

**SANTA CLARA VALLEY HEALTH & HOSPITAL
SYSTEM**



**INVITATION TO BID #10327761
FOR A NEW
NEC TELEPHONE SYSTEM
VALLEY HEALTH CENTER, MILPITAS
AND UPGRADE OF EXISTING NEC TELEPHONE
SYSTEM AT
VALLEY HEALTH CENTER, EAST VALLEY**

CONTACT:

RICK ANDREWS

FACILITIES ADMINISTRATION MANAGER

rick.andrews@hhs.sccgov.org

TELEPHONE: 408 885 4497

FAX: 408 885 4414

Table of Contents

INVITATION	1
INSTRUCTION TO BIDDERS	1
PREPARATION OF ITB	2
COST ASSOCIATED WITH ITB	2
BID DOCUMENT	2
ITB PROCESS SCHEDULE.....	3
ADDENDA.....	3
SUBMISSION OF RESPONSE TO ITB	4
MULTIPLE BIDS.....	5
PUBLIC BID OPENING.....	5
POINT OF CONTACT.....	5
LATE RESPONSES	5
ACCEPTANCE OF BID	5
NO WAIVER.....	6
MODIFICATION OR WITHDRAWAL OF BID.....	6
DISCLOSURE OF BID INFORMATION.....	6
GROUND FOR REJECTION OR DISQUALIFICATION	6
RESERVATION.....	6
ITB EVALUATION CRITERIA.....	7
INTENT OF AWARD	8
LOCAL PREFERENCE	8
TIE BIDS	9
CONTRACTUAL OBLIGATIONS.....	9
COUNTY NO-SMOKING POLICY.....	10
IDENTIFICATION.....	10
INVOICE	10
PAYMENT OF INVOICE.....	11
PROMPT PAYMENT DISCOUNT	11
LATE PAYMENT	11
WARRANTY	11

Table of Contents (continued)

PURCHASE ORDER MODIFICATION.....12

ACCOUNTABILITY13

PATENT INDEMNITY.....13

LIENS, CLAIMS AND ENCUMBRANCES.....13

RIGHTS AND REMEDIES FOR DEFAULT13

NON-WAIVER BY ACCEPTANCE OF VARIATION14

COMPLIANCE WITH STATUTE14

CONTRACTING PRINCIPLES14

SEVERABILITY15

SAFETY AND HEALTH STANDARDS.....15

INSURANCE.....15

ACCEPTANCE OF BID16

SUBCONTRACTOR.....16

INDEPENDENT CONTRACTORS17

ASSIGNMENT.....17

GOVERNING LAWS17

TERMINATION.....17

TERMINATION FOR CAUSE.....17

BIDDER’S REPRESENTATIVES18

ATTACHMENT 1 ITB SPECIFICATIONS & REQUIREMENTS.....20

ATTACHMENT 2 COST RESPONSE VHC, MILPITAS22

ATTACHMENT 3 COST RESPONSE VHC, EAST VALLEY23

ATTACHMENT 4 BIDDER’S BOND36

ATTACHMENT 5 PERFORMANCE BOND38

ATTACHMENT 6 PAYMENT BOND40

ATTACHMENT 7 INSURANCE CERTIFICATION.....50

ATTACHMENT 8 WORKERS COMPENSATION FORM.....43

BIDDER FORMS – BASE QUOTATION FOR BID.....25

Table of Contents (continued)

BIDDER FORMS – BIDDER’S SECURITY & ADDENDA27

BIDDER FORMS – BIDDER’S CERTIFICATIONS28

BIDDER FORMS – DESIGNATION OF INSURERS & BOND29

BIDDER FORMS – NONCOLLUSION AFFADAVIT30

BIDDER FORMS – STATEMENT OF BIDDER31

BIDDER FORMS – CONTRACTING PRINCIPLES32

BIDDER FORMS – STOP NOTICE.....34

BIDDER FORMS INSTRUCTIONS24

EXHIBIT A DESIGNATION OF SUBCONTRACTOR.....44

EXHIBIT B INSURANCE REQUIREMENTS45

EXHIBIT C PAYMENT OF PREVAILING WAGE48

EXHIBIT D NONDISCRIMINATION.....49

Santa Clara Valley Health & Hospital System ITB # 10327761

1. INVITATION

- 1.1. The Santa Clara Valley Health & Hospital System is requesting bids from NEC recognized authorized resellers to:
 - 1.1.1. Provide, deliver, program, install and warranty one (1) new NEC SV8500 Voice over Internet Protocol (VOIP) Telephone System with 200 terminals and all associated peripheral equipment and integrate this system within the existing IP telephony infrastructure including the existing Agency voicemail system (Octel 350). The equipment will be installed at 143 North Main Street, Milpitas, California
 - 1.1.2. Provide, deliver, install ,configure, program, and warranty a new NEC SV8500 Voice over Internet Protocol (VOIP) Telephone System to seamlessly upgrade the existing NEC 2400 ICS system and all currently associated peripheral equipment and integrate the new NEC 8500 VOIP system with the existing IP telephony infrastructure including the existing Agency voicemail system (Octel 350). To be installed at the Valley Health Center – East Valley, 1993 McKee, San Jose, CA
 - 1.1.3. As part of this bid, resellers shall propose pricing for related services and warranty. Installation services may be completed by the contractor; however all warranty work shall be performed directly by NEC or an NEC certified contractor. Bids from non-NEC recognized authorized resellers or for hardware and related services and warranty other than specified herein will not be considered.

N.B. Santa Clara Valley Health & Hospital System will only consider pricing for new and unused hardware and software only.

2. INSTRUCTIONS TO BIDDERS

2.1. Terminology:
The following meanings are attached to terms when used in the requirements and specifications:

- 2.1.1. “ITB” means Invitation To Bid.
- 2.1.2. “PST” means Pacific Standard Time.
- 2.1.3. “Bidder” means the supplier, person, firm, or corporation submitting a bid.
- 2.1.4. “Provider” or “Contractor” means firm awarded a purchase order as a result of this bid.

Santa Clara Valley Health & Hospital System ITB # 10327761

3. PREPARATION OF ITB

- 3.1. Bidder must submit a completed bid with required attachments, exhibits, and any explanatory materials. All attachments and materials must reference:
 - 3.1.1. Bidder's name
 - 3.1.2. Invitation to Bid number (10327761)
 - 3.1.3. Related page and section number(s) or Attachment number(s).
- 3.2. Oral, telegraph, telephone, facsimile or electronic responses will NOT be accepted.
- 3.3. Bids must be completed in ink, typewritten, or printed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten nearby and must be initialed in ink by person signing bid.
- 3.4. Bids should be printed two-sided on 8-1/2" x 11" paper, wherever practical.
- 3.5. All bids must be signed with the firm's name and by a responsible officer or designated employee.
- 3.6. Prices should be stated in the smallest incremental unit pricing available. If there is a discrepancy between the unit price and extension price, the unit price will be used in the cost analysis.

4. COST ASSOCIATED WITH ITB

- 4.1. All costs for the preparation, printing, and submittal of a response to this ITB shall be borne by the Bidder.

5. BID DOCUMENT

- 5.1. The following, in addition to the ITB, constitute the bid document:
 - 5.1.1. Attachment 1 – ITB SPECIFICATIONS AND REQUIREMENTS
 - 5.1.2. Attachment 2 - ITB COST RESPONSE FORMS
 - 5.1.3. Attachment 3 – BID FORMS which include:
 - 5.1.3.1. Base Quotation
 - 5.1.3.2. Bidders Security and Addenda
 - 5.1.3.3. Bidders Certifications
 - 5.1.3.4. Designation of Insurers and Bond

Santa Clara Valley Health & Hospital System ITB # 10327761

- 5.1.3.5. Non-Collusion Affidavit
- 5.1.3.6. Statement of Bidder
- 5.1.3.7. Contracting Principles
- 5.1.3.8. Stop Notice
- 5.1.4. ATTACHMENT 4 – BIDDER’S BOND
- 5.1.5. ATTACHMENT 5 – PERFORMANCE BOND
- 5.1.6. ATTACHMENT 6 – PAYMENT BOND
- 5.1.7. ATTACHMENT 7 – WORKERS COMPENSATION FORM

6. ITB PROCESS SCHEDULE

- 6.1. The following is an anticipated bid and engagement schedule.
 - 6.1.1. November 4, 2009 - ITB posted on www.bidsync.com
 - 6.1.2. November 10, 2009 - Questions relevant to the ITB due by 3:00 p.m. PST.
 - 6.1.3. November 16, 2009 - Addendum (if any) posted on www.bidsync.com
 - 6.1.4. November 19, 2009 - Closing date of ITB at 2:00 p.m. PST
 - 6.1.5. November 24, 2009 - Completion of ITB evaluation and contact of lowest responsive and responsible bidder
 - 6.1.6. December 7, 2009 - Completion of Insurance requirements
 - 6.1.7. December 11, 2009 - Award of contract and Issuance of Purchase Order
 - 6.1.8. January 11, 2010 - Delivery of equipment and installation.
 - 6.1.9. February 26, 2010 - Completion of Installation and Cutover.

7. ADDENDA

- 7.1. Should any discrepancies or omissions be found in the ITB or doubt as to their meaning, Bidder shall notify Rick Andrews via email: rick.andrews@hhs.sccgov.org with “ITB 10327761” in the subject line or fax to 408 885 4414 attn: Rick Andrews.

Santa Clara Valley Health & Hospital System ITB # 10327761

- 7.2. The Santa Clara Valley Health & Hospital System Facilities Department will respond to inquiries relevant to the bid in an Addendum to be posted on www.bidsync.com. The Santa Clara Valley Health & Hospital System shall not be held responsible for oral interpretations.
- 7.3. Any additional information, which the Santa Clara Valley Health & Hospital System deems necessary and relevant to responding to the ITB, will be added to the bid in the form of an Addendum to be posted on www.bidsync.com.
- 7.4. The Santa Clara Valley Health & Hospital System makes no guarantee that any questions submitted after November 2, 2009 will be answered before the bid closing date.
- 7.5. The ITB and all Addenda will be posted on the Bidsync website. Bidders may view and print the ITB and all Addenda by registering on Bidsync's website at www.bidsync.com
- 7.6. If other Addendums must be issued, the Santa Clara Valley Health & Hospital System reserves the right to do so up to five calendar days prior to the ITB closing date and time. Bidders are responsible for checking www.bidsync.com for any additional addenda until the ITB closing date and time.

8. SUBMISSION OF RESPONSE TO ITB

- 8.1. Bid response not submitted on Santa Clara Valley Health & Hospital System form may be considered as non-responsive. Bidder must submit all of the documents listed in Section 5 in a sealed envelope
- 8.2. Within seven (7) calendar days of notification, the apparent successful bidder must submit a certificate of insurance that meets the requirements of Exhibit C.
- 8.3. Response to this ITB must be sent to the following address:

Santa Clara Valley Health & Hospital System ITB # 10327761

ITB# 10327761
Office of the Clerk of the Board of Supervisors
70 West Hedding Street
10th floor East Wing
San Jose, CA 95110

- 8.4. If delivering in person, please submit the sealed envelope to the above address. All packages will be time and date stamped and logged as received by the Clerk of the Board of Supervisors. This time and date stamp is the only evidence used to establish whether a bid has been received on time. Use of U.S. Mail or other courier service is at Bidder's own risk.

9. MULTIPLE BIDS

- 9.1. Only one bid will be accepted from any one person, partnership, corporation or entity.

10. PUBLIC BID OPENING

- 10.1. There will be a public bid opening at the Office of the Clerk of the Board of Supervisors, 70 West Hedding Street, 10th floor, East Wing, San Jose, CA at 2:00 p.m. PST on the ITB closing date of November 19th, 2009.

11. POINT OF CONTACT

- 11.1. Direct all questions in writing to: Rick Andrews at Santa Clara Valley Health & Hospital System Facilities Department via email at rick.andrews@hhs.sccgov.org with "ITB 10327761" in the subject line or fax to 408 885 4414 attn: Rick Andrews
- 11.2. The Santa Clara Valley Health & Hospital System is not liable for oral interpretations.
- 11.3. Bidders are not permitted to contact Santa Clara Valley Health & Hospital System departments and agencies, other than the Santa Clara Valley Health & Hospital Facilities Department, in regards to this ITB.

12. LATE RESPONSES

- 12.1. In order to be considered, the bid must be received in the Office of the Clerk of the Board of Supervisors no later than the ITB closing date and time (November 19th, 2009, 2:00 PST). Bids that are time and date stamped after the ITB closing date and time stamp will not be considered.

13. ACCEPTANCE OF BID

- 13.1. Bids are subject to acceptance at any time within 60 calendar days after the ITB closing date and time (November 19th, 2009, 2:00 p.m. PST).

Santa Clara Valley Health & Hospital System ITB # 10327761

14. NO WAIVER

- 14.1. The Santa Clara Valley Health & Hospital System's failure to address errors or omissions in the bids shall not constitute a waiver of any requirement of the ITB by the Santa Clara Valley Health & Hospital System.

15. MODIFICATION OR WITHDRAWAL OF BID:

- 15.1. Prior to the ITB closing date and time, Bidder may modify or withdraw a submitted bid. Written notification must be submitted to: Rick Andrews at Santa Clara Valley Health & Hospital System Facilities Department, 751 South Bascom Avenue, Bldg Z, San Jose, CA 95128 or fax 408 885 4414, attn: Rick Andrews or email at rick.andrews@hhs.sccgov.org with "ITB 10327761" in the subject line.
- 15.2. Any modification must be clearly identified as such and made in writing, executed, and submitted in the same form and manner as the original bid.
- 15.3. Bids that are withdrawn will be returned to Bidder at Bidder's own cost.
- 15.4. No modifications or withdrawal requests will be allowed after the ITB closing date and time (November 19th, 2009, 2:00 p.m. PST).

16. DISCLOSURE OF BID INFORMATION:

- 16.1. After award, all bids shall be open to public inspection. The Santa Clara Valley Health & Hospital System assumes no responsibility for the confidentiality of information offered in a bid.

17. GROUNDS FOR REJECTION OR DISQUALIFICATION:

- 17.1. Any false, incomplete or otherwise unresponsive statements in or in connection with this ITB or any documentation or other information supplied to the Santa Clara Valley Health & Hospital System by a Bidder shall be cause for rejection by the Santa Clara Valley Health & Hospital System of the bid or disqualification of the Bidder, at the sole discretion of the Santa Clara Valley Health & Hospital System. Any judgment as to the significance of any falsity, incompleteness or unresponsiveness shall be the prerogative of the Santa Clara Valley Health & Hospital System, and its judgment shall be final.

18. RESERVATION

- 18.1. The Santa Clara Valley Health & Hospital System reserves the right to do any of the following at any time:
 - 18.1.1. To reject any and all bids, without indicating any reasons for such rejection.

Santa Clara Valley Health & Hospital System ITB # 10327761

- 18.1.1. Waive or correct any minor or inadvertent defect, irregularity or technical error in any bid or procedure, as part of the ITB. Accept any item or group of items of any bid, unless the bidder specifies otherwise in the bid or the bid give notice of an all or none award.
- 18.1.2. Terminate this ITB and issue a new bid for bids any time thereafter.
- 18.1.3. Extend any or all deadlines in the ITB, including deadlines for accepting bids.
- 18.1.4. Disqualify any Bidder on the basis of any real or apparent conflict of interest or evidence of collusion that is disclosed by the bid or other data available to the Santa Clara Valley Health & Hospital System. Such disqualification is at the sole discretion of the Santa Clara Valley Health & Hospital System and its decision shall be final.
- 18.1.5. Reject the bid of any Bidder that is in breach of or in default under any other agreement with the Santa Clara Valley Health & Hospital System.
- 18.1.6. Reject any Bidder deemed by the Santa Clara Valley Health & Hospital System to be non-responsive, unreliable, unqualified, or non-responsible.
- 18.1.7. Award a purchase order to one or more contractor(s).

19. ITB EVALUATION CRITERIA

- 19.1. If an award is made, it will be made to the lowest responsive and responsible bidder. Factors for determining the lowest responsive and responsible bidder include the following:
 - 19.1.1. Total price, including any payment term discount.
 - 19.1.2. Bidder's ability to meet the delivery timeline
 - 19.1.3. Bidder's ability to provide products and services that meet the requirements described herein.
 - 19.1.4. Bidder's compliance to ITB terms and conditions.
 - 19.1.5. Bidder is an NEC recognized authorized reseller.

Santa Clara Valley Health & Hospital System ITB # 10327761

- 19.1.6. Bidder's ability to meet the insurance requirements.
- 19.1.7. Bidder's capabilities, commitments, and responsiveness to the Santa Clara Valley Health & Hospital System based upon previous purchases.
- 19.1.8. Bidder's responsiveness to provide required information or documents. Other information as may be secured by the Santa Clara Valley Health & Hospital System having a bearing on the decision.

20. INTENT OF AWARD

- 20.1. If an award is made, the Santa Clara Valley Health & Hospital System reserves the right to make an award to one or more bidder(s).

21. LOCAL PREFERENCE

- 21.1. In the procurement of Independent Contractors to perform services for the Santa Clara Valley Health & Hospital System, regardless of the dollar value of the proposed contract, when two or more competing vendors are equally qualified, local firms shall be given preference.
- 21.2. In the procurement of Commodities and Equipment for the Santa Clara Valley Health & Hospital System, regardless of the dollar value of the proposed contract, when two or more competing vendors offer commodities and equipment of equal value for an equal price, local firms shall be given preference.
- 21.3. In the procurement of Independent Contractors to perform services for the Santa Clara Valley Health & Hospital System, for contracts with a total dollar value greater than \$100,000, local firms shall be given a preference in the selection process as follows:
 - 21.3.1. In a 100 point scoring system, 5 points shall be awarded if the services to be rendered will be performed by a local firm. In scoring systems of more or less than 100 points, local preference points shall be awarded in the same 5:100 ratio as provided in a 100 point scoring system.
 - 21.3.2. In the procurement of commodities and equipment for the Santa Clara Valley Health & Hospital System, for contracts with a total dollar value greater than \$100,000, local firms shall be given a preference in the selection process as follows: In a 100 point scoring system, 5 points shall be awarded if the commodities or equipment will be provided by a local firm. In scoring systems of more or less than 100 points, local preference points shall be awarded in the same 5:100 ratio as provided in a 100 point scoring system.

Santa Clara Valley Health & Hospital System ITB # 10327761

- 21.4. For purposes of this policy:
- 21.4.1. “Local firms” are firms that currently have a main office, or branch office, or other facility, with meaningful production capability located within Santa Clara County.
 - 21.4.2. “Production Capability” means manufacturing, service, or research and development capability that substantially and directly enhances the firm’s ability to perform the proposed contract.
 - 21.4.3. “Services” shall be limited to those services provided through Service Contracts and Human Services Contracts.
 - 21.4.4. “Commodities and Equipment” contracts include all contracts for supplies, materials, and equipment, excluding those contracts which involve a group purchasing relationship.
 - 21.4.5. “Equally Qualified” shall mean essentially equal in the judgment of those who are evaluating the proposals.
 - 21.4.6. “Of Equal Value” shall mean essentially equal in the judgment of those who are evaluating the proposals.
 - 21.4.7. This preference shall not apply when prohibited by law or regulation.

22. TIE BIDS

- 22.1. All other factors being equal, the purchase order shall be awarded to the Santa Clara Valley Health & Hospital System provider or, if neither are a Santa Clara Valley Health & Hospital System provider, it may be awarded by the flip of a coin in the presence of witnesses, or the entire bid may be rejected and re-bid.

23. CONTRACTUAL OBLIGATIONS

- 23.1. The following are the terms and conditions that will be incorporated into the purchase order as a result of this Invitation to Bid. Bidders may not take exception to the following:
- 23.1.1. FREE ON BOARD (FOB): All necessary equipment and software shall be shipped F.O.B Destination to the Santa Clara Valley Health & Hospital System.

Santa Clara Valley Health & Hospital System ITB # 10327761

23.1.2. Shipments to the Santa Clara Valley Health & Hospital System shall be: Freight Prepaid and Allowed. Pricing must include any and all freight cost, including insurance and handling costs.

23.1.3. Regardless of FOB point, the Contractor 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 the Contractor from any obligation hereunder.

24. COUNTY NO-SMOKING POLICY

24.1. Pursuant to Board Policy 3.47 (adopted April 7, 2009), the Board of Supervisors directed County Counsel to draft language for inclusion in County contracts. Effective immediately, the following language will be included in all County contracts:

24.1.4. COUNTY NO-SMOKING POLICY: Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

25. IDENTIFICATION:

25.1. All invoices, packing lists, packages, and other written documents affecting the order shall contain the applicable purchase order number. Packing lists shall be enclosed in each box or package shipped pursuant to this order. Invoice will not be processed for payment until all goods are received.

25.2. Delivery due date: Delivery and service work completion date is January 2010.

26. INVOICE:

26.1. Contractor shall itemize all applicable products. Each invoice shall clearly identify the following information:

26.1.1. Contractor's complete name and remit to address.

26.1.2. Original Invoice billed to the Santa Clara Valley Health & Hospital System with a reference to the department name, i.e. "Facilities".

Santa Clara Valley Health & Hospital System ITB # 10327761

- 26.2. Invoice shall list the invoice date, invoice number, and payment term.
- 26.3. Invoice shall list a Santa Clara Valley Health & Hospital System authorized purchase order number.
- 26.4. Invoice shall be mailed directly to the Santa Clara Valley Health & Hospital System Department stated address under "Bill To" on the purchase order.
- 26.5. Invoice must be billed according to the purchase order authorized quantity and price.

27. PAYMENT OF INVOICE:

- 27.1. The Santa Clara Valley Health & Hospital System will process full payment upon receipt of goods, correct invoice, and within the payment term as accepted by the Santa Clara Valley Health & Hospital System. Warrant will be made payable to the Contractor. Payment is deemed made when the Santa Clara Valley Health & Hospital System sends the warrant.

28. PROMPT PAYMENT DISCOUNT:

- 28.1. If the Santa Clara Valley Health & Hospital System accepts an offer, any prompt payment discount included in the offer will form a part of the related purchase order.

29. LATE PAYMENT:

- 29.1. The Santa Clara Valley Health & Hospital System will not pay late payment charges.

30. WARRANTY:

- 30.1. Contractor shall guarantee that the hardware and system software, if applicable, will perform according to manufacturer documentation. Equipment and software shall be covered under a maintenance agreement for three years 24x7x4 onsite repair with four hour response time, and include all parts, labor, and travel, as described in the manufacturer's maintenance agreement.
- 30.2. Under the warranty and maintenance, all parts and labor costs, including shipping and handling to and from the Santa Clara Valley Medical Center, shall be borne by the Contractor.
- 30.3. All maintenance work shall be provided directly by NEC or an NEC certified contractor. No limit to the number of service calls. Maintenance

Santa Clara Valley Health & Hospital System ITB # 10327761

shall commence upon final acceptance by the Santa Clara Valley Health & Hospital System

- 30.4. Installation may be completed by the contractor or subcontracted to NEC, the manufacturer. Work shall be completed according to the Statement of Work which is attached. Contractor shall guarantee work and correct any work determine to be unsatisfactory by the Santa Clara Valley Health & Hospital System, at no additional cost.
- 30.5. Unless otherwise agreed to in writing by the parties, all implied and express warranties pursuant to the California Commercial Code, sections 2312- 2317, shall apply to the goods covered by this bid.
- 30.6. Contractor must provide a ONE (1) YEAR WARRANTY FROM DATE OF ACCEPTANCE BY SCVHHS.

31. PURCHASE ORDER MODIFICATION:

- 31.1. Once a purchase order is issued, the Contractor may not make any changes to the order. Any changes, alterations, modifications, and deviations resulting in extra cost will not be recognized or paid for by the Santa Clara Valley Health & Hospital System, if not listed on the purchase order. If an error is found, request for corrections to the purchase order shall be submitted in writing to: Rick Andrews at Santa Clara Valley Health & Hospital System Facilities Department, 751 South Bascom Avenue, Bldg Z, San Jose, CA 95128. Corrections to the purchase order will be made via a change order by the Santa Clara Valley Health & Hospital System Facilities Department.

32. ACCOUNTABILITY:

32.1. The Contractor will be the primary point of contact for all contractual matters, including delivery of all hardware and software listed on the purchase order.

33. PATENT INDEMNITY:

33.1. The Contractor shall hold the Santa Clara Valley Health & Hospital System, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in connection with the contract.

34. LIENS, CLAIMS AND ENCUMBRANCES:

34.1. Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.

35. RIGHTS AND REMEDIES OF SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM FOR DEFAULT:

35.1. The Santa Clara Valley Health & Hospital System may terminate the purchase order and be relieved of the payment of any consideration to the Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the Santa Clara Valley Health & Hospital System may preclude with the services in any manner deemed proper by the Santa Clara Valley Medical Center. The cost to the Santa Clara Valley Health & Hospital System shall be deducted from any sum due the Contractor under the terms of the contract, and the balance, if any, shall be paid by the Contractor upon demand.

35.2. In the event any item furnished by the Contractor in the performance of the contract should fail to conform to the specifications herein, the Santa Clara Valley Health & Hospital System may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith, without expense to the Santa Clara Valley Health & Hospital System and immediately to replace all such rejected items with others conforming to such specifications; provided that should the Contractor fail, neglect, or refuse to do so the Santa Clara

Santa Clara Valley Health & Hospital System ITB # 10327761

Valley Health & Hospital System shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such item(s) and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the prices named in the contract and the actual cost thereof to the Santa Clara Valley Health & Hospital System. In the event, the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the Santa Clara Valley Health & Hospital System to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

- 35.3. The rights and remedies of the Santa Clara Valley Health & Hospital System provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

36. NON-WAIVER BY ACCEPTANCE OF VARIATION:

- 36.1. Neither acceptance of nor payment for any work performed by the Contractor shall operate as a waiver of any of the provisions of this agreement nor shall a waiver of any breach hereof be deemed to be a waiver of any other or subsequent breach.

37. COMPLIANCE WITH STATUTE

- 37.1. The Contractor hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

38. CONTRACTING PRINCIPLES

- 38.1. Service contracts are subject to the Resolution of Contracting Principles adopted by the Board of Supervisors. Contractor shall comply with the entire resolution including the following:
- 38.1.1. Contractor shall, during the term of the contract, comply with all applicable Federal, State, and local rules, regulations and laws.
 - 38.1.2. Contractor shall maintain financial records adequate to show that Santa Clara Valley Health & Hospital System funds paid under any contract for

services were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of the contract and for a period of three (3) years from termination of the contract or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of the contract.

38.1.3. The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the Santa Clara Valley Health & Hospital System, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the Santa Clara Valley Health & Hospital System's intended action.

39. SEVERABILITY

39.1. Should any part of this contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract which shall continue in full force and effect, provided that the remainder of the contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

40. SAFETY AND HEALTH STANDARDS

40.1. Contractor agrees to comply with the applicable provisions of the California Occupational Safety and Health Act of 1973, (Labor Code Section 6300 et. Seq.) and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the Santa Clara Valley Health & Hospital System for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor failure to comply with the act and any standards or regulations is issued there under.

41. INSURANCE

41.1. Contractor shall maintain insurance coverage that meets the minimum requirements of Exhibit C throughout the term of the agreement.

43.2. Contractor shall ensure that all subcontractors comply with the terms and conditions of this agreement.

44. INDEPENDENT CONTRACTORS

44.1. The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Santa Clara Valley Health & Hospital System.

45. ASSIGNMENT

45.1. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or right, title, or interest in or to the same, or any part thereof without written consent of the Santa Clara County Director of Procurement. Any attempt to do any of the foregoing without written consent shall be void. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

46. GOVERNING LAWS

46.1. If an award is made, the purchase order shall be interpreted, construed and given effect in all respects according to the laws of the State of California. Proper venue for legal action regarding the agreement shall be in the County Counsel for Santa Clara County.

47. TERMINATION

47.1. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient authorizations and appropriations being or having been made by the Santa Clara Valley Medical Center for the performance of this Agreement. If sufficient authorizations and appropriations are not or have not been made by the Santa Clara Valley Health & Hospital System, or are discontinued by the Santa Clara Valley Health & Hospital System, this Agreement shall terminate upon written notice being given by Santa Clara Valley Health & Hospital System to the Contractor. The Santa Clara Valley Health & Hospital System decision as to whether sufficient authorizations or appropriations are or have been made, or are or have been discontinued, shall be accepted by the Contractor and shall be final.

48. TERMINATION FOR CAUSE

Santa Clara Valley Health & Hospital System ITB # 10327761

- 48.1. Santa Clara Valley Health & Hospital System may immediately terminate this Agreement for cause upon written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following:
- 48.1.1. material breach of this Agreement by Contractor
 - 48.1.2. violation by Contractor of any applicable laws
 - 48.1.3. assignment by Contractor of this Agreement without the written consent of Santa Clara Valley Medical Center pursuant to Section 46.1 of this agreement
 - 48.1.4. failure to provide services in a satisfactory and timely manner.
- 48.2. Such notice will specify the reason for termination and will indicate the effective date of such termination.
- 48.3. In the event of termination, Contractor will deliver to Santa Clara Valley Health & Hospital System copies of all reports and other work performed by Contractor under this Agreement and upon receipt thereof, Contractor will be paid for services performed and reimbursable expenses incurred to the date of termination. Any pre-paid maintenance fees shall be prorated and promptly refunded to the Santa Clara Valley Medical Center.

49. BIDDER'S REPRESENTATIONS:

- 49.1. That Bidder has carefully read and fully understands the information that was provided by the Santa Clara Valley Health & Hospital System to serve as the basis for submission of this bid.
- 49.2. That Bidder has the capability to successfully undertake and complete the responsibilities and obligations of the bid being submitted.
- 49.3. That all information contained in the bid is true and correct to the best of Bidder's knowledge.
- 49.4. That Bidder signed a non-collusion affidavit herewith attached with the bid.
- 49.5. That Bidder did not receive unauthorized information from any Santa Clara Valley Health & Hospital System staff or

Santa Clara Valley Health & Hospital System ITB # 10327761

consultant during the bid period except as provided for in the ITB package, addenda thereto, or the pre-bid conference.

- 49.6. That by submission of this bid, the Bidder acknowledges that the Santa Clara Valley Health & Hospital System has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Bidder, and Bidder hereby grants the Santa Clara Valley Health & Hospital System permission to make said inquiries, and to provide any and all requested documentation in a timely manner.
- 49.7. That Bidder offers and agrees to furnish the goods and services specified in the ITB package in accordance with the specifications, instructions, terms, and conditions stated herein.
- 49.8. No Bid shall be accepted which has not been signed in ink in the appropriate space below.
- 49.9. By signing below, the submission of a bid shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the ITB, that they are aware of the applicable facts pertaining to the ITB process, its procedures and requirements, and that they have read and understand the ITB.
- 49.10. No request for modification of the bid shall be considered after its submission on the grounds that the Bidder was not fully informed as to any fact or condition.

Company Name: _____

Address: _____

Telephone Number: (____) _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT 1 ITB SPECIFICATIONS AND REQUIREMENTS

1. The proposal must include costs for call servers, routers, Power-Over-Ethernet (POE) switches, gateways and all required patch cables.
2. For call capacity, proposed systems should assume a VOIP connection-set-up volume of every VoIP station placing or receiving a call once per minute. (Santa Clara Valley Health and Hospital Systems acknowledges that this should provide a very conservative configuration.)
3. The proposal must include common control redundancy, specifically addressing call processing, memory elements, critical power supplies, LAN interfaces, and typical common services such as tone generators, call classifiers and DTMF receivers.
4. Each proposal must include LAN switches equipped to support Power-Over-Ethernet (POE) to each phone port, (incorporating dual power supplies, if necessary). The LAN Switches must be DC powered. Three hours of battery backup must be provided to power the LAN Switches in each LAN closet(SEE ITEM 8 BELOW).
5. The proposal must include all costs to provide DHCP, DNS, TFTP and NTP and best practices QOS.
6. The vendor shall configure all voice traffic for full duplex.
7. Each proposed system must be equipped to send SMDR to the Santa Clara Valley Health and Hospital Systems call accounting system (Telenomics). Any programming or modification necessary to accommodate additional VoIP data fields in the SMDR stream to be programmed by contractor.
8. A standby battery powered back up system, which, in the event of a commercial power failure, will allow the Telephone System, associated routers, POE switches and CSU/DSU's to operate continuously for a minimum of (3) hours. The batteries supplied should be sealed or vented such that no gasses are emitted into the telecom equipment rooms. This functionality to be tested to the satisfaction of Santa Clara Valley Health Hospital Systems prior to "go live" date.
9. System security of all telephony systems (both TDM and VOIP) is highly important to Santa Clara Valley Health and Hospital Systems. Material and labor for measures to protect against malicious assault must be included in the base price of the proposed systems. Such measures must address security (to the extent available to address all known vulnerabilities) including, at a minimum, the following: call

ATTACHMENT 1 ITB SPECIFICATIONS AND REQUIREMENTS

controller security/encryption; device/endpoint authentication (including measures to prevent an attacker from sniffing and then emulating a legitimate endpoint); user/caller authentication (for any device on the system, including options for passwords to log-on); eavesdrop protection (secure RTP for calls to and from both VoIP endpoints and gateways); and secure administrator access. Additionally, the vendor is to ensure that all default passwords are changed and secured during the implementation process.

10. Any and all PBX MDF cross-connect cables, if required, must be installed by the successful telephone system vendor as well as the placement of handsets. The vendor is responsible for the reliable operation of all telephones, and must include the costs of any new cables (and/or toning and testing of any existing cables) that might be required for the successful operation of all telephones and ancillary equipment.
11. Contractor is to provide Santa Clara Valley Health Hospital System personnel with complete instruction in the proper operation of the system (station and attendant consoles, voice processing functions, etc.) by qualified representatives of the Contractor, at times suitable to Santa Clara Valley Health Hospital System. Santa Clara Valley Health Hospital Systems will assure that the proper personnel will be available for training prior to system cutover. Santa Clara Valley Health Hospital System and Contractor's Customer Representative shall coordinate responsibility for scheduling and attendance. Santa Clara Valley Health Hospital System will provide adequate training room(s). Contractor agrees to conduct training so that the individual and collective needs of all Santa Clara Valley Health Hospital System personnel are adequately satisfied.
12. All Vendors will provide a unit cost breakdown of all equipment and labor specified in this ITB – **SEE ATTACHMENTS 2 & 3**

ATTENTION!!

- **SIGNATURE(S) REQUIRED ON ALL BIDDER FORM SIGNATURE BLOCKS AT TIME OF SUBMITTAL OF BID**
- **SIGNATURE BLOCKS APPEAR ON THE EIGHT (8) PAGES LISTED BELOW:**

○ BID FORM PAGE 25	BASE QUOTATION FOR BID
○ BID FORM PAGE 27	BIDDERS SECURITY AND ADDENDA
○ BID FORM PAGE 28	BIDDERS CERTIFICATIONS
○ BID FORM PAGE 29	DESIGNATION OF INSURERS & BOND
○ BID FORM PAGE 30	NONCOLLUSION AFFADAVIT
○ BID FORM PAGE 31	STATEMENT OF BIDDER
○ BID FORM PAGES 32-33	CONTRACTING PRINCIPLES
○ BID FORM PAGES 34-35	STOP NOTICE

SIGNATURE MUST ALSO APPEAR ON BIDDERS BOND AT TIME OF SUBMITTAL OF BID

ANY UNSIGNED BID FORM SIGNATURE BLOCKS MAY BE CAUSE FOR REJECTION OF BID

BID FORM - BASE QUOTATION FOR BID

1. The Contract will be Awarded to the "Responsible Bidder" submitting the lowest responsive Bid (as may be corrected in accordance with paragraph 7 below). "Responsible Bidder" (per Public Contract Code §1103) is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.
2. Owner reserves the right to reject this Bid.
3. This Bid must remain open and not be withdrawn for a period of sixty (60) calendar Days from the date prescribed for its opening.
4. If written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned within sixty (60) calendar Days after the date set for the opening of this Bid, or at any time thereafter before withdrawn, the undersigned Bidder must execute and deliver the Agreement to Owner in accordance with this Bid as accepted, and must furnish and deliver to Owner the Performance Bond, Payment Bond for Public Works, and Proof of Insurance Coverage as required in the Bid Documents, all within seven (7) calendar Days after the date of Notice of Award furnished by the Clerk of the Board of Supervisors.
5. Contract Bonds and Insurance must be satisfactory to, and on forms acceptable to Owner.
6. Notice of acceptance of Bonds and Insurance or a request for additional information may be addressed to the Bidder at the address shown on Page 1 of Document 00410, "Bid Form." Wherever in this Bid an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail. If a discrepancy exists between the Adjustment Factors and the Award Criteria Figure (summation of weighted Adjustment Factors) the Adjustment Factors will prevail. The Owner will correct and revise the total Award Criteria Figure accordingly. Bidder certifies that it has thoroughly read and understands the Bid Documents and Addenda. Bidder hereby incorporates by reference the Bid Documents and Addenda as though set out in full, and all provisions of the Notice to Bidders published by Owner pertaining to the Work described in this Bid.

BID FORM - BIDDERS SECURITY AND ADDENDA

- 1. Accompanying this Bid proposal is _____ (insert words "cash," "cashier's check," "certified check," or "Bidder's Bond" as the case may be) in an amount equal to \$55,000, which is ten percent (10%) of the Maximum Contract Value, \$550,000

- 2. Bidder acknowledges receipt of the following Addenda to the Bid Documents:
 - () NO Addenda received
 - () Addenda received as follows:

Addendum

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Failure to acknowledge on the Bid Form receipt of an Addendum is not in itself cause for withdrawal or rejection of Bid, if it can be established that Bidder did, in fact, receive such Addendum prior to Bid opening.

SIGNATURE BLOCK (Signature Block must be completed in ink & changes must be initialed)	
Bidder's Signature: _____	Date: _____
Bidder's Name & Title (Print): _____	

BID FORM – DESIGNATION OF INSURERS & BOND

1. THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING BID AS PRINCIPALS ARE AS FOLLOWS:

NOTE: If Bidder or other interested person is a corporation, give legal name of corporation, the State where incorporated, and names of the president and secretary thereof; if a partnership, provide name of the firm, also names of all individual partners composing firm; if Bidder or other interested person is an individual, provide first and last names in full below:

2. LICENSED IN ACCORDANCE WITH CHAPTER 9, DIVISION 3, OF BUSINESS AND PROFESSIONS CODE PROVIDING FOR THE REGISTRATION OF CONTRACTORS

Contractor's License No: _____ Class: _____ Expiration Date: _____

NOTE: Bidder(s) bidding jointly or as a combination of several business organizations are cautioned that such Bidder must be jointly licensed in the same form and style in which the Bid is executed. If making a Bid as a joint venture, each person submitting the Bid must provide the information required above with respect to his or her license.

NOTE: If Bidder is a corporation, the legal name of the corporation must be set forth below together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a partnership, the name of the firm must be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, the Bidder must sign below.

Business Address: _____
(Street)

(City) (State) (Zipcode)

Business Phone Number (____) _____

SIGNATURE BLOCK (Signature Block must be completed in ink & changes must be initialed)	
Bidder's Signature: _____	Date: _____
Bidder's Name & Title (Print): _____	

BID FORM – DESIGNATION OF INSURERS & BOND

The following insurance company(ies) and agent or broker will provide policies of insurance or insurance certificates as required by the Contract Documents:

Insurance Company(ies)

Admitted in California: YES _____ NO _____

Agent or Broker:

Street _____ City _____ Zip _____

Phone:() _____

DESIGNATION OF BONDING COMPANY & AGENT OR BROKER

The following Surety company and agent or broker will provide Payment and Performance Bonds as required by the Contract Documents:

Surety Company Providing Bonds: _____

Admitted in California: YES _____ NO _____

Agent or Broker:

Street _____ City _____ Zip _____

Phone:() _____

SIGNATURE BLOCK (Signature Block must be completed in **ink** & changes must be **initialed**)

Bidder's Signature: _____ Date: _____

Bidder's Name & Title (Print): _____

BID FORM – NONCOLLUSION AFFADAVIT

In accordance with Public Contract Code §7106. _____
(Bidder’s full name)

being first duly sworn, deposes and says that he or she is _____
(Bidder’s title)

of _____
(Company’s name)

the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE BLOCK (Signature Block must be completed in ink & changes must be initialed)	
Bidder’s Signature: _____	Date: _____
Bidder’s Name & Title (Print): _____	

BID FORM – STATEMENT OF BIDDER

STATEMENT OF BIDDER

Has the Bidder, or any officer of the Bidder or any employee of the Bidder who may have a proprietary interest in the Bid, ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state, or local governmental project because of a violation of law or safety regulations:

YES ___ NO ___

If your answer is yes, explain the circumstances:

SIGNATURE BLOCK (Signature Block must be completed in ink & changes must be initialed)	
Bidder's Signature: _____	Date: _____
Bidder's Name & Title (Print): _____	

BID FORM – CONTRACTING PRINCIPLES

The Contract that may be Awarded will be a Type I Service Contract pursuant to the Board of Supervisor’s Resolution on Contracting Principles adopted on October 28, 1997.

Type I Category: “II. Definitions C.2. Construction or other work required by law to be contracted out.”

Explanation: The work required by these Contract Documents is construction work and pursuant to Public Contract Code §3400 must be contracted out.

The Board resolution on Contracting Principals has two (2) specific requirements related to Type I Service contracts:

- 1) All Type 1 contracts must contain a contract provision specifying that the contractor shall comply with all applicable federal, state and local rules, regulations and laws. (See 00700.31, “Compliance With Laws and Regulations”)
- 2) All Type 1 contracts must contain a contract provision specifying that the contractor shall maintain financial records that would be adequate to show that County funds were used for purposes consistent with the terms of the service contract. (See 00700.31, “Compliance With Laws and Regulations”)

I am authorized to complete this form on behalf of:

(Name of Contractor)

I have reviewed and understand the requirements of Document 00700. - Sub-Part 3.31.B “Compliance With Laws and Regulations” (**see below**)

BID FORM – CONTRACTING PRINCIPLES

3:31 COMPLIANCE WITH LAWS AND REGULATIONS

- .A Contractor must keep informed of governmental regulations that may affect the Work. Contractor must observe and comply with, and must cause all agents, employees, Subcontractors and Suppliers to observe and comply with said regulations. Contractor shall hold harmless and indemnify Owner and all its officers, employees and consultants against any liability or claim arising from or based upon the violation of any such regulations by Contractor, its agents, employees, representatives or Subcontractors and Suppliers.
- .B This Contract is a Type I Contract, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, the Contractor must comply with all of the following:
 - 1) Contractor must, during the term of this Contract, comply with all applicable federal, state and local rules, regulations, and laws.
 - 2) Contractors must maintain financial records adequate to show that County funds paid pursuant to the Contract were used for purposes consistent with the terms of the Contract. These records must be maintained during the term of this Contract and for a period of five (5) years from the termination of this Contract or until all Claims, if any, have been resolved, whichever period is longer, or longer if otherwise required pursuant to other provisions of this Contract.
- .C The failure of the Contractor to comply with Document 00700 - Sub-Part 3.31.B or any portion thereof may be considered a material breach of this Contract and may, at the option of the Owner, constitute a basis for the termination of the Contract. The Contractor will be furnished reasonable notice of any intended termination based on noncompliance with Document 00700 - Sub-Part 3.31.B, and the opportunity to respond and discuss the County’s intended action.

<p>SIGNATURE BLOCK (Signature Block must be completed in ink & changes must be initialed)</p> <p>Bidder’s Signature: _____ Date: _____</p> <p>Bidder’s Name & Title (Print): _____</p>

BID FORM – STOP NOTICE

PROJECT NAME: _____ NO: _____

COUNTY PROJECT MANAGER _____

COUNTY DEPARTMENT: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

Reference: California Civil Code, Division 3, Part 4, Title 15, Chapter 4

The following is furnished for the information of contractors, Subcontractors and suppliers of labor, materials, equipment, and services under County Public Works contracts (Reference: California Civil Code, Division 3, Part 4, Title 15, Chapter 4), and is not intended as legal advice. Advice of legal counsel should be obtained to ensure compliance with legal requirements relating to public works stop notices.

WHERE TO FILE: All original stop notices and preliminary-20 day notices (if required by California Civil Code §3098 must be filed with the County of Santa Clara, Clerk of the Board of Supervisors, located at 70 West Hedding Street, 10th Floor, East Wing, San Jose, CA 95110.

STOP NOTICE CONTENTS: See California Civil Code §3103. Written notice, signed and verified by the claimant and including information such as the kind of labor, equipment, materials or services provided or agreed to be provided by the claimant; the name of the person/entity to or for whom the same was done or provided; the amount in value of that already done or provided and/or agreed to be done or provided. Blank Stop Notice forms are commercially available.

WHO MAY SERVE STOP NOTICE: See California Civil Code §3181. All persons furnishing labor, materials, equipment or services to the Project (except the original contractor) and persons furnishing provisions, provender or other supplies.

HOW THE STOP NOTICE IS SERVED: See California Code §3103. Served by personal service, registered mail, or certified mail.

TIME FOR SERVICE: See California Civil Code §3184. Stop notices must be served before the expiration of: 30 days after recording of a Notice of Completion (sometimes called a Notice of Acceptance) or Notice of Cessation, if such notice is recorded. If no Notice of Completion or Notice of Cessation is recorded, 90 days after actual completion or cessation.

NOTICE OF COMPLETION: See California Civil Code §3185. Provided that a stop notice claimant has paid to the Clerk of the Board of Supervisors the sum of \$2.00 at the time of filing a stop notice, the Clerk shall provide that claimant with notice of the filing of a Notice of Completion, or after the cessation of labor has been deemed a completion of a public work, or after the acceptance of completion, whichever is later, by personal service, or registered or certified mail.

BID FORM – STOP NOTICE

RELEASE OF STOP NOTICE: See California Civil Code §3196 and following. A stop notice can be released if the original contractor files a corporate surety bond with the Clerk of the Board of Supervisors, in the amount of one hundred twenty-five (125%) of the stop notice claim.

Alternatively, the original contractor may file an affidavit pursuant to California Civil Code §3198, stating objections to the validity of the stop notice. A counter affidavit may be filed by the claimant pursuant to §3200 and a summary legal proceeding may be held pursuant to §3201 and following, to determine the validity of the stop notice. If no counter affidavit is filed, the stop notice funds shall be released. Alternatively, the Stop Notice claimant may file a Release in a form which substantially complies with California Civil Code §3262.

STOP NOTICE LAWSUIT: See California Civil Code §3210 through §3214. These sections provide that a stop notice is perfected only by the filing of a lawsuit. A lawsuit must be filed no sooner than 10 days after service of a stop notice and no later than 90 days after the expiration of the time for filing stop notices. Notice of suit must be given to the Clerk of the Board of Supervisors within 5 days after commencement. The Court has the discretionary right to dismiss the lawsuit if it is not brought to trial within 2 years.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE ABOVE STOP NOTICE INFORMATION AND IF I AM AWARDED THIS CONTRACT, I AGREE TO INCLUDE A COPY OF THIS PAGE IN ALL SUBCONTRACTS AND CONTRACTS FOR LABOR, MATERIALS, EQUIPMENT AND SERVICES THAT I ENTER INTO FOR THIS PROJECT.

SIGNATURE BLOCK (Signature Block must be completed in ink & changes must be initialed)

Bidder's Signature: _____ Date: _____

Bidder's Name & Title (Print): _____

ATTACHMENT 4 – BIDDER’S BOND

WHEREAS, we, _____ as Principal,
and _____ as Surety,

are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California (hereinafter called "County") in the penal sum of\$ 55,000which is ten percent (10%) of the Maximum Contract Value,\$550,000 of the Principal above named, submitted by said Principal to County for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a Bid to County for certain construction specifically described as follows,

(Bidder shall copy here the description of the Work, including location, from the Notice to Bidders)

for which Bids are to be opened on November 19, 2009, has been submitted by Principal to County:

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said Bid within the period specified therein after the opening of the same or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or if no period be specified, within twenty (20) days after the prescribed forms are presented to Principal for signature, enter into a written Contract with County, in the prescribed form, in accordance with the Bid as accepted, and file the two Bonds with County, one to guarantee faithful Performance and the other to guarantee Payment for labor and materials, as required by law, or in the event of the withdrawal of said Bid within the period specified or the failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay County the difference between the amount specified in said Bid and the amount for which County may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by County in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the Contract on the call for Bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this Bond, and it does, hereby, waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

ATTACHMENT 5 – PERFORMANCE BOND

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and _____ hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to:

- Provide, deliver, program, install and warranty one (1) new NEC SV8500 Voice over Internet Protocol (VOIP) Telephone System with 200 terminals and all associated peripheral equipment and integrate this system within the existing IP telephony infrastructure including the existing Agency voicemail system (Octel 350). The equipment will be installed at 143 North Main Street, Milpitas, California

- Provide, deliver, install ,configure, program, and warranty a new NEC SV8500 Voice over Internet Protocol (VOIP) Telephone System to seamlessly upgrade the existing NEC 2400 ICS system and all currently associated peripheral equipment and integrate the new NEC 8500 VOIP system with the existing IP telephony infrastructure including the existing Agency voicemail system (Octel 350). To be installed at the Valley Health Center – East Valley, 1993 McKee, San Jose, CA

pursuant to the said Agreement dated _____, 20____, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required according to the terms of said Agreement and applicable California State law, to furnish a Bond for the faithful Performance of said Agreement.

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of: Five Hundred Fifty Thousand Dollars (\$550,000)lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and agreements in the said Agreement and any and all alterations thereof made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the County of Santa Clara, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the terms of the said Agreement, the accompanying Contract Documents, or to the Work to be performed thereunder shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alteration, addition or deletion to the terms of the said Agreement or to the Contract Documents or to the Work.

ATTACHMENT 5 – PERFORMANCE BOND

In the event suit is brought upon this Bond by the County of Santa Clara and judgment is recovered, Surety shall pay all costs incurred by the County of Santa Clara in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of _____, 20____.

PRINCIPAL:

SURETY:

Signature

Name

Title

Address

Signature

Name

Title

Address

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.
)

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:
(SEAL)

Notary Public for the State of California

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

ATTACHMENT 6 – PAYMENT BOND

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and

hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to:

- Provide, deliver, program, install and warranty one (1) new NEC SV8500 Voice over Internet Protocol (VOIP) Telephone System with 200 terminals and all associated peripheral equipment and integrate this system within the existing IP telephony infrastructure including the existing Agency voicemail system (Octel 350). The equipment will be installed at 143 North Main Street, Milpitas, California
- Provide, deliver, install ,configure, program, and warranty a new NEC SV8500 Voice over Internet Protocol (VOIP) Telephone System to seamlessly upgrade the existing NEC 2400 ICS system and all currently associated peripheral equipment and integrate the new NEC 8500 VOIP system with the existing IP telephony infrastructure including the existing Agency voicemail system (Octel 350). To be installed at the Valley Health Center – East Valley, 1993 McKee, San Jose, CA

pursuant to the said Agreement dated _____, 20____, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required by Chapter 5 (commencing at §3225) and Chapter 7 (commencing at §3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a Bond in connection with said Agreement.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of: **Five Hundred Fifty Thousand (\$550,000)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in §3181 of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813 and 1815 of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the total sum herein above specified, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described

ATTACHMENT 6 – PAYMENT BOND

or pertaining to or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit such Bond is given, and under no circumstances shall the Surety be released from its obligations hereunder by reason of any breach of contract between the County of Santa Clara and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in §3110 or §3112 of the California Civil Code and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of _____, 20____.

PRINCIPAL:

SURETY:

Signature

Signature

Name

Name

Title

Title

Address

Address

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

ATTACHMENT 6 – PAYMENT BOND

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.
)

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

ATTACHMENT 7 - WORKERS COMPENSATION FORM

Contract with the County of Santa Clara for the construction of:

PROJECT TITLE: _____

PROJECT NO.: _____

Labor Code §3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of §3700 of the Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work of this Contract.

Dated: _____, 20__

By _____
(Contractor)

(Official Title)

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

EXHIBIT A

DESIGNATION OF SUBCONTRACTORS

Bidder shall completely fill in the form below for each subcontractor that exceeds one-half percent (1/2%) of the bidder's total Base Bid. A subcontractor is defined as one whom:

- Performs work or labor
- Provides a service to the bidder
- Specially fabricates and installs a portion of the work according to the plans and specifications

Work shall be done in compliance with California Public Contract Code 4100-4114 and any amendment thereof.

Bidder shall assume full responsibilities for the actions, omissions and errors of subcontractors listed below. No change in subcontractor shall be permitted, after award, without prior written approval from the Santa Clara County Procurement Department Buyer or his/her designee. Changes in subcontractors without prior written consent from the Santa Clara County Procurement Department Buyer or his/her designee can result in the cancellation of the purchase order.

NAME OF SPECIALTY SUBCONTRACTOR
COMPLETE ADDRESS
AND TELEPHONE NUMBER

Print or Type Name: _____

Authorized Signature: _____

Company Name: _____

Date: _____

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS ABOVE \$100,000

INDEMNITY & INSURANCE

The Contractor shall indemnify, defend, and hold harmless the Santa Clara Valley Health & Hospital System (hereinafter " Santa Clara Valley Health & Hospital System"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the Santa Clara Valley Health & Hospital System. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Santa Clara Valley Health & Hospital System. The Contractor shall reimburse the Santa Clara Valley Health & Hospital System for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the Santa Clara Valley Health & Hospital System under this Agreement. Without limiting the Contractor's indemnification of the Santa Clara Valley Health & Hospital System, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

EVIDENCE OF COVERAGE

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request. This verification of coverage shall be sent to the requesting Santa Clara Valley Health & Hospital System department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Santa Clara Valley Health & Hospital System. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

QUALIFYING INSURERS

Coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Santa Clara County Insurance Manager.

NOTICE OF CANCELLATION

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified Santa Clara County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Santa Clara County or their designated agent.

EXHIBIT B

INSURANCE REQUIRED

Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

1. Each occurrence - \$1,000,000
2. General aggregate - \$2,000,000
3. Products/Completed Operations aggregate - \$2,000,000
4. Personal Injury - \$1,000,000

General liability coverage shall include:

1. Premises and Operations
2. Products/Completed
3. Personal Injury liability

SEVERABILITY OF INTEREST

This Policy shall operate in all respects as if a separate Policy had been issued to each party insured hereunder, except that in no event shall the total liability of the Insurers in respect of all parties insured hereunder exceed the Limit of Indemnity stated in this Policy.

General liability coverage shall include an “ADDITIONAL INSURED ENDORSEMENT”, which shall read:

“Santa Clara Valley Health & Hospital System, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the Santa Clara Valley Health & Hospital System, individually and collectively, as additional insured.”

A copy of this endorsement shall be provided to the Santa Clara Valley Health & Hospital System.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the Santa Clara Valley Health & Hospital System, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

Automobile Liability Insurance:

1. For bodily injury (including death) and property damage which provides total limits of not less than one million dollars
2. For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

EXHIBIT B

Aircraft/Watercraft Liability Insurance (required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement) For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Statutory California Workers Compensation coverage including broad form all-states coverage. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

SPECIAL PROVISIONS

The following provisions shall apply to this agreement:

1. The Santa Clara Valley Health & Hospital System acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the Santa Clara Valley Health & Hospital System upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
2. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policies.
3. The Santa Clara Valley Health & Hospital System reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above

FIDELITY BONDS (Required only if contractor will be receiving advanced funds or payments)

The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the Santa Clara Valley Health & Hospital System or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

Before receiving compensation under this Agreement, Contractor will furnish Santa Clara Valley Medical Center with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the Santa Clara Valley Medical Center cited herein. If such bond is canceled or reduced, Contractor will notify Santa Clara Valley Health & Hospital System immediately, and Santa Clara Valley Health & Hospital System may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of Santa Clara Valley Health & Hospital System.

EXHIBIT C

PAYMENT OF PREVAILING WAGE

Vendors must pay all workers on this County project the prevailing wage pursuant to the California Labor Code, sections 1770 through 1777.7. A copy to the prevailing wage rate determination is on file and may be seen at the office of the Clerk of the Board. The determination is issued by the California Department of Industrial Relations

EXHIBIT D

NONDISCRIMINATION

If an award is made, Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara Valley Health & Hospital Systems policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102.

Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

Violation of this provision shall be deemed a material default by Contractor giving Santa Clara Valley Health and Hospital Systems a right to terminate the Purchase Order.

ATTACHMENT 7 – INSURANCE CERTIFICATION

DOCUMENT 00622
SANTA CLARA COUNTY SPECIAL ENDORSEMENT

DOCUMENT ON FOLLOWING PAGE

ATTACHMENT 7 – INSURANCE CERTIFICATION

<p>Mail completed certification to:</p> <p style="text-align: center;">Santa Clara County Clerk of the Board</p> <p>Attn:</p> <p>Department: County of Santa Clara</p> <p>Address: 70 West Heeding San Jose, CA 95110</p> <p>Contract No.:</p> <p>Description:</p>	<p>Department:</p> <p>1. Complete address block to the left.</p> <p>2. When completed certificate is returned, review and send the following to Finance / Controller. a. Signed and completed certificate. b. Copy of insurance requirements and hold harmless clause from the contract.</p> <p>3. If agreement is a Board approved contract, send a copy of the above (2a and b) to the Clerk of the Board.</p>				
<p>This certification is issued as a matter of information only and confers no right upon the policy holder, and does not amend, extend or alter the coverage afforded by the policies. This to certify that the policies of insurance listed below have been issued to the insured named below for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be insured or may pertain the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.</p>					
PRODUCER:	COMPANIES AFFORDING COVERAGE				
	Company A				
	Company B				
INSURED:	Company C				
	Company D				
Co. Ltr.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<p>GENERAL LIABILITY</p> <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> OWNER'S & CONT PROT</p> <p>_____</p>				<p>GENERAL AGGREGATE \$</p> <p>PROD-COMP/OP AGG \$</p> <p>PERS & ADV INJURY \$</p> <p>EACH OCCURRENCE \$</p> <p>FIRE DAMAGE \$</p> <p>(Any one fire)</p> <p>MED EXPENSE \$</p> <p>(Any one person)</p>
	<p>AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p> <p>_____</p>				<p>COMBINED SINGLE LIMIT \$</p> <p>BODILY INJURY \$</p> <p>(Per person)</p> <p>BODILY INJURY \$</p> <p>(Per accident)</p> <p>PROPERTY DAMAGE \$</p>
	<p>GARAGE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p>_____</p>				<p>AUTO ONLY. EACH ACC \$</p> <p>OTHER THAN AUTO ONLY:</p> <p>EACH ACCIDENT \$</p> <p>AGGREGATE \$</p>
	<p>EXCESS LIABILITY</p> <p><input type="checkbox"/> UMBRELLA FORM</p> <p><input type="checkbox"/> OTHER THAN UMBRELLA FORM</p>				<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>
	<p>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>THE PROPRIETOR / PARTNERS/ INCL.</p> <p>EXECUTIVE OFFICERS ARE: EXCL.</p>				<p><u>STATUTORY LIMITS</u></p> <p>EACH ACCIDENT \$</p> <p>DISEASE-POLICY LIMIT \$</p> <p>DISEASE-EMPLOYEE \$</p>
OTHER					
<p>CERTIFICATE HOLDER</p> <p>COUNTY OF SANTA CLARA</p> <p>FAF Capital Programs</p> <p>2310 North First Street, Suite 200</p> <p>San Jose, CA 95131-1011</p>		<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</p>			
		<p>AUTHORIZED REPRESENTATIVE</p>			

ATTACHMENT 7 – INSURANCE CERTIFICATION

Unless specifically excluded, the following endorsements are issued to, and form a part of, the policy number(s) shown below, and are effective on the date indicated at 12:01a.m. Standard Time as stated in the policy.

a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to the County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insured. Such insurance shall also apply to any municipality in which the Work occurs and they shall be named on the policy as additional insured (if applicable).

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

e. X C & U (Explosion, Collapse and Underground) Endorsement:

Insurance afforded by this policy provides X, C and U Hazards coverage.

ATTACHMENT 7 – INSURANCE CERTIFICATION

Insured _____ of Endorsement _____

Insuring _____ Policy

Company _____ Number _____

Insuring _____ Policy

Company _____ Number _____

Signature _____ of _____ Authorized
Representative: _____ Date: _____

Send completed certificate to the Clerk of the Board of Supervisors, 10th Floor, East Wing of the County Government Center, 70 West Hedding Street, San Jose, CA 95110.

END OF DOCUMENT 00622

ATTACHMENT 8 – AGREEMENT BETWEEN THE PARTIES

**AGREEMENT BETWEEN
THE COUNTY OF SANTA CLARA
AND**

**FOR INSTALLATION OF TELEPHONE EQUIPMENT AT VALLEY
SPECIALTY CENTER, VALLEY HEALTH CENTER SUNNYVALE AND
VALLEY HEALTH CENTER GILROY**

THIS IS AN AGREEMENT by and between the County of Santa Clara, a Political subdivision of the State of California, dba Santa Clara Valley Health and Hospital System, (“County”), A California corporation, (“Contractor”) to provide and install NEC Telephone Equipment at Santa Clara Valley Health & Hospital System (“SCVHHS”) (hereinafter Agreement”)

Shall be effective

RECITALS

Whereas the County of Santa Clara owns and operates SCVHHS, a 24 hour healthcare facility providing high quality, cost effective patient care to all persons in the County.

Whereas, SCVHHS has an NEC Telephone Network system, at various locations, which provides an integral communication system for use by patients and healthcare facility staff.

Whereas, SCVHHS is committed to provide timely and competent services and support to ensure continued operation of the NEC Telephone Network system in a safe, secure and healthful environment.

Whereas, Contractor is an authorized direct sales agent and distributor for NEC PBX equipment experienced with maintenance, service and installation of hardware and software of the NEC Telephone Network system at SCVHHS.

NOW, THEREFORE, the Parties agree as follows:

1. NATURE OF SERVICES

- 1.1. The Santa Clara Valley Health & Hospital System is requesting bids from NEC recognized authorized resellers to:
- 1.2. Provide, deliver, program, install and warranty one (1) new NEC SV8500 Voice over Internet Protocol (VOIP) Telephone System with 200 terminals and all associated peripheral equipment and integrate this system within the existing IP telephony infrastructure and to the existing Agency voicemail system (Octel 350). The equipment will be installed at 143 North Main Street, Milpitas, California

ATTACHMENT 8 – AGREEMENT BETWEEN THE PARTIES

- 1.2.1. Provide, deliver, reconfigure, program, install, upgrade and warranty and replace the existing NEC 2400 ICS system with a new NEC Voice over Internet Protocol (VOIP) SV8500 and all associated peripheral equipment and integrate this system within the existing IP telephony infrastructure and to the existing Agency voicemail system (Octel 350). To be install at the Valley Health Center – East Valley, 1993 McKee, San Jose, CA
- 1.2.2. As part of this bid, resellers shall propose pricing for related services and warranty. Installation services may be completed by the contractor; however all warranty work shall be performed directly by NEC or an NEC certified contractor. Bids from non-NEC recognized authorized resellers or for hardware and related services and warranty other than specified herein will not be considered.

2. RESPONSIBILITIES AND DUTIES OF COUNTY

- A. ***The County shall coordinate the delivery of contracted services provided to***
Telecom Services at SCVHHS by Contractor under this Agreement.
- B. SCVHHS' Telecom Services Manager or his/her designee (“Manager”), shall direct, prioritize, coordinate, oversee and approve the work performed under this Agreement.

3. RESPONSIBILITIES AND QUALIFICATIONS OF THE CONTRACTOR

Contractor shall:

- A. Comply with all applicable local, county, state, and federal orders, ordinances, laws, rules and regulations of duly constituted authorities having jurisdiction over the work performed under this Agreement.
- B. Be an authorized direct sales agent or authorized distributor of the NEC PBX equipment located at SCVHHS.

4. COMPENSATION

- A. Contractor shall provide the County with an itemized invoice for the services provided under this Agreement
- B. Contractor shall be paid as follows:

ATTACHMENT 8 – AGREEMENT BETWEEN THE PARTIES

1. County shall pay Contractor the amount of all undisputed charges that appear on the Contractors invoice.
2. In the event the Agreement is terminated prior to expiration, County shall be liable to Contractor for undisputed invoices.

4. TERM OF AGREEMENT:

Upon satisfactory completion of installation of above identified equipment

5. TERMINATION OF AGREEMENT:

A. Without Cause

The County may terminate the Agreement at any time for the convenience of the County by giving thirty (30) days written notice specifying date of termination.

In the event of termination, all finished or unfinished documents, data studies, maps, photographs, reports and other materials (collectively referred to as materials) prepared by the Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, Contractor shall be paid for services performed to the date of termination.

B. With Cause

Without limiting the generality of the foregoing, this Agreement is subject to termination upon the occurrence of any of the following events, each of which constitutes a default, breach or cause under this Agreement.

1. The County fails to pay Contractor for undisputed invoices and fails to Cure such default within (60) days of written notice has been given to the County by Contractor.
2. Either party fails to keep, observe or perform any duty, obligation, or responsibility, under this Agreement.
3. Either party is determined to be bankrupt, provided that the notice of termination must be given by the non-defaulting party no later that thirty (30) days after the date of bankruptcy. For the purpose of this Section, bankruptcy shall mean the filing of voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar reasonable occurrence indicating an eminent inability to perform substantially all of the party's duties under this Agreement.
4. Either party may terminate the Agreement if either party receives notice of any Action, and the parties, acting in good faith, are unable to make the amendments necessary to comply with the Action, or the parties determine in good faith that the compliance with the Action is impossible or infeasible. For purposes of this Section, Action Shall mean: legislation regulation, rule or procedure, passed, adopted or implemented by any federal,

ATTACHMENT 8 – AGREEMENT BETWEEN THE PARTIES

state, or local government, or legislative body, or any private agency, or any notice of a decision finding or action by any governmental or private agency, court or other third party, which, in the opinion of the counsel to Contractor, if or when implemented, would (a) revoke or jeopardize the status of any health facility license granted to Contractor or County (b) revoke or jeopardize the federal, state, or local tax-exempt status of the Contractor or County, or (c) subject Contractor or County, or any of their respective employees or agents, to civil or criminal prosecution on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement.

7. CONFIDENTIALITY

Contractor shall not use or disclose confidential information, including patient information or County information, to any person or entity without prior written consent of County except as required to perform its obligations under this Agreement. Contractor shall insure that Contractor, its officers, agents and employees abide by the terms of the Confidentiality of Patient and Employee Information form which is attached hereto as Exhibit E and incorporated herein by reference.

8. INDEMNITY AND INSURANCE

Contractor shall indemnify County Without limiting Contractor's indemnification of the County, Contractor shall provide and maintain at its own expense, during the term of this Agreement the insurance coverage's.

9. INDEPENDENT CONTRACTOR

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of County. Nothing herein shall be considered as creating a partnership, joint venture, or employer-employee relationship between County and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the County, nor shall any such person be entitled to any benefits available or granted to employees of the County. Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of

ATTACHMENT 8 – AGREEMENT BETWEEN THE PARTIES

the other party or to use the name of the other party in any publication or advertisement except with the express written consent of the other party or as explicitly provided herein.

10. RULES AND REGULATIONS

Contractor shall ensure that anyone performing services under this Agreement shall comply with all rules and regulations of SCVHHS and the County, including all policies adopted by SCVHHS to protect the health and welfare of its patient: and current federal, state, local and private regulatory licensing requirements.

11. NONDISCRIMINATION

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; American with Disabilities Act of 1990; the Rehabilitation Act of 1973 (sections 503 and 504); California Labor Code (sections 1101 and 1102). Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under the contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability. Physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

12. COMPLIANCE WITH CONTRACTING PRINCIPLES

ATTACHMENT 8 – AGREEMENT BETWEEN THE PARTIES

This contract is a Type II service contract to the Resolution of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following during the terms of this contract:

- a. Contractor shall comply with all applicable federal, state, and local rules regulations and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer or longer if otherwise required under other provisions of this contract.
- c. To enable County to determine compliance with the requirements of the resolution and this contract, Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.
- d. Contractor shall provide to the County Department/Agency responsible for monitoring the contract, within fifteen (15) days of receipt of Contractor, with copies of any and all financial audits completed during the term of the contract. For purposes of this section, “financial audit” includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, or performance of program audits.
- e. Contractor shall use County funds paid under this contract to County services and shall not use County funds for general employer cost that do not support or otherwise directly relate to the scope of the contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.
- f. Contractor shall promptly advise County Department/Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of Federal, State, or Local rules, regulations or laws and or (2) the issuance of citations, court findings or administrative finds or administrative findings for violations of applicable federal, state, or local rules, regulations, or laws.
- g. As required under the Resolution and the County’s implementing procedures, Contractor provided to County as a part of the selection process certain information pertaining to the provision of services under the contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor’s employees, length of service, staff turnover and training, complaints (if any) regarding legal violation, and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information s provided was complete and accurate.

ATTACHMENT 8 – AGREEMENT BETWEEN THE PARTIES

The failure of the Contractor to comply with this Section or any portion thereof, and/or the breach of the Contractor's warranty thereunder, may be considered a material breach of this contract and may at the option of the County, constitute grounds for the termination and/or non renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the County's intended action.

13. USE AND NAMES AND LOGOS

Neither party shall be permitted to use the other's name, logo or corporate identity for any purpose without the prior written consent of the party whose name, logo, or corporate identity is to be used.

14. ACCESS TO BOOKS AND RECORDS

If, and to the extent that, section 1861 (v)(1)(1) of the Social Security Act 42 U.S.C. section 1395x(v)(1)(1) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more, over twelve (12) month period with a related organization, Contractor agrees that each such subcontract shall provide for such access to the subcontracts, books, documents and records of the subcontractor. This Agreement may be terminated by either party for cause upon written notice, provided that the defaulting party shall have thirty (30) days in which to cure any such default. Without limiting the generality of the foregoing, this Agreement is subject to termination upon occurrence of any of the following events, each of which constitutes a default, breach or cause, under this Agreement.

15. NOTICES

All notices required by this Agreement shall be deemed given when in writing and delivered personally, or five (5) days after deposit in the United States mail, prepaid, return receipt

ATTACHMENT 8 – AGREEMENT BETWEEN THE PARTIES

requested, addressed to the other party at the address or addresses set forth below or on such other address as the party may designate in writing in accordance with this section.

To Contractor:

To County:
Santa Clara valley Health and Hospital system
San Jose, CA 95128

Contact by telephone
or facsimile for non-notice business
Purposes as follows:

May be contacted by telephone or
facsimile for non-notice business purposes
as follows:

Phone
Facsimile

Phone (408) 885-4400
Facsimile (408) 885-4414

16. GOVERNING LAW

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with , the laws of the State of California without giving effect to choice of law rules.

The Parties agree that proper venue for any legal action regarding this Agreement or performance there under, shall be in the federal or state courts within the County of Santa Clara.

17. NON-ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the specific written consent of both parties. This Agreement will inure to the benefit of and be binding upon respective successors and assign, if any, of the parties hereto.

18. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated

19. AMENDMENT

This Agreement may only be amended or modified in writing signed by the parties.

20. ENTIRE AGREEMENT:

ATTACHMENT 8 – AGREEMENT BETWEEN THE PARTIES

This Agreement is the entire Agreement of the parties hereto and any and all other documents, instruments and negotiations preliminary to this Agreement, including any collateral oral agreements, shall be rendered null and void and of no force or effect.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

INTENDING TO BE BOUND HEREBY, the parties authorized representatives hereby execute the Agreement in duplicate originals

Contractor County of Santa Clara, County

Contract Administrator Date

Duane Oberquell Date
Director of Facilities, SCVHHS

Liz Kniss Date
President of the Board of Supervisors

Approved as to form and legality

Deputy County Counsel Date

Maria Marinos Date
Clerk of the Board