

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

170



SUBMITTAL DATE:
June 16, 2011

FROM: Economic Development Agency

SUBJECT: Approval of a Service Agreement with Vector Resources, Inc.

RECOMMENDED MOTION: That the Board of Supervisors:

Approve the service agreement with Vector Resources, Inc. for wireless and Internet cabling upgrades for the County Library System in the amount of \$154,875 without securing competitive bids, in accordance with Ordinance 459.4, and authorize the Chairman of the Board to sign the agreement on behalf of the County.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 154,875	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: County Library Fund (Fund No. 21200)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

- Dep't Recomm.: Consent
- Per Exec. Ofc.: Consent
- Policy
- Policy

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: SAMUEL WONG
 DATE: 6/17/11
 CONCURRENT

Prev. Agn. Ref.: N/A | District: ALL | Agenda Number: **3.41**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND

The County Library System is approved for \$860,977 in E-rate internal connections services for wireless and Internet cabling upgrade services through the Universal Service Administrative Company (USAC). USAC administers the Universal Service Fund providing America's communities with affordable telecommunications services.

Of the \$860,977 award amount, USAC will fund \$706,101. The County's required match is \$154,875, payable from the County Library Fund (21200).

Vector Resources, Inc. is the USAC E-rate approved vendor to provide wireless and Internet cabling upgrades for the County Library System.

The following 19 libraries in the Riverside County Library System will receive wireless and/or Internet cabling upgrades under this agreement:

- | | |
|--------------------------------|----------------------------|
| 1. Anza (Hamilton High School) | 11. Nuview |
| 2. Cathedral City | 12. Palm Desert |
| 3. Coachella | 13. Perris |
| 4. Desert Hot Springs | 14. Romoland |
| 5. Glen Avon | 15. San Jacinto |
| 6. Highgrove | 16. Thousand Palms |
| 7. Idyllwild | 17. Valle Vista |
| 8. Indio | 18. West County Bookmobile |
| 9. La Quinta | 19. Woodcrest |
| 10. Mecca | |

It is recommended that the Board of Supervisors approve the Sole Source Agreement, see Exhibit "A". No other suppliers are able to provide all of the required services.

Attachments:

Exhibit A – Sole Source Agreement
Agreement for Services
USAC Form 486 Notification Letter
Vector Resources, Inc. E-Rate Services Letter

PROFESSIONAL SERVICE AGREEMENT

for

Wireless and Internet Cabling Upgrades

between

COUNTY OF RIVERSIDE

and

VECTOR RESOURCES, LLC.



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This Agreement, made and entered into this ____ day of _____, 2010, by and between VECTOR RESOURCES, LLC. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of seven (7) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) pages.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2012 with the option to renew for two (2) years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$154,875 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas wireless and Internet cabling and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

INVOICE TO ACCOUNTS PAYABLE(s)

Economic Development Agency

3133 Mission Inn Avenue

Riverside, CA 92507

Attn: Accounts Payable

Riverside County Library System

3403 Tenth Street, Suite 500

Riverside, CA 92501

Attn: Accounts Payable

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made.

No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside

County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The

CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY LIBRARY SYSTEM
3403 TENTH STREET, SUITE 500
RIVERSIDE, CA 92501
ATTN: COUNTY LIBRARIAN

CONTRACTOR

VECTOR RESOURCES, LLC.
8647 NINTH STREET
RANCHO CUCAMONGA, CA 91730
ATTN: ACCOUNT EXECUTIVE

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract

has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single

limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

Contract ID # (INSERT CONTRACT ID NUMBER)

COUNTY:

Signature: _____

Print Name: Bob Buster, Chairman

Title: Board of Supervisors

Dated: _____

CONTRACTOR:

Signature: 

Print Name: Robert Messinger

Title: Executive Vice President

Dated: June 13, 2011

FORM APPROVED COUNTY COUNSEL

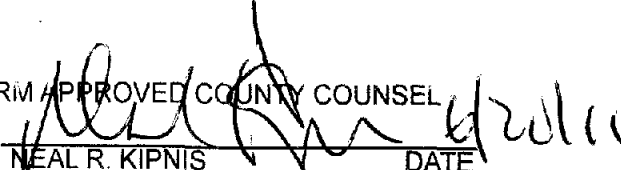
BY: 
NEAL R. KIPNIS DATE

EXHIBIT A SCOPE OF SERVICE

1.0 Vector Resources, Inc.

1.1 General Information

Vector Resources has been in business over 21 years. Our service offerings include VoIP Telephone Solutions, Network/Professional Services, Wireless Solutions, Electrical Services, Back-up Power Solutions/UPS, Infrastructure Services and Physical Security/CCTV Solutions.

Vector Resources will follow California Public Works regulations where required including payment of the prevailing wage.

We are licensed under the State of California (License No. 654046) and affiliated with Contractor's License Bonding Company, Workman's Compensation Insurance Provider, Commercial Liability Insurance Provider and Commercial Vehicle Insurance Provider.

We are certified in all products and materials included in this proposal and possess testing equipment necessary to ensure maximum performance of the installed system(s).

All work specified herein will be done solely by Vector Resources. No subcontractors will be used

2.0 Project Overview

2.1 E-Rate 19 Sites, Structured Cabling

This proposal includes:

- Specifications for the installation of new horizontal cable.
- Specifications for the installation of new backbone cable.
- Specifications for the installation/build-out of Telecommunications Room(s).
- An Extended Product Warranty.

Upon award of this project, Vector Resources will assign a Lead Project Manager / Foreman during the entire project to ensure its completion along the specified timelines. Quality control officials with Vector Resources will visit the project site to insure that the highest quality installation practices are being met at all times. All work performed on this project will be installed in accordance with the current edition of the NEC, the current edition of the NESC, the current edition of the BICSI Telecommunications Distribution Methods manual, the current edition of the BICSI Cabling Installation Manual, and the latest issue of the ANSI/TIA/EIA Standards along with all local codes and ordinances.

In compliance with the RFP Vector Resources provided pricing based on a typical Small, Medium & Large Library site for cabling and wireless needs. Vector will assign a lead project/Engineer to walk each Library site and survey the exact needs as it relates to IDF location, Cable drops, pathway requirements and wireless access point placement. Once this process has been completed Vector will provide a quote based on the actual needs of each

site.

3.0 Cable Infrastructure

3.1 Horizontal

Vector Resources will install approximately (XX) Telecommunications Outlets, equaling (XX) Cat-6 cables for voice and data purposes. See the following information and installation matrix for details:

Quantity Description

(XXX) 1-Cat-6 data cables for Wireless Access Points

(XXX) 3-Cat-6 data cables for voice and data

Total Cables - XX Cat-6 cables (total counts will be determined based on design and engineering site walks that will take place)

Cable Hangers and Supports: Vector Resources shall install cable hangers, J-hooks, or other supporting assemblies in order to properly secure and support all horizontal cables. Within the ceiling space, supports will be installed every 4-5 ft. or as needed.

No cables will be attached to support wire for ceiling tile grid, support assemblies for electrical conduits or the conduits themselves, or support assemblies for the fire protections systems.

Cable - Voice/Data Applications: All horizontal data cables designated for data applications will be Unshielded Twisted Pair (UTP) 4 pair 24 AWG Cat-6 rated.

The jacket of the cable will be blue.

All horizontal data cables shall terminate on modular patch panels in their respective Telecommunications Room.

Telecommunication Outlets: All horizontal cables will be dressed into faceplates installed at the designated work or device area location. All connector assemblies shall snap into the faceplates.

All wall mounted faceplates shall be ivory, single-gang and available in 4-ports.

All faceplates shall have recessed designation windows to facilitate labeling and identification. All faceplates will be labeled with adhesive labels (white background / black lettering) and be given a unique labeling/numbering scheme.

Voice/Data Inserts: All data inserts shall be 8-position modular inserts.

All data inserts shall be Cat-6 rated.

All data inserts shall be blue.

All cables will be terminated with a 568 B-wiring scheme unless otherwise specified.

3.2 Backbone Indoor

This proposal includes the installation of fiber optic backbone cables. See the following for details:

- (X) 6-Strand 50/125 MM Fiber Optic Cable
- (X) 100 pair UTP Cat-3 rated feeder cable

The cables shall be installed separately from the horizontal cables. The cables shall be Non-plenum or Riser rated. The cables shall be installed from the MDF to the IDF located on the same floor. Cable Hangers and Supports:

Vector Resources shall install cable hangers, J-hooks, cable tray (if applicable) or other supporting assemblies in order to properly secure and support all backbone cables. Within the ceiling space, supports will be installed every 4-5 ft. or as needed.

No cables will be attached to support wire for ceiling tile grid, support assemblies for electrical conduits or the conduits themselves, or support assemblies for the fire protections systems. Fiber Optic Termination Hardware: All strands of the fiber optic cable will be terminated with SC style connectors and dressed into rack mounted enclosures. The enclosures will utilize SC coupler panels. A 1" innerduct will be installed to be utilized at the pathway for the fiber optic cable.

3.3 Backbone Outdoor

No outdoor Backbone cabling is included as part of this proposal.

3.4 MDF

Within the MDF, new cable runway and (X) 7' x 19" Open bay relay rack will be used Vector Resources will ensure that all racks are anchored properly, ladder rack and fire rated plywood is installed and all equipment is properly grounded.

Vertical Wire Management Vertical wire managers will be provided on the end of each and in between each rack. The vertical wire managers will be double sided (front and rear) and shall be 7' in height. The vertical wire management will be black in color.

Horizontal Wire Management Horizontal wire managers will be provided above, below and in between each patch panel. The horizontal wire managers will be double sided (front and rear) and shall be 2 RMU in height. The horizontal wire managers include snap-on hinged doors/covers. The horizontal wire management will be black in color.

UTP - Data Patch Panels: All horizontal data cables will be terminated onto rack mounted patch panels. All patch panels will be Cat-6 rated. All patch panels will be available in 48-port high-density configurations with designation label strips. All patch panels will be 2 RMU (Rack Mount Unit) in height.

3.5 IDF

For this project, (1) IDF has been identified. The following applies to the IDF.

This proposal includes the installation of (1) 4' CPI Cube-IT wall mounted cabinet.

Horizontal Wire Management Horizontal wire managers will be provided above, below and in between each patch panel. The horizontal wire managers will be double sided (front and rear) and shall be 2 RMU in height. The horizontal wire managers include snap-on hinged doors/covers. The horizontal wire management will be black in color.

Plywood Backboard Vector Resources shall provide (1) ¾ inch A/C fire-rated plywood backboard. The plywood backboard will be painted with insulating fire-retardant white paint. The plywood backboard shall be mounted vertically, 6 inches above the finished floor and mounted on the wall.

UTP - Data Patch Panels: All horizontal data cables will be terminated onto rack mounted patch panels. All patch panels will be Cat-6 rated. All patch panels will be available in 48-port high-density configurations with designation label strips. All patch panels will be 2 RMU (Rack Mount Unit) in height.

3.6 Testing and Labeling

Copper Testing:

All cables and termination hardware shall be tested.

All cables shall be tested in accordance with ANSI/TIA/EIA standards, manufacturer specifications and best industry practice.

All twisted pair copper cables links shall be tested for continuity, pair reversals, shorts, opens and performance as indicated for the type of cable installed. This project includes the testing for Cat-6 cables.

All cables tested for data and voice applications will be recorded and submitted as part of a final documentation package.

Fiber Optic Testing:

All strands will be tested one way with Power Meter. All test results shall be documented and submitted with the final documentation package.

3.7 Documentation Package Includes:

This project includes the delivery and submittal of:

1. Test results for all copper data cable(s)
 - a. Summary
 - b. Detail
2. Test results for all copper voice cable(s)
 - a. Summary
 - b. Detail
3. Test results for all fiber optic cables/strands
 - a. Power-Meter
4. CAD drawing(s) – AutoCAD drawings depicting all work performed.
 - a. Plan View
 - i. Space layout with identification labels for all NEW work.
 - b. Backbone Diagram (TR to TR, Riser, Campus)
 - i. Copper
 - ii. Fiber
5. Warranty Information
 - a. Vector Resources 1-year warranty
 - b. Manufacturer warranty - 25 year

Upon completion, one (1) hard copy set shall be delivered to the primary contact within 1-week of completing the project. Soft-copy drawings are available upon request.

Customer Responsibilities If applicable/available, preliminary soft-copy drawings must be provided by the customer in an AutoCAD format. Drawings must be provided 3-days after approving the contract proposal/quote. Drawings must contain a core, a shell and space layout of the most recent configuration.

4.0 Wireless

4.1 Survey

Access Point placement will be determined based on Project CAD Drawings and the Aruba controllers come with the ability to provide accurate heat maps during deployment depicting actual coverage areas. Vector Resources will use the heat maps to determine any required Access Point location adjustments or additions.

4.2 Purpose of WAP System

The intent of the Aruba wireless design is to provide staff and patrons of a Typical Large Library with wireless access to the LAN and Internet connections as well as provide for a centrally managed wireless design for all libraries supported by LSSI personnel.

4.3 Hardware Details

This section describes hardware included in the design of the Aruba Infrastructure:

Aruba 620 Branch Office Controller

The Aruba 620 Branch Office Controller is designed for applications in which a compact, cost-effective “all-in-one” networking solution is required. The 620 includes a firewall, wireless LAN controller, 9-port Ethernet switch with PoE+, IP router, site-to-site VPN edge device, file server, and print server in an attractive desktop-mount enclosure. Aruba’s centralized configuration and management model enables the 620 to be deployed, monitored, and controlled without any local IT staff. Deployment options include zero-touch remote management or local configuration via a Web interface. The 620 is an integral component of Aruba’s “virtual enterprise network” architecture, which uses central controllers in the data center to manage complex and processing-intensive management and security functions. Edge services are virtualized and can be implemented in cost-effective edge devices like the 620, which move user traffic to the data center controllers using secure IP tunnels operating over any available public or private transport network. The 620 can provide local wireless services when used in conjunction with any Aruba wireless access point, or it can operate as a wired-only device. The 620 also includes print server and network-attached storage capabilities to enable local network printing and mass storage. Running the ArubaOS operating system, the Aruba 620 comes standard with advanced authentication, encryption, wireless radio management, and L2/L3 networking features. Optional ArubaOS software modules unlock additional functionality including policy enforcement firewall, VPN server, remote access gateway, and wireless intrusion prevention.

Aruba Mobility Controller Network Services:

DNS, RADIUS LDAP, IDP, Anti-Virus, NAC IP PBX AirWave Management Platform 65
DATA CENTER BACKUP DATA CENTER WIRELESS BRANCH OFFICE

Aruba Controller Network Services:

DNS, RADIUS LDAP, IDP, Anti-Virus, NAC AirWave IP PBX Management Platform Aruba
620 65 WIRED BRANCH OFFICE

Aruba AP-105 Access Point:

The AP-105 is a high-speed, affordable, and reliable 802.11n access point for indoor environments. Designed for both ceiling and wall mounting, the compact AP-105 delivers wire-like performance at data rates up to 300Mbps per radio. The AP-105 is built to deliver years of trouble-free operation and is backed by Aruba's limited lifetime warranty program.

Working in conjunction with the Aruba 600, 3000, and 6000 series of centralized controllers, the AP-105 delivers high-speed, secure network services that let users finally move to a "wireless where possible, wired where necessary" network access model. The network can then be right sized, with unnecessary ports eliminated to lower operating costs. The key to right sizing is Aruba's unique Adaptive Radio Management technology, which manages channel, power, and wireless client behavior to deliver wire-like performance and reliability. By right sizing network infrastructure, organizations significantly enhance user mobility and efficiency while lowering total cost of ownership.

The multifunction AP-105 can be configured through the controller to provide wireless LAN access, air monitoring, remote networking, secure enterprise mesh, and wireless intrusion detection and prevention over the 2.4GHz and 5GHz RF spectrum. The AP-105 features a 100/1000Base-T Ethernet interface and operates from either standard 802.3af Power over Ethernet (PoE) sources or a 12VDC power supply.

4.4 Warranty

Aruba 1 year support Services have been included as part of this proposal.

**EXHIBIT B
PAYMENT PROVISIONS**

Wireless and Internet Cabling Upgrades at 19 County Library Locations **\$154,975.83**

Wireless and Internet Cabling Upgrades Includes:

- Detailed survey at each library location to develop design for structured cabling and wireless Internet
- A separate work proposal for each library location
- Design and engineering services for each library location
- Weekly status meetings between CONTRACTOR, COUNTY, AND LSSI
- Specifications for and the installation of new horizontal cable
- Specifications for and the installation of new backbone cable
- Specifications for and the installation/build-out of telecommunications room(s)
- 1 year Contractor product warranty
- 5 year Manufacturer product warranty
- All materials, labor, transportation, tools, permits, fees, utilities and incidentals necessary for the complete installation of all work specified within this proposal

**EXHIBIT C
SITES**

Building Name	Address
Anza Library	57430 Mitchell Road, Hemet, CA 92539
Cathedral City Library	33520 Date Palm Drive, Cathedral City, CA 92234
Desert Hot Springs Library	11691 West Drive, Desert Hot Springs, CA 92240
Glen Avon Library	9244 Galena Street, Riverside, CA 92509
Highgrove Library	530 W Center Street, Riverside, CA 92507
*Idyllwild Library	54185 Pinecrest, Idyllwild, CA 92549
Indio Library	200 Civic Center Mall, Indio, CA 92201
La Quinta Library	78-275 Calle Tampico, La Quinta, CA 92253
Mecca Library	91260 Avenue 66, Mecca, 92254
Nuview Library	29990 Lakeview Avenue, Nuevo, CA 92567
Palm Desert Library	73-300 Fred Waring Drive, Palm Desert, CA 92260
Perris Library	163 E. San Jacinto Avenue, Perris, CA 92570
Romoland Library	26000 Briggs Road, Romoland, CA 92585
San Jacinto Library	500 Idyllwild Drive, San Jacinto, CA 92583
Thousand Palms Library	31-189 Robert Road, Thousand Palms, CA, 92276
Valle Vista Library	25757 Fairview Avenue, Hemet, CA, 92544
Woodcrest Library	16625 S. Krameria Avenue, Riverside, CA 92504

***Work to be performed at the new Idyllwild library upon completion of the new building remodel.**

Exhibit A

Date: June 2, 2011

From: Robert Field, Assistant County Executive Officer, EDA

Agency: Economic Development Agency – County Library

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Agreement for Wireless and Internet Cabling Upgrades for the County Library System.

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested:

Purchase of wireless and Internet cabling upgrades services.

Supplier being requested:

Vector Resources, Inc.

Alternative suppliers that can or might be able to provide supply/service:

The County Library System is approved for \$860,976.87 in E-rate internal connections services. Of this amount, the Universal Service Administrative Company (USAC) will fund \$706,101.49. The County Library Fund will fund the remaining \$154,875.38. Vector Resources, Inc. is the USAC E-rate approved vendor for the County Library System. No other supplier may provide this service.

Extent of market search conducted:

Vector Resources, Inc. is the only service provider approved by the Universal Service Administrative Company to provide this service to the Riverside County Library System. Receiving this service from Vector Resources, Inc. also assists in maintaining County Library standards.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Vector Resources, Inc. is the only service provider approved by the Universal Service Administrative Company to provide this service to the County Library System. Receiving this service from Vector Resources, Inc. also assists in maintaining County Library standards.

Reasons why my department requires these unique features and what benefit will accrue to the county:

Vector Resources, Inc. is the only E-rate approved vendor for the County Library System and therefore the only vendor able to provide these services if the County Library System is to take advantage of substantially reduced costs. Benefits to the County include \$706,101.49 in funding for wireless and Internet cabling upgrades for the County Library System and the ability to maintain current internal connections standards.

Price Reasonableness:

Pricing complies with E-rate standards provided by the Universal Service Administrative Company's (USAC) Schools and Libraries Division. USAC's Schools and Libraries Program exists to ensure schools and libraries have access to affordable telecommunications and information services. USAC works in conjunction with approved service providers to ensure discounts are passed on to program participants such as the County Library System.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No. The County would not be obligated to additional contractual or service arrangements.

Period of Performance:

Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.

The County Library will require these services June 8, 2011 through September 30, 2011.



Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Purchasing Agent

Date



Universal Service Administrative Company

Schools and Libraries Division

FORM 486 NOTIFICATION LETTER
(Funding Year 2010: 07/01/2010 - 06/30/2011)

March 2, 2011

Robert Messinger
Vector Resources, Inc.
3530 Voyager Street
Torrance, CA 90503

Re: Service Provider Name: Vector Resources, Inc.
Service Provider Identification Number: 143020726

This letter is to notify you that the Universal Service Administrative Company (USAC) has received and accepted FCC Form(s) 486, Receipt of Service Confirmation Form, from Billed Entities who listed your company's Service Provider Identification Number (SPIN). You may begin to submit invoices to the USAC for the services covered by the Form(s) 486. You may submit invoices only after you have provided the service during the Funding Year and billed your customer. Note that for FCC Form 472 (BEAR Forms) you must have been paid by your customer.

You may be receiving this letter to revise or correct a previous Form 486 Notification Letter. The information contained in this letter supersedes any previous notification you may have received, including, but not limited to, a previously adjusted Service Start Date or previously reduced funding commitment.

NEXT STEPS

We recommend that you discuss your customer's preference with them whether they would like discounts on their bills or to pay their bills in full and be reimbursed for discounts prior to invoicing USAC. Invoice USAC before the invoice deadline using the applicant invoice (BEAR - FCC Form 472) for reimbursements or the service provider invoice (SPI - FCC Form 474) for discounts. Bill your customer their non-discount portion, as stated in program rules. Program rules also require participants to maintain documentation for at least five years of delivery of discount service.

TO APPEAL THE SERVICE START DATE/FUNDING COMMITMENT CHANGE DECISION

If you wish to appeal the Service Start Date change(s) and/or funding commitment adjustment(s) indicated in this letter, your appeal must be received by USAC or postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal.
In your letter of appeal:

Schools and Libraries Division - Correspondence Unit
30 Landex Plaza West, PO Box 685, Parsippany, NJ 07054-0685
Visit us online at: www.usac.org/sl

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - appellant name,
 - applicant or service provider name, if different than appellant,
 - applicant BEN and service provider SPIN,
 - provide the or Form 486 number and ERN(s) as assigned by USAC,
 - "Form 486 Notification Letter for Funding Year 2010" AND
 - the exact text or the decision that you are appealing.
3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by the USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by the USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
100 South Jefferson Road
P.O. Box 902
Whippany, NJ 07981

You have the option of filing an appeal with USAC or with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted on our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

A guide to the data reported in our letter reports is posted in the Reference Area of our website. Complete Program information, including invoice deadlines is also posted on our website. You may also contact our Client Service Bureau by email using the "Submit a Question" link on our website, toll-free by fax at 1-888-276-8736, or toll-free by phone at 1-888-203-8100.

Schools and Libraries Division
Universal Service Administrative Company

FORM 486 NOTIFICATION LETTER
FUNDING COMMITMENT REPORT
(Funding Year 2010)

Service Provider Name: Vector Resources, Inc.
Service Provider Identification Number: 143020726

Funding Request Number: 2079196
Form 471 Application Number: 768356
Form 470 Application Number: 510180000810520
Name of 471 Applicant: Riverside County Library System Automation Center
Address of 471 Applicant: 3392A DURAHART ST. 3021 FRANKLIN AV
Applicant City: RIVERSIDE
Applicant State: CA
Applicant Zip: 92507
Entity Number:
Name of Form 471 Contact Person: Brenna Terrones
Form 471 Preferred Mode of Contact: E-MAIL
Form 471 Contact Information: btterrones@techedservices.com
Name of Form 486 Contact Person: Brenna Terrones
Address of Form 486 Contact: One World Trade Center
City of Form 486 Contact: Long Beach
State of Form 486 Contact: CA
Zip Code of Form 486 Contact: 90831
Fax of Form 486 Contact: 562-869-5673
Telephone of Form 486 Contact: 310-625-0453
E-mail Address of Form 486 Contact: btterrones@techedservices.com
Funding Year: 07/01/2010 - 06/30/2011
Contract Number: C
Services Ordered: Internal Connections
Billing Account Number:
Service Start Date: 07/01/2010
Contract Expiration Date: 09/30/2011
Total Program Year Pre-discount Amount: \$139,286.20
Applicant's Approved Discount Percentage: 82%
Funding Commitment Decision: \$114,214.68

FORM 486 NOTIFICATION LETTER
FUNDING COMMITMENT REPORT
(Funding Year 2010)

Service Provider Name: Vector Resources, Inc.
Service Provider Identification Number: 143020726

Funding Request Number: 2079205
Form 471 Application Number: 768356
Form 470 Application Number: 310180000610520
Name of 471 Applicant: Riverside County Library System Automation Center
Address of 471 Applicant: 3392A DURAHART ST. 3021 FRANKLIN AV
Applicant City: RIVERSIDE
Applicant State: CA
Applicant Zip: 92507
Entity Number:
Name of Form 471 Contact Person: Brenna Terrones
Form 471 Preferred Mode of Contact: E-MAIL
Form 471 Contact Information: bterrones@techedservices.com
Name of Form 486 Contact Person: Brenna Terrones
Address of Form 486 Contact: One World Trade Center
City of Form 486 Contact: Long Beach
State of Form 486 Contact: CA
Zip Code of Form 486 Contact: 90831
Fax of Form 486 Contact: 562-869-5672
Telephone of Form 486 Contact: 310-625-0453
E-mail Address of Form 486 Contact: bterrones@techedservices.com
Funding Year: 07/01/2010 - 06/30/2011
Contract Number: C
Services Ordered: Internal Connections
Billing Account Number:
Service Start Date: 07/01/2010
Contract Expiration Date: 09/30/2011
Total Program Year Pre-discount Amount: \$721,690.61
Applicant's Approved Discount Percentage: 82%
Funding Commitment Decision: \$591,786.30



VECTOR RESOURCES, INC.

Enterprise Network Solutions

Tonya Kennon
County Librarian
Riverside County Library System
3499 Tenth Street, Suite 200, Riverside, CA 92501

Re: E-Rate Year 13 Internal Connections for RCLS

Dear Ms. Kennon,

Vector Resources has drafted this letter to provide an overview of the process and steps for Riverside County Library Systems upcoming E-Rate Project. This project will provide new Structured Cabling and Wireless Network for the below 19 sites. Vector Resources acknowledged receipt of purchase order # "1249 to County" in the amount of \$ 1,534,488.94 for Wireless access points and structured cabling services at 18 small library suites 9 medium library sites and 7 large library sites on February 19th 2010. The total funded amount that was approved was \$860,976.81 the dollar amount of the match that the Riverside County Library System will be responsible for is \$ 154,975.83.

1. Anza Public Library
2. Cathedral City Branch Library
3. Coachella Branch Library
4. Desert Hot Springs Branch Library
5. Glen Avon Branch Library
6. Highgrove Branch Library
7. Idyllwild Branch Library
8. Indio Branch Library
9. La Quinta Branch Library
10. Mecca Branch Library
11. Nuvview Branch Library
12. Palm Desert Branch Library
13. Perris Branch Library
14. Romoland Branch Library
15. San Jacinto Branch Library
16. Thousand Palms Library
17. Valle Vista Branch Library
18. West County Bookmobile
19. Woodcrest Branch Library.

Vector Resources was awarded this work through the bid process that took place in January 2010. The RFP stated we need to supply pricing for a typical small, medium & large library for Structured Cabling and Wireless Network.

Once the payment of the match dollars are approved by Riverside County Library System Vector Resources process will start as follows.

Each site will be surveyed to develop a detailed design for both Structured Cabling and Wireless. With completion of the survey Vector will issue an invoice for the design and engineering services. From the site survey Vector will develop an actual proposal for structured cabling and wireless specific to the survey

8647 NINTH STREET

RANCHO CUCAMONGA, CA 91730

PH: 909-931-1022

FAX: 909-931-1633

WWW. VECTORUSA.COM



VECTOR RESOURCES, INC.

Enterprise Network Solutions

site. Riverside County Library Systems then approves the aforementioned proposal Vector Resources will start work on that specific site. The overall project implementation will allow Vector to run multiple sites at the same time.

Vector Resources will also hold weekly status meetings with LSSI and RCLS personnel to discuss any construction issues, Schedules and Billing.

All invoices for this project will be generated based on completed progress work every 30 days. In addition Vector Resources will bill actual dollars utilizing the \$860,976.81 as a not to exceed number.

If you require any additional information or have questions please let me know.

Respectfully,

Skyler Peterson
Account Executive

8647 NINTH STREET
RANCHO CUCAMONGA, CA 91730
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FAX: 909-931-1633
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