

INTERNAL LOW VOLTAGE CABLING AGREEMENT

AGT. # 19-018

THIS INTERNAL LOW VOLTAGE CABLING AGREEMENT ("Agreement") is made and entered into this 29th day January, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and Teledata Services Company, a California corporation, located at 3886 N Ann Ave, Fresno, CA 93727 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY needs to contract for house cabling ("internal cabling") for County owned and leased buildings; and

WHEREAS, COUNTY issued Request for Quotation (RFQ) No. 19-018 soliciting proposals from qualified CONTRACTORS to provide internal cabling service to County owned and leased buildings. The cabling services may include low voltage copper cabling and short run fiber, including repairs to existing cable plants, installation of new data drops to existing cable plants, and the installation or expansion of cable plants at existing and new County locations in accordance with specific terms, conditions and requirements; and

WHEREAS, COUNTY desires to enter into this Agreement with CONTRACTOR in order to expeditiously provide for the COUNTY'S needs for cabling services; and

WHEREAS, CONTRACTOR is willing and able to provide the above-described cabling services to the COUNTY subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Agreement, the parties agree as follows:

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I. JOB ORDERS FOR SERVICE/SERVICE RELATED PRODUCTS

CONTRACTOR shall provide services in accordance with the specifications, requirements, terms, conditions, etc. of RFQ No. 19-018 and CONTRACTOR's response to RFQ No. 19-018.

All products supplied by CONTRACTOR shall be F.O.B. destination. Any changes to specifications, services or products from this Agreement shall be implemented only in writing and in accordance with the terms of this Agreement. COUNTY's RFQ No. 19-018 and CONTRACTOR's response to RFQ No. 19-018 are incorporated by this reference incorporated. These documents shall be maintained by COUNTY's Purchasing Manager at 4525 East Hamilton Avenue, Fresno, California.

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II. PARTICIPATING DEPARTMENTS

Only the COUNTY's Internal Services Department - Information Technology Services Division (ISD-IT) is authorized to participate in this Agreement or to place orders for low voltage cabling projects under this Agreement. County shall designate in writing an ISD-IT Project Manager ("ISD-IT Project Manager") to coordinate and manage the projects under this Agreement.

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III. JOB ORDERS/REQUESTS FOR QUOTES

COUNTY shall place orders with CONTRACTOR on an as-needed basis. Orders will be placed in writing by designated representatives from ISD-IT. CONTRACTOR and ISD-IT shall agree which personnel are authorized to place orders against this Agreement. A written list of such authorized COUNTY personnel shall be maintained and kept current by both the CONTRACTOR and COUNTY for the term of this AGREEMENT.

1 A. CONTRACTOR IDENTIFICATION

2 COUNTY's RFQ and CONTRACTOR's Response, and bid tabulation sheet,
3 which are provided as Attachments B and C, respectively, are incorporated by
4 reference and are made a part of this Agreement.

5 B. The required response levels for emergency service calls are as follows:

6 LEVEL I – Requires onsite response within one (1) hour or less.

7 LEVEL II – Requires onsite response within four (4) hours or less.

8 LEVEL III – Requires onsite response at 7:00 AM, the next normal working day.

9 Determination of call response level is at the discretion of the County Representative or
10 his/her authorized representative(s). Failure to furnish emergency response services
11 within the above-specified required response time may result in one or more of the
12 following consequences: withholding of payment or termination of this Agreement as to
13 the breaching CONTRACTOR only.

14 C. SECURITY – Failure to fully comply with the security requirements as set forth in this
15 Section 1(F) will be considered a breach of contract and shall result in termination of
16 this Agreement for default as to the breaching CONTRACTOR only. CONTRACTOR
17 personnel shall cooperate with all COUNTY Security personnel at all times and shall be
18 subject to and conform to COUNTY security rules and regulations. Any violations or
19 disregard of these rules may be cause for denial of access to COUNTY property.
20 COUNTY may change these policies and procedures at any time, without any prior
21 notice to CONTRACTOR. It is the CONTRACTOR's responsibility to have the most
22 recent versions of the Exhibits below.

- 23 1. CONTRACTOR acknowledges that the Juvenile Justice Campus (JJC) and the
24 Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities are "no-
25 hostage facilities". CONTRACTOR(s) shall ensure that its employees and any
26 sub-contractors working in the JJC, and associated facilities, agree to abide by
27 COUNTY'S rules for a no-hostage facility as set forth in Attachment D and E,
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1 attached and incorporated by this reference. CONTRACTOR shall plan and
2 execute all work in such a manner as to prevent a security breach of the JJC and
3 FSCO detention facilities or any other COUNTY secured facility.

- 4 2. CONTRACTOR shall comply with all Prison Rape Elimination Act (PREA)
5 standards for juvenile correctional facilities as set forth in Attachment F, attached
6 and incorporated by this reference. The Probation Department shall provide
7 Trainings, as necessary, at no charge to CONTRACTOR. CONTRACTOR shall
8 comply with all Probation Department Policies and Procedures. In the event of a
9 dispute involving COUNTY staff and a CONTRACTOR employee or
10 subcontractor, the on-duty Facility Administrator will have the final decision.
11 Information on the Prison Rape Elimination Act can be found at:

12 <http://www.prearesourcecenter.org/>.

- 13 3. When a bid is released, as specified in Section III (C) above, COUNTY may
14 require CONTRACTORS who are interested in submitting a bid to have their
15 respective staff pass a background investigation through the Fresno County's
16 Sheriff – Coroner Office, as stated in Attachment G, attached and incorporated
17 by this reference, prior to commencing services on the specified bid project.
18 Decision to require a background investigation on a bid, or lack thereof, will be at
19 the sole discretion of the COUNTY and will be relayed to all CONTRACTORS at
20 time of bid release.

- 21 D. In accordance with Labor Code section 1770, et seq., the Director of the Department of
22 Industrial Relations of the State of California has determined the general prevailing
23 wages rates and employer payments for health and welfare pension, vacation, travel
24 time and subsistence pay as provided for in Section 1773.1, apprenticeship or other
25 training programs authorized by Section 3093, and similar purposes applicable to the
26 work to be done.

1 Information pertaining to applicable Prevailing Wage Rates may be found on the
2 website for the State of California – Department of Industrial Relations:

3 <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable
4 prevailing wage rates for apprentices may be found on the website for the State of
5 California – Department of Industrial Relations:

6 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

7 It shall be mandatory upon the CONTRACTOR and upon any
8 subcontractor to pay not less than the prevailing wage rates, including overtime and
9 holiday rates, to all workers, laborers, or mechanics employed on this public work
10 project, including those workers employed as apprentices. Further, CONTRACTOR
11 and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6
12 concerning the employment of apprentices. A copy of the above-mentioned
13 prevailing wage rates shall be posted by the CONTRACTOR at the job site where it
14 will be available to any interested party.

15 CONTRACTOR shall comply with Labor Code section 1775 and shall
16 forfeit as a penalty to COUNTY Two Hundred Dollars (\$200.00) for each calendar
17 day or portions thereof, for each worker paid less than the prevailing wage rates for
18 the work or craft in which the worker is employed for any work done under this
19 project by CONTRACTOR or by any subcontractor under CONTRACTOR in violation
20 of Labor Code section 1770, et seq. In addition to the penalty, the difference
21 between the prevailing wage rates and amount paid to each worker for each
22 calendar day or portion thereof for which each worker was paid less than the
23 prevailing wage rate shall be paid to each worker by the CONTRACTOR or
24 subcontractor.

25 CONTRACTOR and each of its subcontractors shall keep an accurate
26 record showing the name, address, social security number, work classification,
27 straight time and overtime hours worked each day and week, and the actual per
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1 diem wages paid to each journeyman, apprentice, worker, or other employee
2 employed by him or her in connection with this public work project. In accordance
3 with Labor Code section 1776, each payroll record shall be certified and verified by a
4 written declaration under penalty of perjury stating that the information within the
5 payroll record is true and correct and that the CONTRACTOR or subcontractor has
6 complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any
7 work performed by its employees on this public work project. These records shall be
8 open at all reasonable hours to inspection by the COUNTY, its officers and agents,
9 and to the representatives of the State of California – Department of Industrial
10 Relations, including but not limited to the Division of Labor Standards Enforcement.
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- 12 E. Licensing – CONTRACTOR shall possess at all times, and maintain proof of, during the
13 Term of this Agreement, a current State of California contractor's License, Class C-39
14 or another license class that covers the work to be performed. CONTRACTOR must
15 immediately give notice to the COUNTY if this license is suspended or revoked at any
16 time during the Term of this Agreement. If at any time during the Term of this
17 Agreement, CONTRACTOR'S license, as described in this Section III (E), is not in full
18 force and effect, this shall be grounds for immediate Termination, in accordance with
19 Section IV.
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21 **IV. OBLIGATIONS OF CONTRACTOR**

22 **A. BID REQUIREMENTS:**

23 Each job bid shall define the services to be offered, how these services would be
24 used to the COUNTY's advantage, and how CONTRACTOR will be available to
25 ensure that the data cable installation services provided to the County are
26 consistently provided at a high level. CONTRACTOR shall detail all costs associated
27 with the data cable installation services described. All costs, recurring and non-
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1 recurring, shall be presented in a manner that allows costs to be easily understood.
2 At a minimum, cost proposals shall specify: Job title and Job ID number; job
3 description; requested start and completion dates; special comments or
4 considerations, parts and cost; labor hours and cost; and tax and freight.

5 **B. SERVICE SPECIFICATIONS**

6 CONTRACTOR will be required to provide voice/data grade, copper riser, station
7 distribution, multimode fiber, single mode fiber and Category 6/5E data cabling
8 distribution to support voice and data communications.

9 **1. VOICE, DATA and FIBER TERMINATIONS**

- 10 a. Data terminations shall be made on a standard single Category 6A Class E
11 RJ-45 8 *position jack (ANSI/TIA/EIA-568-8), depending on existing cable*
12 *plant requirements*. Certification in the installation of Ortronics products and
13 Berk-tek cable Category 6A Class E is required, as specified under the
14 Installers Qualification section. Wiring standard for Category 6A Class E
15 wiring termination is T568B.
- 16 b. Equipment room MDF and IDF terminations for voice applications shall be
17 made on standard 110-type termination blocks and associated mounting
18 brackets and hardware specifically designed for the purpose. The use and/or
19 combination of cable trays, backboards, wall frames, and stand-alone frames
20 are expected to provide a logical and proper layout to equipment spaces and
21 IDF locations (ANSI/TIA/EIA-606-A).
- 22 c. Fiber cable to be supplied shall be multimode 62.5/125 micron, single mode
23 at 8.3/125. The CONTRACTOR shall be certified to install both multi-mode
24 and single mode fiber with non-mechanical termination via fusion splicing.

25 **2. INSTALLATION**

- 26 a. CONTRACTOR will coordinate with COUNTY's ISD-IT to schedule any
27 anticipated interruptions to existing telephone/data communications.

1 Interruptions shall be minimized and may be requested to be performed after-
2 hours, on weekends and/or holidays.

- 3 b. CONTRACTOR will notify the ISD-IT Project Manager of any potential
4 disturbance prior to beginning work on any installation activity that may be
5 potentially disruptive (i.e. drilling, running cable, mounting frames, raceway,
6 etc.) to administrative activity.
- 7 c. CONTRACTOR shall supply its own tools and equipment, including brooms,
8 dustpans, ladders, etc.
- 9 d. CONTRACTOR shall broom clean work areas at the end of each shift or
10 workday.
- 11 e. CONTRACTOR'S installation equipment, materials, and product will ONLY
12 be allowed to be kept in specified areas. Hallways, office areas, lobbies, etc.
13 are not suitable for storage and COUNTY will NOT be held liable for missing
14 or stolen equipment.
- 15 f. Wiring to all outlets to run above the ceiling shall be fastened to the building
16 structure at eight (8) foot intervals through the combined use of, but not
17 limited to, J hooks, beam clamps, D-rings, and hangers. At no time shall
18 voice or data drops/homeruns be directly secured to the building structure
19 above the ceiling without the use of cable supports. Cabling above the ceiling
20 shall be sectioned off, bundled and tied, and routed back to intermediate or
21 MDF/IDF or MPOE using a star configuration. All wiring shall run continuously
22 from the outlet to the wiring closet without breaks or splices. Cable supports
23 shall be employed every eight (8) feet. Cable supports (J Hooks, etc.) shall
24 be sized 50% larger than needed to allow for future growth.
- 25 g. In areas where ceiling tiles are removed for cable pulling, or ceiling tiles are
26 damaged as a result of cable pulling, CONTRACTOR shall replace tiles with
27 like tiles.

- 1 h. All boxes, equipment and cable shall be firmly secured in place. Boxes, jacks
2 and blocks shall be plumb and square. Consideration will be given for overall
3 aesthetic factors. Sample installation diagrams and layouts shall be followed
4 at all times. Deviations due to design and/or building structural considerations
5 must be cleared with COUNTY's ISD-IT Project Manager.
- 6 i. Any new or replacement premises wiring shall be clearly labeled.
7 CONTRACTOR and COUNTY will work to design a structured method of
8 designating all cabling involved with the project.
- 9 j. CONTRACTOR will observe all departmental and COUNTY safety and
10 security regulations.
- 11 k. CONTRACTOR is responsible for repair of any damage it causes to any
12 COUNTY building. CONTRACTOR shall exercise reasonable care to avoid
13 any damage to property. CONTRACTOR must report to the County any
14 property damage that occurs during CONTRACTOR'S occupancy of the site.
- 15 l. CONTRACTOR will perform duties as requested, such as connecting ground
16 lugs and common carrier networks.
- 17 m. CONTRACTOR must correct all defects for which the CONTRACTOR is
18 responsible within one (1) week of notification, unless other arrangements are
19 agreed upon in writing (email is sufficient) by COUNTY and CONTRACTOR.
- 20 n. Upon completion of the work, CONTRACTOR must remove its tools,
21 equipment and all rubbish and debris from the premises and must leave the
22 premises clean and neat.
- 23 o. CONTRACTOR will obtain ISD-IT permission before cutting into or through
24 any part of the building structure such as beams, girders, concrete or tile
25 floors, partitions and ceilings. CONTRACTOR shall restore any girders,
26 beams, floors, partitions, ceilings, fire partitions and walls to their original
27 condition.

- 1 p. CONTRACTOR shall coordinate all work with ISD-IT.
- 2 q. Core boring set up shall be handled in such a way as to minimize interference
- 3 with daily operations and with minimal impact to the work environment.
- 4 Structural engineering approval may be required, depending upon the
- 5 building and location of the desired core bore.
- 6 r. Fiber optic cable service loops shall be provided at all fiber termination points.
- 7 Wiring closet loops shall be a minimum of 15 ft. End termination or main
- 8 termination point loop shall be a minimum of 30 ft. Long haul fiber
- 9 connections must include a minimum 150' length or greater at each vault.
- 10 s. Category 6A Class E and Category 3 horizontal cabling shall have a
- 11 minimum two (2) foot service loop for each cable above ceiling. Each service
- 12 loop shall be neatly dressed and secured.
- 13 t. Category 6A Class E patch panel terminations shall maintain cable jacket and
- 14 twist a minimum of one half inch from point of termination. End station
- 15 terminations shall maintain cable jacket and twist up to the edge of the jack
- 16 housing.
- 17 u. All indoor/outdoor splices and distribution must be enclosed in an enclosure
- 18 designed for the purpose and able to provide maximum protection to splices
- 19 and protection from environmental effects.
- 20 v. All splices must be impervious to environmental effects and mechanical
- 21 shock.
- 22 w. Splice trays must protect all fiber splices.
- 23 x. MDF/MPOE and associated vaults will contain loops for strain relief to hinder
- 24 the possibility of breakage and connection failure.
- 25 y. The use of inner duct is mandatory in ALL situations that fiber is being
- 26 installed. Buried or aerial fiber optic cable must be approved and designed to
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specific standards intended for aerial or buried application. In general, all fiber must run in inner duct to its termination point (fiber patch panel).

i. Plenum grade is required by COUNTY when required by code, or when specified by ISD-IT Low Voltage Coordinator, and shall run in an inner duct to its termination point (fiber patch panel).

z. Installation work may involve performing installation duties in an operational, production datacenter. At no time will installation work be permitted without direction from COUNTY's ISD-IT Project Manager.

3. TESTING AND ACCEPTANCE

a. ISD-IT will make inspection as it deems necessary when notified by the CONTRACTOR that the services requested, or any part thereof, are ready for acceptance. If items from the bid have been omitted or need changing as per requirements stated herein, they shall be noted in a punch list. This punch list will be given to CONTRACTOR, who is expected to complete all items within the time specified by ISD-IT.

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. Performance and quality tests shall be conducted as specified for each job.

d. Incorporating the full range of testing specified, successful testing by the CONTRACTOR shall include a written report of all performance and quality results provided to the ISD-IT Project Manager.

e. Implementation of any and all punch list items which may result from inspections by the ISD-IT Project Manager must be completed within one (1) week unless agreed upon by both parties.

f. Acceptance of the work provided for the services requested shall be granted after all equipment has passed the required tests, and has been in operation

thirty (30) consecutive days without a major failure. In the event of a 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.

- g. Final payment to CONTRACTOR will be made within 45 days receipt of an approved invoice and upon acceptance of services from ISD-IT.

4. Category 6A Class E

Testing shall be end to end, patch panel to jack including patch cables. (Total run length not to exceed 316ft., with patch cables 328ft). Test results shall be presented in an Excel spreadsheet, version 5.0 or greater, detailing cable port location (building, closet etc.) and all requested test data for the run.

The following tests shall be run on all installed Category 6A Class E data runs.

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

5. SINGLE MODE AND MULTI MODE FIBER TESTING

Testing shall be end to end with all terminations and splices involved for each strand tested, OTDR, both directions. Test results shall be presented in an Excel spreadsheet, version 5.0 or greater, detailing cable, cable port, location (building, closet etc.), length and attenuation in dB.

The following standards will be used on all installed fiber strands:

- a. ANSI/TIA/EIA-455-59A, Measurement of Fiber Point Discontinuities Using an OTDR.
- b. ANSI/TIA/EIA-455-60A, Measurement of Fiber or Cable Length Using an OTDR.
- c. ANSI/TIA/EIA-455-61A, Measurement of Fiber or Cable Attenuation Using an OTDR.
- d. ANSI/TIA/EIA-526-7, Optical Power Loss Measurements of Installed Singlemode Fiber Cable Plant.
- e. ANSI/TIA/EIA-526-14-A, Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant.

6. INSTALLER QUALIFICATIONS

- a. CONTRACTOR is required to provide a qualified installer, certified for the installation of Ortronic products and Berk-Terk cabling (or equivalent), for every job bid. Evidence of these certifications may be required, at any time, during the term of the Agreement.
- b. Special qualifications (livescan or other) may be required for CONTRACTOR installer(s), depending upon job environments, location or purpose (example: Sheriff's office, Coroner, and School sites).

C. SERVICE WARRANTY

CONTRACTOR shall provide a warranty of 30 days following occupancy as a standard business practice unless the warranty requirement is waived in writing by the COUNTY's ISD-IT Project Manager.

V. TERM

This Agreement shall become effective on the effective date and shall remain effective for an initial term of three (3) years ("Initial Term"). Thereafter, this Agreement shall automatically renew for a maximum of two (2) additional one (1) year periods,

1 unless written notice is delivered by either party to the other expressing an intent not to
2 renew. Such notice must be delivered a minimum of sixty (60) days prior to the then
3 current expiration date of this Agreement. COUNTY's Chief Information Officer is hereby
4 authorized to provide such notice of non-renewal.
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6 **VI. TERMINATION**

7 **A. NON-ALLOCATION OF FUNDS**

8 The terms of this Agreement, and the services to be provided thereunder, are
9 contingent upon the approval of funds by the appropriating government agency.
10 Should sufficient funds not be allocated, the services provided may be modified, or
11 this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days
12 advance written notice.

13 **B. BREACH OF CONTRACT**

- 14 1. COUNTY may immediately suspend or terminate this Agreement in whole or in
15 part, where in the determination of the COUNTY there is:
- 16 a. An illegal or improper use of funds;
 - 17 b. A failure to comply with any term of this Agreement;
 - 18 c. Improperly performed service.

19 In no event shall any payment by the COUNTY constitute a waiver by the
20 COUNTY of any breach of this Agreement or any default, which may then exist
21 on the part of the CONTRACTOR. Neither shall such payment impair or
22 prejudice any remedy available to the COUNTY with respect to the breach or
23 default. The COUNTY shall have the right to demand of the CONTRACTOR the
24 repayment to the COUNTY of any funds disbursed to the CONTRACTOR under
25 this Agreement, which in the judgment of the COUNTY were not expended in
26 accordance with the terms of this Agreement. CONTRACTOR shall promptly
27 refund any such funds upon demand.
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1 C. WITHOUT CAUSE

2 Under circumstances other than those set forth above, this Agreement may be
3 terminated by COUNTY by giving thirty (30) days advance written notice of an
4 intention to terminate CONTRACTOR.
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7 **VII. COMPENSATION**

8 COUNTY shall compensate CONTRACTOR in an amount equal to that offered by
9 CONTRACTOR in its accepted written quotation for each specific COUNTY job bid.
10 Such quotations shall be subject to the terms, conditions, requirements etc. of this
11 Agreement, even if not so stated on CONTRACTOR's quotation. The terms and
12 conditions of this Agreement shall take priority over any conflicting terms and conditions
13 stated in CONTRACTOR's quotation. Terms and conditions stated on the quotation that
14 conflict with this Agreement shall not apply even if COUNTY accepts the quotation,
15 unless specifically identified by COUNTY and accepted in writing.

16 In no event will the compensation paid by COUNTY for services or goods provided
17 pursuant to this Agreement exceed four million, five hundred thousand dollars (\$4,500,000)
18 during the Initial Term. Maximum budgetary expenditure limits will be increased by Five
19 Hundred Thousand Dollars (\$500,000) for each of the two automatic one-year renewal
20 periods, as specified for elective years four (four year agreement total not to exceed
21 amount \$5,000,000) and five (five year agreement total not to exceed amount \$5,500,000).
22 In no event shall compensation paid by COUNTY for services or goods provided pursuant
23 to this Agreement exceed Five Million, Five Hundred Thousand Dollars (\$5,500,000) for the
24 possible five year term (Overall Term).
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1 **VIII. TAXES, SHIPPING/HANDLING AND SPECIAL FEES**

2 **A. TAXES.**

3 County is required to pay tax on products at 100% of the current applicable tax
4 rate. If a non-tangible service is included, there is no tax. All taxable items must be
5 individually identified on the CONTRACTOR's quotation in response to the Request
6 for Quote, unless all items are taxable at 100% of the current California tax rate.

7 **B. SHIPPING/HANDLING.**

8 All shipping/handling costs must be included on CONTRACTOR's quotation in
9 response to the Request for Quote. On rare occasions, it may be necessary for the
10 CONTRACTOR to indicate that special shipping and handling charges will have to
11 be assessed just prior to delivery. In that instance, an estimated shipping/handling
12 charge must be included and identified on the quotation. The invoiced
13 shipping/handling amount cannot exceed the estimated shipping/handling amount.
14 COUNTY will not accept shipping and/or handling charges appearing on an invoice if
15 not included on the CONTRACTOR's quotation in response to the Request for Quote
16 as a separate line item.

17 **C. SPECIAL FEES.**

18 Special fees such as Environmental Fees or fees assessed pursuant to
19 purchasing contracts for Federal or State General Service Agreements or CMAS or
20 WSCA/NASPO Agreements, must be identified on CONTRACTOR's quotation in
21 response to the Request for Quote or such invoiced fees will not be paid by
22 COUNTY.

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24 **IX. INVOICING/ MANNER OF PAYMENT**

25 **A. INVOICING.**

26 CONTRACTOR shall invoice COUNTY for each order. COUNTY shall pay
27 CONTRACTOR within 45 days of receipt of an approved invoice pending receipt and
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1 acceptance of the completed job order. For example, a large order of products may
2 have to be temporarily warehoused or require setup before delivery of the products.

3 Multiple deliveries may be acceptable in those situations; however, payments will
4 only be made once all items are delivered.

5 Purchasing Card: Some items are only available for purchase via a County
6 Purchasing Card. This includes unique software, software licenses, specialized parts
7 or equipment, specialized services, etc. These items will be processed through the
8 normal charge card purchasing procedures as established by COUNTY.

9 10 **X. INDEPENDENT CONTRACTOR**

11 In performance of the work, duties and obligations assumed by each CONTRACTOR
12 under this Agreement, it is mutually understood and agreed that CONTRACTOR,
13 including any and all of the CONTRACTOR's officers, agents, and employees will at all
14 times be acting and performing as an independent contractor, and shall act in an
15 independent capacity and not as an officer, agent, servant, employee, joint venturer,
16 partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to
17 control or supervise or direct the manner or method by which CONTRACTOR shall
18 perform its work and function. However, COUNTY shall retain the right to administer this
19 Agreement so as to verify that CONTRACTOR is performing its obligations in
20 accordance with the terms and conditions thereof.

21 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and
22 the rules and regulations, if any, of governmental authorities having jurisdiction over
23 matters the subject thereof.

24 Because of its status as an independent contractor, CONTRACTOR shall have
25 absolutely no right to employment rights and benefits available to COUNTY employees.
26 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
27 employees all legally-required employee benefits. In addition, CONTRACTOR shall be

1 solely responsible and save COUNTY harmless from all matters relating to payment of
2 CONTRACTOR employees, including compliance with Social Security withholding and
3 all other regulations governing such matters. It is acknowledged that during the term of
4 this Agreement, CONTRACTOR may be providing services to others unrelated to the
5 COUNTY or to this Agreement.
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7 **XI. MODIFICATION**

8 Any matters of this Agreement may be modified from time to time by the written
9 consent of all the parties without, in any way, affecting the remainder.
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11 **XII. NON-ASSIGNMENT**

12 Neither COUNTY nor CONTRACTOR shall assign, transfer or sub-contract this
13 Agreement nor their rights or duties under this Agreement without the prior written
14 consent of the other party.
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16 **XIII. HOLD HARMLESS**

17 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
18 request, defend the COUNTY, its officers, agents, and employees from any and all costs
19 and expenses, including attorney's fees and costs, damages, liabilities, claims, and
20 losses occurring or resulting to COUNTY in connection with the performance, or failure
21 to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement,
22 and from any and all costs and expenses, including attorney's fees and costs, damages,
23 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation
24 who may be injured or damaged by the performance, or failure to perform of
25 CONTRACTOR, its officers, agents, or employees under this Agreement.

26 The provisions of this Section XIII shall survive the termination of this Agreement.
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XIV. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement.

A. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. AUTOMOBILE LIABILITY

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. Coverage should include owned, non-owned and hired vehicles used in connection with this Agreement.

C. WORKER'S COMPENSATION

A policy of Worker's Compensation insurance as may be required by the California Labor Code. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be

1 excess only and not contributing with insurance provided under CONTRACTOR's
2 policies herein. This insurance shall not be cancelled or changed without a minimum
3 of thirty (30) days advance written notice given to COUNTY. If the CONTRACTOR
4 maintains broader coverage and/or higher limits than the minimums shown above,
5 the COUNTY requires and shall be entitled to the broader coverage and/or higher
6 limits maintained by the CONTRACTOR.

7 **D. OTHER INSURANCE PROVISIONS**

8 The insurance policies shall contain, or be endorsed to contain, the following
9 provisions:

10 **1. Additional Insured Status**

11 The COUNTY, its officers, officials, employees, and volunteers shall be
12 covered as additional insureds on the CGL policy with respect to liability
13 arising out of work or operations performed by or on behalf of the
14 CONTRACTOR including materials, parts or equipment furnished in
15 connection with such work or operations. General liability coverage can be
16 provided in the form of an endorsement to the CONTRACTOR's insurance (at
17 least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26,
18 CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

19 **2. Primary Coverage**

20 For any claims related to this contract, the CONTRACTOR's insurance
21 coverage shall be primary insurance coverage at least as broad as ISO CG
22 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and
23 volunteers. Any insurance or self-insurance maintained by the COUNTY, its
24 officers, officials, employees, or volunteers shall be excess of the
25 CONTRACTOR's insurance and shall not contribute with it.

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3. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

4. Waiver of Subrogation

CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

5. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. Acceptability of Insurers

Insurance shall be placed with insurers authorized to conduct business in the state with a current A.M. Best, Inc. rating of FSC VII, or better.

7. Claims Made Policies (note – should be applicable only to professional liability, see below) If any of the required policies provide claims-made coverage:

- a) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

1 b) Insurance must be maintained and evidence of insurance must be
2 provided *for at least five (5) years after completion of the contract of*
3 *work.*

4 c) If coverage is canceled or non-renewed, and not replaced *with*
5 *another claims-made policy form with a Retroactive Date prior to the*
6 contract effective date, the CONTRACTOR must purchase “extended
7 reporting” coverage for a minimum of *five (5) years after completion of*
8 work.

9 8. Verification of Coverage

10 CONTRACTOR shall furnish the COUNTY with original certificates and
11 amendatory endorsements or copies of the applicable policy language
12 effecting coverage required by this clause. All certificates and endorsements
13 shall be received and approved by the COUNTY before work commences.
14 However, failure to obtain the required documents prior to the work beginning
15 shall not waive the CONTRACTOR’s obligation to provide them. The
16 COUNTY reserves the right to require complete, certified copies of all
17 required insurance policies, including endorsements required by these
18 specifications, at any time.

19 9. Special Risks or Circumstances

20 COUNTY reserves the right to modify these requirements, including
21 limits, based on the nature of the risk, prior experience, insurer, coverage, or
22 other special circumstances.

23 Within Thirty (30) days from the date CONTRACTOR signs and executes this
24 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as
25 stated above for all of the foregoing policies, as required herein, to the County of Fresno,
26 (Name and Address of the official who will administer this contract), stating that such
27 insurance coverage have been obtained and are in full force; that the County of Fresno,
28

1 its officers, agents and employees will not be responsible for any premiums on the
2 policies, and that for such worker's compensation insurance the CONTRACTOR has
3 waived its right to recover from the COUNTY, its officers, agents, and employees any
4 amounts paid under the insurance policy and that waiver does not invalidate the
5 insurance policy.

6 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
7 herein provided, the COUNTY may, in addition to other remedies it may have, suspend
8 or terminate this Agreement upon the occurrence of such event.

9 All policies shall be issued by admitted insurers licensed to do business in the State
10 of California, and such insurance shall be purchased from companies possessing a
11 current A.M. Best, Inc. rating of A FSC VII or better.

12 13 **XV.AUDITS AND INSPECTIONS**

14 The CONTRACTOR shall at any time during business hours, and as often as the
15 COUNTY may deem necessary, make available to the COUNTY for examination all of
16 its records and data with respect to the matters covered by this Agreement.

17 CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and
18 inspect all of such records and data necessary to ensure CONTRACTOR's compliance
19 with the terms of this Agreement.

20 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall
21 be subject to the examination and audit of the California State Auditor for a period of
22 three (3) years after final payment under contract (Government Code Section 8546.7).
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XVI. NOTICES

The persons and their addresses having authority to give and receives notices under this AGREEMENT include the following:

COUNTY OF FRESNO:

CONTRACTOR:

Director of Internal Services

Teledata Services Company

333 W. Pontiac Way

3886 N Ann Ave

Clovis, CA 93612-5893

Fresno, CA 93727-7447

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not

1 limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
2 beginning with section 810).
3

4 **XVII. ESCALATION CONTACT INFORMATION**

5 The persons and their contact information that the COUNTY or CONTRACTOR may
6 use to escalate problems or situations are as follows:
7

8 **COUNTY:**

CONTRACTOR:

9 Contact #1:

10 Information Technology Division

Teledata Services Company

11 Manager

President J Mark. Furin

12 Office Phone: (559) 600-5800

(559) 291-3975

13 helpdesk@fresnocountyca.gov

mark@tscfresno.com

14 333 W Pontiac Ave

3886 N Ann Ave

15 Clovis, CA 93612

Fresno, CA 93727-7447

16 Contact #2:

17 Office Phone:

18 Cell Phone: (559) 999-9999

19 email

20 333 W Pontiac Ave

21 Clovis, CA 93612
22

23 **XVIII. GOVERNING LAW**

24 Venue for any action arising out of or related to this Agreement shall only be in
25 Fresno County, California. The rights and obligations of the parties and all interpretation
26 and performance of this Agreement shall be governed in all respects by the laws of the
27 State of California.
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1 **XIX. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

2 This provision is only applicable if the CONTRACTOR is operating as a corporation
3 (a for-profit or non-profit corporation) or if during the term of this Agreement, the
4 CONTRACTOR changes its status to operate as a corporation (Attachment A).

5 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
6 transactions that they are a party to while CONTRACTOR is providing goods or
7 performing services under this agreement. A self-dealing transaction shall mean a
8 transaction to which the CONTRACTOR is a party and in which one or more of its
9 directors has a material financial interest. Members of the Board of Directors shall
10 disclose any self-dealing transactions that they are a party to by completing and signing
11 a Self-Dealing Transaction Disclosure Form (Exhibit 1) and submitting it to the COUNTY
12 prior to commencing with the self-dealing transaction or immediately thereafter.
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
2 day and year first hereinabove written.
3

4 **TELEDATA SERVICES**
5 **COMPANY**

6 
7 (Authorized Signature)

8 J. Mark Furin, President
9 Print Name & Title

10 3886 N Ann Ave
11 Fresno, CA 93727-7447
12 Mailing Address

13 **TELEDATA SERVICES**
14 **COMPANY**

15 
16 (Authorized Signature)

17
18 Donald Furin, Secretary
19 Print Name & Title

20 3886 N Ann Ave
21 Fresno, CA 93727-7447
22 Mailing Address

23 **FOR ACCOUNTING USE ONLY:**

24
25 ORG No.: 8905
26 Fund: 1020
27 Subclass: 10000
28 Account No.: 7295

COUNTY OF FRESNO


Nathan Magsig,
Chairman of the Board of Supervisors
of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

1 **ATTACHMENT A**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3 In order to conduct business with the County of Fresno (hereinafter referred to as
4 "County"), members of a contractor's board of directors (hereinafter referred to as
5 "County Contractor"), must disclose any self-dealing transactions that they are a party
6 to while providing goods, performing services, or both for the County. A self-dealing
7 transaction is defined below:

8 *"A self-dealing transaction means a transaction to which the corporation is a party and*
9 *in which one or more of its directors has a material financial interest"*

10 The definition above will be utilized for purposes of completing this disclosure form.

11 **INSTRUCTIONS**

12 (1) Enter board member's name, job title (if applicable), and date this disclosure is
13 being made.

14 (2) Enter the board member's company/agency name and address.

15 (3) Describe in detail the nature of the self-dealing transaction that is being
16 disclosed to the County. At a minimum, include a description of the following:

17 a. The name of the agency/company with which the corporation has the
18 transaction; and

19 b. The nature of the material financial interest in the Corporation's
20 transaction that the board member has.

21 (4) Describe in detail why the self-dealing transaction is appropriate based on
22 applicable provisions of the Corporations Code.

23 (5) Form must be signed by the board member that is involved in the self-dealing
24 transaction described in Sections (3) and (4).

(1) Company Board Member Information:

	Date:	

(2) Company/Agency Name and Address:

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

--

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

--

(5) Authorized Signature

Signature:		Date:	
------------	--	-------	--

Attachment B

COUNTY OF FRESNO



**REQUEST FOR QUOTATION
NUMBER: 19-018**

INTERNAL LOW VOLTAGE WIRING

Issue Date: September 18, 2018

Closing Date: OCTOBER 15, 2018 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Darren Howard at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of _____ % _____ days will apply. County does not accept terms less than 15 days.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE

PRINT NAME

TITLE

Purchasing Use: DH:st

ORG/Requisition: 8905 / 8905190152

TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES	3
OVERVIEW	3
BID INSTRUCTIONS	4
GENERAL REQUIREMENTS & CONDITIONS.....	5
INSURANCE REQUIREMENTS	13
PARTICIPATION.....	15
DIR ACKNOWLEDGEMENT	15
REFERENCE LIST.....	16
SCOPE OF WORK.....	17
QUOTATION SCHEDULE.....	19
CHECK LIST	26

KEY DATES

RFQ Issue Date:

September 18, 2018

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

Written Questions for RFQ Due:

October 2, 2018 at 10:00 A.M.

Questions must be submitted on the Bid Page at Public Purchase.

RFQ Closing Date:

October 15, 2018 at 2:00 P.M.

Quotations must be electronically submitted on the Bid Page.

OVERVIEW

The County of Fresno (County) on behalf of the Internal Service Department, Information Technology Division, is requesting bids from qualified vendors to provide low-voltage cabling (fiber optic cabling) services including installation, and network performance testing for new and existing wiring and equipment.

The County hereby submits a Request for Quotation (RFQ), to award a single vendor for the completion of appropriately \$4-5M of new County expansion and redevelopment projects (min.) during the next 5 years, as well as other County low voltage service needs.

As a component of this bidding process, a prospective project is also being presented for bid. The prospective project is included to serve as a proxy to capture the dimensionality of cabling cost and additional costs related, but not limited, to patch panels, switches, access points, and other required elements of the networking systems.

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the County Administrative Office (CAO) within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by October 2, 2018 at 10:00 A.M., cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Darren Howard at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Bidder agrees to accept for full credit any merchandise sold by him on contract or award resulting from this bid, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

SAMPLES: On request, samples of the products on which you are bidding shall be made available to the County. County will designate where samples are to be delivered.

Successful bidder's samples may be retained for checking against delivery, in which case allowance will be made to vendor.

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be delivered in duplicate to Internal Services Department, Information Technology Division, 333 W. Pontiac Way, Clovis, CA 93612-5613. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Internal Services Department, Information Technology Division.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such

matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

MATERIALS TO BE NEW: All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

RECYCLED PRODUCTS/MATERIALS: Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and

compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

SB 854: California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. Please refer to <http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html> for more information.

This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects.

Contractor must submit verification of DIR registration with their quotation. Failure to submit verification may result in their quotation being considered non-responsive.

PREVAILING WAGES: The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by Contractor or by any subcontractor under Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Contractor and each subcontractor shall keep an accurate record showing the names, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the Contractor or subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees

on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

BIDDER TO COMPLETE:**SUBCONTRACTORS:**

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

CONTRACTOR'S LICENSE:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes.

The bidder shall possess a current State of California contractor's License, Class B – General Building Contractor and Class C-7 – Low Voltage Systems Contractor or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the licenses are other than a Class B – General Building Contractor and a Class C-7 – Low Voltage Systems Contractor, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: _____

Date of Issue: _____

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

Public Contract Code Section 7028.15: Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Internal Services Department (ISD), Attn: Business Office, 333 W. Pontiac Way, Clovis, CA 93612**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:**PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

DIR ACKNOWLEDGEMENT

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.

(Authorized Signature)

Title

DIR Number

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

SCOPE OF WORK

The County, on behalf of the Internal Services Department, Information Technology (ISD-IT) Division, is in need of a single vendor for provision of low voltage cabling services at various County facilities, in accordance with categorical bid amounts listed in this RFQ.

Fresno County encompasses over 6,000 square miles. The County has a need to supply reliable cabling installation and servicing needs throughout the County area, with the majority of servicing needs being centralized in the Fresno/Clovis metropolitan area. Remote areas may include but are not limited; Coalinga, Shaver and Mendota

The County has spent between \$275,000 and \$600,000, per year, over the last three calendar year cycles (2014-2016) for its low voltage cabling projects. The County's Internal Services Department expects its installation(s) to increase threefold (conservative estimate) during the next 5-year cycle. In anticipation for this growth in business, the County seeks to ably secure pricing and vendor availability across small, and large low voltage installation projects.

SUMMARY OF PROXY PROJECT FOR QUOTATION

An attached Comply/Not Comply List (Service Specifications) is provided, detailing all required voice and data termination elements, installation requirements, and testing certifications required in County of Fresno Low Voltage installations.

For this quotation, bidders will be required to submit a singular bid, for a low-voltage wiring project within the interior of a multi-floored County Building. This quotation may not be used as a starting, base quotation for a prospective wiring project within a County Building. An example Worksheet for Quotation is provided. This quotation is to be performed in absentia of a walk-through tour. All bidders will be treated equally and no bidder will be provided with an onsite walk-through.

Bidders will be required to provide evidence of certification for installation of Ortronics and Leviton networking products, and provide unit cost pricing for specific Ortronics and Leviton products, as outlined in the RFQ.

**COUNTY BUILDING WORKSHEET FOR QUOTATION
(PROXY SAMPLE PROJECT)**

- ☐ 6 Floors, 6 Network Rooms above each other concrete floor is 10 inches thick. Each floor as the same layout, this building is a rectangle with no firewalls. Drop ceiling has 3 feet of clearance on each floor. Network room is in the exact center of the building.
- ☐ Vendor shall install 2 network racks in the MDF and 1 in each IDF. Rack shall be Ortronics Mighty Mo 6 cable management rack - 45U, OR-MM6706.
- ☐ Overhead Ladder Rack connecting racks to walls.
- ☐ All network rooms are 12 X 8 ft.
- ☐ Core 2 - 4 inch wholes (under installed rack, both holes under one rack) must be filled with fire-block at the end of the job.
- ☐ All patch panels shall be Leviton eXtreme Cat 6 48 port patch panels.
- ☐ Leave 1 U between patch panels
- ☐ Pull Berk-Tek Single Mode Bend Insensitive ITU-T G.657.A1 12 strand fiber to each IDF from MDF, LC connectors (fuse only).
- ☐ Terminations shall use fusing cassettes at each end, Leviton SPLCS-12L splice Module 12-F OS2 LC Blue.
- ☐ Vendor shall use Leviton 5R2UH-S06 Opt-X 2000i 2RU Fiber Enclosure with Sliding Tray in the MDF
- ☐ Vendor shall use Leviton 5R1UH-S03 Opt-X 2000i 1RU Fiber Enclosure with Sliding Tray in each IDF.
- ☐ 250 Desktop network connections per floor, 6 Floors. Maximum length is 300 feet. Vendor shall use Berk-Tek Cat 6 Lanmark 1000 Plenum Cable or comparable cable for all station locations.
 - o 2 cables per cubicle, 50 cubicles per floor.
 - o 4 cables per office, cables to be dropped on opposing walls – with two cables on each wall, 25 offices per floor.
 - o 50 remaining cables to be used in different locations; printer stations, conference rooms etc.
- ☐ All single and double gang faceplates shall be Leviton Quickport plates with Leviton Quickport connectors.
- ☐ All modular furniture shall use Leviton modular jacks.
- ☐ Vendor shall mount 5 APs per floor, 6 floors and use Berk-Tek Cat 6A LANmark –XTP or comparable cable. 2 cables per AP. Average length is 200 feet. Place County provided AP's.
- ☐ 15 cameras to be installed throughout the building inside and out. (County to provide camera) access to the roof for cables is existing. Vendor shall use Berk-Tek Cat6 Lanmark 1000 cable for cameras. The total length for each camera is 300 feet.
- ☐ Run 6 Berk-Tek Cat6 Lanmark 1000 cables from MDF to each IDF, terminate, label and test.
- ☐ Any additional materials not indicated here shall be the responsibility of the vendor to provide.
- ☐ Change orders will be completed upon County approval.

QUOTATION SCHEDULE

COMPANY: _____

a. Number anticipated costs for materials, labor, and ancillary costs:

Description	Total Estimated Project Length (Days & Hours)	Labor Persons Estimated (#)	Total Labor & Materials Estimate
All labor, materials, taxes, containers, insurance, etc. as necessary to complete the in-building low voltage wiring needs as specified in the County Building Worksheet for quotation.	_____	_____	\$ _____

Listed Hardware	QTY	Unit Price	Extended Price	Reduced Cost /Bulk Cost
Ortronics Mighty Mo 6 Cable Management Rack- 45U				
Leviton eXtreme Cat 6 48 Port Patch Panels				
Leviton 5R2UH-S06 Opt-X 2000i 1RU Fiber Enclosure with Sliding Tray				
Leviton 5R2UH-S06 Opt-X 2000i 2RU Fiber Enclosure with Sliding Tray				
Leviton Quickport Single Gang Faceplates				
Leviton Quickport Double Gang Faceplates				
Berk-Tek Cat 6 Lanmark 1000 Plenum Cable				
			TOTAL	TOTAL
			\$ _____	\$ _____

COMPLY/NOT COMPLY

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

SERVICE SPECIFICATIONS**COMPLY/
NOT COMPLY**

Provision of voice/data grade, copper riser, station distribution, multi-mode fiber, single mode fiber and CAT 6A Class E/CAT7 data cabling distribution to support voice and data communications

1. VOICE, DATA, AND FIBER TERMINATIONS

- a. Terminations on standard CAT 6A Class E RJ-45 8-position jack (ANSI/TIA/EIA-568B), unless otherwise specified, and according to cable plant requirements
- b. Certified to install Ortonics products
- c. Certified to install Leviton products
- d. Berk-tek CAT6A Class E cable use, and standardized to T568B
- e. MDF/IDF to 110-type termination to appropriately paired bracketing and hardware
- f. Cable trays, backboards, and frames to provide a logical layout to equipment spaces and IDF location (ANSI/TIA/EIA-606A)
- g. Fiber cable at multi-mode 50/125 micron, single mode at ITU-T G.657.A1
- h. The vendor certified to install both multi-mode and single mode fiber.

2. INSTALLATION

- a. The vendor will coordinate with County ISD-IT to coordinate anticipated interruptions; County reserves the right to minimize interruptions /schedule some services during after hour schedules
- b. The vendor will advise ISD-IT of major disturbances (drilling, framing, and other installation) prior to beginning work
- c. The vendor shall supply its own necessary tools, equipment, ladders, etc., to complete work
- d. The vendor shall broom clean/work areas at end of each shift workday
- e. Installation equipment, materials and product will only be allowed to be kept in specified areas; hallways, office areas, lobbies, etc.; County will not be held liable for lost or stolen equipment
- f. All cabling secured above ceiling spaces to building structure at eight (8) foot intervals through combined use of, but not limited to, J hooks, beam clamps, D-rings, and hangers.
 - At no time shall data drops/homeruns be secured to the building structure above ceiling without the use of cable supports

SERVICE SPECIFICATIONS**COMPLY/
NOT COMPLY**

- Cabling about ceiling shall be sectioned off, bundled & tied; and routed back to intermediate, MDF/IDF(s) or MPOE(s) using a star configuration
 - Wiring shall run continuously from the outlet to the wiring closet without breaks or splices
 - Cable supports (J Hooks, etc.) shall be sized 50% larger than needed to allow for future growth
- g. All Boxes equipment and cable shall be firmly secured in place; boxes, jacks, and blocks shall be plumb and square; consideration to be given for overall installation aesthetics and cleanliness
- Sample Installation diagrams are to be followed at all times
 - Deviations due to design and/or building structure, must be cleared with County's ISD-IT Low Voltage Coordinator
- h. Any new or replacement premises wiring shall be clearly labeled; the vendor and County will work to design a structured method of designing all cabling involved with the project
- i. The vendor will observe all applicable departmental safety and security regulations established
- j. The vendor is responsible for repairing any damage it causes to any County building;
- The vendor shall exercise reasonable care to avoid any damage to County property
 - The vendor must report to the County any property damage that may exist or may occur during the occupancy of the site
- k. The vendor must perform all duties as expected, and run all jumpers and wiring for surge protection to the carrier network, or as otherwise directed by the ISD-IT Project Manager.
- l. The vendor must correct all defects for which the vendor is responsible, within one (1) week of notification, unless other arrangements are agreed upon by County and the vendor
- m. Upon completion of work, the vendor must remove its tools, equipment and all debris from the premises and must leave the premises clean and neat
- n. The vendor will obtain ISD-IT approval before cutting into or through any part of the building structure such as beams, girders, concrete or tile floors, partitions and ceilings. The vendor shall restore any girders, beams, floors, partitions, ceilings, fire partitions and walls to their original condition

SERVICE SPECIFICATIONS**COMPLY/
NOT COMPLY**

- Any roof penetrations shall adhere to NRCA standards. The proper integration of new electrical conduit into existing roofing requires penetrations to be no less than 12" from the base of the perimeter wall or any adjacent penetration or roof curb. Conduit should be contained within a sheet lead pre-manufactured or field-fabricated lead jack in a diameter closely resembling, but larger than that of the conduit. The top of the lead jacks are to be closed from weather using a galvanized stainless steel clamp and Terpolymer sealant. Conduit on weather-resistant wood or rubber blocks are to allow for unrestricted drainage, and verify all anchors used to attach the cameras to the perimeter walls are properly sealed with a Terpolymer sealant – no bituminous (asphalt) or mastic roofing products are to be used.
- o. The vendor shall coordinate all work with ISD-IT
- p. 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. Structural engineering approval may be required, depending upon the building and location of the desired core bore
- q. 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 150ft.
- r. Category 6A Class E 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
- s. Category 6A 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.
- t. 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
- u. All splices must be able to withstand environmental effects and mechanical shock
- v. Splice trays must protect all fiber splices
 - Fusing cassettes are to be used on the end of all terminations unless explicitly defined otherwise by the ISD-IT Low Voltage Coordinator
- w. All inside distribution and outside plant fiber cabling must utilize loops at MDF/MPOE and vaults for strain relief.

SERVICE SPECIFICATIONS**COMPLY/
NOT COMPLY**

- x. The use of inner duct is mandatory in ALL situations that fiber is being installed. Buried or aerial fiber optic cable must be approved and designed to specific standards intended for aerial or buried application.
 - All fiber must be plenum grade when directed according to regulatory code, or unless otherwise specified by ISD-IT low voltage project manager, and run in an inner duct to its termination point (fiber patch panel)
- y. Installation work may involve performing installation duties in an operational, production datacenter. At no time will installation work be permitted without direction from County's ISD-IT project manager and under direct supervision.

3. TESTING AND ACCEPTANCE

- a. ISD-IT will make inspection as it deems necessary when notified by the vendor that the services requested, or any part thereof, are ready for acceptance. If items from the bid have been omitted or need changing as per requirements stated herein, they shall be noted in a "punch list". This deviation list will be given to the vendor, who is expected to complete all items within the time specified by ISD-IT
- 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. Performance and quality tests shall be conducted as specified for each job
- d. Incorporating the full range of testing specified, successful testing by the vendor shall include a written report of all performance and quality results provided to the ISD-IT project manager
- e. Implementation of any and all deviation list items which may result from inspections by the ISD-IT project manager must be completed within one (1) week unless agreed upon by both parties
- f. Acceptance of each bid for the services requested shall be granted after all equipment has passed the tests required, and has been in operation thirty (30) consecutive days without a major failure. In the event of a 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
- g. Final payment to the vendor will be made within forty-five (45) days receipt of an approved invoice and upon acceptance of services from ISD-IT

SERVICE SPECIFICATIONS**COMPLY/
NOT COMPLY****4. CATEGORY 6A CLASS E**

Testing shall be end to end, patch panel to jack including patch cables according to material installed, and according to regulatory code. (Total run length not to exceed 316ft., with patch cables 328ft). Test results shall be presented in an Excel spreadsheet, version 5.0 or greater, detailing cable port location (building, closet etc.) and all requested test data for the run.

The following tests shall be run on all installed Category 6A Class E data runs.

a. Length

b. Insertion Loss

c. NEXT Loss

d. PS NEXT Loss

e. PS Next Loss

f. ACR-F Loss

g. Return Loss

h. Propagation Delay

i. Delay Skew

5. SINGLE MODE AND MULTI-MODE FIBER TESTING

Testing is to be end to end with all terminations and splices involved for each strand tested, OTDR, Both directions. Test results shall be presented in an Excel spreadsheet, version 5.0 or greater, detailing cable, cable port, location (building, closet etc.), length and attenuation in dB. Fluke OTDR testing reports can be utilized where and when approved by the ISD-IT project manager.

The following standards will be used on all installed fiber strands:

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

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

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

d. ANSI/TIA/EIA-526-7, Optical Power Loss Measurements of Installed Single Mode Fiber Cable Plant

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

SERVICE SPECIFICATIONS

**COMPLY/
NOT COMPLY**

INSTALLER QUALIFICATIONS

- a. Each job bid will require a qualified installer, certified for the installation of Ortronic products and Berk-Tec cabling (or equivalent). Evidence of this certification may be required, at any time, during the term of the contract
- b. Special qualifications (livescan or other) may be required for THE VENDOR installer(s), depending upon job environments, location or purpose (example: Sheriff's office, Coroner, School sites)

6. SERVICE WARRANTY

The vendor shall provide a warranty of 30 days following occupancy as a standard business practice unless the warranty requirement is waived in writing by the County's ISD-IT Project Manager

****Please Note: Failure to comply to all services requested will not automatically disqualify any Bidder.**

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. _____ The Request for Quotation (RFQ) has been signed and completed.
2. _____ Addenda, if any, have been signed and included in the bid package.
3. _____ The completed *Reference List* as provided with this RFQ.
4. _____ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. _____ The *Participation* page as provided within this RFQ has been signed and included
7. _____ *Bidder to Complete* page as provided with this RFQ.
8. _____ Verification of Department of Industrial Relations Contractor Registration.
9. _____ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
10. _____ Return checklist with RFQ response.
11. _____ **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

COMPANY: _____

BIDDER QUESTIONNAIRE

BIDDER SHALL RESPOND TO ALL OF THE FOLLOWING QUESTIONS:

1. How many years has your firm has been providing low voltage wiring services:

a. What is the physical address for your company's regionally located base of operations:

b. Of your staff, how many specifically possess BISC I technician certification and associated licensure requirements? How many apprentice underneath certified installers? (i.e. what is your certified technician: apprentice ratio?)

2. On a separate sheet of paper, address each of the following procedures and include a current copy of your firm's policy and procedure manual relating to each procedure.

- A. Personal Security Screening
- B. Facilities and procedures for storing work materials for installation
- C. Training procedures to ensure proper functional terminations and connections
- D. Oversight on work completed

3. Describe how your agency has dealt with any security breaches by employees of your company.

4. Explain how your agency has dealt with any NON-best practice installation by staff employed by your company, and how problems were ameliorated.

- 11

No

11

- a. If yes, please name:

6. List all principals, key employees, owners, partners, and any other person controlling the business of the bidder, including their titles.

[illegible]

7. Number of people employed full-time: _____ Part-time: _____

a. List the names, length of service, and full-time or part-time status for each employee.

[illegible]

Attachment C

Teledata Services Company: Table of Contents

	Page
Internal Low Voltage Wiring Packet	1-30
Material Handling and Storage.....	31-32
Hiring Procedure.....	33-35
Termination and Connection.....	36-40
Oversight.....	41-46
DIR Registration.....	47
Certificates	48-51
Addendum	52-53



COUNTY OF FRESNO



REQUEST FOR QUOTATION

NUMBER: 19-018

INTERNAL LOW VOLTAGE WIRING

Issue Date: September 18, 2018

Closing Date: OCTOBER 15, 2018 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Darren Howard at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of 2 % 20 days will apply. County does not accept terms less than 15 days.

Teledata Services Company

COMPANY

3886 N Ann Ave

ADDRESS

Fresno

CITY

California

STATE

93727

ZIP CODE

(559) 291-3975

TELEPHONE NUMBER

(559) 291-3977

FACSIMILE NUMBER

mark@tsfresno.com

E-MAIL ADDRESS

Mark Furin

SIGNATURE

Mark Furin

PRINT NAME

President

TITLE

Purchasing Use: DH:st

ORG/Requisition: 8905 / 8905190152

TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES	3
OVERVIEW	3
BID INSTRUCTIONS	4
GENERAL REQUIREMENTS & CONDITIONS	5
INSURANCE REQUIREMENTS	13
PARTICIPATION	15
DIR ACKNOWLEDGEMENT	15
REFERENCE LIST	16
SCOPE OF WORK	17
QUOTATION SCHEDULE	19
CHECK LIST	26

KEY DATES

RFQ Issue Date:

September 18, 2018

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

Written Questions for RFQ Due:

October 2, 2018 at 10:00 A.M.

Questions must be submitted on the Bid Page at Public Purchase.

RFQ Closing Date:

October 15, 2018 at 2:00 P.M.

Quotations must be electronically submitted on the Bid Page.

OVERVIEW

The County of Fresno (County) on behalf of the Internal Service Department, Information Technology Division, is requesting bids from qualified vendors to provide low-voltage cabling (fiber optic cabling) services including installation, and network performance testing for new and existing wiring and equipment.

The County hereby submits a Request for Quotation (RFQ), to award a single vendor for the completion of appropriately \$4-5M of new County expansion and redevelopment projects (min.) during the next 5 years, as well as other County low voltage service needs.

As a component of this bidding process, a prospective project is also being presented for bid. The prospective project is included to serve as a proxy to capture the dimensionality of cabling cost and additional costs related, but not limited, to patch panels, switches, access points, and other required elements of the networking systems.

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the County Administrative Office (CAO) within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference do not apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by October 2, 2018 at 10:00 A.M., cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Darren Howard at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Bidder agrees to accept for full credit any merchandise sold by him on contract or award resulting from this bid, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

SAMPLES: On request, samples of the products on which you are bidding shall be made available to the County. County will designate where samples are to be delivered.

Successful bidder's samples may be retained for checking against delivery, in which case allowance will be made to vendor.

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be delivered in duplicate to Internal Services Department, Information Technology Division, 333 W. Pontiac Way, Clovis, CA 93612-5613. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Internal Services Department, Information Technology Division.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such

matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

MATERIALS TO BE NEW: All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

RECYCLED PRODUCTS/MATERIALS: Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and

compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

SB 854: California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. Please refer to <http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html> for more information.

This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects.

Contractor must submit verification of DIR registration with their quotation. Failure to submit verification may result in their quotation being considered non-responsive.

PREVAILING WAGES: The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations:

<http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by Contractor or by any subcontractor under Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Contractor and each subcontractor shall keep an accurate record showing the names, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the Contractor or subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees

on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

BIDDER TO COMPLETE:**SUBCONTRACTORS:**

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

N/A

CONTRACTOR'S LICENSE:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes.

The bidder shall possess a current State of California contractor's License, Class B – General Building Contractor and Class C-7 – Low Voltage Systems Contractor or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the licenses are other than a Class B – General Building Contractor and a Class C-7 – Low Voltage Systems Contractor, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: 453586 C-7

Date of Issue: 3/12/1984

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

Public Contract Code Section 7028.15: Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Internal Services Department (ISD), Attn: Business Office, 333 W. Pontiac Way, Clovis, CA 93612**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:**PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☒ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.



(Authorized Signature)

President

Title

DIR ACKNOWLEDGEMENT

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.



(Authorized Signature)

President

Title

1000015964

DIR Number

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.Firm: Teledata Services Company**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: County of Fresno Contact: Raul Valdez
 Address: 333 W Pontiac Way
 City: Clovis State: CA Zip: 93612
 Phone No.: (559) 600-5800 Date: 7/17/2018
 Service Provided: Installation of Cat 6 fibers, fiber optic cabling, OTDR meter testing, cable locating, AP, T.Vs, cameras
point to point antenna, campus cabling, copper splicing, assisting in the design of a data room, and construction from start to finish.

Reference Name: Valley Childrens Hospital Contact: Walt Leah
 Address: 9300 Valley Children's PL
 City: Madera State: CA Zip: 93636
 Phone No.: (559) 353-7315 Date: 5/01/2018
 Service Provided: Working with a HEPA cart around patients. Installation of Cat 6, and fiber optic cabling. Certified testing, cable locating, AP,
TVs, cameras, and point to point antennas. Installation after hours around patients.

Reference Name: Fresno Community Medical Center Contact: Dan Calerwood
 Address: 2823 Fresno St
 City: Fresno State: CA Zip: 93721
 Phone No.: (559) 459-2426 Date: _____
 Service Provided: _____
Installation of Cat 6 cables, fiber optic cabling, AP, AV installs. Pulling cables through manholes in confined spaces, J Hook installation, floor coring, MDF and IDF
buildings.

Reference Name: Fresno Pacific University Contact: Webster Alfonso
 Address: 1717 South Chestnut
 City: Fresno State: CA Zip: 93702
 Phone No.: (559) 453-3415 Date: 4/1/2018
 Service Provided: Installation of Cat 6 and Fiber Optic cabling. Testing, cable locating, AP, TVs, cameras, and point to point antenna. Also, data
room build outs.

Reference Name: Clovis Community Hospital Contact: Tyson Johnson
 Address: 2755 Herndon Ave
 City: Clovis State: CA Zip: 93611
 Phone No.: (559) 387-1252 Ext 41252 Date: 7/11/2018
 Service Provided: Installation of Cat 6 cabling, fiber optic cabling, AP, and AV installation. Confined space certification, J Hook installation, floor coring,
MDF and IDF buildouts.

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

SCOPE OF WORK

The County, on behalf of the Internal Services Department, Information Technology (ISD-IT) Division, is in need of a single vendor for provision of low voltage cabling services at various County facilities, in accordance with categorical bid amounts listed in this RFQ.

Fresno County encompasses over 6,000 square miles. The County has a need to supply reliable cabling installation and servicing needs throughout the County area, with the majority of servicing needs being centralized in the Fresno/Clovis metropolitan area. Remote areas may include but are not limited; Coalinga, Shaver and Mendota

The County has spent between \$275,000 and \$600,000, per year, over the last three calendar year cycles (2014-2016) for its low voltage cabling projects. The County's Internal Services Department expects its installation(s) to increase threefold (conservative estimate) during the next 5-year cycle. In anticipation for this growth in business, the County seeks to ably secure pricing and vendor availability across small, and large low voltage installation projects.

SUMMARY OF PROXY PROJECT FOR QUOTATION

An attached Comply/Not Comply List (Service Specifications) is provided, detailing all required voice and data termination elements, installation requirements, and testing certifications required in County of Fresno Low Voltage installations.

For this quotation, bidders will be required to submit a singular bid, for a low-voltage wiring project within the interior of a multi-floored County Building. This quotation may not be used as a starting, base quotation for a prospective wiring project within a County Building. An example Worksheet for Quotation is provided. This quotation is to be performed in absentia of a walk-through tour. All bidders will be treated equally and no bidder will be provided with an onsite walk-through.

Bidders will be required to provide evidence of certification for installation of Ortronics and Leviton networking products, and provide unit cost pricing for specific Ortronics and Leviton products, as outlined in the RFQ.

**COUNTY BUILDING WORKSHEET FOR QUOTATION
(PROXY SAMPLE PROJECT)**

- ☐ 6 Floors, 6 Network Rooms above each other concrete floor is 10 inches thick. Each floor as the same layout, this building is a rectangle with no firewalls. Drop ceiling has 3 feet of clearance on each floor. Network room is in the exact center of the building.
- ☐ Vendor shall install 2 network racks in the MDF and 1 in each IDF. Rack shall be Ortronics Mighty Mo 6 cable management rack - 45U, OR-MM6706.
- ☐ Overhead Ladder Rack connecting racks to walls.
- ☐ All network rooms are 12 X 8 ft.
- ☐ Core 2 - 4 inch wholes (under installed rack, both holes under one rack) must be filled with fire-block at the end of the job.
- ☐ All patch panels shall be Leviton eXtreme Cat 6 48 port patch panels.
- ☐ Leave 1 U between patch panels
- ☐ Pull Berk-Tek Single Mode Bend Insensitive ITU-T G.657.A1 12 strand fiber to each IDF from MDF, LC connectors (fuse only).
- ☐ Terminations shall use fusing cassettes at each end, Leviton SPLCS-12L splice Module 12-F OS2 LC Blue.
- ☐ Vendor shall use Leviton 5R2UH-S06 Opt-X 2000i 2RU Fiber Enclosure with Sliding Tray in the MDF
- ☐ Vendor shall use Leviton 5R1UH-S03 Opt-X 2000i 1RU Fiber Enclosure with Sliding Tray in each IDF.
- ☐ 250 Desktop network connections per floor, 6 Floors. Maximum length is 300 feet. Vendor shall use Berk-Tek Cat 6 Lanmark 1000 Plenum Cable or comparable cable for all station locations.
 - 2 cables per cubicle, 50 cubicles per floor.
 - 4 cables per office, cables to be dropped on opposing walls – with two cables on each wall, 25 offices per floor.
 - 50 remaining cables to be used in different locations; printer stations, conference rooms etc.
- ☐ All single and double gang faceplates shall be Leviton Quickport plates with Leviton Quickport connectors.
- ☐ All modular furniture shall use Leviton modular jacks.
- ☐ Vendor shall mount 5 APs per floor, 6 floors and use Berk-Tek Cat 6A LANmark –XTP or comparable cable. 2 cables per AP. Average length is 200 feet. Place County provided AP's.
- ☐ 15 cameras to be installed throughout the building inside and out. (County to provide camera) access to the roof for cables is existing. Vendor shall use Berk-Tek Cat6 Lanmark 1000 cable for cameras. The total length for each camera is 300 feet.
- ☐ Run 6 Berk-Tek Cat6 Lanmark 1000 cables from MDF to each IDF, terminate, label and test.
- ☐ Any additional materials not indicated here shall be the responsibility of the vendor to provide.
- ☐ Change orders will be completed upon County approval.

QUOTATION SCHEDULECOMPANY: Teledata Services Co.

a. Number anticipated costs for materials, labor, and ancillary costs:

Description	Total Estimated Project Length (Days & Hours)	Labor Persons Estimated (#)	Total Labor & Materials Estimate
All labor, materials, taxes, containers, insurance, etc. as necessary to complete the in-building low voltage wiring needs as specified in the County Building Worksheet for quotation.	45 D/1772	6	\$ 317,379.10

Listed Hardware	QTY	Unit Price	Extended Price	Reduced Cost /Bulk Cost
Please see attached estimate 10095 for listed hardware to complete this project.				
Ortronics Mighty Mo 6 Cable Management Rack- 45U	7	548.32	3,837.60	
Leviton eXtreme Cat 6 48 Port Patch Panels	36	310.09	11,163.10	
Leviton 5R2UH-S06 Opt-X 2000i 1RU Fiber Enclosure with Sliding Tray	5	231.01	1,155.06	
Leviton 5R2UH-S06 Opt-X 2000i 2RU Fiber Enclosure with Sliding Tray	1	325.38	325.38	
Leviton Quickport Single Gang Faceplates	300	1.70	510	
Leviton Quickport Double Gang Faceplates				
Berk-Tek Cat 6 Lanmark 1000 Plenum Cable	307,500	.33	101,310	
			TOTAL	TOTAL
Material Only			\$ 166,759.10	\$



3886 N ANN AVE.
FRESNO, CA 93727

Estimate

Date

10/2/2018

Estimate Number

10095

Name and Address			Scope of Work	
County of Fresno 2048 N Fine Ave. Fresno CA 93727			10095 Proxy Sample project	
P.O. Number	Customer Phone	Customer Contact	Due Date	Project Name
	600-5825		11/1/2018	10095 Proxy Sample project
Item	Description	Qty	Total	
	10095 Proxy Sample project			
Cat 6 LM 1000 Plenum Green	Data Cabling Material Cat 6 Lanmark 1000 Plenum Cable Green. Part # 10032097	300,000	98,823.00T	
Cat 6 Jack Green	Leviton Cat 6 Jack Green. Part #: 61110-RV6	1,500	8,901.00T	
48 Port Cat 6 Patch Panel	48 Port Cat 6 Patch Panel. Part #: 69586-U48	36	11,163.10T	
Mighty Mo 6 Cable Mang. Rack	OR-MM6706. MM6 Cable Management Racks, 6.5 channel depth, 7', black	7	3,837.60T	
Cable Runway 12"	Universal Cable Runway; 12"W x 1.5"H x 9.96'L; Gray. Part #: 10250-712	7	660.42T	
Wall Angle Support Kit 12"	Wall Angle Support Kit 3/16" Black. Part #: 11421-712	7	173.48T	
4 Port Mod Furniture Faceplate	QuickPort Modular Furniture Ext. Depth Faceplate, 4-Port, Black. Part #: 49910-EE4	300	1,866.45T	
2 Port Faceplate White	2 Port Faceplate White	300	510.60T	
Cat 6A LM 1062 Plenum	Access Point Material Cat 6A LANmark-10G2 Plenum Part #: 6AP4P24-BL-R-BER-AP	12,000	7,016.64T	
Cat 6A UTP Connector	Atlas-X1 Cat 6A UTP Connector Part#:6AUJK-RL6	120	1,477.98T	
24 Port Patch Panel 1RU	QuickPort Patch Panel, 24-Port, 1RU. Cable Management bar included. Part #: 49255-H24	6	291.46T	
2 Port SMB White	2 Port Surface Mount Box White. Part #: 41089-2WP	60	124.20T	
Cat 6 LM 1000 Plenum Green	Camera Material Cat 6 Lanmark 1000 Plenum Cable Green. Part # 10032097	4,500	1,482.35T	
Cat 6 Jack Green	Leviton Cat 6 Jack Green. Part #: 61110-RV6	30	178.02T	
1 Port SMB White	1 Port Surface Mount Box White	15	28.98T	
	Fiber Optic Material			
Changes -				
Signature _____			Subtotal	
E-Mail Address	Phone #	Fax #	Sales Tax (7.975%)	
Mark@tscfresno.com	(559) 291-3975	559.291.3977	Total	



3886 N ANN AVE.
FRESNO, CA 93727

Estimate

Date

10/2/2018

Estimate Number

10095

Name and Address			Scope of Work	
County of Fresno 2048 N Fine Ave. Fresno CA 93727			10095 Proxy Sample project	
P.O. Number	Customer Phone	Customer Contact	Due Date	Project Name
	600-5825		11/1/2018	10095 Proxy Sample project
Item	Description		Qty	Total
12 Strand SM Plenum	12 Strand SM Plenum Fiber Optic Cable PDP012AB0707		600	261.58T
Opt-X Fiber Enclos. Ultra 2U	Opt-X Ultra 2RU Fiber Enclosure with sliding tray, empty, accepts up to 6 adapter plates and splice trays or 6 MTP modules. Part #: 5R2UH-So6		1	325.38T
Opt-X Empty Enclosure	Opt-X 1000i 1U Distribution and Splice Enclosure With Sliding Tray, Empty Part #:5R1UH-So3		5	1,155.06T
Opt-X 12 Strand Cassette OM2	Opt-X 12 Strand Cassette OM2 SPLCS-12L		10	3,231.73T
Cat 6 LM 1000 Plenum Green	6-Feed Cables Per Floor Cat 6 Lanmark 1000 Plenum Cable Green. Part # 10032097		3,000	988.23T
48 Port Cat 6 Patch Panel	48 Port Cat 6 Patch Panel. Part #: 69586-U48		1	310.09T
Cat 64 J-Hook w/ Clip	Additional material needed to support cat 6 and fiber optic cabling. Cat 64 J-Hook with Hanger Clip		500	2,898.00T
Cat 32 J-Hook w/ Clip	Cat 32 J-Hook w/ Hanger Clip		1,200	3,450.00T
Cat 12 J-Hook w/ Clip	Cat 12 J-Hook with Hanger Clip		600	855.60T
6' Ceiling Hanger	6' Ceiling Hanger with wire 12 ga. Part #: X-CW U27		2,300	1,855.20T
0.27 Caliber Shot Red	Hilti 0.27 Caliber Red Boosters Part #: 50353		2,300	402.39T
Core Hole	Concrete Core Hole.		14	1,190.00
4" Ready Sleeve	FS400 - STI SpecSeal READY SLEEVE		10	591.68T
Misc. Material	Label tape, string, tape, velcro, mounting hardware etc...		1	480.00T
Prevailing Wage Labor	Labor Requiring Prevailing Wages		1,772	150,620.00

Changes -

Signature _____			Subtotal	\$305,150.22
E-Mail Address	Phone #	Fax #	Sales Tax (7.975%)	\$12,228.88
Mark@tscfresno.com	(559) 291-3975	559-291-3977	Total	\$317,379.10

COMPLY/NOT COMPLY

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

SERVICE SPECIFICATIONS

**COMPLY/
NOT COMPLY**

Provision of voice/data grade, copper riser, station distribution, multi-mode fiber, single mode fiber and CAT 6A Class E/CAT7 data cabling distribution to support voice and data communications

Comply _____

1. VOICE, DATA, AND FIBER TERMINATIONS

- a. Terminations on standard CAT 6A Class E RJ-45 8-position jack (ANSI/TIA/EIA-568B), unless otherwise specified, and according to cable plant requirements

Comply _____

- b. Certified to install Ortonics products

Comply _____

- c. Certified to install Leviton products

Comply _____

- d. Berk-tek CAT6A Class E cable use, and standardized to T568B

Comply _____

- e. MDF/IDF to 110-type termination to appropriately paired bracketing and hardware

Comply _____

- f. Cable trays, backboards, and frames to provide a logical layout to equipment spaces and IDF location (ANSI/TIA/EIA-606A)

Comply _____

- g. Fiber cable at multi-mode 50/125 micron, single mode at ITU-T G.657.A1

Comply _____

- h. The vendor certified to install both multi-mode and single mode fiber.

Comply _____

2. INSTALLATION

Comply _____

- a. The vendor will coordinate with County ISD-IT to coordinate anticipated interruptions; County reserves the right to minimize interruptions /schedule some services during after hour schedules

Comply _____

- b. The vendor will advise ISD-IT of major disturbances (drilling, framing, and other installation) prior to beginning work

Comply _____

- c. The vendor shall supply its own necessary tools, equipment, ladders, etc., to complete work

Comply _____

- d. The vendor shall broom clean/work areas at end of each shift workday

Comply _____

- e. Installation equipment, materials and product will only be allowed to be kept in specified areas; hallways, office areas, lobbies, etc.; County will not be held liable for lost or stolen equipment

Comply _____

- f. All cabling secured above ceiling spaces to building structure at eight (8) foot intervals through combined use of, but not limited to, J hooks, beam clamps, D-rings, and hangers.

Comply _____

- At no time shall data drops/homeruns be secured to the building structure above ceiling without the use of cable supports

Comply _____

SERVICE SPECIFICATIONS**COMPLY/
NOT COMPLY**

- Cabling about ceiling shall be sectioned off, bundled & tied; and routed back to intermediate, MDF/IDF(s) or MPOE(s) using a star configuration Comply
- Wiring shall run continuously from the outlet to the wiring closet without breaks or splices Comply
- Cable supports (J Hooks, etc.) shall be sized 50% larger than needed to allow for future growth Comply
- g. All Boxes equipment and cable shall be firmly secured in place; boxes, jacks, and blocks shall be plumb and square; consideration to be given for overall installation aesthetics and cleanliness Comply
 - Sample Installation diagrams are to be followed at all times Comply
 - Deviations due to design and/or building structure, must be cleared with County's ISD-IT Low Voltage Coordinator Comply
- h. Any new or replacement premises wiring shall be clearly labeled; the vendor and County will work to design a structured method of designing all cabling involved with the project Comply
- i. The vendor will observe all applicable departmental safety and security regulations established Comply
- j. The vendor is responsible for repairing any damage it causes to any County building; Comply
 - The vendor shall exercise reasonable care to avoid any damage to County property Comply
 - The vendor must report to the County any property damage that may exist or may occur during the occupancy of the site Comply
- k. The vendor must perform all duties as expected, and run all jumpers and wiring for surge protection to the carrier network, or as otherwise directed by the ISD-IT Project Manager. Comply
- l. The vendor must correct all defects for which the vendor is responsible, within one (1) week of notification, unless other arrangements are agreed upon by County and the vendor Comply
- m. Upon completion of work, the vendor must remove its tools, equipment and all debris from the premises and must leave the premises clean and neat Comply
- n. The vendor will obtain ISD-IT approval before cutting into or through any part of the building structure such as beams, girders, concrete or tile floors, partitions and ceilings. The vendor shall restore any girders, beams, floors, partitions, ceilings, fire partitions and walls to their original condition Comply

SERVICE SPECIFICATIONS

COMPLY/
NOT COMPLY

- Any roof penetrations shall adhere to NRCA standards. The proper integration of new electrical conduit into existing roofing requires penetrations to be no less than 12" from the base of the perimeter wall or any adjacent penetration or roof curb. Conduit should be contained within a sheet lead pre-manufactured or field-fabricated lead jack in a diameter closely resembling, but larger than that of the conduit. The top of the lead jacks are to be closed from weather using a galvanized stainless steel clamp and Terpolyer sealant. Conduit on weather-resistant wood or rubber blocks are to allow for unrestricted drainage, and verify all anchors used to attach the cameras to the perimeter walls are properly sealed with a Terpolymer sealant – no bituminous (asphalt) or mastic roofing products are to be used. Comply
- o. The vendor shall coordinate all work with ISD-IT Comply
- p. 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. Structural engineering approval may be required, depending upon the building and location of the desired core bore Comply
- q. 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 150ft. Comply
- r. Category 6A Class E 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 Comply
- s. Category 6A 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. Comply
- t. 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 Comply
- u. All splices must be able to withstand environmental effects and mechanical shock Comply
- v. Splice trays must protect all fiber splices Comply
 - Fusing cassettes are to be used on the end of all terminations unless explicitly defined otherwise by the ISD-IT Low Voltage Coordinator Comply
- w. All inside distribution and outside plant fiber cabling must utilize loops at MDF/MPOE and vaults for strain relief. Comply

SERVICE SPECIFICATIONS**COMPLY/
NOT COMPLY**

- x. The use of inner duct is mandatory in ALL situations that fiber is being installed. Buried or aerial fiber optic cable must be approved and designed to specific standards intended for aerial or buried application.
- All fiber must be plenum grade when directed according to regulatory code, or unless otherwise specified by ISD-IT low voltage project manager, and run in an inner duct to its termination point (fiber patch panel)
- y. Installation work may involve performing installation duties in an operational, production datacenter. At no time will installation work be permitted without direction from County's ISD-IT project manager and under direct supervision.

ComplyComplyComply**3. TESTING AND ACCEPTANCE**

- a. ISD-IT will make inspection as it deems necessary when notified by the vendor that the services requested, or any part thereof, are ready for acceptance. If items from the bid have been omitted or need changing as per requirements stated herein, they shall be noted in a "punch list". This deviation list will be given to the vendor, who is expected to complete all items within the time specified by ISD-IT
- 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. Performance and quality tests shall be conducted as specified for each job
- d. Incorporating the full range of testing specified, successful testing by the vendor shall include a written report of all performance and quality results provided to the ISD-IT project manager
- e. Implementation of any and all deviation list items which may result from inspections by the ISD-IT project manager must be completed within one (1) week unless agreed upon by both parties
- f. Acceptance of each bid for the services requested shall be granted after all equipment has passed the tests required, and has been in operation thirty (30) consecutive days without a major failure. In the event of a 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
- g. Final payment to the vendor will be made within forty-five (45) days receipt of an approved invoice and upon acceptance of services from ISD-IT

ComplyComplyComplyComplyComplyComplyComply

SERVICE SPECIFICATIONS**COMPLY/
NOT COMPLY****4. CATEGORY 6A CLASS E**

Testing shall be end to end, patch panel to jack including patch cables according to material installed, and according to regulatory code. (Total run length not to exceed 316ft., with patch cables 328ft). Test results shall be presented in an Excel spreadsheet, version 5.0 or greater, detailing cable port location (building, closet etc.) and all requested test data for the run.

The following tests shall be run on all installed Category 6A Class E data runs.

a. Length	<u>Comply</u>
b. Insertion Loss	<u>Comply</u>
c. NEXT Loss	<u>Comply</u>
d. PS NEXT Loss	<u>Comply</u>
e. PS Next Loss	<u>Comply</u>
f. ACR-F Loss	<u>Comply</u>
g. Return Loss	<u>Comply</u>
h. Propagation Delay	<u>Comply</u>
i. Delay Skew	<u>Comply</u>

5. SINGLE MODE AND MULTI-MODE FIBER TESTING

Testing is to be end to end with all terminations and splices involved for each strand tested, OTDR, Both directions. Test results shall be presented in an Excel spreadsheet, version 5.0 or greater, detailing cable, cable port, location (building, closet etc.), length and attenuation in dB. Fluke OTDR testing reports can be utilized where and when approved by the ISD-IT project manager.

The following standards will be used on all installed fiber strands:

a. ANSI/TIA/EIA-455-59A, Measurement of Fiber Point Discontinuities Using an OTDR	<u>Comply</u>
b. ANSI/TIA/EIA-455-60A, Measurement of Fiber or Cable Length Using an OTDR	<u>Comply</u>
c. ANSI/TIA/EIA-455-61A, Measurement of Fiber or Cable Attenuation Using an OTDR	<u>Comply</u>
d. ANSI/TIA/EIA-526-7, Optical Power Loss Measurements of Installed Single Mode Fiber Cable Plant	
e. ANSI/TIA/EIA-526-14-A, Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant	<u>Comply</u>

SERVICE SPECIFICATIONS**COMPLY/
NOT COMPLY****INSTALLER QUALIFICATIONS**ComplyComply

- a. Each job bid will require a qualified installer, certified for the installation of Ortronic products and Berk-Tec cabling (or equivalent). Evidence of this certification may be required, at any time, during the term of the contract
- b. Special qualifications (livescan or other) may be required for THE VENDOR installer(s), depending upon job environments, location or purpose (example: Sheriff's office, Coroner, School sites)

ComplyComply**6. SERVICE WARRANTY**

The vendor shall provide a warranty of 30 days following occupancy as a standard business practice unless the warranty requirement is waived in writing by the County's ISD-IT Project Manager

Comply

****Please Note: Failure to comply to all services requested will not automatically disqualify any Bidder.**

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. x The Request for Quotation (RFQ) has been signed and completed.
2. x Addenda, if any, have been signed and included in the bid package.
3. x The completed *Reference List* as provided with this RFQ.
4. x The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. x Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. x The *Participation* page as provided within this RFQ has been signed and included
7. x *Bidder to Complete* page as provided with this RFQ.
8. x Verification of Department of Industrial Relations Contractor Registration.
9. x Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
10. x Return checklist with RFQ response.
11. x **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

COMPANY: Teledata Services Company

BIDDER QUESTIONNAIRE

BIDDER SHALL RESPOND TO ALL OF THE FOLLOWING QUESTIONS:

1. How many years has your firm has been providing low voltage wiring services:

Teledata Services Company has been providing low voltage wiring service for 35 years.

- a. What is the physical address for your company's regionally located base of operations:

Our address is: 3886 N Ann Ave, Fresno, CA 93727

- b. Of your staff, how many specifically possess BISC1 technician certification and associated licensure requirements? How many apprentice underneath certified installers? (i.e. what is your certified technician: apprentice ratio?)

1 apprentice to 5 technicians. For every 5 hours worked with a technician, the apprentice gets 1 hour.

2. On a separate sheet of paper, address each of the following procedures and include a current copy of your firm's policy and procedure manual relating to each procedure.

- A. Personal Security Screening
- B. Facilities and procedures for storing work materials for installation
- C. Training procedures to ensure proper functional terminations and connections
- D. Oversight on work completed

3. Describe how your agency has dealt with any security breaches by employees of your company.

If an employee is caught in the act of a security breach, that employee will be terminated immediatley.

4. Explain how your agency has dealt with any NON-best practice installation by staff employed by your company, and how problems were ameliorated.

Employee is notified about non compliance practice by the supervisor. The employee is monitored to ensure best practices, and followed up by the lead technician Quality Assurance.

5. Does your company belong to any professional associations? Yes

11

No

X

- a. If yes, please name:

6. List all principals, key employees, owners, partners, and any other person controlling the business of the bidder, including their titles.

[illegible]

Teledata Services: Material Handling and Storage

5,000 SQFT Warehouse with 4,000 SQFT of Warehouse.

Complete stock of Leviton, Berk-Tek, Ortronics connectivity.

What should your employees know before moving, handling, and storing materials?

In addition to training and education, applying general safety principles—such as proper work practices, equipment, and controls—can help reduce workplace accidents involving the moving, handling, and storing of materials. Whether moving materials manually or mechanically, your employees should know and understand the potential hazards associated with the task at hand and how to control their workplaces to minimize the danger. Because numerous injuries can result from improperly handling and storing materials, workers should also be aware of accidents that may result from the unsafe or improper handling of equipment as well as from improper work practices. In addition, workers should be able to recognize the methods for eliminating—or at least minimizing—the occurrence of such accidents. Employers and employees should examine their workplaces to detect any unsafe or unhealthful conditions, practices, or equipment and take corrective action.

What are the potential hazards for workers?

Workers frequently cite the weight and bulkiness of objects that they lift as major contributing factors to their injuries. In 1999, for example, more than 420,000 workplace accidents resulted in back injuries. Bending, followed by twisting and turning, were the more commonly cited movements that caused back injuries. Other hazards include falling objects, improperly stacked materials, and various types of equipment. You should make your employees aware of potential injuries that can occur when manually moving materials, including the following: Strains and sprains from lifting loads improperly or from carrying loads that are either too large or too heavy, Fractures and bruises caused by being struck by materials or by being caught in pinch points, and Cuts and bruises caused by falling materials that have been improperly stored or by incorrectly cutting ties or other securing devices.

What precautions should workers take when moving materials manually?

When moving materials manually, workers should attach handles or holders to loads. In addition, workers should always wear appropriate personal protective equipment and use proper lifting techniques. To prevent injury from oversized loads, workers should seek help in the following:

When a load is so bulky that employees cannot properly grasp or lift it, when employees cannot see around or over a load, or When employees cannot safely handle a load. Using the following personal protective equipment prevents needless injuries when manually moving materials: Hand and forearm protection, such as gloves, for loads with sharp or rough edges. Eye protection. Steel-toed safety shoes or boots. Metal, fiber, or plastic metatarsal guards to protect the instep area from impact or compression.

What precautions should workers take when moving materials mechanically?

Using mechanical equipment to move and store materials increases the potential for employee injuries. Workers must be aware of both manual handling safety concerns and safe equipment operating techniques. Employees should avoid overloading equipment when moving materials mechanically by letting the weight, size, and shape of the material being moved dictate the type of equipment used. All materials-handling equipment has rated capacities that determine the maximum weight the equipment can safely handle and the conditions under which it can handle that weight. Employers must ensure that the equipment-rated capacity is displayed on each piece of

equipment and is not exceeded except for load testing. Although workers may be knowledgeable about powered equipment, they should take precautions when stacking and storing material. When picking up items with a powered industrial truck, workers must do the following: Center the load on the forks as close to the mast as possible to minimize the potential for the truck tipping or the load falling, Avoid overloading a lift truck because it impairs control and causes tipping over, Do not place extra weight on the rear of a counterbalanced forklift to allow an overload, Adjust the load to the lowest position when traveling, Follow the truck manufacturer's operational requirements, and Pile and cross-tier all stacked loads correctly when possible.

What precautions must workers take to avoid storage hazards?

Stored materials must not create a hazard for employees. Employers should make workers aware of such factors as the materials' height and weight, how accessible the stored materials are to the user, and the condition of the containers where the materials are being stored when stacking and piling materials. To prevent creating hazards when storing materials, employers must do the following: Keep storage areas free from accumulated materials that cause tripping, fires, or explosions, or that may contribute to the harboring of rats and other pests; Place stored materials inside buildings that are under construction and at least 6 feet from hoist ways, or inside floor openings and at least 10 feet away from exterior walls; Separate noncompatible material; and Equip employees who work on stored grain in silos, hoppers, or tanks, with lifelines and safety belts. In addition, workers should consider placing bound material on racks, and secure it by stacking, blocking, or interlocking to prevent it from sliding, falling, or collapsing.

What safeguards must workers follow when stacking materials?

Stacking materials can be dangerous if workers do not follow safety guidelines. Falling materials and collapsing loads can crush or pin workers, causing injuries or death. To help prevent injuries when stacking materials, workers must do the following:

Stack lumber no more than 16 feet high if it is handled manually, and no more than 20 feet if using a forklift; Remove all nails from used lumber before stacking; Stack and level lumber on solidly supported bracing; Ensure that stacks are stable and self-supporting; Do not store pipes and bars in racks that face main aisles to avoid creating a hazard to passersby when removing supplies; Stack bags and bundles in interlocking rows to keep them secure; and Stack bagged material by stepping back the layers and cross-keying the bags at least every ten layers (to remove bags from the stack, start from the top row first). During materials stacking activities, workers must also do the following: Store baled paper and rags inside a building no closer than 18 inches to the walls, partitions, or sprinkler heads; Band boxed materials or secure them with cross-ties or shrink plastic fiber; Stack drums, barrels, and kegs symmetrically; Block the bottom tiers of drums, barrels, and kegs to keep them from rolling if stored on their sides; Place planks, sheets of plywood dunnage, or pallets between each tier of drums, barrels, and kegs to make a firm, flat, stacking surface when stacking on end; Chock the bottom tier of drums, barrels, and kegs on each side to prevent shifting in either direction when stacking two or more tiers high; and Stack and block poles as well as structural steel, bar stock, and other cylindrical materials to prevent spreading or tilting unless they are in racks. In addition, workers should do the following: Paint walls or posts with stripes to indicate maximum stacking heights for quick reference; Observe height limitations when stacking materials; Consider the need for availability of the material; and Stack loose bricks no more than 7 feet in height. (When these stacks reach a height of 4 feet, taper them back 2 inches for every foot of height above the 4-foot level. When masonry blocks are stacked higher than 6 feet, taper the stacks back one-half block for each tier above the 6-foot level.)

Teledata Services Hiring Procedure:

Our employee background check policy refers to our guidelines for investigating our job candidates' backgrounds as part of our hiring process. Background checks help us:

Get insight into candidates' background.

Ensure we hire reliable employees.

Verify candidates' information for truthfulness and accuracy.

Screen candidates convicted of serious criminal behavior.

Background checks may include:

Criminal records.

Credit reports.

Drug testing.

Verification reports (e.g. identity, previous employment, education, SSN)

Driving records.

Reference checks.

All candidates aren't required to pass every type of background check we offer before our company hires them. Each position has its own requirements. For example, driving records may be relevant to field reliable salespeople and taxi drivers, but not to hire office managers. The basic background screening includes [verification reports and reference checks.]

Local laws may prohibit or restrict certain types of background checks. We'll comply with legal guidelines at all times.

Criminal record checks are essential if candidates are interviewing for positions where they will:

Represent our company and deal with our clients or stakeholders. [Example: Legal Counsel.]

Have access to sensitive and confidential information [Example: VP of Human Resources.]

Handle money and finances [Example: Accountant.]

Have any contact with children or the elderly

Hiring managers and HR staff must:

Inform candidates that a background check is required in the position's job advertisement.

Ask candidates to provide written permission before conducting a background check and let them know how long the process will take.

Hire a reputable and reliable background check provider. Criteria to consider when choosing a provider are: cost, legality, commitment to confidentiality and turnaround time. If our current provider doesn't meet our requirements for these criteria, HR should search for a new provider.

Inform candidates of the results of their background checks and what we plan to do (reject or move candidates to the next hiring phase.) Background check providers should give candidates copies of their results.

Conduct a background check on all candidates who pass through the [interview phase] for a specific position without discriminating against certain individuals.

Give candidates information they need to dispute a report or address any issues a background check turns up.

Hiring managers/HR must tell candidates a clean background check doesn't guarantee employment, unless they've already received a verbal job offer.

Personnel Security

These procedures apply to all direct-hire employees, whether full-time, part-time, temporary, or seasonal.

Applicants who appear to meet the position qualifications will be interviewed, and the results of those interviews documented.

If being considered for hire, the following background checks will be preformed on the applicant. All background check items will be documented. Check off each item on this list as it is placed in the employee file, and place the completed check list in the employee file.

____ Original Application: References and employment history must be verified. The person conducting the verification will write on the application their initials, the date, the person spoken with for verification, and any relevant comments.

____ Drug/Alcohol screening

____ Criminal background, nationwide (note the existence of a criminal record may not preclude employment, but does warrant further review per company policy)

____ Copy of Government issued photo identification.

____ Copy of Social Security Card

____ Right to work/legal status verification

Once employed, the company reserves the right to conduct periodic checks and reinvestigations, based on cause, and/or the sensitivity of the employee's position.

Teledata Services Co.: Termination and Connection

Proper cable termination practices are vital for the complete and accurate transfer of both analog and digital information signals.

Insulation Displacement Connection (IDC) termination is the recommended method of copper termination recognized by ANSI/TIA/EIA-568-A for UTP cable terminations. Commonly called punch-down connections, these connections require the use of a small punch-down tool to properly secure the cable to terminal block.

Punch-down connections remove or displace the conductor's insulation as it is seated in the connector. During termination, you press the cable between two edges of a metal clip, which displaces the insulation and exposes the copper conductor. This ensures a solid connection between the copper conductor and terminating clip. Screw-type terminal faceplates commonly used in voice applications are not recommended by ANSI/TIA/EIA-568-A for UTP terminations.

A crimp-style connector for copper and coaxial cable is dependent upon the shape and diameter of the cable. The cable may be round or flat. You must ensure you've selected the proper crimp connector for your specific cable.

The following types of cable are currently recognized by the ANSI/TIA/EIA-568-A standard for use in premises cabling:

- 100 ohm unshielded twisted-pair copper cable (UTP)
- 100 ohm screened twisted-pair copper cable (ScTP)
- 150 ohm shielded twisted-pair copper cable (STP-A)
- Optical fiber cable

Pretermination functions. Proper preparation for cable termination not only improves the quality of the job but also decreases the amount of time required for termination. Here's how it works. First, organize the cable by destination. Place the cable to be terminated in close proximity to the point of termination, and properly identify it to make sure it's terminated in the correct position.

- Cables may be entering the wiring closet from multiple directions, which frequently results in cables of many different lengths. After determining the proper amount of slack necessary, you should relabel the cables and cut them to uniform lengths. Pay attention to ensure the new labeling matches the old labeling.
- Use tie wraps or hook and loop straps to secure the cables. Hook and loop straps should be evenly spaced throughout the dressed length.

Use the proper cable management hardware.

- There are several different types and styles of cable management hardware. All of these products are designed to properly support the in-place cables and relieve tension. They also provide support for additional cable, you may need to install as a result of a move, add, or change.
- Because UTP and ScTP cable are protected from crosstalk and immunity from EMI through the cable's pair twist and lay configuration, make sure you maintain the minimum bend radius of the cable. This protects the integrity of the cable. The minimum bend radius for UTP and ScTP cable is four times the cable diameter, while optical fiber cable is 10 times the diameter.

Copper IDC (punch-down) termination. There are four basic types of IDC termination blocks used in the termination of horizontal and backbone copper cabling: the 66-type, 110-type, BIX™, and LSA. These comprise the majority of the market; however, other devices are available. Several manufacturers provide rack-mountable and wall-mountable IDC termination hardware that can house multiple termination blocks.

To ensure a good connection, you must follow the IDC connecting hardware manufacturer's specifications closely. You also must comply with the proper procedures for:

- Determining the proper method and length of sheath removal.
- Untwisting the twisted-pair cable. (ANSI/TIA/EIA-568-A recommends a maximum of 13 mm [0.5 in] of untwisted pairs, measured from the last twist to the IDC).

Forming and dressing the cable involves properly aligning and positioning the cables in a neat and orderly manner for termination. You must also consider the length of cable needed to reach the termination. In determining this length, you should leave enough slack in case you need to re-terminate for any reason. Cable connection is not complete until all terminations are properly identified and labeled. Let's look at this process step by step.

Organize cable by destination.

- Know the wiring scheme. If you use incompatible parts for terminating, drastic results may occur. With copper IDC terminations, there are three predominant wiring schemes: T568A, T568B, and Universal Service Order Code (USOC). Only the T568A and T568B wiring schemes are compliant with the ANSI/TIA/EIA-568-A standard.
- For work area terminations, make sure all cables are available and properly labeled at the wall outlet locations. In equipment rooms, ensure you install blocks and/or panels in accordance with the designer's layout.
- Verify the right products are on hand for the application. Modular furniture requires a different variety of outlets than drywall offices, so make sure you specify the proper product type and manufacturer.

Form and dress cable at the rear of the panel.

- First, prepare the cable for termination by bringing all cables into a bundle.
- On the front side of the rack, dedicate a minimum of one rack space (unit) [44.5 mm (1.75 in)] of cable management for every two rack spaces (unit) [89 mm (3.5 in)] of patch panels.
- Dress the cable by ensuring all cables are parallel to each other. Next, smooth them with your hand until they form a neat, orderly bundle.

Each type of IDC termination requires you to use a specially designed terminating tool for performing the IDC termination correctly. Several manufacturers market termination tools with interchangeable blades for use on several styles of IDC termination blocks. It's important to make sure the brand of tool you're using is compatible with the blade.

Sometimes different blades look similar, but there are slight differences in design. Improper matching of termination tool handle and blade can lead to serious personal injury, as well as poor terminations.

The following procedures generally address the proper methods and tools required to terminate copper cable on each type of IDC termination block.

1. Determine method and length of sheath removal. You can perform sheath removal three ways:

Ring tool: The ring tool contains a razor blade, set to a depth that allows you to slit the sheath deep enough to separate the sheath, but not nick the inner pairs. To properly use this tool, insert about 13 mm to 19 mm (0.5 in to 0.75 in) of the cable into the tool. Turn the tool and then remove the severed sheath with electrician snips.

Electrician's snips: Using the electrician's snips, carefully cut into the sheathing to a depth that exposes the rip-cord. Using the rip-cord, pull down the sheathing until you're ready to remove the proper length of sheath. Then remove the severed sheath with the snips.

Slitter tool: You should carefully insert the slitter tool between the cable sheath and the pairs. Slide the tool carefully down the sheathing until you've prepared the proper amount of sheathing for removal. Then, remove the severed sheath using snips.

2. Using a proper sheath removal tool, remove the cable sheath in accordance with ANSI/TIA/EIA-568-A standards and the termination equipment manufacturer's specifications.

- Remove only enough sheath necessary to terminate the cable pairs and ensure that the twist of the pairs is maintained. A common fallacy in the industry is that you should remove only 50 mm to 76 mm (2 in. to 3 in.) of sheath from the cable. This requirement can vary, depending on the block, type, and size of the cable as well as type of IDC termination hardware manufacturer.

3. Separate, identify, and tie off binder groups.

- Binder groups are associated with 50-pair and larger pair-count cables.
- A unique color code identifies each binder group. Cables are grouped in 25-pair increments with each 25-pair group (or subgroup) individually wrapped with a fabric or plastic tape to identify the groupings. Depending upon manufacturer, 25-pair binder groups are combined into identifiable master groups.
- Tie off binder groups to keep them identified until ready to terminate. One helpful hint is to use a copper pair of the same color as the binder group. Twist it snugly, but not tightly to both the sheath end and the outside end of the unsheathed cable binder group. This helps to identify binder groups.

4. Fan out and form cable pairs from each binder group.

- Place cable pairs uniformly so they do not cross or interfere with any other pairs.
- Wire pairs should be parallel with no tension at the point of connection and equal tension on all connections.

The 66-type termination block. The 66-type IDC termination block is the choice for connecting voice applications such as PBX, Key Telephone Systems (KTS), and some LANs. Several manufacturers of 66-type termination block designs have updated their termination blocks to handle high-speed data applications and comply with ANSI/TIA/EIA-568-A Cat. 5 specifications. Make sure you're installing the appropriate 66-type IDC termination block in new installations. You typically mount the 66-type termination block on backboards with brackets.

The 110-type termination block. Electrical professionals use the 110-type IDC termination hardware in both voice and data cabling applications. You'll find backbone cabling is commonly terminated on wall- or rack-mounted 110-type termination blocks in increments of 50, 100, or 300 pairs as well as on a 900-pair wall mount.

The majority of patch panels are wired in specific configurations (i.e., T568A, T568B, USOC) and are mainly constructed with 110-type connectors.

Teledata Services Company: Quality of Work

Teledata Services Company uses a competency chart employee and their managers can use to measure and manage performance and establish development plans. This is a framework that will support the development of superior performers through helping to describe what superior performance is. These competencies help identify the knowledge, skills, abilities or other behaviors critical to success in a job role or specific function.

Accountability & Dependability

- Shows up to work on time, and follows instructions, policies, and procedures. Meets productivity standards, deadlines, and work schedules.
- Stays focused on tasks in spite of distractions and interruptions.
- Makes the best use of available time and resources.
- Balances quality of work with meeting deadlines.
- Does not make excuses for errors or problems; acknowledges and corrects mistakes.
- Does not diffuse blame for not meeting expectations; faces up to problems with people quickly and directly.
- Accepts personal responsibility for quality and timeliness of work; achieves results with little oversight.

Adaptability & Flexibility

- Responds positively to change, embracing and using new practices or values to accomplish goals and solve problems.
- Adapts approach, goals, and methods to achieve solutions and results in dynamic situations.
- Copes well and helps others deal with the ongoing demands of change; sees and shows others the benefits of change.
- Recovers quickly from setbacks, and finds alternative ways to reach goals or targets.
- Manages change in a way that reduces the concern experienced by others. Clarifies priorities when leading change.
- Displays openness to different or new ways of doing things and sees multiple perspectives

Analysis/Reasoning

- Identifies key facts in a range of data. Notices when data appear wrong or incomplete, or need verification. Distinguishes information that is not pertinent to a decision or solution.
- Breaks down complex information into component parts. Sorts and groups data, and applies causal relationships. Sees underlying principles, patterns, or themes in an array of related information.
- Applies logic and complex layers of rules to analyze and categorize complicated information. Sees relationships between information in varied forms and from varied sources.
- Goes beyond analyzing factual information to develop a conceptual understanding of the meaning of a range of information. Integrates diverse themes and lines of reasoning to create new insights or levels of understanding for the issue at hand. Thinks in terms of generalized models rather than concrete details.

Attention to Detail

- Performs tasks with care; is thorough. Makes few if any errors.
- Checks work to ensure accuracy and completeness.
- Compares observations or finished work to what is expected to find inconsistencies.
- Remains aware and takes care of details that are easy to overlook or dismiss as insignificant.

Leadership

- Recognizes and manages the challenges that can accompany change.
- Encourages others to value change.
- Develops improved ways of doing things, including new approaches or methods

Communication

Ensures that others involved in a project or effort are kept informed and developments and plans.

- Ensures that important information from management is shared with employees and others as appropriate.
- Ensures that regular consistent communication takes place where necessary.
- Keeps manager informed about progress and problems.
- Gives and receives constructive feedback.

Customer Focus

Can describe customers' business and expectations. Shows interest in, anticipates, and responds timely to customer needs.

- Focuses on the customer's business results, rather than own. Goes beyond basic service expectations to help customers implement complete solutions.
- Delivers products and services when and where the customer needs them. Explores options when unable to deliver a requested product or service, and pursues solutions until the customer is satisfied.
- Provides to customers status reports and progress updates. Seeks customer feedback and ensures needs have been fully met.
- Seeks ways to improve service delivery. Assesses the organization and its services from the customer's point of view. Emphasizes a team approach to providing great customer service.
- Recognizes adverse customer reactions and develops better alternatives.
- Presents a positive disposition when interacting with customers.

Ethics & Integrity

- Respects and maintains confidentiality.
- Tells the truth and is honest in all dealings.
- Keeps promises and commitments made to others. Does the right thing, even when it is difficult. Does not yield to pressure to show bias or manipulate others.
- Avoids situations and actions considered inappropriate or which present a conflict of interest.
- Adheres to a set of core values that are represented in decisions and actions.
- Does not misrepresent self or use position or authority for personal gain.
- Takes responsibility for own work, including problems or issues

Managing Projects or Programs

- Ensures the project's or program's goals, purpose, and criteria for success are clearly defined. Clarifies the related roles and responsibilities, deliverables, milestones, limits for independent decision-making, and needs and desires of the primary customers.
- Ensures needed resources and skill sets among staff are available. Averts scope creep.
- Develops reasonable performance standards and ways of evaluating outcome quality.

- Integrates the ideas and needs of others in developing feasible strategies to achieve goals. Obtains stakeholder acceptance of and support for those strategies.
- Evaluates progress and success against performance standards. Appraises and resolves deficiencies and challenges. Ensures deadlines are met and keeps stakeholders informed of project/program status

Operating Equipment

- Learns the functions, purposes, and limitations of new equipment, and practices using it.
- Accurately sets up and calibrates tools and machines.
- Routinely inspects equipment, and adheres to the proper maintenance schedule.
- Follows safety and other regulations when handling and operating equipment.
- Uses equipment for its intended purpose only, protecting it from damage and misuse.
- Competently operates office equipment as required, such as computers, technology, copiers.
- Responds quickly to malfunctions, seeking assistance as needed and ensuring equipment is fully operational prior to using it again.

Safety Focus

- Performs work in a safe manner at all times. Avoids shortcuts that increase health and safety risks to self or others. Maintains emergency supplies and/or personal protective gear.
- Organizes the personal workspace to minimize the likelihood of an accident or other unsafe situation.
- Checks for and reports potential hazards or breaches of security plans while in the workplace or in the field.
- Responds positively to safety-oriented feedback.
- Encourages and supports others to be safe while at work.

Staff Management

- Aligns the right work with the right people; delegates tasks according to people's strengths and interests.
- Ensures staff have the skills and resources to get things done. Provides staff with coaching, training, and opportunities for growth to improve their skills.

- Gives staff ongoing, constructive feedback on their performance and progress in light of expectations and goals. Holds timely discussions and performance reviews.

- Lets staff know what is expected of them and holds them accountable. Differentiates between high and low performance. Rewards and recognizes hard work and results. Addresses performance issues promptly and corrects poor performance.

- Works to create a strong team. Treats all staff fairly and consistently. Shares accountability when delegating. Involves staff in setting their performance goals.

JOB ANALYSIS TEMPLATE

Title of Job:		Date Form Completed:			
Title of Immediate Supervisor:		Job Status:			
Number of hours of work per week:		Permanent			
		Temporary/Term			
		Casual			

Understanding the Job		
Job Duties	Level of Responsibility	Accountabilities
Major activities of job	Minor activities of job	Job context for activities

Identifying Examples of Performance Behaviours
1.
2.
3.
4.
5.

Selecting the Critical/Essential Competencies and Identifying Target Levels of Performance					
	Critical Essen- tial	Important Signifi- cant	Less Important Learn on Job	Not Applica- ble	Target Level (1 to 5)
Competencies:					
Knowledge:					

State of California

Department of Industrial Relations

[Labor Law](#)[Cal/OSHA - Safety & Health](#)[Workers' Comp](#)[Self Insurance](#)[Apprenticeship](#)[Director's Office](#)[Boards](#)[Public Works](#) | [Public Works Contractor \(PWC\) Registration Search](#)

Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display regist

Note: Search results will display all of the public

Make sure the proper registration fiscal year is se

Registration Fiscal Year: PWC Registration Number: Contractor Legal Name: License Number: County:

This is a listing of PWC registrations pursuant to
the California Labor Code.)

Search Results

One registered contractor found. 1

1000015964 Contractor Details

Contractor Information

Legal Entity Information

Legal Name

TELEDATA SERVICES CO

Trade Name

License Number(s)

CSLB :453586

Mailing Address

3886 ANN AVE

FRESNO, CA 93727

Physical Address

3886 ANN AVE

FRESNO, CA 93727



CERTIFIED INSTALLER PLUS (CIP) ■



Legrand acknowledges

Teledata Services Company

of

Fresno, California

is Certified at the
Certified Installer Plus (CIP) tier for the period

October 15, 2018 to December 31, 2018

*This certification allows the installer to offer the nCompass Standard and Premium Performance Limited Lifetime Warranties for properly registered and approved projects in California.
Warranty for projects outside California must be pre-approved.*

A handwritten signature in blue ink, reading 'Cynthia S. Moret'.

Director of Technical Support and Training

10688 (4850)

Registration Number



Leviton Authorized Network Installer Certification

Teledata Services Co. - Fresno, CA

Has met Leviton's Certification Program selection criteria and has successfully completed the program certification requirements. Therefore, Teledata Services Co. is hereby certified as a Leviton Authorized Network Installer. Installations performed by Teledata Services Co. that are compliant with TIA/EIA and/or ISO requirements are eligible to receive Leviton Network Solutions Extended Product and Performance System Limited Warranties.

Teledata Services Co. has agreed to conform to all Leviton specified, TIA/EIA and/or ISO compliant installation practices in force at the time of installation. In addition, Teledata Services Co. agrees to install Leviton approved products and category compliant cabling in compliance with program policies and related industry standards.

TIA/568 Series and ISO standards compliant links and channels are covered under Leviton Network Solutions Extended Product and Performance Warranties when installed by Authorized Network Installers. Leviton approved cable manufacturers must be used to obtain system warranties.

Teledata Services Co. agrees to adhere to the Terms & Conditions of Leviton Network Solutions certified contractor program, and the Terms & Conditions of the programs Extended Product and Performance System Limited Warranties for the duration of their participation in the program. In no event shall Leviton be liable for special, indirect, incidental, consequential or punitive damages (regardless of the form of action, whether in contract or in tort, including negligence, gross negligence and strict liability), including, without limitation, lost profits, lost revenue, loss of data, technology, rights or services, interruption of business, costs of procurement of substitute products or other economic damage arising from the failure of a system installed by a Leviton certified contractor.

0013381

Certification Number

September 30, 2015

Certified Installer Since

A handwritten signature in black ink, appearing to read "David Rumpakis".

David Rumpakis, RCDD
Contractor Programs Manager

December 31, 2021

Expiration Date

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

TELEDATA SERVICES CO

to engage in the business or act in the capacity of a contractor
in the following classification(s):

C-7 - LOW VOLTAGE SYSTEMS

Witness my hand and seal this day,

June 2, 2004

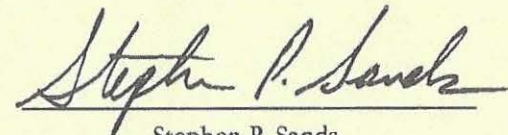
Issued March 12, 1984

REPLACEMENT

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER



Stephen P. Sands
Registrar of Contractors

Reassigned 453586

License Number



CERTIFIED INTEGRATOR

Teledata Services Company

3886 N. Ann Avenue, Fresno, CA, 93727

is authorized to register and install Structured Cabling Systems under the terms and conditions
of Berk-Tek's Open Architecture Systems Interconnection Solutions (OASIS) Program.

CERTIFICATE VALID:
1/1/2018 through 12/31/2018
CERTIFICATION NUMBER:
OCA043002

Berk-Tek®
A NEXANS COMPANY

Kelly M. Urbanik
Kelly M. Urbanik
CONTRACTOR PROGRAMS MANAGER

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFQ NUMBER: 19-018
INTERNAL LOW VOLTAGE WIRING

Issue Date: October 2, 2018

CLOSING DATE: OCTOBER 15, 2018 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

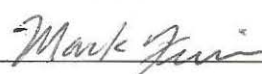
For assistance contact **Darren Howard** at (559) 600-7110.

NOTE THE FOLLOWING ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 19-018 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

➤ **Questions and Answers**

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 19-018

COMPANY NAME: Teledata Services Company (PRINT)

SIGNATURE: 

NAME & TITLE: Mark Furin President (PRINT)

Purchasing Use: DH:st

ORG/Requisition: 8905 / 8905190152

QUESTIONS AND ANSWERS

Q1. Do we need a bid bond for this project?

A1. *No bid bond is required for this RFQ, but may be required for future projects.*

Q2. Is there a job walk for this project?

A2. *The County Building Worksheet for Quotation (Proxy Sample Project) is provided in lieu of a walk-through tour. All bidders will be treated equally and no bidder will be provided with an onsite walk-through.*

Q3. Is the County's intent of this RFQ to select one single vendor for future projects of the contract term or qualify multiple contractors so they are eligible to bid future projects within contract term?

A3. *The County intends to contract with one vendor.*

Q4. Hypothetically a contractor could include a bid with non-realistic labor hours for the proxy bid to win the contract. Will there be any examination by the County to deem what bids have reasonable labors hours included and reject unrealistic estimates?

A4. *All bids and quotations submitted to the Public Purchase site will be evaluated for validity and completeness. Award will be made to the vendor offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County.*

Q5. Quoted rates are to remain firm for 180 days as noted on Page 4 however "Prices" on Page 6 state that quotes are to remain for the contract period which is 3 years. Please provide more information.

A5. *The 180-day period mentioned on Page 4 refers to the time needed to establish a contract between the County and Vendor. The 3-year stipulation listed on Page 6 refers to pricing stability during the duration of the life of the contract.*

Q6. Does "Prices" on Page 6 apply to the cost of material and labor?

A6. *The "Prices" verbiage referred to on Page 6 is inclusive of all aspects that go into providing a quotation for parts and services requested in the RFQ.*

Q7. Is escalation of material and/or labor to be included in our pricing for the contract term?

A7. *The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. It is the vendor's responsibility to account for all labor, materials, taxes, containers, insurance, etc. as necessary to complete the in-building low voltage wiring needs as specified in the County Building Worksheet for quotation. Prices shall be firm for the contract period. Any pricing changes which may take place during the life of the contract must be submitted in writing to the County of Fresno Purchasing Manager.*

Attachment D

THE PRISON RAPE ELIMINATION (PREA) ACT

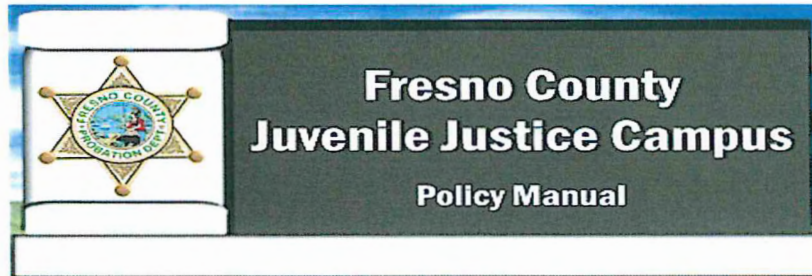
All bidders must comply with the Prison Rape Elimination (PREA) Act as stated below:

"CONTRACTOR shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation at no charge to CONTRACTOR." "CONTRACTOR will ensure that all staff assigned to work at the Juvenile Justice Campus (JJC) undergo a pre-employment Live Scan and criminal background security clearance by the Probation Department at no charge to CONTRACTOR. No alcoholic beverages/drugs will be brought into any facility. Nor will anyone under the influence of alcoholic beverages or drugs be allowed inside. In the event of any disturbance inside the facilities, the CONTRACTOR'S employees will immediately follow the orders of the Facility Administrator or his/her designees.

CONTRACTOR shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving COUNTY staff and the contract employee, the on-duty Facility Administrator will have the final decision." **INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE:**

<http://www.prearesourcecenter.org/>

NO HOSTAGE SITUATIONS



California Code of Regulations

Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

I. HOSTAGE SITUATION PROCEDURES

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
 1. Summon assistance from other officers as required.
 2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
 3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
 4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
 5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.

Attachment E (2)

- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:
 - 1. The number and identity of both the hostages and hostage takers;
 - 2. Any known weapons possessed by the hostage takers;
 - 3. The demands of the hostagetakers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

II. PARENTAL AND MEDIA INFORMATION

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

III. SECURITY AND OPERATIONAL REVIEW

Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

Attachment F

NO HOSTAGE POLICY

EFFECTIVE DATE: 12-18-89 REVISED: 08-06-90, 12-25-94, 05-06-96, 09-01-99,
12-01-10

APPROVED BY: Sheriff M. Mims BY: Assistant Sheriff T. Gattie

AUTHORITY: California Code of Regulations, Title 15, Section 1029(a)(7)(B) and Penal
Code Section 236.

PURPOSE:

The purpose of this policy is to establish procedures which provide for the resolution of a
hostage-taking incident while preserving the safety of staff, public, inmates, and hostages, and
maintaining facility security.

POLICY:

The Fresno County Sheriff's Office Jail Division maintains a **NO HOSTAGE FACILITY**
and will not consider bargaining with hostage takers for ANY reason.

It is the policy of the Fresno County Sheriff's Office Jail Division that once any staff member is
taken hostage, they immediately lose their authority and any orders issued by that person will not
be followed regardless of their rank or status.

It is the policy of the Fresno County Sheriff's Office Jail Division that the primary responsibility
of all staff members in a hostage situation is to protect every person involved, if possible, from
serious injury or death.

PROCEDURES:

I. DEFINITION

HOSTAGE SITUATION: any staff member, citizen or inmate held against their will by
another person for the purpose of escape, monetary gain or any reason which may place an
individual in danger of losing life or suffering serious injury.

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

- A. Emergency procedures and notifications shall be implemented as per Emergency
Planning procedures (B-101/FILE: EMERGENCY)

Attachment G

BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

Background Investigations

Prior to the beginning of any services, one (1) background check may be required for every member of the Contractor's personnel providing services to a building location for the life of the agreement. The background check may be required before access is given to any County facility/property. Clearance will only be granted after a successful background check, completed by the County of Fresno Sheriff's Department. Background checks provided by any agency other than the County of Fresno Sheriff's Department will not be accepted.

The current cost of a background check is \$52 per person. This cost will be incurred by the successful Bidder. One check covering the cost of background checks for all employees shall be made payable to: Sheriff, County of Fresno. The successful bidder will be notified regarding the result of background checks. Those that are accepted will report to County of Fresno Security to have their photo taken and ID badge issued.

Background checks are done on a first-come, first serve basis between the hours of 7:00 a.m and 12:00 noon. Monday through Friday. The process takes approximately 20 minutes time. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), dependent upon the individual's history.

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

When required by County, applicants' background checks must be approved prior to entering any County facility. Approval will not be granted to any individual possessing any of the following circumstances:

1. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. They have ever been charged with a felony or are currently under investigation for a felony.
3. They are charged with or convicted of any crime committed in or at a correctional institution.
4. They are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. They have been refused a license as a private investigator or had such license revoked.
6. They have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record on their application.
7. Make omissions or false statements on their application.
8. They have no valid reason for entering a facility.
9. Their admission into a facility could represent a threat to security, staff or inmate safety.
10. Further information regarding the criteria for background check clearance, including an appeal for process for someone who may be denied clearance is available upon request.

Attachment G (2)

Identification (ID) Badges

The successful bidder's employees will be issued a badge that must be worn and be visible at all times during performance of work in any County building to identify the wearer as an individual who is authorized to enter County facilities.

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The successful Bidder shall pay \$11.99 per individual badge by submitting one check covering the cost for all the Bidder's employees made payable to: County of Fresno, Security.
3. Costs for ID badges are established by County Auditor and fluctuate annually, therefore the cost of obtaining a new ID badge for a Bidder's new employee may not remain the same throughout the contract term.
4. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
5. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will ~~assume~~ all responsibility for their employee's use of and the return of the County ID badges.
6. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.