

COUNTY OF FRESNO
REQUEST FOR QUOTATION
NUMBER: 150-5199

REPLACEMENT GLASS, INSTALLATION AND REPAIR

September 9, 2013

ORG/Requisition: 8935/ 1321401218

PURCHASING USE
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G:\PUBLIC\RFQ\150-5199 REPLACEMENT GLASS, INSTALLATION
AND REPAIR.DOC

IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON SEPTEMBER 26, 2013.

QUOTATIONS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

Quotations will be opened and publicly read at that time. All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: Shannon W. Kirby, e-mail CountyPurchasing@co.fresno.ca.us, phone (559) 600-7116.

GENERAL CONDITIONS: See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check County of Fresno Purchasing's Open Solicitations website at <http://www2.co.fresno.ca.us/0440/Bidshome2.asp> for RFQ/RFP documents and changes.

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED QUOTATION SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR QUOTATIONS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

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

1. Complete delivery will be made within _____ calendar days after receipt of Order.
2. A cash discount _____ % _____ days will apply.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

()

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

COUNTY OF FRESNO PURCHASING

STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary

point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

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

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

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

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, 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. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, 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 uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

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

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the

vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

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

14. RECYCLED PRODUCTS/MATERIALS:

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

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

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16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

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

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) business days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all

subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

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

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - o fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - o violation of a federal or state antitrust statute;
 - o embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - o false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

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

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

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless

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encrypted according to advance encryption standards (AES of 128 bit or higher).

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

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

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

| | |
|-------------------------------|------------------------------------|
| January 1* | New Year's Day |
| Third Monday in January | Martin Luther King, Jr.'s Birthday |
| Third Monday in February | Washington - Lincoln Day |
| March 31* | Cesar Chavez' Birthday |
| Last Monday in May | Memorial Day |
| July 4* | Independence Day |
| First Monday in September | Labor Day |
| November 11* | Veteran's Day |
| Fourth Thursday in November | Thanksgiving Day |
| Friday following Thanksgiving | |
| December 25* | Christmas |

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

BIDDING INSTRUCTIONS

CONTRACT SERVICE AND SUPPLY

The County of Fresno is soliciting bids to provide all labor, materials, equipment, etc., to repair and/or replace broken and damaged glass in County of Fresno facilities.

The County purchases a wide variety of glass products, installation and repair services per year. The County's projected annual expenditure is fifty thousand dollars (\$50,000.00) for items and services within this RFQ.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Quotation.

AWARD: Award will be made to the vendor(s) offering the equipment and system deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

COPIES: Submit **one (1) original and three (3) copies** of your quotation no later than the RFQ closing date and time as stated on the front of this document, to County of Fresno Purchasing.

ISSUING AGENT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

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

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

PAYMENT: County will make partial payments for all purchases made under this contract/purchase order and accumulated during the month.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of equipment and services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing, a minimum of ten (10) days County business days prior to the bid closing date.

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, CA 93702, or e-mailed to CountyPurchasing@co.fresno.ca.us.

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

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

TERM: The initial contract period shall be three (3) years.

RENEWAL: Agreement may be renewed for two (2) additional one (1) year periods by the mutual written consent of all parties.

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

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

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

LITERATURE: Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

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

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

ORDERING: Orders will be placed as required by the various County Departments.

INVOICING: All invoices are to be delivered in duplicate to Mike Bartosch, Facility Manager, 4590 E. Kings Canyon Road, Fresno, CA 93702. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

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

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

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

TERMINATION: This agreement may be terminated by the County at any time upon written notice.

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

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

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

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

law and the rules and regulations, if any, of Governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Bidder waives any and all employment rights and benefits available to County employees. Bidder shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Bidder shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this agreement, Bidder may be providing services to others unrelated to the County or to this agreement.

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

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

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

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

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

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

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

SAFEGUARDS: The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

INSURANCE:

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

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

Within thirty (30) days from the date contractor executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Mike Bartosch, Facility Manager, 4590 E. Kings Canyon Road, Fresno, CA 93702, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

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

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

Name of Insurance Carrier: _____

Public Liability: _____ Expires: _____

Worker's Compensation: _____ Expires: _____

Proof of maintenance of adequate insurance will be required before award is made to vendor.

GUARANTEE: The bidder shall state his written guarantee here:

BIDDER TO COMPLETE THE FOLLOWING:**PARTICIPATION**

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

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

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

☐

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

☐

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

(Authorized Signature)

Title

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

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

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

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

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

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

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

NO HOSTAGE POLICY JAIL AND JUVENILE HALL FACILITIES

The successful bidder may be required to perform work at County's Jail and Juvenile Hall facilities. The following conditions and requirements shall apply.

The County of Fresno Juvenile Institution and County of Fresno Jail are no hostage facilities.

The security of these detention facilities is paramount and takes precedence over all construction processes. Before the start of any work, the Contractor and any subcontractors shall review with a representative of the detention facility and County Coordinator, the proposed construction process and how his work will interface with the detention facility operations. The detention facility operations shall take precedence. Contractor shall perform his work in accordance with the procedures established by the detention facility representative and County Coordinator. Should any revisions to any procedures become necessary, such revisions shall be reviewed and approved by the detention facility representative and the County Coordinator before execution of such revisions. Exit facilities, distress warning devices and similar devices and equipment shall remain operable at all times in accordance with regulations of the State Fire Marshall.

The Contractor shall plan and execute his work in such a manner so as to prevent a breach of the detention facility security or allowing an inmate to escape. This maintenance of security shall remain in effect for the duration of the project.

The Contractor shall be responsible for preventing the introduction of any material or equipment into the facility that could be deemed contraband. Such contraband shall include, but not be limited to, tools, equipment, supplies, construction waste, and construction materials.

Only tools, supplies and equipment necessary to complete a given task shall be taken into an inmate occupied space. Such tools, supplies and materials shall be inventoried in and out of the secured area by the Contractor. Any discrepancy shall be called to the attention of the detention facility representative immediately.

The detention facility representative may want to limit the number of workmen in any one area at one time. Only workmen with proper identification as issued by the detention facility shall be allowed into the work area within the detention facility. Identification shall be obtained by the individual workman of the Contractor on an as needed basis and only from the detention facility.

On a daily basis and only for the work area involved, the detention facility representative will issue the authorized representative of the Contractor one set of keys for access to the work area. Keys shall be returned to the detention facility representative at the end of each workday. Should the Contractor lose any keys, he shall be responsible for the cost of replacement of key, lockset or keyway. Loss of any key shall be reported immediately to detention facility representative and County Coordinator.

The detention facilities have no "Off Hours". The Contractor shall confer with detention facility representative and County Coordinator on a case by case basis for all work to be performed outside of normal hours.

Any violations of security procedures which result in extraordinary man hour expenditures by the County, such as for unscheduled searches to retrieve construction contraband or man hour costs expended to report and/or recapture an escapee will be the responsibility of the Contractor.

Prior to entering the jail, you will be required to sign a form with language similar to the following:

“You are requesting permission to enter a no hostage facility. It is the policy of the Fresno County Sheriff’s Office that employees will not recognize hostages for bargaining purposes or permit inmates or others to use hostages to escape from custody. This policy will be applied in all cases without regard to the sex, age, or employment status of any hostage.

It is the policy of the Fresno County Sheriff’s Office that all persons entering this facility may be subject to search.

The undersigned acknowledges that working or performing any activities within the Fresno County Sheriff’s Jail facilities can be dangerous. The dangers include the risk of personal injury and the damage to personal property. It is understood that the Fresno County Sheriff’s Office maintains a NO HOSTAGE FACILITY.”

PRICE DETERMINATION

The bidder is instructed to state his/her method of determining prices for the products listed on the following pages. County can only estimate its future needs with regard to sizes and thus requires the vendor's pricing formula that will be used in price determination.

The pricing formula will become a part of the ensuing contract and be used when determining future prices. A variety of glass size is included with this RFQ on the "Cost Proposal". The glass types and sizes included therein are examples of glass types and quantities previously purchased. The vendor's Proposal for these specific glass types and sizes shall be determined through the use of the vendor's stated pricing formula. The "Cost Proposal" pricing will be used in part to determine award of contract.

VENDOR PRICING FORMULA

The bidder is to state his/her method of price determination for the following products

| Product | Pricing Methodology |
|---|---------------------|
| 3/16" Clear Annealed with 20% Solar Silver Film | |
| Bronze Pivots | |
| Weatherstripping | |
| Threshold | |
| Von Duprin Strike Plates | |
| 3/4" Diamond Wire Laminated Security Glass | |
| 1/4" Clear Mirror | |
| 3/4" OA Diamond Wire over Laminated Security Glass | |
| 1/4" Clear Tempered Glass | |
| Glass & Blackout Film | |
| 1" Insulated #14 Tempered/Clear | |
| Scaffold Stand | |
| 3/16" Clear Annealed | |
| Back-Rod | |
| Sikka Tubes | |
| 3/4" OA Diamond Wire over Clear Laminated Security Glass | |
| 1/4" Clear Plexiglass | |
| 3/8" Clear Plexiglass | |
| 1" Lexan Plexiglass | |
| 1/4" Clear Laminated | |
| 1" OA Low E over Clear Annealed Insulated Unit | |
| 11/16" OA, 1/8" Clear Tempered, 1/4" Lexan, 1/4" Pol Wire | |
| 1/4" Clear Plate | |
| 1" OA Gray Eclipse over Clear Annealed (Ref #1 Surf) | |
| 11/16" | |
| 1" OA Tempered Solar Ban 50 mill Gray | |
| 3/16" Clear Lexan | |
| 3/4" OA Clear Laminated Security Glass | |

Product

Pricing Methodology

3/4" OA Diamond Wire Laminated Security Glass

Rixon 27 Closer

3/4" OA Tempered Bronze Clear

1/8" Clear Annealed Glass with 20% Solar Silver Film

3/16" Clear Tempered to Pattern

1/4" Clear Annealed with 1" Bevel All

1" OA Clear Laminated Security glass

Indicate pricing formula for products not listed

COST PROPOSAL PRODUCTS

| Product Type (Do Not Include Installation) | Dimensions or Type | Last Year's Usage (2012-2013) | Unit Price | Total |
|--|--------------------|----------------------------------|------------|-------|
| 3/16" Clear Annealed with 20% Solar Silver Film | 32" x 78" | 1 | \$ | \$ |
| Bronze Pivots M19 | | 4 | \$ | \$ |
| Bronze Pivots M180 | | 2 | \$ | \$ |
| Weatherstripping | 7' | 1 | \$ | \$ |
| Threshold | 7" x 50" | 1 | \$ | \$ |
| Von Duprin Strike Plates | | 2 | \$ | \$ |
| 3/4" Diamond Wire Laminated Security Glass | 24" x 30" | 2 | \$ | \$ |
| 1/4" Clear Mirror | 48" x 30" | 1 | \$ | \$ |
| 3/4" OA Diamond Wire over Laminated Security Glass | 24" x 31" | 2 | \$ | \$ |
| 1/4" Clear Tempered Glass | 22" Diam | | \$ | \$ |
| Glass & Blackout Film | 30" x 72" | 1 | \$ | \$ |
| 1" Insulated #14 Tempered/Clear | 43 5/8" x 92 1/4" | 1 | \$ | \$ |
| Scaffold Stand | 15' | 1 | \$ | \$ |
| 3/16" Clear Annealed | 21 1/4" x 28 1/2" | 1 | \$ | \$ |
| Back-Rod | 1/2" x 50' | 1 | \$ | \$ |
| Sikka Tubes | 15 Lm | 3 | \$ | \$ |
| 3/4" OA Diamond Wire over Clear Laminated Security Glass | 23" x 31" | 3 | \$ | \$ |
| 1/4" Clear Plexiglass | 48" x 96" | 1 | \$ | \$ |
| 3/8" Clear Plexiglass | 48" x 96" | 1 | \$ | \$ |
| 3/4" OA Diamond Wire over Clear Laminated Security Glass | 17 5/8" x 49 3/8" | 3 | \$ | \$ |
| 3/4" OA Diamond Wire over Clear Laminated Security Glass | 6" x 17" | 3 | \$ | \$ |
| 1" Lexan Plexiglass | 6 1/8" x 66 1/8" | 2 | \$ | \$ |
| 3/4" OA Diamond Wire over Clear Laminated Security Glass | 20" x 33" | 3 | \$ | \$ |
| 1/4" Clear Laminated | 46" x 40" | 1 | \$ | \$ |
| 1" OA Low E over Clear Annealed Insulated Unit | 39 1/2" x 47 1/2" | 1 | \$ | \$ |

| Product Type (Do Not Include Installation) | Dimensions or Type | Last Year's Usage (2012-2013) | Unit Price | Total |
|---|-------------------------------|----------------------------------|--------------------|-------|
| 11/16" OA, 1/8" Clear Tempered, 1/4" Lexan, 1/4" Pol Wire | 20 5/8" x 21 1/2" | 2 | \$ | \$ |
| 1/4" Clear Plate | 55 3/4" x 133 1/2" x 133 3/4" | 1 | \$ | \$ |
| 1" OA Gray Eclipse over Clear Annealed (Ref #1 Surf) | 60" x 68 1/2" | 1 | \$ | \$ |
| 11/16" | 31 3/8" x 63 11/16" | 1 | \$ | \$ |
| 1" OA Tempered Solar Ban 50 mill Gray | | | \$ | \$ |
| 1/4" Clear Laminated | 33 1/4" x 76" | 1 | \$ | \$ |
| 3/16" Clear Lexan | 48" x 96" | 1 | \$ | \$ |
| 3/4" OA Clear Laminated Security Glass | 27 1/4" x 43 3/4" | 3 | \$ | \$ |
| 3/4" OA Diamond Wire Laminated Security Glass | 24 1/4" x 31" | 1 | \$ | \$ |
| Rixon 27 Closer | | 1 | \$ | \$ |
| 3/4" OA Tempered Bronze Clear | 54 3/4" x 13 3/4" | 1 | \$ | \$ |
| 1/8" Clear Annealed Glass with 20% Solar Silver Film | 14 1/2" x 16" | 1 | \$ | \$ |
| 1/8" Clear Annealed Glass with 20% Solar Silver Film | 26 1/2" x 13 3/4" | 1 | \$ | \$ |
| 1/8" Clear Annealed Glass with 20% Solar Silver Film | 14 1/2" x 15 1/4" | 1 | \$ | \$ |
| 1/8" Clear Annealed Glass with 20% Solar Silver Film | 28" x 16" | 1 | \$ | \$ |
| 3/16" Clear Tempered to Pattern | 8 3/8" x 14 3/8" | 1 | \$ | \$ |
| 1/4" Clear Annealed with 1" Bevel All | 72 1/2" x 36 3/8" | 1 | \$ | \$ |
| 1" OA Clear Laminated Security glass | 5 3/8" x 9 3/8" | 10 | \$ | \$ |
| | | | Subtotal | \$ |
| | | | Sales Tax (8.225%) | \$ |
| | | | Grand Total | \$ |

INSTALLATION AND BOARD-UP

The bidder is to state labor rates.

| * Service Type | Employee Title | ** Hourly Labor Rate (Regular Time) | ** Hourly Labor Rate (Overtime) | ** Hourly Labor Rate (Premium) |
|----------------|----------------|---|---------------------------------------|--------------------------------------|
| _____ | _____ | \$ _____ | \$ _____ | \$ _____ |
| _____ | _____ | \$ _____ | \$ _____ | \$ _____ |
| _____ | _____ | \$ _____ | \$ _____ | \$ _____ |
| _____ | _____ | \$ _____ | \$ _____ | \$ _____ |
| _____ | _____ | \$ _____ | \$ _____ | \$ _____ |
| _____ | _____ | \$ _____ | \$ _____ | \$ _____ |

* Indicate Installation/Board-up and all other services offered.

** Labor charges shall commence upon arrival at job-site and end upon departure from job site.

Define Regular Time: _____

Define Overtime: _____

Define any other Premium Rate classification (e.g. holiday rate) applicable.

What is the smallest portion of an hour for which labor will be charged?

Note: Labor rates will be considered when determining award of contract.

Indicate below any other method for determining installation costs.

Describe all the types of installation your Company is capable of performing and the quantity and employee, class (description) required to each installation.

OTHER MATERIALS AND PRODUCTS

State the description and pricing for other chargeable materials and products that may be required to install the listed glass types.

DISCOUNTS

Bidders are instructed to quote available discounts from the previously quoted pricing for glass, labor, materials, etc. for an individual order consisting of multiple pieces of. Such discounts are to be indicated in the space provided below.

CHECK LIST

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

Check off each of the following:

1. _____ The Request for Quotation (RFQ) has been signed and completed.
2. _____ One (1) original and three (3) copies of the RFQ have been provided.
3. _____ Addenda, if any, have been completed, signed and included in the bid package.
4. _____ The *Participation* page as provided with this RFQ has been completed.
5. _____ The completed *Reference List* as provided with this RFQ.
6. _____ The *Vendor Pricing Formula* as provided with this RFQ, has been completed, reviewed for accuracy and any corrections have been initialed in ink.
7. _____ The *Cost Proposal* as provided with this RFQ has been completed, priced reviewed for accuracy and any corrections initialed in ink.
8. _____ The *Installation and Board-Up* as provided with this RFQ has been completed, priced reviewed for accuracy and any corrections initialed in ink.
9. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
10. _____ *Bidder to Complete* page as provided with this RFQ.
11. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

| | |
|--------------------------|---|
| County of Fresno RFQ No. | <u>150-5199</u> |
| Closing Date: | <u>September 26, 2013</u> |
| Closing Time: | <u>2:00 P.M.</u> |
| Commodity or Service: | <u>Replacement Glass, Installation and Repair</u> |

This Checklist does not need to be returned with your bid.