

COUNTY OF FRESNO REQUEST FOR PROPOSAL

NUMBER: 990-5203

SHERIFF SECURITY SYSTEM

August 22, 2013

ORG/Requisition: 31114000/ 3111360471

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

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

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON SEPTEMBER 18, 2013.

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

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

Clarification of specifications is to be directed to: Craig J. Nickel, phone (559) 600-7115, e-mail CountyPurchasing@co.fresno.ca.us, fax (559) 600-7126.

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

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) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

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

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

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

COUNTY OF FRESNO PURCHASING
STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

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

GENERAL CONDITIONS

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

1. BID PREPARATION:

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

2. SUBMITTING BIDS:

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

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

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

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

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

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

3. FAILURE TO BID:

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

4. TAXES, CHARGES AND EXTRAS:

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

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

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

6. AWARDS:

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

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or 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 device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

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

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

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

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

23. PURCHASING LOCATION & HOURS:

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

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

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

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OVERVIEW

The County of Fresno on behalf of the Fresno Sheriff's Office is requesting proposals from qualified vendors to provide the fire and life safety, security, MATV and pneumatic systems maintenance agreement to ensure that the systems and equipment in the County Jail are properly maintained in excellent operating condition.

The County of Fresno is currently responsible for operating and maintaining the correctional facilities listed below. The contractor shall be responsible for providing the proposed maintenance at all three facilities plus Sheriff Administration Building:

Main Jail	1225 M Street, Fresno, CA 93721
South Annex Jail	2280 Fresno Street, Fresno, CA 93721
North Annex Jail	1265 M Street, Fresno, CA 93721
Sheriff Administration	2200 Fresno Street, Fresno, CA 93721

A fifth below listed facility is currently not occupied. The proposal should include maintaining the fire alarm system in this facility at a minimum level in an unoccupied state.

Satellite Jail	110 M Street, Fresno, CA 93721
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KEY DATES

RFP Issue Date: **August 22, 2013**

Vendor Conference: **September 4, 2013 at 10:00 A.M.**
Vendors are to contact Buyer at (559) 600-7110 if planning to attend vendor conference.
County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

Deadline for Written Requests for Interpretations or Corrections of RFP: **September 10, 2013 at 5:00 P.M.**
Fax No. (559) 600-7126
E-Mail: CountyPurchasing@co.fresno.ca.us

RFP Closing Date: **September 18, 2013 at 2:00 P.M.**
County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

PROPOSAL IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Our proposal is attached and identified as: _____

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the cost proposal.

Work services will commence within _____ calendar days after signing of the final contract.

Company: _____

Address: _____

_____ Zip: _____

Signed
by: _____

Print Name

Print Title

() ()

Telephone Fax Number E-mail Address

Date: _____

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:

(Company Name) 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.

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 four (4) 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 four (4) 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 "Provider" line of 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, Sheriff's Office- Administration, 2200 Fresno Street, Fresno, CA 93721, 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, 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.

VENDOR CONFERENCE: On September 4, 2013 at 10:00 A.M, a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. 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 Craig J. Nickel at County of Fresno Purchasing, (559) 600-7115, if they are planning to attend the conference.

NUMBER OF COPIES: Submit one (1) original, with two (2) *reproducible compact disc enclosed and six (6) 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 seven business days before the RFP closing date and time. Questions must be directed to the attention of Craig J. Nickel, Buyer III.
- 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, faxed to (559) 600-7126 or delivered to County of Fresno Purchasing. If faxing, the bidder must confirm receipt by phone ((559) 600-7115) within one-half (1/2) hour of transmission.

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 by mutual written consent for up to two (2) additional one (1) year periods. 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.

JAIL SECURITY

SECURITY: The County of Fresno Main Jail, South Annex Jail, North Annex Jail and Satellite Jail are no hostage facilities.

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

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

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

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

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

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

The Jail Facilities have no "Off Hours". The Contractor shall confer with the Sheriff Office representative and County Coordinator on a case by case basis for all work to be performed outside of normal hours.

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

SCOPE OF WORK

The County of Fresno on behalf of the Sheriff Office is requesting proposals from qualified vendors to provide the service as stated below.

The CONTRACTOR will not be held responsible for the cost associated with repair or replacement of items in the event of a catastrophic failure of the entire system.

SPECIFIC REQUIREMENTS

The CONTRACTOR shall:

- A. Provide all required labor and material to perform all work outlined in the preventative maintenance schedule contained in Attachment A & B attached hereto and expressly incorporated herein by reference. Provide all testing and verification of systems and equipment to meet the requirements of all regulatory agencies.
- B. Provide 24 hour service and repair upon request for critical malfunctions in the specified systems indicated below. A critical malfunction is defined as a malfunction which renders inoperative any part of the security system deemed to be responsible for maintaining security within any area of the complex. Those affected systems are as follows:
 1. C.C.T.V.
 - a. Any camera or monitor providing primary surveillance to a remotely operated door or area. (Example: Sallyport Cameras).
 2. Housing Intercom System
 - a. Any intercom component providing primary voice communications to a remotely operated door or area, with no adjacent redundancy. (Example: staff entrance)
 - b. 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).
 3. Visitation Telephone System
 - a. A critical malfunction is deemed to occur when three (3) or more visitation phones in any one visiting area are out of service during normal visiting hours. The critical malfunction must be repaired by no later than the next scheduled visiting period.
 4. Guard Sallyport to Housing Intercoms
 - a. A critical malfunction is deemed to occur when more than three (3) of the six (6) intercoms are malfunctioning on any one housing floor.
 5. Integrated Security and Fire Alarm System
 - a. Any panic alarm malfunction
 - b. Any Door alarm malfunction
 - c. Any fire alarm malfunction
 - d. Any door control system malfunction

6. Control Console Graphic Display
 - a. Any malfunction rendering inoperable fire zone status.
 - b. Any malfunction rendering inoperable remotely operated door status information.
 7. Administrative Intercom System
 - a. Any component providing communication to and from a fixed staff post. (Example: Tunnel Security Station)
 8. Any CPU failure
 9. Any UPS Failure
 10. Metal Detectors
 - a. Repair upon request malfunctions to all facility metal detectors and calibration as needed. Metal detectors are located in each of the detention facility lobbies, booking area and on all housing floors.
- C. CONTRACTOR agrees to respond to critical malfunctions as follows:
1. Provide a 24 hour number for reporting malfunctions.
 2. Monday through Friday between 8 a.m. and 5 p.m., respond within 15 minutes by phone and 45 minutes on site, from the time the 24 hour number is notified of the malfunction.
 3. On all other days or times respond within 30 minutes by phone and within 1 hour on site, from the time the 24 hour number is notified of the malfunction.
- D. CONTRACTOR is responsible for maintaining on site, an inventory of spare parts necessary to repair or replace malfunctioning critical equipment and to complete within four (4) hours required repairs necessary to make operable critical functions. CONTRACTOR shall provide to COUNTY, a recommended inventory of spare parts to be kept on site by CONTRACTOR along with their related costs.
- E. Provide routine repair for non-critical malfunctions in specified systems indicated below. A non-critical malfunction is defined as follows:
- A malfunction of equipment which in and of itself does not render inoperative any other part of the security system. Those affected systems are as follows:
1. C.C.T.V.
 - a. Any camera or monitor providing redundant surveillance to any area of the facility. (Example: Gym Cameras)
 2. Housing Intercom System
 - a. All functions of the housing paging system.
 - b. All functions of the housing program system.
 - c. Any intercom component providing secondary voice communication to any area of the facility.

3. Visitation Telephone System
 - a. When less than three (3) visitation phones in any one visiting area are out of service at one time.
 4. Guard Sallyport to Housing Intercoms
 - a. When less than three (3) of six intercoms are malfunctioning on any one housing floor.
 5. Master Paging and Program System
 - a. All functions of this system.
 6. M.A.T.V. (Master Antenna Television)
 - a. All functions of this system.
 7. Pneumatic Tube System
 - a. All components of this system considered non-critical malfunctions when inoperative.
 8. Character Message Generator
 - a. The character message generator system provides messages to inmates of televisions which are located in each housing unit.
- F. In instances where replacement parts are no longer available, CONTRACTOR must be able to repair or replace the existing equipment to make it operable.
- G. The integrity of the Pneumatic Tube System will be examined in its entirety. Preventive Maintenance adjustment action will be implemented to the following major systems components, repairs will be initiated where warranted:
- Blower Package
1. Turbine and associated controls
 2. Operation of control board and examination of power and control relays.
 3. Operation of the printed circuit board.
 4. Tightness of hardware.
- Diverter
1. Motor drive units and controls.
 2. All sensors associated with positioning and carrier passage.
 3. Operation of the P.C. Board.
 4. Cleaning of the diverter.
 5. All necessary mechanical and electronic alignments.
- Stations
1. Motor drive Units and controls
 2. All sensors associated with each slidegate/dispatcher and carrier detection.
 3. Operation of the P.C. Board and Display.
 4. Tightness of the drive.
 5. Tightness of all hardware.
 6. All necessary mechanical and electronic requirements.

Carriers

1. Examine the integrity of each carrier for structural preservation.
2. Replace as required.

Computer

1. Check all pertinent operational functions.
 2. Examine each printed circuit board for operational integrity.
 3. Clean unit to eliminate the buildup of debris.
- B. CONTRACTOR is responsible to have accessible an inventory of spare parts necessary to repair or replace malfunctioning equipment and make operable non-critical malfunctions within ten (10) working days of receipt of written notification. Said notification shall be made in writing by 0800 hours of the next regularly scheduled work day. CONTRACTOR shall provide COUNTY a list of spare parts necessary to maintain non-critical malfunctions according to this standard. During the term of this Agreement, the COUNTY has the right to require CONTRACTOR to add items to the spare parts inventory, as may be necessary to satisfy performance standards.
- C. CONTRACTOR shall provide to the Jail Bureau Commander a report each month which shall include a description of all work performed, status of parts inventory, detail on after hours calls, status of preventative maintenance schedule, copies of all written communications, meeting minutes and any recommendations.

TECHNICAL SERVICES REQUIREMENTS

1. **SERVICE AVAILABILITY:** The bidder must provide maintenance coverage as defined under this RFP and structure a maintenance service plan to best serve the department's needs.
2. **STAFF QUALIFICATIONS:** The bidder must certify that the staff assigned is technically competent and qualified to perform the contracted work. County of Fresno may request a replacement if there are concerns with the technical qualifications of the Service Technicians assigned.
3. **REQUEST FOR SERVICE:** Access to maintenance support must be through a continuously staffed (toll free) dispatch telephone number. All calls to the dispatch number will be answered in person, a busy signal or message left on an answering machine is NOT acceptable. Hold time on a call to dispatch will average 30 seconds or less. Considerations will be given for alternative dispatch methods.
4. **RESPONSE TO SERVICE REQUEST:** Normally, the bidder service Technician must be on-site to begin maintenance service on repair action within two (2) hours from the time dispatch received notification.
5. **ESCALATION PROCEDURE:** The Bidder must provide a written escalation procedure which is to be utilized to achieve resolution in the event of delay in service restoration. The escalation procedure will immediately focus Bidder management and technical resources on the problem at hand, on a twenty-four (24) hour, seven (7) day a week basis and ensure continuous problem resolution services until given hardware is again active and in a production mode.
6. **PROBLEM DETERMINATION:** In response to a request for assistance, the Bidder determines that the source or cause of the outage is not in the equipment covered under the Maintenance Agreement, or if multiple causes are possible, the Bidder must work with and assist County of Fresno Support Staff to achieve a problem resolution. County of Fresno requires the Bidder, in a problem management process, to communicate what the appropriate contracts 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
7. **PARTS SPECIFICATION:** All parts supplied must be new replacement parts or meet the requirements of the original equipment manufacturer. The Bidder must supply parts which match the Engineering Change (EC) level of the failed machine, as released by equipment manufacturer, as this is essential for optimum machine performance and reliability.
8. **PARTS AVAILABILITY:** The Bidder must maintain an adequate inventory of parts within close delivery distance to the facility. Reasonable delivery time for spare parts is defined as one hour or less. Parts in Fresno must be stocked at 90% availability level for each model type of equipment being maintained with the exception of critical components for mainframes such as "TCM's" which must be maintained in Fresno at 100% availability. The remaining 10% availability level must not be further than four (4) hours distance by ground transportation.

9. **ON-SITE PARTS SUPPLY:** To minimize down time, the Bidder must maintain an appropriate supply of spare parts on site or within the Fresno/Clovis metropolitan area, not to exceed ten miles outside the city limits.
10. **ENGINEERING CHANGES:** The Bidder must monitor and initiate action to ensure that all EC's are fitted as released by the manufacturer. County of Fresno expects bidder to coordinate the work through Jail management. County of Fresno expects the bidder to manage all specs of applying EC's, including aspects such as software upgrades and microcode changes.

The Bidder guarantees recertification of the equipment by the manufacturer after engineering changes are applied. If equipment is to be disposed, the bidder is responsible for providing a Maintenance Certification Letter, and assumes liability for any repairs needed due to maintenance neglect.

11. **PREVENTATIVE MAINTENANCE:** The Bidder must perform preventive maintenance on the equipment as recommended by the manufacturer. The schedule for this service will be coordinated with County of Fresno's Jail management.
12. **PREDICTIVE MAINTENANCE:** he Bidder must confer with County of Fresno to establish performance criteria for the equipment and implement a schedule of performance and quality checks. When a potential problem is identified, the Bidder will schedule the appropriate corrective maintenance with Operations and perform the work as planned.
13. **EQUIPMENT MANUFACTURER RECERTIFICATION:** The Bidder must guarantee recertification of the equipment by the original equipment manufacturer at the bidder's expense. In no case will Bidder maintenance result in the manufacturer's cancellation of warranties or support when applicable on the equipment or services.
14. **ADDED VALUE SUPPORT:** County of Fresno expects the Bidder organization to provide active support to enhance the reliability and availability of the operation. The Bidder must utilize state-of-the-art technology and systems management practices to monitor equipment performance across the industry and recommend action steps and implement precautionary measures to minimize outages.
15. **TECHNICAL SUPPORT FACTORS:**
 - a. Describe your organizations background and technical expertise relevant to this RFP. Describe how your technicians are trained.
 - b. Describe current organization in place in Fresno and include number of personnel, personnel skills, what type of equipment is currently being serviced. Indicate if equipment as specified in RFP is being serviced today in Fresno.
 - c. Describe your staffing plans to service County of Fresno's equipment, how you will provide on-site coverage and how you will provide CE backup.
 - d. Provide copies of the 3 latest annual reports and describe what percentage and dollar amount of annual revenue id devoted to:

1. R & D

2. Ongoing Maintenance

3. Sales

What number of people support each area listed above (1, 2, 3)

- e. Provide a minimum of four (4) current user references for your services with installations similar to County of Fresno's. Users should have used your service for more than 12 months.

Provide: Company Name
Name
Telephone Number
Description

- f. Describe your maintenance plan: Will your organization be utilizing a Remote Support Center and have access to a problem/fix database? Do you plan to subcontract to the original equipment manufacturer on a time and material basis?
- g. Describe how and where parts will be stocked. Will parts be stocked in Fresno and to what stocking level? What parts will not be stocked within 1 hour of Fresno?
- h. Describe your procedures to install vendor supplied Engineering Changes (EC's). Address the compatibility with installed features and previously installed EC's are insured. Address the Call Home feature on equipment.
- i. Describe your Dispatch system and ability for 2-way communications and to search for parts from this pager or portable terminal.
- j. Provide a "STATEMENT OF MINIMUM HOURS". This statement will indicate the guaranteed minimum number of hours that the vendor will devote to the services offered under his/her "BASE PROPOSAL". Refer to the "COST PROPOSAL" section of this RFP for a definition of "BASE PROPOSAL".

The "STATEMENT OF MINIMUM HOURS" shall include the total minimum hours to be provided at each of the four (4) subject facilities. It shall also indicate the number of hours to be provided by each employee classification.

The vendor understands and agrees to the following:

The Proposed minimum number of hours will be provided monthly without exception.

The vendor will perform the services covered under the "BASE PROPOSAL" at his/her proposed cost even should the necessary hours to perform such services exceed the proposed minimum. There will be no additional cost to the County should actual work hours exceed the proposed minimum.

- k. Provide a plan, which will account for all hours worked by the Contractor. It should include hours worked by each employee classification, service type (basic, additional, other), regular and overtime. Explain how and when this accounting will be submitted to County.

ENVIRONMENTS

The Vendor's Proposal shall include a section entitled "ENVIRONMENT-VENDOR PROPOSAL". This section is to include information which supports the criteria listed under components A through D below. The vendor is not required to restate information provided elsewhere in their proposal. However, the vendor must reference such information by identifying its location in the proposal (section and page number).

COMPONENT

- A. CORPORATE EXPERIENCE
 - BASIC VENDOR INFORMATION
 - GENERAL QUALIFICATIONS
 - FINANCIAL STATEMENTS
- B. CONTRACT SUPPORT
 - ORGANIZATION STRUCTURE
 - PRIOR CONTRACT PERFORMANCE
 - SUBCONTRACTORS
 - FACILITIES
- C. TECHNICAL CAPABILITY
 - RESUME OF VENDOR PERSONNEL
 - VENDOR EXPERIENCE
 - CUSTOMER REFERENCES
 - MAINTENANCE AND ADMINISTRATIVE
- D. COST

Component A: Corporate Experience, will be evaluated on the proposer's overall maintenance service business experience and financial capability to provide the resources for this proposal.

Component B: Contract support, will be evaluated on the proposer's commitment of personnel and physical resources to this proposal and prior contract performance.

Component C: Technical Capability, will be evaluated on the proposer's technical capability to service County of Fresno's equipment by trained and experienced personnel, vendor experience, and references. Included in the evaluation will be completeness of maintenance plans and agreement to meet the needs of County of Fresno as specified.

Component D: Cost will be considered. Higher cost must be justified by a higher service level. Such higher service level must provide a genuine usable benefit and be of importance to the County. Added service that provides little or no benefit to the County will not enhance the bidder's proposal. The value of increased service relative to increased cost will be determined by County.

ATTACHMENT A

FACILITY:

1. Main Jail
2. South Annex Jail
3. North Annex Jail
4. Satellite Jail (Currently not in operation)
5. Sheriff Administration Building

SYSTEMS

1. C.C.T.V. (Closed Circuit TV)
2. M.A.T.V. (Master Antenna TV)
3. Fire Alarms
4. Intercoms
5. Master Page Intercoms
6. Visiting Intercoms
7. Door Controls
8. U.P.S. (Uninterrupted Power Supply)
9. Pneumatic Tube System (Blower Package, Diverter, Stations, Carriers and Computer)
10. Metal Detectors

ATTACHMENT B

MAINTENANCE SERVICE PLAN
MAIN JAIL FACILITY

MONTHLY:

1. Lamp test and replacement
2. Intercom voltage check
3. Visual inspection of UPS for door controls
4. Functional inspection of CCTV systems
5. Functional inspection of door cards

QUARTERLY:

1. Check alarm status
2. Visual inspection of KDR-1000 Five Alarm panel
3. Check line integrity of KDR-1000 panels
4. Measure KDR-10000 test points
5. Measure KDR-1000 test points
6. Check KDR-1000 line integrity
7. Test KDR-1000 back-up battery
8. Verify operation of KDR-1000 trouble indicators
9. Check KDR-1000 off-line mode
10. Check alarm and trouble reporting at KDR-1000
11. Visual inspection of KDR-1000 System
12. Test of KDR-1000 system functions
13. Check UPS batteries for door controls
14. Clean Paging system racks
15. Visual inspection of fire phones
16. Visual inspection of fire detectors
17. Visual inspection of fire pull stations
18. Visual inspection of duct detectors
19. Check auxiliary KDR-1000 output controlled devices
20. Check auxiliary KDR-1000 input controlled devices
21. Clean and adjust Cameras
22. Clean and adjust CCTV monitors
23. Test and clean DVR's

SEMI-ANNUAL:

1. Test operation and voice clarity of paging/fire phone system
2. Test Paging/fire phone call-up function
3. Test and adjust MATV
4. Test operation of panic/duress alarms
5. Test all waterflow switches
6. Test all Tamper/OS & Y switches

ANNUAL:

1. Test automatic switch-over to KDR-1000 degraded mode
2. Verify operation of each audio speaker
3. Inspect and test audio amplifiers
4. Perform test of all KDR-1000 functions
5. Test and clean each fire phone station
6. Test and clean each fire detector
7. Test and clean each fire pull station
8. Verify operation of each horn, siren, or bell
9. Test alarm contact points
10. Check all CCTV connections
11. Check CCTV mounts for stability
12. Clean, test, and adjust all other devices
13. Check auxiliary KDR-1000 output controlled devices
14. Check auxiliary KDR-1000 input controlled devices
15. Test elevator recall function
16. Test fire curtains

MAINTENANCE SERVICE PLAN
NORTH ANNEX JAIL FACILITY

MONTHLY:

1. Visual Inspection of CPU
2. Lamp test and replacement
3. Intercom voltage check
4. Clean VDT and Printers
5. Functional inspection of CCTV systems
6. Functional inspection of security and door controls

QUARTERLY:

1. Clean CPU Racks
2. Clean CPU
3. Check Alarm status
4. Visual inspection of 4100 panels
5. Check line integrity of security equipment
6. Measure 4100 test points
7. Verify control panel settings
8. Audit CPU history
9. Check fire system line integrity
10. Verify operation of fire panel trouble indicator
11. Test fire panel battery backup.
12. Check fire system off-line mode
13. Check alarm and trouble reporting at 4100 panels
14. Clean paging system racks
15. Visual inspection of fire phones
16. Visual inspection of fire alarm detectors
17. Visual inspection of fire alarm pull stations
18. Visual inspection of duct detectors
19. Check auxiliary output controlled devices
20. Check auxiliary input controlled devices
21. Clean cameras
22. Adjust cameras if necessary
23. Clean and adjust CCTV monitors
24. Clean and test security controls
25. Test and clean time lapse DVR's

SEMI-ANNUAL:

1. Test operation and voice clarity of paging/fire phone system
2. Test paging/fire phone call-up function
3. Test and adjust MATV systems
4. Test operation of panic/duress alarms

5. Test all waterflow switches
6. Test all Tamper/OS & Y Switches

ANNUAL:

1. Test automatic switch-over to fire control panel degraded mode
2. Verify operation of each audio speaker
3. Inspect and test audio amplifiers
4. Perform test of all fire panel functions
5. Test and clean each fire phone station
6. Test and clean each smoke Detector
7. Test and clean each fire pull station
8. Verify operation of each horn, siren, door bell
9. Test alarm contact points
10. Check all CCTV connections
11. Check CCTV mounts for stability
12. Clean, test, and adjust all other related devices
13. Test elevator recall function

MAINTENANCE SERVICE PLAN
SOUTH ANNEX JAIL FACILITY

MONTHLY:

1. Visual inspection of CPU
2. Lamp test and replacement
3. Intercom voltage check
4. Visual inspection of UPS for door controls
5. Clean VDT
6. Functional inspection of CCTV systems
7. Functional inspection of security and door controls

QUARTERLY:

1. Clean CPU racks
2. Clean CPU
3. Check Alarm status
4. Visual inspection of 4100 panel
5. Check line integrity of PLC'S
6. Measure 4100 test points
7. Verify control panel settings
8. Check fire system history log
9. Check fire system integrity
10. Test fire panel backup batteries.
11. Verify operation of fire panel trouble indicator
12. Check fire system off-line mode
13. Check alarm and trouble reporting on 4100 panel
14. Check UPS batteries
15. Clean paging system racks
16. Visual inspection of fire detectors
17. Visual inspection of fire alarm pull stations
18. Check auxiliary output controlled devices
19. Check auxiliary input controlled devices
20. Clean and adjust cameras
21. Clean and adjust CCTV monitors
22. Clean and test door security controls
23. Test and clean time lapse DVR's

SEMI-ANNUAL:

1. Test operation and voice clarity of paging system
2. Test and adjust MATV systems
3. Test operation of panic/duress alarms
4. Test all waterflow switches
5. Test all Tamper/OS & Y Switches

ANNUAL:

1. Test automatic switch-over to fire control panel degraded mode
2. Verify operation of each audio speaker
3. Inspect and test audio amplifiers
4. Perform test of all fire panel functions
5. Test and clean each fire phone station
6. Test and clean each smoke detector
7. Test and clean each fire pull station
8. Verify operation of each horn, siren, door bell
9. Test alarm contact points
10. Check all CCTV connections
11. Check CCTV mounts for stability
12. Clean, test, and adjust all other related devices
13. Test fire curtains

MAINTENANCE SERVICE PLAN
SATELLITE JAIL FACILITY

MONTHLY:

1. Visual inspection of fire control panel
2. Lamp test and replacement

QUARTERLY:

1. Check line integrity of fire alarm control panel
2. Measure fire alarm control panel test points
3. Test fire panel battery back-up
4. Verify operation of fire panel trouble indicators
5. Check fire system off-line mode
6. Check alarm and trouble reporting
7. Visual inspection of smoke and heat detectors
8. Visual inspection of manual pull stations
9. Check auxiliary output controlled devices
10. Check auxiliary input controlled devices

SEMI-ANNUAL:

1. Test all waterflow switches

ANNUAL:

1. Perform test of all fire panel functions
2. Test each smoke detector
3. Test and clean each manual pull station
4. Verify operation of each horn, siren or bell
5. Clean, test and adjust all other related devices

MAINTENANCE SERVICE PLAN
SHERIFF'S ADMINISTRATION BUILDING

Provide a monthly, bimonthly, quarterly, and annual service plan for the, Sheriff's Administration Building Main Fire Alarm System, the Sheriff's Administration Building Elevator Recall Fire Alarm, and the Sheriff's Administration Building Halon System – Dispatch Area comparable to that provided to the other three facilities.

COST PROPOSAL

I. BASE PROPOSAL:

The Base Proposal shall include those services specified under the "SCOPE OF WORK" and the "ATTACHMENT A and ATTACHMENT B" section of this RFP and the Vendor's Proposal in response to those sections. The Vendor shall state his/her proposed base fee to perform the services offered under those sections.

This portion of the Cost Proposal shall indicate the monthly base fee for each listed facility, the annual total for each facility and the grand total for each facility over a three (3) year period. The Vendor shall also indicate the grand total for all facilities on a monthly and annual basis as well as a three (3) year period.

II. ADDITIONAL SERVICES:

The COUNTY may require and authorize the CONTRACTOR to provide additional services items not covered by the fees covered under I. above.

The bidder shall include the following with his/her proposal for such Additional Services.

- A. An hourly fee schedule for each classification of worker (Include straight time and overtime).
- B. An explanation of the conditions when overtime rates might apply.
- C. Methodology to be used in determining the price for materials, parts, equipment etc.

III. OTHER SERVICES:

The cost for all services offered but not included under the "Base Proposal" or the "ADDITIONAL SERVICES" sections, as explained above.

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. PROPOSAL IDENTIFICATION SHEET (as provided)
- III. 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.
- IV. TABLE OF CONTENTS
- V. 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.

VI. TRADE SECRET:

A. Sign where required.

VII. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VIII. REFERENCES

IX. PARTICIPATION

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. CHECK LIST

AWARD CRITERIA

I. ENVIRONMENTS

The Vendor's Score as explained under the "ENVIRONMENTS" Section of this RFP.

The vendor's proposal must receive a satisfactory score under this section to qualify for further evaluation. Under item II and III below.

II. 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. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County.

III. COST

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

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 six (6) copies of the RFP have been provided.
4. _____ The completed *Proposal Identification Sheet* as provided with this RFP.
5. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
6. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
7. _____ The completed *Participation Form* as provided with this RFP.
8. _____ The completed *Reference List* as provided with this RFP.
9. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10. _____ 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.	<u>990-5203</u>
Closing Date:	<u>September 18, 2013</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Sheriff Security System</u>

Return Checklist with your RFP response.