

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

Meeting of
August 22, 2006

AGENDA TITLE: Bid Award for "As Needed" Cabling Services – Informational Technologies Department

DEPARTMENT: General Services/IT Department

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: George Sanders/Steven Johnson

DATE: 8/4/2006

PHONE: 5785/5673

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Department of General Services recommends the Board of Supervisors:

1. Make findings that the "As Needed" Cabling Services work must be performed by an independent Contractor in accordance with California Public Contract Code and County Ordinance Section 3.14.040;
2. Award bid for the "As Needed" Cabling Services to the lowest, qualified bidder, Towne Communications Inc. dba Synectic Technologies., in the amount of \$99,000.00;
3. Approve the contract with Towne Communications dba Synectic Technologies, and authorize the General Services Director to sign the Contract subject to County Counsel and Risk Management's approval of the Contract and the Contractor's bonds and insurance; and

CAO RECOMMENDATIONS: *Recommend approval. Laura A. Guel 8/11/06*

Financial impact? ☒ Yes ☐ No

Funding Source: ☒ Gen Fund ☐ Other

BUDGET SUMMARY:

Total Est. Cost \$99,000.00

Funding

Budgeted \$99,000.00

New Funding

Savings*

Other

Total Funding \$99,000.00

Change in Net County Cost

Other:

CAO Office Use Only:

4/5's Vote Required ☐ Yes ☒ No

Change in Policy ☐ Yes ☒ No

New Personnel ☐ Yes ☒ No

CONCURRENCES:

Risk Management

County Counsel

Other

***Explain**

BOARD ACTIONS:

Vote: Unanimous Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 5/04 ISKW001 Agenda

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date:

Attest: Cindy Keck, Board of Supervisors Clerk

By:



The County of El Dorado

Department of General Services

Joanne M. Narloch, Director

George W. Sanders, Deputy Director

Facilities Design & Development Division

Phone (530) 621-5785 Fax (530) 621-1681

August 8, 2006

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Re: Bid Award for "As Needed" Cabling Services – Informational Technologies Department

Dear Board Members:

Recommendation:

The Department of General Services recommends the Board of Supervisors:

1. Make findings that the "As Needed" Cabling Services work must be performed by an independent Contractor in accordance with California Public Contract Code and County Ordinance Section 3.14.040;
2. Award bid for the "As Needed" Cabling Services to the lowest, qualified bidder, Towne Communications Inc. dba Synectic Technologies., in the amount of \$99,000.00;
3. Approve the contract with Towne Communications dba Synectic Technologies, and authorize the General Services Director to sign the Contract subject to County Counsel and Risk Management's approval of the Contract and the Contractor's bonds and insurance; and

Reason for Recommendation:

On July 7, 2006, invitations to Bid were advertised through the local building exchanges and direct mailings and were due no later than 3:00 p.m., on Thursday, July 20, 2006. Due to the fact that the contract will be awarded in the amount of \$99,000 and not to the lowest bidder, a bid evaluation calculator was incorporated into the bid documents to determine the most qualified bidder. Based on the bid evaluation calculator, the lowest responsive and qualified bidder would be awarded the contract in the amount of \$99,000.00. The bid evaluation calculator is described below:

1,000 Hours X Standard Station Wire Installation Rate at Monday thru Friday, 8am-5pm
+ 100 Hours X Standard Station Wire Installation Rate at Saturday/Evening
+ \$30,000 X % Over Cost Mark-up

Bid Evaluation Score

The Department received three (3) qualified bid responses as follows:

Towne Communication Inc., dba Synectic Technologies	84,200.00
Communication Connections Corp.	85,300.00
Comcept Technologies, Inc.	96,650.00

General Services recommends the Board award the bid to the lowest responsive, responsible & qualified bidder, Towne Communications Inc., dba Synectic Technologies, in the amount of \$99,000.00.

A draft copy of the contract is attached for your review. Final copies of the contract will be submitted for signature upon receipt of bonds and insurance from the Contractor, and upon approval of the documents by County Counsel and Risk Management. The Officer or employee with responsibility for administering this contract is George Sanders, Facilities Manager or successor, General Services Department.

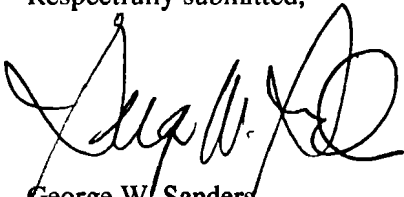
Fiscal Impact:

Information Technologies Department has funding budgeted in FY 2006-07 for these services.

Action to be Taken Following Approval:

1. General Services will route the final contract, bonds, and insurance documents to County Counsel and Risk Management for review and approval;
2. General Services will forward the final contract documents to the Board Clerk for the Board files;
3. Upon receipt of the fully executed contract, General Services will issue a Notice to Proceed to the Contractor.

Respectfully submitted,



George W. Sanders
Deputy Director of General Services


Cc: George Sanders/Steven Johnson, Facilities Design & Development Division
Cami Roberts, Fiscal Administration Manager

Attachments:

1. Bid Result Sheet
2. Sample Agreement (Contract)

COUNTY OF EL DORADO
GENERAL SERVICES DEPARTMENT
INTERDEPARTMENT MEMORANDUM

TO: Joanne M. Narloch, Interim Director – General Services Department
Jacqueline Nilius, Director – Information Technologies Department

FROM: Steven P. Johnson, Architect / Project Manager 
Facilities Design & Development Division - General Services Department

COPY: George W. Sanders, Facilities Manager
Facilities Design & Development Division - General Services Department

DATE: July 21, 2006

SUBJECT: Bid Results & Award Recommendation
Cabling Services on an "As Requested" Basis for Information Technologies
Bid #06-968-143

BID RESULTS: On June 20, 2006 at 3:00pm the bids were publicly opened as advertised. There were three (3) bids presented for consideration. The bids, in the order received, are: Bid 'A': Synectic Technologies; Bid 'B': Communication Connections Corporation; Bid 'C': Comcept Technologies, Inc. I have completed the evaluation of the contents of all the bids and each appears to be complete and qualified to perform the scope of work required by the Information Technologies Department.

The bid award recommendation is based on the result of the bid evaluation calculator shown on Page 4 of the bid proposal. The bid evaluation calculator creates a grand total that then determines the "apparent low bidder" and is as follows:

1,000 hours at Standard Station Wire Installation Rate at Mon.-Fri, 8-5
100 hours at Saturdays/Eves
\$30,000 cost of materials multiplied by the % Over Cost markup

According to the bid evaluation calculator scoring below, the apparent low bidder is: **Synectic Technologies**. Please see the scoring details below:

<u>A: Synectic Technologies</u>	\$45.00 X 1,000 Hrs = 45,000
** (APPARENT LOW BIDDER) **	\$56.00 X 100 Hrs = 5,600
	<u>\$30,000 X 1.12 = 33,600</u>
	**Score = 84,200
 B: Communication Connections Corp.	 \$47.00 X 1,000 Hrs = 47,000
	\$53.00 X 100 Hrs = 5,300
	<u>\$30,000 X 1.10 = 33,000</u>
	Score = 85,300

C: Comcept Technologies, Inc.

$\$51.45 \times 1,000 \text{ Hrs} = 51,450$

$\$77.00 \times 100 \text{ Hrs} = 7,700$

$\$30,000 \times 1.15 = 34,500$

Score = 93,650

BID AWARD RECOMMENDATION: As a result of both the bid evaluations and the scoring information, I am recommending that the General Services Department contract with Synectic Technologies on behalf of the Information Technologies Department for the "as requested" cabling services described in the bid document scope of work. Should you have any questions about this evaluation, the scoring, or the bid results, please feel free to contact me at my extension **621-5673**.

PURCHASING RECEIVED

06 JUL 20 PM 3:00

EL DORADO COUNTY
CABLING SERVICES ON AN "AS REQUESTED" BASIS
FOR INFORMATION TECHNOLOGIES
BID #06-968-143

BID RESULT SHEET

BIDS RECEIVED: THURSDAY, JUNE 20, 2006, AT 3:00 PM

CONTRACTOR	BID CALCULATOR (COMBINED TOTAL) 1. 1,000 HRS @ STANDARD STATION WIRE INSTALLATION RATE AT MON.-FRI, 8-5 2. 100 HRS @ SATURDAYS/EVES 3. \$30,000 X % OVER COST MARK-UP	BID BOND	SUB- LIST	NON- COLL	CONT. LIC	ASBESTOS CONTR. LIC	FILING TIME VERIFIED
A * Apparent Low Bidder <i>Synnetic Technologies</i>	$45.00 \times 1000 \text{ HRS} = 45000$ $56.00 \times 100 \text{ HRS} = 5600$ $\$30,000 \times 12\% \text{ MARK-UP} = 33600$ COMBINED TOTAL = 84200 *	Y	Y	Y	C-7 Y	ASB CERT Y	✓
B <i>Communication Innovations</i>	$47.00 \times 1000 \text{ HRS} = 47000$ $53.00 \times 100 \text{ HRS} = 5300$ $\$30,000 \times 10\% \text{ MARK-UP} = 30000$ COMBINED TOTAL = 85200	Y	Y	Y	C-7 C-10 Y	ASB CERT. Y	✓
C <i>Concept Technologies</i>	$51.45 \times 1000 \text{ HRS} = 51450$ $77.00 \times 100 \text{ HRS} = 7700$ $\$30,000 \times 15\% \text{ MARK-UP} = 34500$ COMBINED TOTAL = 93650	Y	Y	Y	C-7 Y	ASB CERT Y	✓
D	$\text{_____} \times 1000 \text{ HRS} = \text{_____}$ $\text{_____} \times 100 \text{ HRS} = \text{_____}$ $\$30,000 \times \text{_____}\% \text{ MARK-UP} = \text{_____}$ COMBINED TOTAL = _____						
E	$\text{_____} \times 1000 \text{ HRS} = \text{_____}$ $\text{_____} \times 100 \text{ HRS} = \text{_____}$ $\$30,000 \times \text{_____}\% \text{ MARK-UP} = \text{_____}$ COMBINED TOTAL = _____						
F	$\text{_____} \times 1000 \text{ HRS} = \text{_____}$ $\text{_____} \times 100 \text{ HRS} = \text{_____}$ $\$30,000 \times \text{_____}\% \text{ MARK-UP} = \text{_____}$ COMBINED TOTAL = _____						
G	$\text{_____} \times 1000 \text{ HRS} = \text{_____}$ $\text{_____} \times 100 \text{ HRS} = \text{_____}$ $\$30,000 \times \text{_____}\% \text{ MARK-UP} = \text{_____}$ COMBINED TOTAL = _____						

Donna Cordero
PURCHASING AGENT

SIGNATURE HEREUNDER BY THE PURCHASING AGENT OR AUTHORIZED DESIGNEE
SHALL PROVIDE CERTIFICATION THAT THE BIDS LISTED ABOVE WERE RECEIVED
PRIOR TO THE BID OPENING DEADLINE

SAMPLE ONLY
CONTRACT #

This Contract is made and entered into by and between the County of El Dorado, hereinafter referred to as "Owner" or "County", and _____, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is _____, hereinafter referred to as "Contractor".

Article 1: The Work. The Work is generally described as the Cabling Services on an "As Requested" Basis for Information Technologies Department. The Contractor shall complete the Work as specified in the Contract Documents.

Article 2: Contract Documents. The Contract Documents consist of: this Contract; the Notice to Bidders; the completed Bid Proposal as accepted by the Owner, including but not limited to: Major Equipment Items, Bidder's Execution, Subcontractors List, Interested Persons, Non-collusion Affidavit, Bidder Information Sheet, Certification of Bidder for Proposal; Bidder's Bond; Withholding Exemption Certificate 590; Form W-9; Certificate of Insurance; Performance Bond; Payment Bond; the Specifications; the Technical Specifications; the Plans; all addenda thereto and all changes and modifications made pursuant to the Contract Documents subsequent in date hereto; and all obligations of the parties which are set forth and described therein. All of the above named Contract Documents are intended to cooperate and be complementary, and Work required by one and not by others shall be performed as if required by all. In the event of a conflict between the Plans and Specifications, the Plans shall generally prevail; provided, however, any such conflict shall be immediately brought to the notice of the Owner for interpretation and confirmation.

Article 3: Covenants. For and in consideration of the covenants, promises, and agreements as set forth herein, the Contractor promises and agrees with the Owner to do all the Work and to furnish at Contractor's own cost and expense all labor, material and equipment, necessary to complete in a good, workmanlike and substantial manner, in strict accordance with the Contract Documents, the entire Work for the project as indicated in the Bid Documents, and Contract Documents titled: Cabling Services on an "As Requested" Basis for Information Technologies.

Article 4: Contract Price. For the work provided on an "as requested" basis, based upon a unit price, Owner agrees to pay Contractor upon completion of requested work. Payment shall be made within thirty (30) days following receipt and approval of itemized invoice(s). For the purposes hereof, the billing rates shall be in accordance with Exhibit "A", marked "Fee Schedule", incorporated herein and made by reference a part hereof.

Total amount of this Agreement shall not exceed \$99,000.00.

The Contractor agrees and understands that any work performed pursuant to this Contract shall not commence until such time Contractor receives written notification from the Director of Information Technologies, or designee, authorizing Contractor to proceed with Work.

Article 5: Commencement and Completion. The commencement date of the Contract shall be set forth in the Notice to Proceed issued by the Owner and shall expire one (1) year from date thereof.

Article 6: Guarantee. All Work shall have a lifetime warranty from the date of substantial completion as determined by the Owner. The manufacturer shall promptly make all needed repairs arising out of defective materials, workmanship and equipment

Article 7: Indemnity. To the fullest extent allowed by law, the Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Work, Contractor's services, operations, or performance of the Work, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article 8: Insurance. Contractor shall provide proof of policy (ies) of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets all the requirements set forth in Article 8.1 of Specifications.

Article 9: Workers' Compensation Certification. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for the worker's compensation or self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of Work of this Contract.

Signed: _____ Dated: _____

Article 10: Prevailing Wage Certification. By my signature hereunder, as Contractor, I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to all employees where this rate exceeds the Federal wage rate. In accordance with the provisions of that Code, I and any subcontractors involved in the work hereby give the following certification to the Owner concerning prevailing wages and I will forward this certification to the Owner within 10 calendar days after the execution of any Contract or subcontract for the Work of this Contract.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 1720 et seq.

I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to all employees where this rate exceeds the Federal wage rate.

Signed: _____ Dated: _____

Article 11: Notice. Any notice or other correspondence required to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be delivered to it as follows:

Mailed

El Dorado County
General Services Departments
Attn: Joanne M. Narloch, Director
360 Fair Lane
Placerville, Ca 95667

Hand Delivered

El Dorado County
General Services Department
Attn: Joanne M. Narloch, Director
345 Fair Lane
Placerville, CA 95667

Notices and correspondence to Contractor shall be delivered when personally delivered to or if mailed addressed to Contractor at:

Mailed: _____ **Hand Delivered:** _____

Each party may change their address for notices by written notice pursuant to this paragraph.

Article 12: California Residency (Form 590). All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to the execution of an Agreement or the County shall withhold seven (7) percent of each payment made to the Contractor during the term of the Agreement. This requirement applies too any agreement/contract exceeding \$1,500.00.

Article 13: Taxpayer Identification Number (Form W9). All independent Contractors or corporations providing services to the County must file a Department of Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

Article 14: Project Manager. The County' s Project Manager/Administrator for this project is Steve Dunn or successor. All communications relative to the Contract Documents and Plans shall be in writing and directed to:

Mailed: El Dorado County

Information Technologies Department

Attn: Steve Dunn

360 Fair Lane

Placerville, CA 95667

Hand Delivered: El Dorado County

Information Technologies Department

Attn: Steve Dunn

360 Fair Lane

Placerville, CA 95667

Article 15: Cancellation of Contract. The Owner reserves the right to terminate this Contract at any time for any reason by serving written notice to the Contractor as set forth in Article 10 of Specifications.

Article 16: Administrator. The County Officer or employee with responsibility for administering this Contract is the Director of Information Technologies Department, or successor.

Article 17: Authorized Signatures. The parties to this Contract warrant and represent that the undersigned individuals executing this Contract on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

Article 18: Entire Agreement. This document and the documents referred to herein or exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings, and any modifications or amendments must be in writing and executed in accordance with County policy.

COUNTY OF EL DORADO

Dated: _____

By: _____
Joanne M. Narloch
Director of General Services
"County"

Dated: _____

By: _____
Jacqueline Nilius
Director of Informational Technologies

CONTRACTOR

Dated: _____

By _____
Name
Title

Dated: _____

Corporate Secretary

ADDRESS OF SURETY FOR SERVICE OF NOTICE

