

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 680-5290

ELECTRONIC SECURITY SYSTEMS - MAINTENANCE & REPAIR

Issue Date: July 10, 2014

Closing Date: AUGUST 19, 2014

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Caleb J. Brooks,
phone (559) 600-7124, e-mail cbrooks@co.fresno.ca.us, or fax (559) 600-7126.

Check County of Fresno Purchasing's Open Solicitations
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

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

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 stated within this document. 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 un-copyrighted 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) working 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:
 - 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;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - 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

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device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

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

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

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

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.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

The link below references the Fresno County Board of Supervisors Administrative policies that will apply to this Request for Proposal.

[Click here to view](#)

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OVERVIEW

The County of Fresno on behalf of the Probation Department is requesting proposals from qualified vendors to provide preventative maintenance and repair services to the electronic security systems at the Juvenile Justice Campus, located at 3333 E. American Ave., Fresno, CA 93725 as stated in the Scope of Work.

The software used at the facility includes standard Omron PLC operating software and Wonderware touchscreen software. Documentation for the systems include point-to-point wiring diagrams, written sequence of operations, software programs and program files, printed ladder logic files, and access codes for all programmable equipment.

KEY DATES

RFP Issue Date: **July 10, 2014**

Vendor Conference/Site Inspection: **July 29, 2014 at 9:00 A.M.**
Vendors are to contact Caleb J. Brooks at (559) 600-7110 if planning to attend vendor conference. Juvenile Justice Campus
 3333 E. American Avenue, Bldg. 703
 Fresno, CA 93725

Background check prior to entry is required please see pg. 18 for details.

Deadline for Written Requests for Interpretations or Corrections of RFP: **August 8, 2014 at 8:00 A.M.**
 Fax No. (559) 600-7126
 E-Mail: CountyPurchasing@co.fresno.ca.us

RFP Closing Date: **August 19, 2014 at 2:00 P.M.**
 County of Fresno Purchasing
 4525 E. Hamilton Avenue, 2nd Floor
 Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has not submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

ACKNOWLEDGED BY:

()		
Signature	Telephone	
Print Name and Title	Date	
Address		
City	State	Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

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:
 - 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;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - 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.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

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 RFP.

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

*** Note: This form/information is not rated or ranked in evaluating proposal.**

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the Proposal Identification Sheet.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

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.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

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

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

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

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

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

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

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

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

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

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

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

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

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

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

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

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

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make

the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

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

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

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.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation

arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP 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 RFP. 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 RFP. 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.

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.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

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

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, Greg Reinke, Probation Business Manager, 3333 E. American Ave., Suite B, Fresno, CA 93725 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.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three 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.

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

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

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.

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. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, 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 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) working 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.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

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

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP 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. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, 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, 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.

SITE INSPECTION/VENDOR CONFERENCE: 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. The date(s) inspection will be held is:

DATE: July 29, 2014

TIME: 9:00 A.M.

LOCATION: Juvenile Justice Campus
3333 E. American Avenue, Building 703
Fresno, CA 93725

Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Caleb J. Brooks at County of Fresno Purchasing, (559) 600-7124, if they are planning to attend the conference. ***Due to the secure nature of the facility all bidders planning to attend must provide their full name and date of birth with RSVP for a background check prior to entry.***

NUMBER OF COPIES: Submit one (1) original, with two (2) *reproducible compact disc enclosed and three (3) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

***Bidder shall submit two (2) reproducible compact disc (i.e.: PDF file) containing the complete proposal excluding trade secrets. Compact disc should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disc is not misplaced.**

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than August 8, 2014 at 8:00 a.m. Questions must be directed to the attention of Caleb J. Brooks, Buyer II.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to CountyPurchasing@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents

submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

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

SCOPE OF WORK

The County of Fresno on behalf of the Probation Department is requesting proposals from qualified vendors to provide preventative maintenance and repair services to the electronic security systems at the Juvenile Justice Campus. The selected vendor shall provide all required labor and materials to perform the required work.

CONTRACTOR SHALL:

1. **Perform** preventative maintenance as indicated in the "Frequency" column, next to the equipment listing for each location. See Exhibit A for a description of what is expected for preventative maintenance.
2. **Maintain** on-site an inventory of critical replacement parts to ensure quick replacement or repair of equipment critical to the security of the facilities.
3. **Provide** all testing and verification of systems and equipment to meet the requirements of all regulatory agencies.
4. **Provide** 24 hour service response upon request to **critical** malfunctions in the specified systems as listed below. A critical malfunction is defined as a malfunction of equipment which renders inoperative any part of the security system deemed to be responsible for maintaining security within any area of the Juvenile Justice Campus.
5. **CONTRACTOR AGREES TO RESPOND TO CRITICAL MALFUNCTIONS AS FOLLOWS;**
 - A. Provide a 24-hour telephone number for reporting malfunctions.
 - B. Monday through Friday, between 8 a.m. and 5 p.m., respond within 15 minutes by telephone and 45 minutes on site at the Juvenile Justice Campus from the time the Contractor is notified of the malfunction through the 24-hour telephone number.
 - C. On all other days or times, respond within 30 minutes by telephone and within 1 hour on site at the Juvenile Justice Campus, from the time the Contractor is notified of the malfunction through the 24-hour telephone number.
6. The systems covered under "critical malfunctions" include but are not limited to:
 - A. **C.C.T.V.** (Closed Circuit Television) Any monitor providing primary surveillance to a remotely operated door or area. (Example: Central Control monitor).
 - B. **Housing Intercom Systems**
 1. Any intercom component providing primary voice communications to a remotely operated door, sallyport, or area, with no adjacent redundancy. (Example: Staff entrance)
 2. Any intercom component providing primary voice communication to and from any inmate holding cell or area that is isolated or locked. (Example: Administrative Segregation Cells).
 - C. **Guard Sallyport to Housing Intercoms** A critical malfunction is deemed to occur when designated as such by the Probation Department.
 - D. **Security Alarm Systems**
 1. Any panic alarm malfunction
 2. Any door alarm malfunction

3. Any door control system malfunction
- E. **Administrative Intercom System** Any component providing communication to and from a fixed staff post.
- F. **Any CPU Failure**
- G. **Emergency Generator Remote Annunciator** Any malfunction rendering inoperative emergency generator status information.
- H. **Control Console Graphic Display**
 1. Any malfunction rendering inoperable panic alarm status.
 2. Any malfunction rendering inoperable remotely operated door or gate status information.
 3. Any malfunction rendering inoperable door intercom status.
7. **Provide** routine repair for **non-critical malfunctions** in specified systems indicated below. A non-critical malfunction is defined as a malfunction of equipment which in and of itself does not render inoperative any other part of the security system. Those affected systems include but are not limited to:
 - A. **Housing Intercom System**
 1. All functions of the housing paging system.
 2. All functions of the housing program system.
 3. Any intercom component providing secondary voice communication to any area of the facility.
8. **Responsible** for repairing and providing maintenance on all JJC metal detectors, as well as one (1) metal detector located at 890 S. Tenth Street, Fresno.
9. **Responsible** for keeping an inventory of spare parts necessary to repair or replace malfunctioning equipment and make operable **non-critical malfunctions** within seven (7) calendar days, including weekends and holidays, of receipt of written notification from the Probation Department. This notification shall be made in writing by 0800 hours of the next regularly scheduled workday. The selected contractor shall provide to the Probation Department a list of spare parts necessary to maintain non-critical malfunctions according to this standard. Further, the Probation Department may require the contractor to add items to the spare parts inventory, as may be necessary to satisfy performance standards. See additional information below.
10. **Responsible** for maintaining on site, an inventory of spare parts necessary to repair or replace **critical malfunctioning equipment** and to complete within four (4) hours required repairs necessary to make operable critical functions. Further, the contractor shall provide a recommended inventory of spare parts to be kept on site, along with their related costs. See additional information below.
11. **Provide** to the Juvenile Justice Campus Directors an annual report which includes a description of all work performed, status of parts inventory, detail of after-hours calls, status of preventative maintenance schedule, and any recommendations of the contractor.

Parts Inventory: The County requires that a parts inventory be maintained by the successful bidder in order to provide services at the specified level. It is not required that an itemized inventory be included with the bidder's proposal. However, the apparent successful bidder will

be required to identify the specified inventory prior to contracting with the County. County will retain the right to reject the apparent successful bidder's proposal if an acceptable inventory level is not offered. Final inventories will be agreed upon prior to the commencement of the contract.

County will, as a condition of the ensuing agreement, agree to buy out the Contractor's inventory at the conclusion of the agreement. The maximum amount of such a buy out will be specified in the agreement. The inventory will be valued at the contractor's direct costs of parts (no overhead).

Parts Specifications: All parts supplied must be new replacement parts or meet the requirements of the original equipment manufacturer. The Contractor must supply parts, which match the Engineering Change (EC) level of the failed machine, as released by the equipment manufacturer, as this is essential for optimum machine performance and reliability.

Call Level: Determination of the call level, i.e. critical or noncritical malfunction, is at the sole discretion of the Juvenile Justice Campus Division Directors or their authorized representatives. Failure to furnish call-back service within the above specified time of notification of need may result in termination of the contract, withholding of payment, and/or another contractor to be hired to complete the work at the current contractor's expense.

Potential Delay in Service Restoration: Once the contractor's service personnel become aware of a potential delay in service restoration, they will immediately notify the JJC Directors/designee. If it is determined that parts, components, software, etc., are unavailable locally, the Contractor will inform the JJC Director/designee of the estimated time to affect repairs and use all means available to secure the parts. When necessary, the Contractor will enlist the assistance of all local, district, or corporate engineering and technical support personnel to resolve and minimize any delays or disruptions in service restoration.

Problem Determination: If the Contractor determines that the source or cause of an outage is not in the equipment covered under the Maintenance Agreement, or if multiple causes are possible, the Contractor must work with and assist the County to achieve a problem resolution. The County requires the Contractor, in a problem management process, to communicate what the appropriate contracts are on a timely basis and undertake reasonable action steps to achieve problem resolution, even if the responsibility for the final corrective action is with another party.

Staff Qualifications: The selected vendor must certify that the staff assigned to provide services is technically competent and qualified to perform the contracted work.

Security/TB Clearance: The Fresno County Probation Department shall make background checks as deemed necessary by County on all personnel which Contractor will assign to work at the Juvenile Justice Campus. Background checks must be completed on all Contractor's personnel before any admission into these facilities. The Probation Department will have sole discretion to refuse admittance into these facilities. The Probation Department shall immediately notify Contractor if Contractor's employee is found to be unacceptable for admission into these facilities. Contractor shall immediately remove the employee from the facility. Each staff entering the JJC facilities is required to provide proof of a negative skin test for tuberculosis (TB) within the past six (6) months, or, for positive Purified Protein Derivative (PPD) reactors, initial assessment and yearly assessment for signs and symptoms of disease.

PREA Requirements: Contractor's staff shall comply with all Prison Rape Elimination Act (PREA) (42 U.S.C. § 15601 *et seq.*) standards for juvenile correctional facilities. Pursuant to

federal regulations (28 CFR §115.332), the Probation Department will provide training to Contractor's staff regarding their responsibilities under the Department's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

No Hostage Facilities: Contract employees shall be advised of the possibility that a hostage taking incident could occur at any time, and of the "No Hostage" policy, which means that there will be no bargaining for the release of hostages in exchange for the release of confined inmates/minors.

Alcohol/Drug Policy: No alcoholic beverages/drugs will be brought into any facility. Nor will anyone under the influence of alcoholic beverages or drugs be allowed inside.

Disturbances/Disputes: In the event of any disturbance inside the facilities, the contract employees will immediately follow the orders of the Facility Administrator or his/her designees.

In the event of a dispute involving COUNTY staff and the contract employee involving the work location, security measures, etc., the on-duty Facility Administrator will have the final decision.

**JUVENILE JUSTICE CAMPUS –
3333 AMERICAN AVENUE
(HIGHWAY 99 & AMERICAN)**

Availability and access to twenty-four hour per day maintenance is essential to the integrity of the security systems at the Juvenile Justice Campus. Electronic security equipment is located within the Administrative Core, Detention, and Commitment facilities.

Equipment subject to preventative maintenance and repair at this location includes:

		Quantity	Frequency
Door Control System (Full Service 24/7)			
Trentech	237 120v Current Relay x16	16	Annual
Trentech	238 120v Current Relay x16	28	Annual
Trentech	244A Input Module x32	20	Annual
Power One	HC24-2.4A Power Supply	40	Annual
Omron	CS1-PA207R Power Supply	4	Annual
Omron	CS1D-CPU65H Duplex CPU	2	Annual
Omron	CS1D-DPL01 Duplex Swr.	1	Annual
Omron	CS1D-BC052 Backplane x5	1	Annual
Omron	CS1D-B1092 Exp. BkPlnx9	2	Annual
Omron	C200HW-PA204 Pwr Sup	30	Annual
Omron	CS1G-CPU44H CPU	16	Annual
Omron	CS1W-BC 103BkPI x10	16	Annual
Omron	CS1W-BI103 Exp.BkPI n x10	14	Annual
Omron	CS1W-ID261 Input x64	86	Annual
Omron	CS1W-OD261 Output x64	85	Annual
Omron	CS1W-CN713 I/O Cable	16	Annual
Omron	CS1W-ETN21 Ethernet Mod	18	Annual
Omron	NS12TS01B 12" Touchscreen	2	Annual
Omron	NT31CST141BEV2 LCD Disp	5	Annual
Omron	NSNSDC1V NS ProgSoft	1	Annual
Omron	NTZJCAT1EV4 NT ProgSoft	1	Annual
Omron	WS02-CXPC1-EV3.2 Soft	1	Annual
Omron	C200HS-CNN220-EU ProgCbl	1	Annual
ELK	ELK-MV480 Voice Module	1	Annual
ELK	ELK-129 CPU Sound Card	1	Annual
Airteq	5107B Food Pass Latch	4	Annual
Airteq	5017M Food Pass Latch	5	Annual
Airteq	7150 Motorized Sliding Device	1	Annual

		Quantity	Frequency
Airtec	9424 Latchbolt Lock, 24v	438	Annual
Airtec	9400 Latchbolt Lock, 24v	1	Annual
Airtec	9724 Latchbolt Lock, 24v	119	Annual
Airtec	92418 Mortise Lock	2	Annual
Sargent	900 Series Mortise Lock	269	Annual

Intrusion and Duress Alarm (Full Service 24/7)

SDC	442 Help button	46	Annual
Sentrol	5812NT Glass Break	60	Annual
Sentrol	5709C-W Glass Break Test	1	Annual
Space Age	SSU-03001J Annunciator Lt	16	Annual
MFM	D373-150 Vehicle Detector	20	Annual
DSI	ES4200K1 Door Mgt. Alarm	3	Annual

Intercom and Paging (Full Service 24/7)

Trentech	245 Intercom Relay x16	90	Annual
Trentech	247 Audio Level Panel x16	2	Annual
Rauland Borg	HSS-1 I.C. Station SS	755	Annual
Rauland Borg	HSS-13 Pushbutton	4	Annual
Rauland Borg	USO215 8" Speaker	120	Annual
Rauland Borg	3607 Flush Mount Horn	48	Annual
Rauland Borg	DCC12 Intercom Amp.	23	Annual
Rauland Borg	PSX300 Power Supply	23	Annual
Rauland Borg	MTG100 Tone Generator	23	Annual
TOA	P-924MK2 Amplifier	32	Annual
TOA	E-232 Equalizer	16	Annual

CCTV System (Full Service 24/7)

Pelco	MX4016CD Multiplexer	6	Annual
Pelco	CM9740S – 96x8 Switcher	1	Annual
Pelco	CM9740L – 144x8 Switcher	1	Annual
Pelco	CM9740S – 80x16 Switcher	1	Annual
Pelco	CM9760 Keyboard	3	Annual
Pelco	MCS16-20E Power Supply	16	Annual
NVT	1662R Active Receiver Hub	16	Annual

Fiber Optics Equipment (Full Service 24/7)

IFS	R3 19: Rack Mount Cage x14	17	Annual
IFS	VT6010-R3 FM Video Tx	4	Annual
IFS	VT6010-R3 FM Video Rx	4	Annual

		Quantity	Frequency
IFS	AT71630-R3 DigAud Tx x16	2	Annual
IFS	AR71630-R3 DigAud Rx x16	2	Annual
IFS	AT7420-R3 DigAud Tx x4	5	Annual
IFS	AT7420-R3 DigAud Rx x4	5	Annual

Graphic Panels (Full Service 24/7)

Norment	Anodized Aluminum Panel	23	Annual
Power One	HC24-2.4-A Power Supply	23	Annual

Surge/Lightning Protection (Full Service 24/7)

Control Concepts	IE-120 Power Filter	16	Annual
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MATV System (Full Service 24/7)

Blonder Tongue	MAVM 751 4/4 Modulator	6	Annual
Blonder Tongue	CEF-750 Ch. Elim. Filter	6	Annual
Blonder Tongue	BIDA 450-50 Amplifier	3	Annual
Blonder Tongue	OC8D Combiner	3	Annual
Blonder Tongue	BIDA-RA Return Amplifier	6	Annual
Blonder Tongue	BIDA-RF Return Filter	6	Annual
Blonder Tongue	CT1384VY Monitor/Rcvr	3	Annual
Blonder Tongue	CRS3 3-Way Splitter	2	Annual
Blonder Tongue	CRS4 4-Way Splitter	15	Annual
Blonder Tongue	CRS8 8-Way Splitter	4	Annual
Blonder Tongue	V3889-* Taps	67	Annual

Master Clock System (Full Service 24/7)

Rauland Borg	2490 Master Clock	1	Annual
Rauland Borg	2463SP3 24v Analog Clock	20	Annual
Rauland Borg	2471 Flush Backbox	20	Annual
Edwards	1064-G5 Buzzer	20	Annual
Edwards	216-1131 500VA Buzzer Xfmr	1	Annual

Metal Detectors (Full Service 24/7)

Garrett	PD6500	7	Annual
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Facility plans are available for review by appointment at Fresno County Purchasing. Contact Caleb Brooks at (559) 600-7124 to schedule.

EXHIBIT A

PREVENTATIVE MAINTENANCE

Preventative maintenance shall include but not be limited to the services below. Vendor should provide any additional services included in their quotation.

1. Visual inspection and run utilities diagnostics on all CPU's
2. Clean all CPU drives, racks, terminal cabinets, enclosures, wiring closets and haul any trash from electronic equipment vault
3. Clean VDT's
4. Lamp test and replacement of all visual LED indicators
5. Check and test all audio levels and voltage outputs of intercoms systems
6. Functional inspection of CCTV system
7. Clean and adjust all CCTV monitors
8. Check all CCTV mounts for stability
9. Check all CCTV connections
10. Inspect, clean and test all programmable logic controllers and door control microprocessors
11. Check and repair any graphic display panel pushbuttons
12. Check and adjust audible alarm indicators
13. Visual inspection and cleaning of all security and remote annunciator panels
14. Inspect and test all electric and magnetic locks; adjust as necessary
15. Test operation and voice clarity of paging system
16. Test security contact points
17. Verify operation of each audio speaker
18. Inspect and test audio amplifiers
19. Clean, test, and adjust all other devices
20. Visually inspect, test, and tighten all power and control relays, printed circuit boards and hardware on main and wing consoles.

EXHIBIT B

2013 REPAIR CALLS

In order for potential vendors to have an idea of the type and frequency of non-preventative maintenance repair calls and after hours calls, the County provides the following table for the calendar year 2013. It should be noted that services provided on items that will no longer be a part of this service contract (UPS system, cameras) are not included in the table.

Date	Description of Service	After Hours Call
1/25/13	Bldg. 703, B Pod, music and PA features not working. Power amplifier on order. Power amplifier was taken from C Pod to get B Pod up and running.	
2/7/13	Alarm and detection regular labor	
2/11/13	Alarm and detection regular labor	
2/12/13	Bldg. 703, H Pod, cannot communicate with cells.	
2/13/13	Alarm and detection regular labor	
2/14/13	Alarm and detection regular labor	
2/15/13	Alarm and detection regular labor	
2/28/13	Bldg. 707A, lighting control panel is not operating properly. Insulated four switch module, programmed into lighting control system, and tested to verify proper operation.	
2/28/13	Bldg. 708A, Room 114, door control not working. Replaced door control switch and tested to verify proper operation.	
3/3/13	Bldg. 703, E Pod, music and PA features not working. Replaced amplifier.	
3/4/13	Bldg. 702, Core Control, door control problem. Replaced door control switch.	
3/26/13	Bldg. 709B, intercom problem, microphone on order. Bldg. 708B, control panel problems Room 109, replaced door control switch. Room 113 replaced intercom switch.	
3/28/13	Bldg. 706B, control panel problems. Replaced three door control switches for Rooms 107, 117, and 113.	
4/1/13	Bldg. 702, Core Control, intercom switch not working. Replaced switch.	
4/22/13	Bldg. 703, Detention Control, Control panel problems. Replaced two intercom control switches. Bldg. 704A, lighting control problem. Replaced four button switch assembly. Programmed and tested as required.	
5/3/13	Customer suffered power outage followed by a power surge, which tripped the circuit breaker feeding the security system in the classroom area in Bldg. 705. Reset breaker.	

Date	Description of Service	After Hours Call
5/10/13	Bldg. 704, Commitment control panel problems. Replaced three intercom control switches. Bldg. 703 Detention control panel problem. Replaced intercom control switch.	
5/13/13	Bldg. 702, Core Control, door control problems. Replaced three door control switches. Bldg. 704 Commitment control panel problems. Replaced Alarm Silence switch. Rebooted touch screen monitor.	
5/20/13	Bldg. 703, H Pod, intercom problems. Replaced intercom amplifier.	
6/4/13	Bldg. 709B, intercom problem. Replaced intercom amplifier (borrowed intercom amplifier from Bldg. 703, D Pod. New intercom amplifier on order.	
6/10/13	Bldg. 704, Commitment Control, monitor problem, monitor on order.	
7/9/13	Replaced four buttons on Commitment Control console.	X
7/9/13	Two doors not functioning in J pod. Advised customer sounded like door lock issues which are not serviced under contract. Responded as requested and confirmed with locksmith who also arrived that it was a door lock issue. Assisted with switching out locks.	X
7/15/13	Bldg. 706A, door control problem. Reset door from "lockdown" to "normal" operation.	
7/17/13	Bldg. 703, Detention control panel problems. Replaced three intercom control switches. Bldg. 704 Commitment Control panel problems. Replaced two door control switches. Bldg. 706B control panel showing door is not secured when it is secured. Referred to locksmith. Bldg. 702, Core Control panel problems. Replaced door control switch. Replaced intercom control switch for detention entry.	
7/23/13	Bldg. 704 Commitment Control – control panel problems. Replaced door control switch for education entry. Replaced intercom control switch for classroom 104.	
7/28/13	Customer reported that Sally Port gates near cafeteria on Commitment side are not working. Replaced one button with yellow LED that was causing the exterior sally port gate not to work. Interior gate button was working. Checked gate and disassembled lock to confirm that power was not reaching lock. Advised customer they would need to contact county locksmith for repair.	
7/29/13	Bldg. 703, J Pod. Push to talk switch is not working. Replaced switch.	
8/1/13	Bldg. 702, Core Control, panel problems. Replaced door control switch and replaced intercom switch. Bldg. 704, Commitment Control, monitors not working. Reprogrammed monitor images. Set multiplexers to correct time and restarted DVR.	
8/7/13	Bldg. 702, Core Control, monitor inoperable. Replaced monitor power pack. Panel problem. Replaced booking door intercom control switch.	
8/8/13	Bldg. 704, Commitment Control, monitors not working. Reprogrammed monitor images.	

Date	Description of Service	After Hours Call
8/15/13	Bldg. 704 Commitment Control, control panel problems. Replaced door control switch and intercom control switch. Reprogrammed monitor images. Bldg. 703, C&D Pods, need to be checked prior to occupancy. Two intercom amps on order.	
9/25/13	Bldg. 704, Commitment Control, control panel problems. Replaced two intercom switches. Bldg. 702, Core Control, monitor has no picture. Replaced monitor.	
9/26/13	Bldg. 702, Core Control, panel problems. Replaced intercom control switch.	
10/28/13	Bldg. 703, Detention Control panel problem, replaced intercom control switch.	
11/15/13	Bldg. 709B, intercom problem replaced control panel push-to-talk switch. Bldg. 702, core control panel problem. Replaced intercom control switch.	
11/20/13	Bldg. 704, Commitment Control, control panel problem. One monitor is not working. Replaced door control switch for main entry. Replaced monitor.	
12/5/13	Bldg. 703, Detention Control – panel problem. Replaced intercom control switch.	
12/13/13	Bldg. 702, Core Control, Road 1 gate control is not working. Replaced control panel gate control switch. Bldg. 702, remote control panel problems. Replaced four control switches.	
12/16/13	Bldg. 704, Commitment Control – numerous door controls are not working properly. Door controls were checked at panel with no problems found. Problem referred to County locksmith.	
12/19/13	Bldg. 704, Commitment Control – panel problems. Replaced intercom control switch for staff Sallyport door.	

COST PROPOSAL

Bidder's cost proposal shall include:

1. Cost for specified annual preventative maintenance for all items listed in the RFP, excluding maintenance (clean, lubricate, adjust, etc.) for the mechanical mechanisms of the following parts:

MANUFACTURER	PART NUMBER & DESCRIPTION	QUANTITY
Airteq	5107B Food Pass Latch	4
Airteq	5017M Food Pass Latch	5
Airteq	7150 Motorized Sliding Device	1
Airteq	9424 Latchbolt Lock, 24v	438
Airteq	9400 Latchbolt Lock, 24v	1
Airteq	9724 Latchbolt Lock, 24v	119
Airteq	92418 Mortise Lock	2
Sargent	900 Series Mortise Lock	269

2. Cost for parts shall be at actual cost plus a percentage markup. Vendor must provide supplier invoices on parts upon request.
3. Provide hourly rates by job classification. Indicate the chargeable time increment (e.g. fraction of hour). Fully explain duties performed under each job classification.
4. State regular time and overtime rates.
5. State when chargeable time starts and stops.
6. State what is included in the hourly rate, (i.e., staff and a fully equipped vehicle with all the necessary equipment).
7. How many chargeable staff will be sent on a typical call? State job classification(s).
8. State mileage or trip charges, if any. Indicate address of trip origin and destination. State if applicable to and from job.
9. State all other charges or fees that will apply. State the amount of the charge or the pricing methodology that will be used to determine the amount.

Charges, fees, reimbursements, etc. not identified under the vendor's cost proposal will not be allowed.

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION
- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
 - A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
 - A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.
 - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency

- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.

XI. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
 - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.

XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.

XIII. CHECK LIST

AWARD CRITERIA

COST

- A. As submitted under the "COST PROPOSAL" section.

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. The amount of demonstrated experience in providing the services as outlined in the Scope of Work and experience in providing said services in a Juvenile Detention Facility.

CHECK LIST

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

Check off each of the following:

1. _____ The Request for Proposal (RFP) has been signed and completed.
2. _____ Addenda, if any, have been completed, signed and included in the bid package.
3. _____ **One (1) original plus three (3) copies** of the RFP have been provided.
4. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
5. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
6. _____ The completed *Participation Form* as provided with this RFP.
7. _____ The completed *Reference List* as provided with this RFP.
8. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
9. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	680-5290
Closing Date:	August 19, 2014
Closing Time:	2:00 P.M.
Commodity or Service:	Electronic Security Systems - Maintenance & Repair

Return Checklist with your RFP response.