



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

**REQUEST FOR PROPOSAL
#5716**

for

CABLING SERVICES

**Issued: June 23, 2014
Due: July 22, 2014**

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 requests your proposal for the provision of On Call Voice and Data Cable Installation in accordance with the attached Terms and Conditions, and Instructions to Offerors which by this reference are made a part hereof.

The selected offeror(s) will be required to provide voice grade, copper riser, station distribution, multi-mode fiber, single mode fiber and Category 6e data cabling distribution to support voice and data communications.

Proposals will be received by the Ventura County Purchasing Agent until 3:00 p.m. on July 22, 2014 at Ventura County Procurement, Government Center, Hall of Administration, 800 S. Victoria Ave., Ventura, CA 93009-1080.

Offerors shall be skilled and regularly engaged in cabling services with at least 3 years of experience.

Offerors may submit a proposal on any, or all, cable types. County reserves the right to award this RFP on type of cable, by geographical area, to a single offeror, or any combination of awards whichever is in the best interest of County.

1.2 Background

Currently, cable installation (remodels and new installs), and MAC (Moves, Adds, Changes) work is handled by the Ventura County Network Services voice team or contracted out.

Cable jobs/project costs will range from \$5,000 to \$75,000. An estimate of the yearly spend for cabling services is between \$400,000 and \$500,000.

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)	June 23, 2014
Last day for questions	July 15, 2014
PROPOSALS DUE:	July 22, 2014

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Evaluation-award
Start Work

TBD
TBD

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 Jody Howard, Principal Buyer (805) 477-7111 or at jody.howard@ventura.org.

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2.1 Submittal Deadline

Completed proposals should be sealed and clearly marked: **Request for Proposal #5716 for Cabling Services**, and must be delivered sealed no later than **July 22, 2014 at 3:00 p.m. PST to:**

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

Please submit in a sealed envelope, one original, marked as "MASTER" and four (4) 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.

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.

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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.

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.

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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 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 4 (four) 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. Indicate telephone number and manager for this bid.
2. Indicate the contact person and telephone number for the second level contact in the event that acceptable response has not been made by above manager.
3. State the address of the primary service location, which will serve as the installation address in this RFP.
4. Indicate the address from which personnel would be dispatched if different from above.

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5. Indicate address of parts inventory.
6. Provide the offerors' qualifications:
 - a. Total years in business, years in the communications business.
 - b. Number of individuals employed in the business.
7. Detail the number of years and experience your organization has in the design, installation and testing of fiber optic networks.

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. Identify key personnel and their position within the organization.

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. State the number of factory-trained personnel authorized to install, troubleshoot and test the structured wiring mentioned in this RFP. Include certifications as part of this response.

Include certifications as part of this response. Such information should include educational background, experience and professional resumes, as appropriate.

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

Dun and Bradstreet number **and** a current financial statement (Profit and Loss). Offerors shall make a definitive statement regarding their financial ability to

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perform the requirements hereunder.

e. **References**

Offerors should provide a minimum of three (3) references from for which the company has installed and is currently maintaining structured wiring (CAT3, fiber single mode & multi mode, voice) requested in this RFP within the last three years. Each reference must be a paying customer external to the Bidder's organization. The installed infrastructure and terminations must be comparable to the services requested in this RFP (fiber single mode & multi mode, CAT6e, voice etc.) Information provided shall include:

1. Client name;
2. Project description;
3. Project dates (starting and ending);
4. Dollar value
5. Staff assigned to reference engagement that will be designated for work per this RFP;
6. 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. Offerors must state approval **Or** any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered

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in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph. If there are no exceptions please indicate that as well.

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

PLEASE NOTE: The sample standard contract attached to this RFP is a template. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, Procurement will work with the selected vendor to draft a vendor-specific contract.

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

j. **Payment Terms**

Customary terms are Net 30 for work performed. Offerors shall indicate their offered 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

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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 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 a offeror includes:

- Any modification of, or affirmation or representation as to the above, which is made by an offeror in or during the course of negotiation.

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- 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. Compliance with 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.

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PLEASE NOTE: The sample standard contract attached to this RFP is a template. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, Procurement will work with the selected vendor to draft a vendor-specific contract.

3. Requirement/Specifications (plan and approach)

The ability to meet the requirements/specifications outlined herein.

4. Cost

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

Proposals must be submitted on reprinted form supplied by the County. (Attachment A)

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. 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.

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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.

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.

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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;
- 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 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 could 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.

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The requirements described herein are based on the current 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 Scope of Work

The selected offeror will provide all labor, supervision, tools, equipment, materials and incidentals to furnish and install voice grade, copper riser, station distribution, multi-mode fiber, single mode fiber and Category 6e data cabling distribution to support voice and data communications in all existing County owned.

3.2 Term

This contract is for a period of 1 year. The contract may be extended for an additional 1 year, upon mutual agreement.

In the event this Contract is renewed, at each one-year period the County reserves the right to either accept or reject any price adjustment submitted in writing ninety (90) days prior to the end of the current contract period as part of the County's consideration for contract extension.

In addition, escalations shall not exceed the percent change as measured by the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for All Urban Consumers (CPI-U) Los Angeles-Riverside-Orange County, CA-Services (1982-84=100) for the prior 12 months. Also, under no circumstances will an escalation exceed three (3) percent per additional period and at no greater frequency than 12 months.

Indicate acceptance or modification.

3.3 General Contractor Responsibility

- a. The Contractor will coordinate with the County any interruption to existing telephone\data communications. Any interruptions are to be minimized and be performed after-hours, on weekends or holidays.
- b. Regarding installation activity that is potentially disruptive (i.e. drilling, running cable, mounting frames, raceway, etc.) to administrative activity, the Contractors will notify the IT Services Project Manager of potential disturbance prior to beginning work.
- c. Contractor will be required to broom clean work areas at the end of each shift or workday.

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- d. Installation equipment, materials, and product will ONLY be allowed to be kept in specified areas. Hallways, office areas lobbies etc. are not suitable for storage and the County will **NOT** be held liable for missing or stolen equipment.
- e. Wiring to all outlets to run above the ceiling shall be fastened to the building structure at four (4) foot intervals through the combined use of, but not limited to, J hooks, beam clamps, D-rings, and hangers. **At no time are voice or data drops/homeruns to be directly secured to the building structure above ceiling without the use of cable supports.** Cabling above ceiling shall be sectioned off, bundled and tied, and routed back to intermediate or master wiring closets. All wiring shall run continuously from the outlet to the wiring closet without breaks or splices. Cable supports shall be employed every four (4) feet. Cable supports (J Hooks etc.) shall be sized 50% larger than needed to allow for future growth.
- f. In areas where ceiling tiles are removed for cable pulling, or ceiling tiles are damaged as a result of cable pulling, the Contractor shall replace tiles with like tiles.
- g. All boxes, equipment and cable shall be firmly secured in place. Boxes, jacks and blocks shall be plumb and square. Consideration will be given for overall aesthetic factors.
- h. Any penetrations necessary will require a 2"-4" sleeve depending on fill ratio. If a fire wall is penetrated, contractor MUST restore fire rating using appropriate fire stopping materials.

Diagrams and layouts are to be followed at all times. Deviations due to design and or building structural considerations must be cleared with IT Services Management.

Any new or replacement premises wiring shall be clearly labeled. The Contractor and County will work to design a structured method of designating all cabling involved with the project.

- i. The Contractor will observe all applicable departmental safety and security regulations established. The Contractor must be certified and able to work in small spaces, including and not limited to man-hole locations under public streets. The Contractor must have approved Confined Space Certification.
- j. The Contractor is responsible for repair of damage to the building due to carelessness of their workmen, and exercise reasonable care to avoid any damage to property. The Contractor must report to the County any

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damage to the building that may exist or may occur during the occupancy of the quarters.

- k. The Contractor must run all jumpers and wiring, including line jumpers connected to lightning or surge protectors, as may be required to properly interconnect the system parts to each other and to the common carrier network(s).
- l. The Contractor must promptly correct all defects for which the Contractor is responsible.
- m. Upon completion of the work, the Contractor must remove his tools, equipment and all rubbish and debris from the premises and must leave the premises clean and neat.
- n. The Contractor will obtain the County's (Information Technology Services) permission before cutting into or through any part of the building structure such as beams, girders, concrete, or tile floors, partitions and ceilings. The Contractor shall restore any girders, beams, floors, partitions, ceilings, fire partitions and walls to their original condition.
- o. Optical fiber connecting hardware shall be installed to provide well-organized installation and cable management and always in ac8. Core boring set up is to be handled in such a way as to minimize interference with daily operations and with minimal impact to the work environment.
- p. Fiber optic cable service loops are to be provided at all fiber termination points. Wiring closet loops are to be a minimum of 15ft. End termination or main termination point loop is to be a minimum of 15ft.
- q. Category 6e and Category 3 horizontal cabling shall have a minimum two (2) foot service loop for each cable above ceiling. Service loop is to be neatly dressed and secured.
- r. Category 6e patch panel terminations are to maintain cable jacket and twist a minimum of one half inch from point of termination. End station terminations are to maintain cable jacket and twist up to the edge of the jack housing.
- s. All indoor/outdoor splices and distribution must be enclosed in an enclosure designed for the purpose and able to provide maximum protection to splices and protection from environmental effects.
- t. All splices must be impervious to environmental effects and mechanical shock.

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- u. Splice trays must protect all fiber splices.
- v. All inside distribution and outside plant fiber cabling must be strain relieved to hinder the possibility of breakage and connection failure.
- w. The use of inner duct is mandatory in ALL situations where fiber is being installed. Buried or aerial fiber optic cable must be approved and designed to specific standards intended for aerial or buried application. In general, all fiber must run in inner duct to its termination point (fiber patch panel).
- x. Installation work will involve performing installation duties in an operational, production data center. The utmost care is to be exercised in the installation of requested services.
- y. County may elect also to implement other changes of its own accord. Should County elect to make its own changes, County shall assume responsibility for the operation integrity of the structured wiring as it is directly affected by such changes by County. Upon request, the Contractor shall research all reported physical installation & performance problems or errors and correct them to the County's satisfaction. If the problem or error resulted from design changes made by County, the charge for correction shall be computed using the rates for standard T & M charges as requested in this bid.
- z. ECU units for environmental safety work in hospitals. Tacky mats for dust/Particulate Respirators/Safety glasses/and gloves. Hilti Gun for ceiling shot installs of pencil or threaded rods. Hilti Fire Caulk.

3.4 HOURS OF OPERATION

County normal business hours will be from 8:30 am to 5:00 PM Monday through Friday. However, after hours work may be required. All after hours work must be approved by Ventura County. Coordination of daily work and schedule is to be confirmed and cleared by the Chief of Network Operations.

Indicate acceptance or modification. Explain your scheduling plan to keep employees working within their 8 hour a day work schedule to avoid unnecessary overtime.

3.5 CORRECTED WORK

The County will on occasion make checks and measurements of material to determine if physical and electrical characteristics and specifications are being met. If the County deems it expedient to correct or replace materials not in accordance with the characteristic or specifications as ordered, the Contractor shall

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make such corrections or replacements at no additional expense to the County within 10 days.

Indicate acceptance or modification.

3.6 APPLICABLE CODES

The following list of codes and regulations establish the minimum requirements applied to work done at the County. Where applicable local building and installation codes exceed or differ from national codes, local codes shall be followed. ALL CABLING regardless of type used MUST be in accordance with the CEC/local codes and regulations.(Name State of California Codes) NEC/NFPA.

Indicate acceptance or modification.

3.7 VOICE CABLE AND DISTRIBUTION CABLE SPECIFICATIONS/STANDARDS

- a. The installation of all premises, distribution, cross connect, patch, backbone and horizontal wiring are to comply with all local code authority and the following EIA/TIA and ANSI specifications and or standards:

ANSI/TIA 568A/568B Standard, Commercial Building Telecommunications Wiring Standard
EIA/TIA 569 Standard, Commercial Building Standards for Telecommunications Pathways and Closed Spaces.
ANSI/ICEA S-83-596-1988, Standard for Fiber Optic Premises Distribution Cable.

All premises wiring required to complete installation of the services requested in this RFP will be the responsibility of the Contractor. Premises wiring are defined as intra and inter building data and voice wiring necessary for the project. This includes fiber patches and data patch connections.

- b. **Manufacturers Material Specification sheets are required for all installation materials used in this bid if alternate materials are chosen for cable products.**
- c. All cabling must be designed for the purpose as outlined in article 800 of the NEC code. Contractor is to determine the proper use of either PVC or Teflon conductor insulation depending on the air handling requirements of the building or as applicable wiring and building codes require.
- d. All new wiring in common areas or office environments must be enclosed in Plastic raceway (i.e. wire mold) when locations are not provided or served via already provided in wall voice & data conduit and electrical boxes.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

Indicate acceptance or modification.

3.8 FIBER OPTIC CABLE

- a. Fiber cable to be supplied is to be multimode 62.5/125 micron. Single mode at 8.3/125. Cabling should be quoted at the same grade as Corning. Fiber will be terminated on a wall mount enclosure or a rack mounted patch panel based on location/space availability using enclosure specified in materials list.
- b. All fiber optic cables and connection means are to be designed and manufactured to all applicable ANSI/EIA/TIA specifications. ALL FIBER SPLICES AND TERMINATION WILL BE FUSION SPLICED.
- c. End connections for fiber cable must be ST.
- d. Fiber cable and components will be at the same grade as Corning, FUSION spliced, and will consist of a solution that includes:

'Corning Cable Systems Closet Connector Housing'
'ST' connectors or equal.

Indicate acceptance or modification.

3.9 VOICE, DATA and FIBER TERMINATION'S

- a. Voice terminations are to be made on standard single RJ-45 jack WHITE as specified in materials list.
- b. Data terminations are to be made on standard single Category 6e RJ-45 BLUE 8 position jack as specified in materials list. 3. Jacks will be enclosed in appropriate surface mount/flush mount enclosure as specified in materials list. **Wiring standard for Category 6e wiring termination is T568B.**
- c. Data modular jack housings are to be BLUE in color, flush mount and is to be located on the same face plate as the voice termination whenever possible.
- d. Equipment room MDF and IDF terminations for voice applications are to be made on standard 110 or BIX type termination blocks and associated mounting brackets and hardware as specified in materials list.
- e. The following voice grade and Category 6e terminations face plates and associated hardware shall be used:

Description	Part	Number	Color
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SECTION 3.0
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2 - Port Wall Plate			White
4 - Port Wall Plate			White
1 - Port Wall Plate			White
2 - Port Dual Gang			White
4 - Port Voice Grade	4P SURF MOUNT BOX WHITE DYN 10600-SB4-WE	DMSB04WE	White

- f. The following Category 6e patch panels and associated hardware are to be used:

Description	Part	Number	Color
12 Port			Black
24 Port			Black
48 Port	48 PORT CAT6 PATCH PAN DYN 2013-48C6E	DMPP648R	Black
96 Port			Black
12 Port Patch Block			Black
3" Vertical Cable Manager			Black
6" Vertical Cable Manager			Black

- g. The following fiber rack mount enclosures and associated hardware are to be used:

Description	Part	Number	Color
Rack mount fiber enclosure			Black

Indicate acceptance or modification.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

3.10 TESTING AND ACCEPTANCE-GENERAL

- a. Inspection of the installed systems shall be made by the staff of Information Technology Services (ITS). If items from the bid have been omitted or need changing as per requirements stated herein, they shall be noted in a deviation list. This deviation list will be given to the Contractor who is expected to complete all items within the time specified by ITS. Prior to any payment being due there under, the system must be delivered, installed and accepted by ITS, as stated herein.
- b. Installation of structured horizontal wiring, cable riser, voice and data drops, raceway, terminations, fiber riser, fiber distribution, coring, and peripheral equipment must be completed.
- c. The County will make inspection as it deems necessary when notified by the Contractor that the services requested, or any part thereof, is ready for acceptance.
- d. After cutover of any portion of the system, the Contractor shall conduct acceptance tests outlined in this section for fiber and copper cabling.
- e. Performance and quality tests shall be conducted as specified in this section.
- f. Successful testing by the Contractor with written report of results to ITS project manager of all performance and quality incorporating the full range of testing specified.
- g. Implementation of any and all deviation list items which may result from inspections by the ITS department project manager must be completed.
- h. Written certification signed by an authorized representative of the Contractor indicating the satisfactory completion of the above outlined items.
- i. Acceptance of the services requested shall be granted after all equipment has passed the tests required in the RFP, and has been in operation thirty (30) consecutive days without a major failure. The event of a major failure, the County reserves the right to extend the acceptance date until a time the installation complies with the thirty (30) day major fault free requirement.
- j. Following verification by ITS that the installation conforms to all the requirements stated herein, and that the system is 100% operational, a letter of acceptance will be issued to the Contractor.

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- k. Final payment is contingent on signed acceptance of services from the County.
- l. Must be able to provide all completed cabling work in CAD on a CD.

Indicate acceptance or modification.

3.11 VOICE GRADE WIRE TESTING

The following tests shall be run on all voice grade runs:

The tests shall be run from end to end between **all** termination points. Station jack to intermediate termination, riser to main equipment room etc.

- 1) Continuity. (All pairs)
- 2) Wire Map. (Test must include open pairs, shorts, and crossed pairs)

Indicate acceptance or modification.

3.12 CATEGORY 6e WIRE TESTING

The following tests shall be run on all installed Category 6e data runs:

Testing shall be end to end, patch panel to jack including patch cables. (Total run length not to exceed 316ft. With patch cables 328ft).

- a. Wire Map
- b. Length
- c. Insertion Loss
- d. NEXT Loss
- e. PS NEXT Loss
- f. ACR-F Loss
- g. PS ACR-F Loss
- h. Return Loss
- i. Propagation Delay
- j. Delay Skew

Test results shall be presented in an Excel 2007 or greater spreadsheet detailing cable port location (building, closet etc.) and all requested test data for the run.

Indicate acceptance or modification.

3.13 SINGLE MODE AND MULTI MODE FIBER TESTING

The following tests shall be run on **all** installed fiber stands:

Testing is to be end to end with all terminations and splices involved for each strand tested. OTDR, both directions. Detailing cable detailing cable port, location (building, closet etc.) length and attenuation in dB. Additionally, each test is to include a

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graphical representation of the test, measurement results, and cable information and set up parameters. The following standards will be used:

ANSI/TIA/EIA-455-59A, Measurement of Fiber Point Discontinuities Using an OTDR.

ANSI/TIA/EIA-455-60A, Measurement of Fiber or Cable Length Using an OTDR.

ANSI/TIA/EIA-455-61A, Measurement of Fiber or Cable Attenuation Using an OTDR.

ANSI/TIA/EIA-526-7, Optical Power Loss Measurements of Installed Single mode Fiber Cable Plant. ANSI/TIA/EIA-526-14-A, Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant.

Indicate acceptance or modification.

3.14 Asbestos Requirements

The contractor agrees to strictly adhere to the requirements found in the notification of asbestos in County of Ventura buildings. **See Exhibit A.**

Indicate acceptance or modification.

3.15 Waste Management

The County's goal is to recycle as much material as possible during demolition and the demolition schedule has been planned to maximize the amount of recycling, reuse, and salvage that can be achieved during demolition. Demolition is subject to CUPCCAA rules.

The County requires the Contractor to recycle, reuse, and salvage as much material as possible. The demolition schedule may be planned to allow for selective removal and sorting of materials.

The Contractor is responsible for removing and reusing, recycling, or salvaging all other materials associated with the demolition of the buildings, pavement, vegetation, utilities, and any other site improvements.

The Owner desires that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.

The Contractor shall provide on-site instruction of appropriate separation, handling separation, handling, and recycling, salvage, reuse and return methods to be used by all parties at the appropriate stages of the Project.

The County requires the Contractor to submit a waste-handling plan detailing how the waste streams will be separated and managed.

3.16 Business Continuity Plan

In the event of a natural, or man-made, disaster operations for the County and the vendor may be impacted.

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Please describe your firm's Business Continuity Plan. Explain how your firm has prepared to continue operations, and service/product delivery, in the event of an unforeseen emergency. Also, explain how your firm will provide assistance to the County should County operations be impacted by an unforeseen emergency.

3.17 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.

3.18 Insurance Requirements

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

Indicate your acceptance or modification.

3.19 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 on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Offerors shall submit with their proposal an executed Non-Collusion Affidavit – **ATTACHMENT B**.

Indicate your acceptance by returning signed statement.

3.20 Exclusivity

The County is under no obligation to request, utilize or employ any certain extent or number of services, nor is the County restricted, by reason of this contract, from employing personnel for County's incidental needs by contracting with other contractors/suppliers.

Indicate your acceptance or modification.

3.21 Piggyback Agreement

Offeror may indicate on his Proposal Form that he will extend all prices, terms, and

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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.

3.22 Prevailing Wage

In accordance with Sections 1770 et seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act), determinations of the generally prevailing wages for various classes of workers in Ventura County have been made by the California Director of Industrial Relations as required by the California Labor Code and by the U.S. Secretary of Labor as required by: The "Davis-Bacon Act"

As required by California Labor Code Section 1777.5 properly indentured apprentices shall be employed on the work. Travel and subsistence shall be paid in accordance with California Labor Code Section 1773.8.

The Determinations made by the State are on file at the County Purchasing Services Office. A copy will be furnished without cost to the successful bidder, if requested. The contractor shall post a copy of the wage rates at each job site at a location readily available to the workers.

The provisions of Articles 2 and 3, Division 2, Part 7, Chapter 1 of the Labor Code, State of California, are by this, reference, made a part of this RFP.

Indicate your acceptance or modification.

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County of Ventura Standard Contract

This contract entered into this _____ day of _____, 20__, 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 (Insert contract name here) Request for Proposal # ____ (hereinafter referred also as 'RFP') to determine the most qualified contractor for such services for County; and

WHEREAS the Contractor submitted a proposal dated (insert date of proposal here), 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 (Insert contract name here) and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing (Insert contract name here) Services and related services hereinafter described; and

WHEREAS the County and the Contractor are willing to enter into a (Insert contract name here) 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 performing (Insert contract name here) 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 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.

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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 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

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County of Ventura Standard Contract

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.

8. TERMINATION

The County shall be able to cancel the contract, without penalty to the County, as follows:

- a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of the contract term, which ever occurs first.
- b. The County may terminate this contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.
- c. 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.

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Contractor hereby expressly waives any and all claims for damages or compensation arising under this contract except as set forth in this paragraph in the event of 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.

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

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 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:

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- 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 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.

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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.

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.

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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.

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.

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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 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.

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County of Ventura Standard Contract

No contract, statement, or promise not contained in this contract will be valid or binding.

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 #XXXX
- 3) 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. PREVAILING WAGE

In accordance with Sections 1770 et seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act), determinations of the generally prevailing wages for various classes of workers in Ventura County have been made by the California Director of Industrial Relations as required by the California Labor Code and by the U.S. Secretary of Labor as required by: The

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"Davis-Bacon Act."

As required by California Labor Code Section 1777.5 properly indentured apprentices shall be employed on the work. Travel and subsistence shall be paid in accordance with California Labor Code Section 1773.8.

The Determinations made by the State are on file at the County Purchasing Services Office. A copy will be furnished without cost to the successful bidder, if requested. The contractor shall post a copy of the wage rates at each job site at a location readily available to the workers.

The provisions of Articles 2 and 3, Division 2, Part 7, Chapter 1 of the Labor Code, State of California, are by this, reference, made a part of this contract.

Attachment A Proposal Form

The Contractor shall furnish all labor, supervision, materials, equipment, supplies and incidentals (except as specified herein as County furnished) and management necessary to provide Cabling services in the manner therein prescribed in Request for Proposal #5716.

Pricing is to be provided in the format outlined below. The County will accept only first quality **"New"** equipment and materials for installation under this bid. Cable should be quoted at the same grade as DynaCom or AMP. Equipment and materials must not be used, pre-owned, returned, remanufactured, reconditioned or have had its serial numbers registered as sold to a previous customer or Vendor. The County reserves the right to verify origin and condition of all equipment and materials at any time. Equipment and materials not in compliance will constitute a breach of this agreement and can result in cancellation of this agreement regardless of fault.

Description	During work hours-\$ per lineal foot	After work hours-\$ per lineal foot	Emergency within 1 hour- \$ per lineal foot	Emergency within 2 hours-\$ per lineal foot	Emergency within 3 hours-\$ per lineal foot	Emergency within 4 hours- \$ per lineal foot	Emergency Next day-\$ per lineal foot
Single mode fiber 12 strand							
Single mode fiber 24 strand							
Single mode fiber 48 strand							
Single mode fiber 24 strand OFNP 1000ft							
Single mode fiber 48 strand							
Hybrid single/multi mode 12 strand							
62.5 multi mode fiber 12 strand							
CAT6e data cabling, plenum							

**Attachment A
Proposal Form**

Description	During work hours-\$ per lineal foot	After work hours-\$ per lineal foot	Emergency within 1 hour- \$ per lineal foot	Emergency within 2 hours-\$ per lineal foot	Emergency within 3 hours-\$ per lineal foot	Emergency within 4 hours- \$ per lineal foot	Emergency Next day-\$ per lineal foot
CAT6e data cabling, non-plenum							
Voice grade cabling, 4pr plenum							
Voice grade 25 pair plenum riser							
Voice grade 50 pair plenum riser							
Voice grade 100 pair plenum riser							

Please include a rate sheet of services your company provides that will be billed on a time and materials basis. Include rates on any upcharges and miscellaneous items that you deem necessary including any discounts.

Overtime will not be paid under any circumstances unless specifically authorized by County.

The rate structure will be fixed priced for the first 12 months of the contract. If contract is extended for additional one-year periods, the County will consider price escalation as discussed in Section 3.2 of RFP.

Exhibit A

ATTACHMENT "B" – RFP #5716
"Non-Collusion Affidavit
To Be Executed By Offeror And Submitted With Proposal

State of California)
County of Ventura ss.
)

_____, being first duly sworn, deposes and says that he or she is (Owner) of _____(Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the offeror or any other offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the offered contract; that all statements contained in the proposal are true; and further, that the offeror has not , directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

(Date)

(Signed at (Place))

Offeror Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

Exhibit A

NOTIFICATION OF ASBESTOS IN COUNTY OF VENTURA BUILDINGS

California Health and Safety Code Sections 25915 et seq. require the County to inform vendors, contractors, and others about asbestos-containing materials (ACM) in buildings where they work. Herein find such information. You must: (1) comply with the County policy noted here; and (2) give this notice to all employees and subcontractors working in County buildings. Failure to comply may cause undue risk with your staff and others, or immediate contract cancellation, or both.

COUNTY POLICY CONCERNING ASBESTOS IN BUILDINGS

It is County policy that under no circumstances are County vendors, contractors, or others to disturb or attempt removal, repair, or clean up of known or suspected ACM, unless approved to do so under County contract. The whereabouts, however of all ACM-sites in County buildings are not known. Though many of the buildings are known to have ACM-sites, others are being routinely found by comprehensive building surveys done for various reasons. Because of this uncertainty, and since disturbing ACM can be a hazard, you must call the County's Health and Safety Loss Prevention Division (HSLP) at (805) 654-3197 before:

- (1) *Doing any work that might disturb any building material in any County building; or*
- (2) *Assessing any space above ceilings or below floors, or any other space not normally accessed by building occupants.*

You are directed to call HSLP should you have any questions or concerns about this matter before starting any work at any County site. Otherwise the County assumes that you understand and are fully complying with these instructions and policy.

FREQUENTLY ASKED QUESTIONS ABOUT ASBESTOS

How is asbestos used? Asbestos is usually not used directly, but rather is added as binding material to such diverse materials as plastics, asphalt, cement products, pipe insulation, roofing products, floor tiles, patching compounds, brake linings, and protective clothing. The attributes of ACM are so beneficial that between 1900 and 1980, 40 million tons of asbestos was used in over 3,000 products worldwide. The 1979 consumption rate in the U.S. alone was one million tons. But by 1983, the U.S. rate had fallen 60% and is still dropping today due, in part to laws forbidding asbestos use in many of the materials mentioned.

Where is ACM found in buildings? In ones built before 1979 (most ACM use in post 1979 buildings has been banned), ACM is found in a variety of locations. These are typically classified as follows: *surfacing materials* are those which are sprayed or troweled onto building surfaces (acoustical ceilings, fireproofing, etc.); *thermal systems insulation* includes all materials applied to heating, cooling, and plumbing systems; and *miscellaneous materials* includes all other building products. ACM may thus be found anywhere in the building, including spaces above ceilings and below floors, in pipe chases, and building exteriors.

Why is building ACM a problem? Asbestos refers to a family of naturally occurring silicate minerals. When crushed or processed, these minerals separate into long, thin fibers that have unique properties: high strength and flexibility, low thermal and electric conductivity, high absorbency, high chemical and mechanical durability, and is relatively incombustible. It is these properties that make it desirable for commercial applications while at the same time hazardous. Given the right force, ACM can break apart causing the asbestos contained therein to splinter into microscopic fibers that float in the air where they can be easily inhaled or swallowed. These tiny fibers become trapped in body tissues where they can cause health problems.

What are the risks associated with building ACM? Risks allied with occupational asbestos exposure (ship building trades, mining and milling, automotive brake repair, etc.) are well known. However, studies indicate that there is typically no appreciable difference in airborne fiber levels between ACM-building air and outdoor air. This suggests that working in a well-maintained ACM-building poses no unusual risk. The mere presence of ACM poses no health threat unless the fibers become airborne by any means. Still, inhaling or swallowing asbestos fibers can cause a host of health problems, of which the major ones are:

Asbestosis, a lung ailment with emphysema-like symptoms, is caused by chronic exposure to *high* airborne fiber levels, like those to which occupational asbestos workers were exposed prior to laws regulating exposure. Asbestosis is not expected in persons exposed to *low* levels, or in those exposed for short time periods.

Lung cancer is linked (albeit not exclusively) with intense fiber exposure, particularly in concert with smoking. It is uncertain that asbestos contributes to it at *low* exposure levels, however. Contrarily, mesothelioma cancer seems to be principally caused by asbestos exposure. It accounts for about 10% of deaths in occupational asbestos workers, but is rare in the general population. They both have, like other forms of cancer, long latency periods, often 15 years plus.

Other health effects include: (1) increased rates of GI tract cancer among some asbestos workers (probably caused by fiber ingestion), and (2) excessive fiber inhalation can cause pleural plaques, a thickening of the lung lining (not cancerous, but indicative of past exposure).

The prospect of incurring such maladies depends on a combination of exposure level, exposure time, and exposure occurrences (i.e., there is a direct tie between total fiber exposure and risk level). The risk level in County ACM-buildings is deemed no higher than that in the outdoor environment. This is so because the in-place ACM known to the County is in good condition, encapsulated, enclosed or in a restricted area, or of a type not likely to release fibers unless disturbed (e.g., the fibers in vinyl asbestos floor tiles are firmly bound and can be released only if the tile is cut, ground, or sanded).