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Equal Opportunity Employer

Issue Date: July 10, 2013

THE COUNTY OF MERCED

DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING for HUMAN SERVICES AGENCY

INVITATION FOR BID
BID NO 7004
FOR:
MERCED COUNTY DATA/VOICE CABLING
COMMODITY CODE: 287 96

Notice is hereby given that sealed bids will be received at the Merced County Department of Administrative Services-Purchasing until 4:00 P.M. local time, on **Wednesday, July 31, 2013** at which time they will be publicly opened, read and **published to the web** for the furnishing of all labor, materials and equipment, and performing all work necessary and incidental to perform Merced County Data/Voice Cabling for the Human Services Agency. Please carefully read and follow the instructions. **Bids shall be presented under sealed cover. Clearly marked with the bid number and bid submittal deadline date on the outside and mailed or delivered to:**

County of Merced
Department of Administrative Services-Purchasing
2222 "M" Street, Room 1
Merced, California 95340
Attn: Jacquie Michael
Phone: 209-385-3000 Ext. 5734
Fax: 209-354-2503
E-Mail: jmichael@hsa.co.merced.ca.us

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received in the Department of Administrative Services-Purchasing by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL), OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

BID SUBMITTAL DEADLINE: 4:00 P.M. WEDNESDAY, JULY 31, 2013

BIDS WILL BE CONSIDERED LATE WHEN THE OFFICIAL DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING TIME CLOCK READS 4:00 PM

STRIVING FOR EXCELLENCE

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SECTION 1
TECHNICAL SPECIFICATIONS

Merced County Data/Voice Cabling Requirements

Information Transport System Infrastructure Standard

Backbone networks for voice and data (including CAT-5E, CAT-6), will be designed and installed according to National Standards including TIA/EIA and BICSI, so building infrastructure will meet the needs of any County tenant that might move into the space.

INSTALLATION REQUIREMENTS

- **ALL WORK MUST BE COMPLETED BY CLOSE OF BUSINESS ON September 6th 2013.**
- **<u>Provide total hours and personnel</u> expected to complete job.**
- All new data communications cabling systems installations will utilize CAT-6/5E respective components. Terminations will be in 24 or 48 port patch panels depending on project requirements.
- All cabling systems installations and components shall conform to all Category-6/5e respective standards and specifications of TIA/EIA 568B Standard.
- All cable, UTP cable shall meet building codes for Plenum environment, riser, or horizontal use.
- All cable should be installed, fastened and/or wrapped with the minimum bend radius and minimum jacket removal for CAT-6/5E cabling as well as appear neat and orderly. Installation best practices should be followed in order to avoid bad test results or ambient noise. Best practices include but are not limited to, routing cables through available cable trays, raceways, “J” hooks, or combination, and never resting on ceiling tiles or light fixtures. Cable management best practices, include but are not limited to, ladders, rack mount add-ons, will be followed.
- All cable runs shall be clearly labeled on each end of the cable and on the patch panel and on the outlet as required by EIA/TIA 568B Standard.
- Data/Communications Closet(s) should include a minimum of two 4-inch sleeves. Additional sleeves may be required at the discretion of the County Network Supervisor/ IS Manager/Department Automation Services Manager.

STANDARD CONFIGURATION

- Except where noted on the drawing there is a requirement of a minimum of two (2) data outlets to be provided at every workstation. Modular outlet systems shall be used. Special instructions may replace this per design.

- Contractor will be required to provide one patch cord for every provisioned port in the MDF. The length will be determined by "Best Practice Standard" for length.

- There are a total of 104 data outlets.

- 4 Post Floor Mounted Rack, no less than 7' high.

- Need to meet or exceed:

    - **CPI: (Chatsworth Products)**
      Quad Rack
      Runways
      Mounts/Support Kits

    - **COMSCOPE:**
      Patch Panel(s)
      CAT5E/6 Cable
      CAT5E/6 Inserts
      Wall Plates

    - **PANDUIT:**
      Wire Management

TESTING AND DOCUMENTATION REQUIREMENTS

Testing and As Built documentation will be provided electronically or on CD-ROM. The following test results will be delivered to the County Network Section within two weeks of work completion.

- Provide certificate of accuracy and/or recalibration report from all equipment used to perform the cable tests.

- Perform full electronic testing on all cables with cable scanner reporting the results for the following:

    - Signal to Noise Ratio
    - NEXT, FEXT, ELFEXT, PSELFEXT
    - Ambient Noise
    - Cable Length
    - Wire Map
    - Date of Test

- All CAT-6/5E installations must be tested to meet or exceed the current TIA/EIA and BICSI standards.

- All fiber installations (horizontal and backbone links) will test link attenuation and optical loss on each fiber bi-directionally at 850 nm and 1300 nm. County will confirm test results fall within the acceptance range based on current TIA/EIA requirements, distance metrics and other requirements.

As-built drawing package will be delivered to the County Network Section within two weeks of work completion and will include:

- Copy of or original floor plan with actual location of all modular jacks (station) with identification or numbers clearly labeled.

- Copy of all change orders or requests executed during the project which impacted the floor plan or cable routes original specifications.

- Identification of cable routes, backboard design and the use/type of fire stop used in horizontal and vertical pathways if included in the design.

CERTIFICATION AND WARRANTY REQUIREMENTS (Refer to Section 4.25 and 4.26 for additional Warranty information)

- The manufacturer of the termination hardware utilized shall train installers. Upon Award, contractor shall provide a letter of support and warranty documentation from the manufacturer on the cabling termination hardware used.

- Upon project completion and prior to payment, installer will provide County with primary and secondary manufacturer's certificates and product warranties for all cable plant components utilized during projects.

BUILDING CONSIDERATIONS (Unless otherwise mentioned in the Bid)

- The location and any deviation from the following guidelines must be approved by County, and/or Agency Network staff prior to work commencing on the project.

- Closet is noted on Exhibit #1 as "M.D.F."

- **To be provided by the County**: Data/Communications Closets that are climate controlled adequately for all equipment that might be located within. Depending on location and configuration, these closets might contain Key Telephone System CPUs, Telecom Power Supplies, UPSs (Uninterrupted Power Sources), DSU/CSUs, Routers, Hubs, and Local Area Network Servers.

- **To be provided by the County**: Adequate lighting, shelving, and individual A/C power outlets.

- **To be provided by the winning vendor**: Adequate backboard and or floor space for racks must be provided for mounting telecommunications terminal blocks and Data Communications Patch Panels on the wall or in racks. Backboards shall be ¾ inch plywood painted with gray or white fire-retardant paint.

- Any local public utility providing data service to the facility must be consulted regarding connectivity to their services.

- Winning bidder will be required to work with County Network Supervisor/ IS Manager/Department Automation Services Manager and with the Furniture vendor to schedule installation times and dates.

- The expected start date for the wiring construction is **August 20, 2013**. Work must be completed by Close of Business **September 6, 2013**.

SECTION 2
INVITATION FOR BID CALENDAR AND CHECKLIST

1. Calendar

a.	Availability of Invitation for Bid	Page 1	07/10/2013
b.	Submittal of Questions / Corrections	Section 3.2	07/22/2013
c.	Pre-Bid Conference	Section 3.4	07/19/2013
d.	Closing Date for Invitation for Bid	Section 3.3	07/31/2013

2. Submittal Checklist

a.	Signature Sheet	Attachment A	Section 3.1.a
b.	Bid Cost Sheet	Attachment B	Section 3.1.a
c.	Reference List	Attachment C	Section 3.4
d.	Subcontractor List	Attachment D	Section 4.15
e.	Bidder Exhibits		

SECTION 3
INSTRUCTIONS FOR SUBMITTING BIDS

1. Bid Submittal

a. **Bid must be submitted on the form(s) provided by and made available at the Office of the Merced County Department of Administrative Services-Purchasing, 2222 "M" Street Room 1 Merced, CA 95340.** All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All bids submitted must have signature sheet, (**Attachment A**) completed, dated, with firm's name and signed by a duly authorized officer of the firm.

The bid cost sheet, (**Attachment B**) to be completed, signed and returned with bid submittal. The bid cost sheet as presented is an example. Provide as much detail as necessary to explain the cost for labor and material.

Bids not submitted on the form(s) provided may not be considered by the Department of Administrative Services-Purchasing.

b. All bids shall be presented under sealed cover, clearly identified on the outside to read:

- Name of the bidder
- Address of the bidder
- Subject of the Bid
- Invitation for Bid Number
- Bid Submittal Deadline Date

c. Please submit **one (1) original signature hard copy** to be signed in blue ink (original copies marked as such) and **two (2) copies.**

d. All bids shall remain firm for at least ninety (90) calendar days after Bid Submittal Deadline unless otherwise specified. Within ninety (90) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the County to the lowest responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the County, if required to evaluate bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with their bid.

e. All prices shall be bid F.O.B. DESTINATION only.

f. Winning bidder will be required to work with County Network Supervisor/ IS Manager/Department Automation Services Manager and with the furniture vendor to schedule installation times and dates. **The expected start date for the wiring construction is August 20, 2013. Work must be completed by September 6, 2013.**

g. Mistakes must be corrected and the correction inserted; correction must be initialed in blue ink by the person signing the bid.

h. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be relieved of its bid without the consent of the County, nor shall any change in the bid be made because of a mistake. The County may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the County in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the County that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.

i. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

2. Interpretation, Corrections and Addenda

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation For Bid and become fully informed as to the requirements set forth therein. If anyone planning to submit a bid discovers any ambiguity, conflict, discrepancy, omission or error in the bid, has any questions in relationship to the requirements as specified in Section 1, or any other related matters, they shall immediately notify the contact person as shown on the "Cover Sheet" of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth herein:

Deadline for submission of questions: July 22, 2013

No further requests for clarification or objections to the bid will be accepted or considered after this date. Any change in the bid will be made only by written addendum, issued by the Department of Administrative Services-Purchasing Division to each firm in receipt of the Invitation for Bid and shall be incorporated in the bid.

The Bidder shall sign and date the addendum and submit same with the bid. **Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.**

The Bidder may FAX, E-mail or mail the contact person as shown on the "Cover Sheet".

All inquiries shall be directed to the Procurement Specialist as shown. Contact with any other County personnel or any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your bid.

3. Bid Submittal Deadline

The bid must be received in the **Merced County Department of Administrative Services** - **Purchasing** by **4:00 P.M, local time on July 31, 2013**. For the purposes of this bid, the time specified will be as defined by the Date/Time machine in the **Office of the Department of Administrative Services-Purchasing**, **2222 "M" Street, Room 1**; Merced, California 95340. **BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the County, the County reserves the right to accept such bid.

4. Pre-Bid Conference

a. A pre-bid conference will be held to discuss all relevant issues associated with the Invitation for Bid. While attendance is not required, all potential bidders are strongly encouraged to attend. Each firm will be limited to not more than two (2) representatives in attendance.

b. Please submit, in writing, any questions relevant to the Invitation For Bid that you would like answered at the pre-bid conference to the Department of Administrative Services-Purchasing as referenced above or fax your questions to (209) 725-3535, no later than three (3) work days before the conference. This will allow for a more thorough response.

c. The pre-bid conference may be taped and answers will be posted to the County of Merced Official Website (www.co.merced.ca.us) following the conference. Please contact the Merced County Department of Administrative Services-Purchasing at (209) 385-7331 for confirmation of your attendance. **Oral answers at the conference will not be binding on the County.**

d. The location, date and time will be as follows:

Location: **Human Services Agency**
1112 16th Street
Merced, CA 95340
Date: **July 19, 2013**
Time: **10:00 AM**

5. References

Provide a list of at least three (3) three customer references**,** (**Attachment C**) which you have sold or are currently selling similar items/services. Include the company's name; the name, title, and telephone number of a contact person; the dollar amount of the contract; and the dates that these items/services were completed.

6. Bid Security

Each bid must be accompanied by a Bid Security in the amount of ten percent (10%) of the total bid cost made payable to the County of Merced. At the option of the bidder, this may be a certified check, cashier's check, or Bid Bond. Bid Bonds shall be executed as a Surety by a corporation licensed to issue Surety Bonds in the State of California. Bid securities will be returned to all except the three lowest bidders, which will be retained until the accepted bidder has entered into a contract with the County.

7. Performance Bond

Within fourteen (14) calendar days of the award of the contract, the successful bidder will be required to furnish, at bidder's expense, the County a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the total bid cost. The bond shall be approved as to form by the County, executed by the bidder as principal and by a corporation licensed to issue such bonds in the State of California.

8. Payment Bond

Upon execution of the contract, the successful bidder will be required to furnish a Payment bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

9. Acceptance Test

Upon receipt of written notification of the completion of the delivery of the items/services called for under this bid, County, at its option, may conduct a fifteen (15) work day on-site acceptance test. The acceptance test of the items/services will be conducted for the purpose of demonstrating, in County's sole opinion that such items/services perform in accordance with the manufacturer's specifications.

In the event the items/services do not successfully pass the acceptance test, County shall notify the successful bidder, in writing, specifying in reasonable detail in what respects the items/services failed to perform. Seller shall immediately correct any deficiencies, disclosed by the acceptance test. County may repeat the fifteen (15) work days test again until the items/services have successfully passed the acceptance test.

In the event that the items/services fail to pass the acceptance test within sixty (60) calendar days of the date that the notification of the completion of the delivery of the items/services are received, County shall have the option of immediately terminating any purchase order issued as a result if this bid without financial liability or penalty of any kind, or, with mutual agreement the parties may continue the acceptance testing. The option to terminate any purchase order issued as a result of this bid, as aforesaid, shall remain available to County during any mutually agreed to continuation of the acceptance test after the aforesaid sixty (60) calendar day period. If County elects termination of any purchase order issued as a result of this bid, the successful bidder shall refund all monies received from County up to the period of termination, within thirty (30) calendar days from receipt of written termination by County.

10. Merced County Business License

Prior to the issuance of any purchase order and/or the performance of any contract derived from this bid, the successful bidder and its subcontractors shall be required to maintain a Merced County Business License in accordance with the County of Merced Ordinance No. 1705, "An Ordinance Establishing a requirement for a Business License and Temporary Business License and/or persons operating in the unincorporated areas of Merced County (www.caed.merced.ca.us).

It is the intent of the Board of Supervisors of the County of Merced to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate as provided under the County of Merced Ordinance No. 1705.

SECTION 4
GENERAL TERMS AND CONDITIONS

1. Bid Rejection/Waiver of Informalities

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS.

The County's decision shall be final. The County's waiver of an immaterial defect shall in no way modify the bid documents or excuse the bidder from full compliance with its specifications if the bidder is awarded the bid.

2. Condition of Equipment Bid

If equipment is proposed, it is to be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

3. Brand Names

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the item. Offers for equal items must state the manufacturers brand and model number, or level of quality. The determination of the Department of Administrative Services-Purchasing as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified.

4. Payments, Invoicing and W-9 Certification Form

Invoices in triplicate, shall be mailed or delivered to the County Department whose name and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this bid.

In addition to the itemized invoice(s) submitted by the successful bidder for payment, the successful bidder must also complete and submit a Form W-9, "Request for Taxpayer Identification Number and Certification", (www.irs.gov/pub/irs-pdf/fw9.pdf) to the County. Both invoice(s) and W-9 form shall be forwarded to the County at the address indicated in the purchase order and/or contract. Upon approval by the County, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days following acceptance pursuant to Section "Acceptance Test", and receipt of a proper invoice(s).

5. Damage of Items

All damages pursuant to items received by County due to the successful bidder's negligence shall be the responsibility of successful bidder to replace.

6. Cash Discount

In connection with any cash discount specified on this bid, time will be computed from the date of the complete delivery of the items/equipment as specified, or from date correct invoices are received in the County department requesting such items/equipment, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

7. Pricing

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of bid to the date of termination/extension as stated herein. If the successful bidder established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/ reductions in price shall be immediately applicable so that County may have benefit of such lower prices.

8. Risk of Loss

The successful bidder shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, County shall bear risk of loss.

9. Prior to Shipment

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the Piece-of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its interest may appear.

10. Examination of Bid Documents

All bidders shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt to their meaning, he/she shall at once notify the County's Department of Administrative Services-Purchasing. Notification is to be in written form and must be submitted at least seven (7) work days prior to the Bid Submittal Deadline.

Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding upon the County.**

All other questions should be directed to the Procurement Specialist shown on the "Cover Sheet" of this Invitation for Bid (IFB).

11. Request for Changes

The County reserves the right to order in writing changes in the bid or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the successful bidder shall comply with such order. The successful bidder may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by the County. Such changes shall be performed in accordance with the original bid requirements except as modified by an amendment. Except as herein provided, the successful bidder shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from the County's Department of Administrative Services-Purchasing will be at the bidder's own risk. No such changes shall be made nor adjustment in compensation granted unless the successful bidder receives an executed amendment prior to making the changes.

12. OSHA Requirements

In addition to specific compliance with Federal, State and local laws and regulations, all material, equipment, process, or labor submitted under this proposal by Bidder shall comply with health and safety regulations and standards of OSHA 1970 and CA-OSHA 1973 as last revised. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, substances that could pose a hazard, injury or illness to the health or safety of anyone who may use or be exposed to the substance, process, material or equipment.

13. Insurance

Prior to the commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming County as an additional insured on each policy. The insurance carrier shall be required to give County notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if Contractor has a SIR, and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR and/or deductable. The proof of required Insurance will need to be submitted when winning vendor is announced and before work starts.

a. Requirements and Limits:

1. Commercial General Liability: $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured using ISO form CG2026, as to any liability arising from the performance of any contract resulting from this proposal.

2. Automotive Liability: $1,000,000.00 per accident for bodily injury and property damage, or split limits of $500,000.00 per person/$1,000,000.00 per accident for bodily injury and $250,000.00 per accident for property damage.

3. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000.00 per accident, the policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidders business entity. The bidder may request waiver of the automobile and workers compensation insurance requirements.

b. Insurance Conditions.

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.

2. Each of the required policies, noted above, shall be endorsed to provide the County with thirty (30) calendar days prior written notice of cancellation. Additionally, the policies shall also be endorsed by the insurance company (not the agent) to modify the policies to include Merced County, its officers, agents, and employees as additional insured. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful bidder to furnish insurance during the term of the contract.

3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying policy conditions or special endorsements may be specified in the contract depending on the final "Scope of Work" agreed on by County and the successful bidder. Insurance questions may be directed to the Department of Administrative Services-Purchasing for response from the County's Risk Manager.

14. Qualification of Bidder

The County may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy the County that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

15. Subcontracting

Any bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) and address (es) of the subcontractor(s) providing work under this bid **(Attachment D).** The successful bidder will be fully responsible for all work performed under this bid and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the bidder are the sole responsibility of the bidder. Any contract that is entered into between the successful bidder and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

16. Default

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this bid shall be in breach or default, the County may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the County. Prices paid by the County must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Department of Administrative Services-Purchasing.

17. Cancellation of Purchase Order and/or Contract

The County may terminate any purchase order and/or contract derived from this bid as follows:

a. WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful bidder.

b. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Department of Administrative Services-Purchasing and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid.

The successful bidder may not cancel any purchase order and/or contract derived from this bid, without prior written consent of the Department of Administrative Services-Purchasing.

18. Rejection of Bid

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM DATE OF BID OPENING.

19. Nondiscrimination

a. During the performance of this bid, bidder and any sub-bidders shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, martial status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Bidder and sub-bidders shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidder and sub-bidders shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2 Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this contract by reference and made a part hereof as if set forth in full.

b. Bidder and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

c. Bidder shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.

d. Bidder shall grant access by representative of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.

20. Non-discrimination of the Disabled

The County will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates on the basis of handicap in providing aid, benefit, or service to beneficiaries of the program or

activity. The County is committed to provide access to all County services, programs, and meetings open to the public for people with disabilities.

In this regard the County and all of its vendors and bidders will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

21. Governing Law and Venue

This bid, or any contract that may result from the award of this bid, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the award of this bid, shall have venue in the County of Merced, State of California.

22. Taxes

Sales Tax should be shown separately on the bid form, when and where indicated. The County is exempt from Federal Excise Tax and should not be included in your bid. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.

23. Liabilities

The bidder shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the County or bidder because of the unauthorized use of such items.

***24.* Indemnification**

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.
Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its

expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

25. Warranty, Manufacturer

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations. A copy or description of the manufacturer's warranty shall accompany each bid for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful bidder is also the manufacturer of the materials or equipment provided under this bid, the Manufacturer's Warranty requirement will supersede the successful bidder warranty requirement of this bid.

26. Warranty, Successful Bidder

Successful bidder shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality, for a period of not less than ***one (1) year*** from date of the final acceptance by the County. While under warranty, successful bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations.

SECTION 5
AWARD OF BID

An evaluation team shall validate and evaluate all bids received. All requirements identified in this bid must be satisfied in order to ensure that a bid will qualify for consideration.

1. Lowest Responsive Bidder

Although competitive pricing is essential in the award of this IFB, consideration shall be given, but not limited to:

a. The ability of the Bidder to comply with Terms and Conditions set forth herein.

b. The ability of the Bidder to comply with the Specifications or Scope of Work set forth herein.

2. Lowest Responsible Bidder

a. The quality and performance of the supplies/equipment to be provided by the bidder;

b. The ability, capacity and skill of the bidder to perform the contract or accomplish the transaction within the time specified, without delay;

c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

d. The quality of bidder's performance on previous purchases by, or contracts with, the County;

e. The ability of the bidder to provide future maintenance, repair parts and services for the supplies/equipment provided;

3. Award

The County reserves the right to:

a. Award bids received on the basis of individual items/services, or groups of items/services, or on the entire list of items/services;

b. Reject any or all responses, or any part thereof;

c. Waive any informality in the bids;

d. Accept the bid that is in the best interest of the County. The Department of Administrative Services-Purchasing's decision shall be final;

An evaluation of the bidder's ability, quality, and performance as set forth under Section 5.1, "Most Responsive Bidder" and Section 5.2, "Lowest Responsible Bidder", of this bid, will be used in addition to total cost as a basis of award for any ensuing contract.

4. Notice of Intent to Award

A "Notice of Intent to Award" will be sent to all participating Bidders upon conclusion of validation and evaluation of all bids submitted. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail, facsimile, and/or email.

5. Debriefing

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's bid response. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County's Department of Administrative Services-Purchasing Division at 2222 "M" Street, Merced, California 95340 within three (3) working days following the County's U.S. postal mail, email, or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the evaluators' determinations of your company's submitted bid as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the bid's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the County's Invitation For Bid is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging of the award.

6. Protest

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the County after undergoing the debriefing process described herein above.

Should an unsuccessful Bidder request a debriefing, and believes its submittal to be the most responsive to the County's Invitation For Bid and that the County has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to County's notification to award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

County Executive Officer
County of Merced
2222 “M” Street
Merced, California 95340

All protests in relationship to the County’s intended award decision must be received by the County Executive Officer no later than seven (7) working days following the County’s U.S. postal mail, facsimile, or email of the “Notice of Intent to Award” to the Bidder.

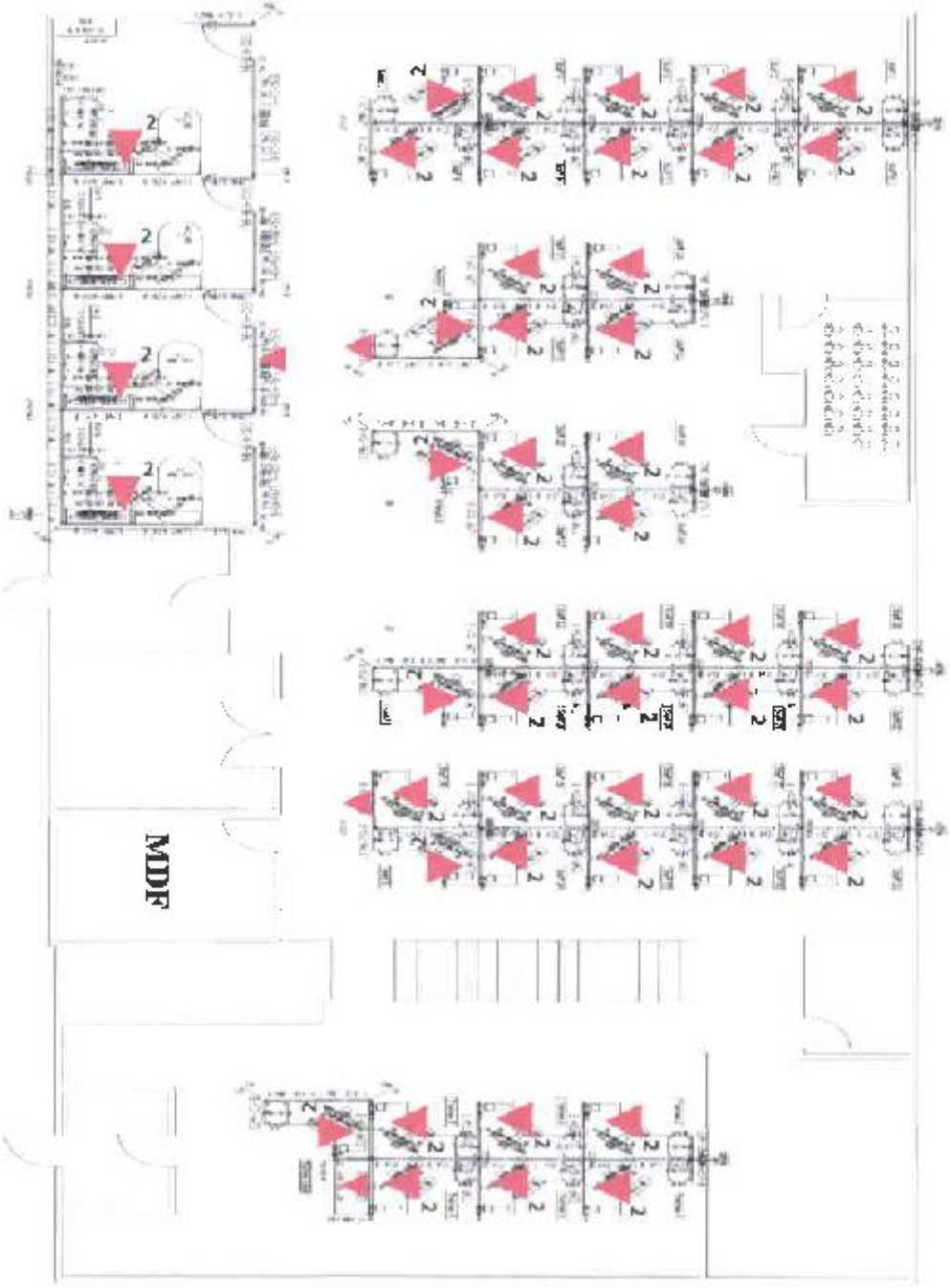
7. Protest Procedures

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a “Letter of Intent to Protest”, the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the County of Merced.

Upon receipt of the formal protest, the County Executive Officer, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Supervisors stating their concerns. The decision of the Merced County Board of Supervisors constitutes the final step of the Bidder’s administrative remedy. A protest shall be disallowed when, in the judgment of the County Executive Officer, or his/her designee, or County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Merced County, the protest will be disallowed.

EXHIBIT 1
MAP OF WIRING SITE



ATTACHMENT A
SIGNATURE SHEET

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

Name of Individual/Company: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

County Business License No _____ Expiration Date: _____

Professional License No _____ Expiration Date: _____

State Business License No. _____ Expiration Date: _____

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

E-Mail: _____

THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID

ATTACHMENT B
BID COST SHEET

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

Item Number	**Qty**	**Description** (Model / Manufacture #)	**Unit Price**	**Tax 8.00%**	**Total**
1		**LABOR**			
		Labor hours			
		Labor rates			
		Labor grade with detail			
		Total Labor			
2	**Qty - Feet**	**Material** Item Breakdown in Detail Include Manufacturer Part Number			
		Use additional pages as needed			
		For Example:			
	Feet	a) Cable			
		b) Patch Panel			
	Length of each	c) Patch Cable			
		d) Wire Managers Vertical/Horizontal			
	ea	e) Connectors			
	ea	f) Caddy / J Hooks			
	ea	g) Rack - Including the following: Runway to wall, Top Mounting Plate & Angle bracket.			
GRAND TOTAL				$	
Date:		**Signature:**			

THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID

ATTACHMENT C
REFERENCE LIST

1) NAME: _____

ADDRESS: _____
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

2) NAME: _____

ADDRESS: _____
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

3) NAME: _____

ADDRESS: _____
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID

ATTACHMENT D

SUBCONTRACTOR LIST

SUBCONTRACTOR NO: 1 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 2 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 3 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 4 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 5 - COMPANY NAME: __

ADDRESS: _____

CONTACT PERSON: _____TITLE:_____

E-MAIL: _____ TELEPHONE NUMBER:_____

AMT. OF CONTRACT: _____DATE AND TYPE OF SERVICE _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID