

**AGREEMENT**

1 This Agreement for glass replacement, installation, and repair services ("Agreement") is  
2 made and entered into this 25th day of September, 2018 ("Effective Date"), by and between  
3 the County of Fresno, a political subdivision of the State of California ("COUNTY"), and San  
4 Joaquin Glass Company, a California corporation whose corporate address is 2150 E. McKinley  
5 Avenue, Fresno, CA 93703 ("CONTRACTOR"). COUNTY and CONTRACTOR may be referred  
6 to as a "Party" or collectively as "Parties" to this Agreement.  
7

**WITNESSETH**

8 WHEREAS, COUNTY has a need for glass replacement, installation, and repair services;  
9 and  
10

11 WHEREAS, COUNTY issued Request for Quotation (RFQ) No. 19-003, issued on July 30,  
12 2018, for glass replacement, installation, and repair services on an as-needed basis for facilities  
13 located throughout Fresno County;

14 WHEREAS, CONTRACTOR submitted the only overall responsive bid for providing the  
15 services requested in the RFQ; and

16 WHEREAS, the COUNTY evaluated CONTRACTOR's response to the RFQ and  
17 determined that CONTRACTOR is qualified, capable, and willing to perform the work specified in  
18 the RFQ.

19 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties  
20 agree as follows:

**SECTION 1. -- SERVICES**

- 21 A. COUNTY's RFQ and CONTRACTOR's Response, both of which are attached as Exhibits  
22 A and B, respectively, are incorporated by reference and are made a part of this  
23 Agreement.  
24 B. CONTRACTOR shall comply with all applicable Federal, State, County, and City  
25 regulations regarding wages, hours, and working conditions.  
26 C. COUNTY shall provide a COUNTY representative ("County Representative") to represent  
27 the COUNTY who will work with CONTRACTOR to carry out CONTRACTOR's obligations  
28

1 under this Agreement. The County Representative will be the COUNTY's Facilities Division  
2 manager and his or her designees.

3 D. SECURITY – Failure to fully comply with the security requirements as set forth in this  
4 Section 1(D) will be considered a breach of contract and shall result in termination of this  
5 Agreement for default as to the breaching CONTRACTOR only. CONTRACTOR personnel  
6 shall cooperate with all COUNTY Security personnel at all times and shall be subject to and  
7 conform to COUNTY security rules and regulations. Any violations or disregard of these  
8 rules may be cause for denial of access to COUNTY property. COUNTY may change these  
9 policies and procedures at any time, without any prior notice to CONTRACTOR. It is the  
10 CONTRACTOR's responsibility to have the most recent versions of the Exhibits below.

11 1. CONTRACTOR acknowledges that the Juvenile Justice Campus (JJC) and the  
12 Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities are "no-hostage  
13 facilities". CONTRACTOR(s) shall ensure that its employees and any sub-  
14 contractors working in the JJC, and associated facilities, agree to abide by  
15 COUNTY'S rules for a no-hostage facility as set forth in Exhibit C and D, attached  
16 and incorporated by this reference. CONTRACTOR shall plan and execute all work  
17 in such a manner as to prevent a security breach of the JJC and FSCO detention  
18 facilities or any other COUNTY secured facility.

19 2. CONTRACTOR shall comply with all Prison Rape Elimination Act (PREA)  
20 standards for juvenile correctional facilities as set forth in Exhibit E, attached and  
21 incorporated by this reference. The Probation Department shall provide Trainings,  
22 as necessary, at no charge to CONTRACTOR. CONTRACTOR shall comply with  
23 all Probation Department Policies and Procedures. In the event of a dispute  
24 involving COUNTY staff and a CONTRACTOR employee or subcontractor, the on-  
25 duty Facility Administrator will have the final decision. Information on the Prison  
26 Rape Elimination Act can be found at: <http://www.prearesourcecenter.org/>.

27 3. COUNTY may require CONTRACTOR to have their respective staff pass a  
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1 background investigation through the Fresno County's Sheriff – Coroner Office, as  
2 stated in Exhibit F, attached and incorporated by this reference, prior to  
3 commencing services on the specified service request. Decision to require a  
4 background investigation, or lack thereof, will be at the sole discretion of the  
5 COUNTY and will be relayed to CONTRACTOR at time of need.

6 E. In accordance with Labor Code section 1770, et seq., the Director of the Department of  
7 Industrial Relations of the State of California has determined the general prevailing wages  
8 rates and employer payments for health and welfare pension, vacation, travel time and  
9 subsistence pay as provided for in Section 1773.1, apprenticeship or other training  
10 programs authorized by Section 3093, and similar purposes applicable to the work to be  
11 done.

12 Information pertaining to applicable Prevailing Wage Rates may be found on the  
13 website for the State of California – Department of Industrial Relations:

14 <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing  
15 wage rates for apprentices may be found on the website for the State of California –  
16 Department of Industrial Relations:

17 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

18 It shall be mandatory upon the CONTRACTOR and upon any subcontractor to pay  
19 not less than the prevailing wage rates, including overtime and holiday rates, to all workers,  
20 laborers, or mechanics employed on this public work project, including those workers  
21 employed as apprentices. Further, CONTRACTOR and each subcontractor shall comply  
22 with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A  
23 copy of the above-mentioned prevailing wage rates shall be posted by the CONTRACTOR  
24 at the job site where it will be available to any interested party.

25 CONTRACTOR shall comply with Labor Code section 1775 and shall forfeit as a  
26 penalty to COUNTY Two Hundred Dollars (\$200.00) for each calendar day or portions  
27 thereof, for each worker paid less than the prevailing wage rates for the work or craft in  
28

1 which the worker is employed for any work done under this project by CONTRACTOR or  
2 by any subcontractor under CONTRACTOR in violation of Labor Code section 1770, et  
3 seq. In addition to the penalty, the difference between the prevailing wage rates and  
4 amount paid to each worker for each calendar day or portion thereof for which each worker  
5 was paid less than the prevailing wage rate shall be paid to each worker by the  
6 CONTRACTOR or subcontractor.

7 CONTRACTOR and each of their subcontractors shall keep an accurate record  
8 showing the name, address, social security number, work classification, straight time and  
9 overtime hours worked each day and week, and the actual per diem wages paid to each  
10 journeyman, apprentice, worker, or other employee employed by him or her in connection  
11 with this public work project. In accordance with Labor Code section 1776, each payroll  
12 record shall be certified and verified by a written declaration under penalty of perjury stating  
13 that the information within the payroll record is true and correct and that the  
14 CONTRACTOR or subcontractor has complied with the requirements of Labor Code  
15 sections 1771, 1811 and 1815 for any work performed by its employees on this public work  
16 project. These records shall be open at all reasonable hours to inspection by the COUNTY,  
17 its officers and agents, and to the representatives of the State of California – Department of  
18 Industrial Relations, including but not limited to the Division of Labor Standards  
19 Enforcement.

20  
21 H. Licensing – CONTRACTOR shall possess at all times, and maintain proof of, during the  
22 Term of this Agreement, a current State of California contractor's License, Class C-17 or  
23 another license class that covers the work to be performed. CONTRACTOR must  
24 immediately give notice to the COUNTY if this license is suspended or revoked at any time  
25 during the Term of this Agreement. If at any time during the Term of this Agreement,  
26 CONTRACTOR'S license, as described in this Section 1(H), is not in full force and effect,  
27 this shall be grounds for immediate Termination, in accordance with Section 6.  
28

1 **SECTION 2. -- TERM**

2 The initial term of this Agreement shall be for a period of three (3) years, commencing on  
3 December 1, 2018, through and including November 30, 2021 ("Term"). This Agreement may be  
4 extended for two (2) additional consecutive twelve (12) month periods upon written approval of  
5 both COUNTY and CONTRACTOR, no later than thirty (30) days prior to the first day of the next  
6 twelve (12) month extension period. COUNTY's Director of Internal Services/Chief Information  
7 Officer or his or her designee, is authorized to execute such written approval on behalf of COUNTY  
8 based on CONTRACTOR's satisfactory performance.

9 **SECTION 3. -- COMPENSATION**

10 COUNTY shall only provide compensation and payment to CONTRACTOR for work  
11 authorized by the County Representative. This authorization must be in writing. COUNTY agrees  
12 to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with  
13 CONTRACTOR's respective rates provided in Exhibit B. CONTRACTOR shall keep respective  
14 rates provided in Exhibit B fixed for the entire duration of the potential five (5) year agreement. In  
15 the event of a product price decline, CONTRACTOR shall extend such lower prices to the  
16 COUNTY. No single job performed by CONTRACTOR pursuant to this Agreement shall exceed  
17 \$75,000. In no event shall the total compensation paid to CONTRACTOR for the entire potential  
18 five-year term of this Agreement exceed the sum of three hundred sixty thousand dollars  
19 (\$360,000).

20 **SECTION 4. -- INVOICING**

21 CONTRACTOR shall submit invoices in accordance with the rates and charges agreed  
22 upon for the services provided to the COUNTY by the CONTRACTOR during the previous  
23 monthly billing period on the first day of the month. Each invoice shall reference this Agreement  
24 number, date of service, time of arrival and departure, address serviced (building location #,  
25 etc.), description of services provided, number of service hours and hourly rates for services  
26 performed, material(s) used and cost of material(s)/equipment, notice that warranty of any new  
27 material/equipment installed was provided, printed name of County Representative authorizing  
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1 the work, name of vendor technician providing services. Invoices shall be emailed to lsdap-  
2 ar@fresnocountyca.gov or mailed to The County of Fresno, ISD, ATTN: Business Office (A/P  
3 Division), 333 W. Pontiac Way, Clovis, CA 93612. COUNTY shall make payment to  
4 CONTRACTOR no later than forty-five (45) days after receipt and approval of each invoice,  
5 which shall be given upon verification of satisfactory performance.

#### 6 **SECTION 5. -- INDEPENDENT CONTRACTOR**

7  
8 In performance of the work, duties, and obligations assumed by CONTRACTOR under  
9 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all  
10 of CONTRACTOR's officers, agents, subcontractors, and employees shall at all times be acting  
11 and performing as independent contractors, and shall act in an independent capacity and not as  
12 an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.

13 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or  
14 method by which CONTRACTOR shall perform its work and function. However,  
15 CONTRACTOR's methods must be compatible with COUNTY's standards and must result in  
16 satisfactory and timely completion of the work assigned, and the quality and quantity of work  
17 produced must be acceptable to the COUNTY. COUNTY retains the right to verify that  
18 CONTRACTOR is performing their obligations in accordance with this Agreement's terms and  
19 conditions. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and  
20 the rules and regulations, if any, of governmental authorities having jurisdiction over matters  
21 covered by this Agreement.

22 Because of its status as an independent contractor, CONTRACTOR shall have  
23 absolutely no right to employment rights and benefits available to COUNTY employees.  
24 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, their  
25 employees all legally required employee benefits. In addition, CONTRACTOR shall be solely  
26 responsible and shall hold the COUNTY harmless from all matters relating to payment of  
27 CONTRACTORS' employees, including compliance with Social Security withholding, and all  
28 other regulations governing such matters. It is acknowledged that during the term of this

1 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to  
2 this Agreement.

3 **SECTION 6. -- TERMINATION OF AGREEMENT**

4 This Agreement may be terminated for the following reasons:

- 5 A. Non-Allocation of Funds - The terms of this Agreement and any extensions, and the  
6 services to be provided, are contingent on the approval of funds by the appropriating  
7 government agency. If sufficient funds are not allocated, the services provided may be  
8 modified, or this Agreement terminated at any time by giving CONTRACTORS thirty (30)  
9 days advance written notice.
- 10 B. Breach of Contract - COUNTY may immediately suspend or terminate this Agreement in  
11 whole or in part, where in the determination of the COUNTY there is:
- 12 1. An illegal or improper use of funds;
  - 13 2. A failure to comply with any term of this Agreement
  - 14 3. A substantially incorrect or incomplete report submitted to the COUNTY;
  - 15 or
  - 16 4. Improperly performed services.

17 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of  
18 any breach of this Agreement or any default which may then exist on the part of the  
19 CONTRACTOR. Such payment shall not impair or prejudice any remedy to the  
20 COUNTY with respect to the breach or default. COUNTY shall have the right to demand  
21 of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the  
22 CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not  
23 expended in accordance with the terms of this Agreement. CONTRACTOR shall  
24 promptly refund any such funds upon demand.

- 25 C. Without Cause - Under circumstances other than those set forth above, this Agreement  
26 may be terminated by COUNTY by giving thirty (30) days advance written notice of an  
27 intention to terminate to CONTRACTOR. In the event of such termination, COUNTY  
28

1 shall pay CONTRACTOR for satisfactory services or supplies provided up until the date  
2 of termination.

3  
4 **SECTION 7. -- HOLD HARMLESS AND INDEMNIFICATION**

5 CONTRACTOR agree to indemnify, save, hold harmless, and at COUNTY's request  
6 defend the COUNTY, its officers, agents and employees, from any and all costs and expenses  
7 (including attorney's fees and costs), claims, suits, liabilities, losses and damages occurring or  
8 resulting to COUNTY in connection with the performance, or failure to perform, by  
9 CONTRACTOR, their officers, agents or employees under this Agreement, and from any and all  
10 costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses  
11 occurring or resulting to any person, firm or corporation who may be injured or damaged by the  
12 performance, or failure to perform, of CONTRACTOR, their officers, agents, subcontractors,  
13 assigns, or employees under this Agreement. The provisions of this Section 7 shall survive the  
14 termination of this Agreement.

15 **SECTION 8. -- INSURANCE**

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

21 A. **Commercial General Liability**

22 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
23 (\$1,000,000.00) per occurrence and an annual aggregate of Four Million Dollars  
24 (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require  
25 specific coverage including completed operations, product liability, contractual liability,  
26 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed  
27 necessary because of the nature of the contract.

28 B. **Automobile Liability**

1 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
2 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should  
3 include any auto used in connection with this Agreement.

4 C. Worker's Compensation

5 A policy of Worker's Compensation insurance as may be required by the California  
6 Labor Code. CONTRACTOR shall obtain endorsements to the Commercial General Liability  
7 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
8 collectively, as additional insured, but only insofar as the operations under this Agreement are  
9 concerned. Such coverage for additional insured shall apply as primary insurance and any  
10 other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees  
11 shall be excess only and not contributing with insurance provided under CONTRACTOR's  
12 policies herein. This insurance shall not be cancelled or changed without a minimum of thirty  
13 (30) days advance written notice given to COUNTY.

14 Contractor hereby waives its right to recover from County, its officers, agents, and  
15 employees any amounts paid by the policy of worker's compensation insurance required by this  
16 Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may  
17 be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation  
18 under this paragraph is effective whether or not Contractor obtains such an endorsement.

19 Within thirty (30) days from the date CONTRACTOR executes this Agreement,  
20 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all  
21 of the foregoing policies, as required herein, to the County of Fresno, Facility Services, Attn:  
22 Facility Manager, 4590 E. Kings Canyon Road, Fresno, CA 93702, stating that such insurance  
23 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents  
24 and employees will not be responsible for any premiums on the policies; that such Commercial  
25 General Liability insurance names the County of Fresno, its officers, agents and employees,  
26 individually and collectively, as additional insured, but only insofar as the operations under this  
27 Agreement are concerned; that such coverage for additional insured shall apply as primary  
28 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,

1 agents and employees, shall be excess only and not contributing with insurance provided under  
2 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
3 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

#### 10 **SECTION 9. -- MODIFICATION**

11 This Agreement may be modified from time to time by the written consent of all the  
12 parties without, in any way, affecting the remainder.

#### 13 **SECTION 10. -- NON - ASSIGNMENT**

14 CONTRACTOR(S) shall not assign, transfer or sub-contract this Agreement or any of its  
15 respective rights or duties hereunder, without the prior written consent of the COUNTY.

#### 16 **SECTION 11. -- AUDITS AND INSPECTIONS**

17 CONTRACTOR shall at any time during business hours, and as often as the COUNTY  
18 may deem necessary, make available to the COUNTY for examination all of its records and  
19 data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon  
20 request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data  
21 necessary to ensure CONTRACTORS' compliance with the terms of this Agreement. If this  
22 Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the  
23 examination and audit of the California State Auditor for a period of three (3) years after final  
24 payment under contract (Government Code Section 8546.7).

#### 25 **SECTION 12. -- NOTICES**

26 The persons and their addresses having authority to give and receive written notices  
27 under this Agreement include the following:  
28



1 company, limited partnership, partnership or sole proprietorship, in accordance with all  
2 applicable formalities and under California law; (ii) that this Agreement is binding on such entity;  
3 and (iii) that CONTRACTOR (as applicable) is a duly organized and legally existing corporation,  
4 limited liability company, limited partnership, partnership or sole proprietorship in good standing  
5 in the State of California.

6 **SECTION 15. -- GOVERNING LAW**

7 Venue for any action arising out of or relating to this Agreement shall only be in Fresno  
8 County, California. The rights and obligations of the parties and all interpretation and  
9 performance of this Agreement shall be governed in all respects by the laws of the State of  
10 California.

11 **SECTION 16. -- DISCLOSURE OF SELF-DEALING TRANSACTIONS**

12 This provision is only applicable if the CONTRACTOR is operating as a corporation (a  
13 for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR  
14 changes its status to operate as a corporation.

15 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing  
16 transactions that they are a party to while CONTRACTOR is providing goods or performing  
17 services under this agreement. A self-dealing transaction shall mean a transaction to which the  
18 CONTRACTOR is a party and in which one or more of its directors has a material financial  
19 interest. Members of CONTRACTOR'S Board of Directors shall disclose any self-dealing  
20 transactions that they are a party to by completing and signing a *Self-Dealing Transaction*  
21 *Disclosure Form* (Exhibit G) and submitting it to the COUNTY prior to commencing with the self-  
22 dealing transaction or immediately thereafter.

23  
24 **SECTION 18. -- ENTIRE AGREEMENT**

25 This Agreement constitutes the entire agreement between CONTRACTOR and  
26 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement  
27 negotiations, proposals, commitments, writings, advertisements, publications, and  
28 understandings of any nature whatsoever unless expressly included in this Agreement.

1 In the event of any inconsistency in interpreting the documents which constitute this  
2 Agreement, the inconsistency shall be resolved by giving precedence in the following order of  
3 priority: (1) the text of this Agreement, including Exhibits C, D, E, F and G; and (2) The  
4 COUNTY's RFQ, Exhibit A; and (3) CONTRACTOR's response to the RFQ, Exhibit B.

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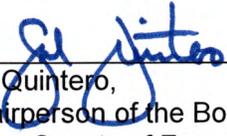
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the  
2 Effective Date.

3  
4 **CONTRACTOR**

5   
6 Steven M. Salcedo, President & Secretary

**COUNTY OF FRESNO**

7   
8 Sal Quintero,  
9 Chairperson of the Board of Supervisors  
10 of the County of Fresno

11 San Joaquin Glass Company  
12 PO BOX 6063  
13 Fresno, CA 93703

**ATTEST:**  
14 Bernice E. Seidel  
15 Clerk of the Board of Supervisors  
16 County of Fresno, State of California

17 By:   
18 Deputy

19 FOR ACCOUNTING USE ONLY:

20 FUND: 1045; 700

21 SUBCLASS: 10000; 15000

22 ORG No.: 8935, 9026

23 Account No.: 7220, 7205  
24  
25  
26  
27  
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# COUNTY OF FRESNO



## REQUEST FOR QUOTATION

### NUMBER: 19-003

# GLASS REPLACEMENT, INSTALLATION AND REPAIR SERVICES

Issue Date: July 30, 2018

**Closing Date: AUGUST 22, 2018 AT 2:00 P.M.**

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Shannon W. Kirby at Phone (559) 600-7116.

### BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFO. Bid must be signed and dated by an authorized officer or employee.

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

- A cash discount of \_\_\_\_\_ % \_\_\_\_\_ days will apply. County does not accept terms less than 15 days.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

( )

( )

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE

PRINT NAME

TITLE

Purchasing Use: SWK:st

ORG/Requisition: 8935 / 1321901007

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## KEY DATES

<b>RFQ Issue Date:</b>	<b>July 30, 2018</b>
<b>Written Questions for RFQ Due:</b>	<b>August 3, 2018 at 10:00 A.M.</b> Questions must be submitted on the Bid Page at Public Purchase.
<b>RFQ Closing Date:</b>	<b>August 22, 2018 at 2:00 P.M.</b> Quotations must be electronically submitted on the Bid Page.

## OVERVIEW

The County of Fresno (County) on behalf of the Internal Services Department, Facility Services Division (Facility Services), is requesting quotations from qualified vendors to provide glass replacement, installation, and repair services on an as-needed in facilities located throughout Fresno County. Vendors interested in submitting a bid must be located in the City of Fresno or Clovis.

This Request for Quotations (RFQ) is intended to award one or more contractors to provide the services described herein. Award will be made to the vendors offering the services deemed to be to the best advantage of the County. The County will be the sole judge in making such determination. Vendors awarded will be put into an agreement for a term of 3-years with two optional 1-year extensions by mutual consent of the Purchasing Manager and the qualified vendors.

Facility Services intends to spend approximately \$360,000 for the potential 5-year term of the agreement. County does not guarantee a minimum or maximum number of jobs, total fees, or any fee to be awarded to a specific vendor during the term of this agreement.

## BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- 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 prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

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

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

- 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 RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to [gcornuelle@FresnoCountyCA.gov](mailto:gcornuelle@FresnoCountyCA.gov). Appeals should address only areas regarding RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the 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 appealing bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the County Administrative Office (CAO) within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

## GENERAL REQUIREMENTS & CONDITIONS

### **LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID**

**PREFERENCE:** The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

**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 quotation and is identified on page one of this Request For Quotation (RFQ).

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by August 3, 2018 at 10:00 A.M., cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Shannon W. Kirby at (559) 600-7116.

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

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

**AWARD:** Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by all parties. Award may require approval by the County of Fresno – Board of Supervisors.

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**CODES AND REGULATIONS:** All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation 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 7.975% regardless of vendor's place of doing business.

**TAXES, PERMITS & FEES:** The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

### **TAXES, CHARGES AND EXTRAS:**

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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

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

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

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

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

**PACKAGING:** Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

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

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

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.

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

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

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

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

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

**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.

**HIPAA:** 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.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ 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 quotation/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.

**SECURITY:** Security is of great concern to the County. Failure to comply with the security requirements below will be considered a breach of security and may result in termination of any ensuing contract for default.

The policies below may change throughout the life of this Agreement, it is the vendor's responsibility to request updates from the County. Compliance is mandatory on the following exhibits:

1. The Prison Rape Elimination Act. See Exhibit A.
2. Probation Juvenile Detention Facilities – No Hostage Policy. See Exhibit B.
3. Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities – No Hostage Policy. See Exhibit C.

Facility Services may also require vendors to comply with "Background Investigations and Identification (ID) Badges, Exhibit D" on an as-need basis for specific County facilities, including but not limited to the County's detention facilities. Request for compliance will be requested from vendor prior to commencing services on the facility in question.

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

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or quotation 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 RFQ, or any competing RFQ, 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.

**INVOICING:** All invoices are to be delivered in duplicate to Facility Services, Attn: Manager, 4590 E. Kings Canyon Road, Fresno, CA 93727. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice. Each vendor will be required to keep legible and detailed documentation on all work performed under this contract. **All documentation must be included in the invoice.** Documentation includes but is not limited to the following items:

- Date of service
- Time of arrival and departure
- Addressed serviced (building location/#, etc.)
- Specific area being serviced (location of the window, etc.)
- Description of services provided
- Number of service hours and hourly rates for services performed
- Material(s) used and cost of materials(s)/equipment
- Notice that warranty of any new material/equipment installed was provided
- Printed name of County representative authorizing the work
- Name of vendor technician providing the service

**PAYMENT:** Upon satisfactory completion of work, specified herein and approval by the County, payment will be made in full. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

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

**ORDERING:** Orders will be placed as required by County of Fresno Facility Services.

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

**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 venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which 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.

**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.

**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 (including attorney's fees and costs), 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 (including attorney's fees and costs), 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.

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

**SAFETY DATA SHEETS:** With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a 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.)

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

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

**DAMAGE TO EXISTING WORK:** Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor. Damage shall be immediately documented and reported to Facility Services (559) 600-7242.

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

**WATER, POWER & TOILET FACILITIES:** Successful bidders may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidders. Successful bidders will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

**COORDINATE WORK WITH OWNER:** Successful bidders shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

**INSPECTION:** All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

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

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

**SAFEGUARDS:** The successful bidders shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

**SB 854:** California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. Please refer to <http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html> for more information.

This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects.

Contractor must submit verification of DIR registration with their quotation. Failure to submit verification may result in their quotation being considered non-responsive.

**PREVAILING WAGES:** The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations:

<http://www.dir.ca.gov/opri/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/opri/pwappwage/PWAppWageStart.asp>

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by Contractor or by any subcontractor under Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Contractor and each subcontractor shall keep an accurate record showing the names, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the Contractor or subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

**BONDS:**

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond.

**BONDING COMPANY:** The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

**COORDINATION AND COMPLETION:** The successful bidders shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidders shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

**GUARANTEE:** The successful bidders shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

**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.

**DEFAULT:** In case of default by the selected bidders, the County may procure the 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.

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

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

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

**OBLIGATIONS OF CONTRACTOR:** Contractor 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.

**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 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.

**AUDITS 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 (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.

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

**BIDDER TO COMPLETE:**

**GUARANTEED PICK UP AND/OR DELIVERY:** Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of hours or days from receipt of order to delivery):

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**ADDITIONAL ITEMS:**

The County may require additional items from those in bid schedule.

Price list for additional items:

A [ ] percent discount from manufacturer's enclosed price list will be allowed on purchases of all additional items.

State name of price list, indicate applicable price column and give effective date of price list here:

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Prices on additional items will be based on successful bidder's firm discount prices from manufacturer's current published price list. Successful bidders will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Purchase Order mailing address:

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**SUBCONTRACTORS:**

List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

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**CONTRACTOR'S LICENSE:**

Bidders to possess appropriate license for the project in accordance with current regulations/statutes.

The bidders shall possess a current State of California contractor's License, Class C-17 or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-17, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

**Number and Class:** \_\_\_\_\_

**Date of Issue:** \_\_\_\_\_

Bidders must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

**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.

## INSURANCE REQUIREMENTS

**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 Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. **Automobile Liability:** Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto 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 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.

### Additional Requirements Relating to Insurance:

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.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

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, Attn: Facility Services manager, 4590 E. Kings Canyon Road, Fresno, CA 93727**, 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.

**BIDDER TO COMPLETE THE FOLLOWING:**

## PARTICIPATION

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

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

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

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

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

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(Authorized Signature)

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Title

## DIR ACKNOWLEDGEMENT

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.

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(Authorized Signature)

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Title

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DIR Number

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.**

**Firm:** \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

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

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

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

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

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

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

## QUOTATION SCHEDULE

A variety of glass sizes are included in this RFQ. The glass types and sizes included are examples of glass types previously purchased.

**Quotes for services below must include all labor, travel, delivery, taxes, permits, and miscellaneous costs associated with the services requested in this RFQ.**

In the section below, bidders must provide cost for the following products.

<u>PRODUCT DESCRIPTION</u>	<u>COST</u>
3/16" Clear Annealed With 20% Solar Silver Film	\$ _____ Per sq. ft.
Weatherstripping	\$ _____ Per ft.
3/4" Diamond Wire Laminated Security Glass	\$ _____ Per sq. ft.
1/4" Clear Mirror	\$ _____ Per sq. ft.
3/4" OA Diamond Wire Over Laminated Security Glass	\$ _____ Per sq. ft.
1/4" Clear Tempered Glass	\$ _____ Per sq. ft.
1" Insulated #14 Tempered/Clear	\$ _____ Per sq. ft.
3/16" Clear Annealed	\$ _____ Per sq. ft.
Back – Rod	\$ _____ Per ft.
Sikka Tubes	\$ _____ Per sq. ft.
3/4" OA Diamond Wire Over Clear Laminated Security Glass	\$ _____ Per sq. ft.
1/4" Clear Plexiglass	\$ _____ Per sq. ft.
3/8 " Clear Plexiglass	\$ _____ Per sq. ft.
1/2" Clear Plexiglass	\$ _____ Per sq. ft.
1" Lexan Plexiglass	\$ _____ Per sq. ft.
1/4" Clear Lexan	\$ _____ Per sq. ft.
3/8" Clear Lexan	\$ _____ Per sq. ft.
1/2" Clear Lexan	\$ _____ Per sq. ft.
1/4" Clear Laminated	\$ _____ Per sq. ft.
1" OA Low E Over Clear Annealed Insulated Unit	\$ _____ Per sq. ft.

**PRODUCT DESCRIPTION**

**COST**

11/16" OA, 1/8" Clear Tempered, 1/4" Lexan, 1/4" Pol Wire	\$ _____	Per sq. ft.
1/4" Clear Plate	\$ _____	Per sq. ft.
1" OA Gray Eclipse Over Clear Annealed (Ref #1 Surf 11/16)	\$ _____	Per sq. ft.
1" OA Tempered Solar Ban 50 Mill Gray	\$ _____	Per sq. ft.
3/16" Clear Lexan	\$ _____	Per sq. ft.
3/4" OA Clear Laminated Security Glass	\$ _____	Per sq. ft.
3/4" OA Diamond Wire Laminated Security Glass	\$ _____	Per sq. ft.
3/4" OA Tempered Bronze Clear	\$ _____	Per sq. ft.
1/8" Clear Annealed Glass With 20% Solar Silver Film	\$ _____	Per sq. ft.
1/4" Clear Annealed With 1" Bevel All	\$ _____	Per inch
1" OA Clear Laminated Security Glass	\$ _____	Per sq. ft.

**HARDWARE DISCOUNT**

A percentage discount from manufacturer's enclosed price list will be allowed on purchases of hardware, parts, and materials. Please indicate how the County will be charged for hardware, parts, and materials (for example, "list -10%, list +10%") and effective date of price list. This agreement will be effective for a potential 5-year term (one 3-year term and two 1-year renewals):

DISCOUNT (%)	EFFECTIVE DATE(S)

Successful bidders will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Facility Services manager within thirty (30) days of its becoming effective.

**HOURLY LABOR RATES**

Itemize your hourly labor rates for ON-SITE technician services only. Labor charges shall commence upon arrival at job site and end upon departure from job site. Labor charges shall remain fixed for the entire

duration of the contract.

**Quotes for services below must include all travel, delivery, taxes, permits, and miscellaneous costs associated with the services requested in this RFQ.**

EMPLOYEE TITLE & SERVICE DESCRIPTION	NORMAL BUSINESS HOURS (7 A.M. – 5 P.M.)	OVERTIME HOURS (NON-BUSINESS HOURS)
Installation services	\$ _____ per hour	\$ _____ per hour
Board-up services	\$ _____ per hour	\$ _____ per hour
	\$ _____ per hour	\$ _____ per hour
	\$ _____ per hour	\$ _____ per hour
	\$ _____ per hour	\$ _____ per hour

**OTHER SERVICES & PRODUCTS**

If bidder is capable of performing any chargeable materials or services associated with the scope of work outlined in this RFQ and Quotation Schedule, please state the description of the service bidder is capable of providing and method of determining prices. This can include blackout film, clear tempered glass, smoked tempered glass, security filming, and UV protective tint. The pricing formula will become a part of the ensuing contract and will be used when determining future prices.

SERVICE TYPE	PRICING METHODOLOGY
*Blackout Film	
*Clear Tempered Glass	
*Smoked Tempered Glass	
*Security Filming	
*UV Protective Tint	

**DELIVERY**

Please indicate guaranteed delivery of products to County (i.e. number of hours or days from receipt of order to delivery to County):

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## CHECK LIST

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

*Check off each of the following:*

1. \_\_\_\_\_ The Request for Quotation (RFQ) has been signed and completed.
2. \_\_\_\_\_ Addenda, if any, have been signed and included in the bid package.
3. \_\_\_\_\_ The completed *Reference List* as provided with this RFQ.
4. \_\_\_\_\_ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. \_\_\_\_\_ The *Participation* page as provided within this RFQ has been signed and included
7. \_\_\_\_\_ *Bidder to Complete* page as provided with this RFQ.
8. \_\_\_\_\_ Verification of Department of Industrial Relations Contractor Registration.
9. \_\_\_\_\_ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
10. \_\_\_\_\_ Return checklist with RFQ response.
11. \_\_\_\_\_ **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

## EXHIBITS

- A.** The Prison Rape Elimination Act (PREA)
- B.** No Hostage Situations
- C.** No Hostage Policy
- D.** Background Investigation and Identification (ID) Badges

## THE PRISON RAPE ELIMINATION (PREA) ACT

All bidders **must comply** with the Prison Rape Elimination (PREA) Act as stated below:

“CONTRACTOR shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation at no charge to CONTRACTOR.” “CONTRACTOR will ensure that all staff assigned to work at the Juvenile Justice Campus (JJC) undergo a pre-employment Live Scan and criminal background security clearance by the Probation Department at no charge to CONTRACTOR. No alcoholic beverages/drugs will be brought into any facility. Nor will anyone under the influence of alcoholic beverages or drugs be allowed inside. In the event of any disturbance inside the facilities, the CONTRACTOR’S employees will immediately follow the orders of the Facility Administrator or his/her designees.

CONTRACTOR shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving COUNTY staff and the contract employee, the on-duty Facility Administrator will have the final decision.” **INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE:**

<http://www.prearesourcecenter.org/>

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## NO HOSTAGE SITUATIONS



### California Code of Regulations

**Subject: Hostage Situations**

**Policy Number: 326.0**

**Page: 1 of 2**

**Date Originated: April 1, 2004**

**Date Revised: February 1, 2008**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

#### **I. HOSTAGE SITUATION PROCEDURES**

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
  1. Summon assistance from other officers as required.
  2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
  3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
  4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
  5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.

- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:
  - 1. The number and identity of both the hostages and hostage takers;
  - 2. Any known weapons possessed by the hostage takers;
  - 3. The demands of the hostagetakers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

## **II. PARENTAL AND MEDIA INFORMATION**

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

## **III. SECURITY AND OPERATIONAL REVIEW**

Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

## NO HOSTAGE POLICY

EFFECTIVE DATE: 12-18-89      REVISED: 08-06-90, 12-25-94, 05-06-96, 09-01-99,  
12-01-10

APPROVED BY:      Sheriff M. Mims      BY: Assistant Sheriff T. Gattie

AUTHORITY: California Code of Regulations, Title 15, Section 1029(a)(7)(B) and Penal Code Section 236.

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### PURPOSE:

The purpose of this policy is to establish procedures which provide for the resolution of a hostage-taking incident while preserving the safety of staff, public, inmates, and hostages, and maintaining facility security.

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### POLICY:

The Fresno County Sheriff's Office Jail Division maintains a **NO HOSTAGE FACILITY** and will not consider bargaining with hostage takers for ANY reason.

It is the policy of the Fresno County Sheriff's Office Jail Division that once any staff member is taken hostage, they immediately lose their authority and any orders issued by that person will not be followed regardless of their rank or status.

It is the policy of the Fresno County Sheriff's Office Jail Division that the primary responsibility of all staff members in a hostage situation is to protect every person involved, if possible, from serious injury or death.

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### PROCEDURES:

#### I. DEFINITION

**HOSTAGE SITUATION:** any staff member, citizen or inmate held against their will by another person for the purpose of escape, monetary gain or any reason which may place an individual in danger of losing life or suffering serious injury.

#### II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY)

## BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

### Background Investigations

Prior to the beginning of any services, one (1) background check may be required for every member of the Contractor's personnel providing services to a building location for the life of the agreement. The background check may be required before access is given to any County facility/property. Clearance will only be granted after a successful background check, completed by the County of Fresno Sheriff's Department. Background checks provided by any agency other than the County of Fresno Sheriff's Department will not be accepted.

The current cost of a background check is \$52 per person. This cost will be incurred by the successful Bidder. One check covering the cost of background checks for all employees shall be made payable to: Sheriff, County of Fresno. The successful bidder will be notified regarding the result of background checks. Those that are accepted will report to County of Fresno Security to have their photo taken and ID badge issued.

Background checks are done on a first-come, first serve basis between the hours of 7:00 a.m and 12:00 noon. Monday through Friday. The process takes approximately 20 minutes time. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), dependent upon the individual's history.

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

When required by County, applicants' background checks must be approved prior to entering any County facility. Approval will not be granted to any individual possessing any of the following circumstances:

1. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. They have ever been charged with a felony or are currently under investigation for a felony.
3. They are charged with or convicted of any crime committed in or at a correctional institution.
4. They are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. They have been refused a license as a private investigator or had such license revoked.
6. They have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record on their application.
7. Make omissions or false statements on their application.
8. They have no valid reason for entering a facility.
9. Their admission into a facility could represent a threat to security, staff or inmate safety.
10. Further information regarding the criteria for background check clearance, including an appeal for process for someone who may be denied clearance is available upon request.

**RFQ 19-003 EXHIBIT D**Identification (ID) Badges

The successful bidder's employees will be issued a badge that must be worn and be visible at all times during performance of work in any County building to identify the wearer as an individual who is authorized to enter County facilities.

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The successful Bidder shall pay \$11.99 per individual badge by submitting one check covering the cost for all the Bidder's employees made payable to: County of Fresno, Security.
3. Costs for ID badges are established by County Auditor and fluctuate annually, therefore the cost of obtaining a new ID badge for a Bidder's new employee may not remain the same throughout the contract term.
4. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
5. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will assume all responsibility for their employee's use of and the return of the County ID badges.
6. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.

# COUNTY OF FRESNO



## REQUEST FOR QUOTATION

NUMBER: 19-003

## GLASS REPLACEMENT, INSTALLATION AND REPAIR SERVICES

**Issue Date: July 30, 2018**

**Closing Date: AUGUST 22, 2018 AT 2:00 P.M.**

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Shannon W. Kirby at Phone (559) 600-7116.

### BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFQ.  
Bid must be signed and dated by an authorized officer or employee.

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

- A cash discount of \_\_\_\_\_ % \_\_\_\_\_ days will apply. County does not accept terms less than 15 days.

San Joaquin Glass Co., Inc.

COMPANY

2150 E. McKinley Ave.

ADDRESS

Fresno,

CITY

CA

93703

STATE

ZIP CODE

(559) 268-7646

TELEPHONE NUMBER

(559) 268-3321

FACSIMILE NUMBER

anthony@sjglass.com

E-MAIL ADDRESS

Anthony Salcedo

SIGNATURE

Digitally signed by Anthony Salcedo  
 DN: cn=Anthony Salcedo, o=San Joaquin Glass Co., Inc., ou, email=anthony@sjglass.com, c=US  
 Date: 2018.08.14 13:50:42 -0700

Anthony Salcedo

PRINT NAME

Vice President

TITLE

Purchasing Use: SWK:st

ORG/Requisition: 8935 / 1321901007

Quotation No. 19-003

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## KEY DATES

**RFQ Issue Date:** July 30, 2018

**Written Questions for RFQ Due:** August 3, 2018 at 10:00 A.M.  
Questions must be submitted on the Bid Page at Public Purchase.

**RFQ Closing Date:** August 22, 2018 at 2:00 P.M.  
Quotations must be electronically submitted on the Bid Page.

## OVERVIEW

The County of Fresno (County) on behalf of the Internal Services Department, Facility Services Division (Facility Services), is requesting quotations from qualified vendors to provide glass replacement, installation, and repair services on an as-needed in facilities located throughout Fresno County. Vendors interested in submitting a bid must be located in the City of Fresno or Clovis.

This Request for Quotations (RFQ) is intended to award one or more contractors to provide the services described herein. Award will be made to the vendors offering the services deemed to be to the best advantage of the County. The County will be the sole judge in making such determination. Vendors awarded will be put into an agreement for a term of 3-years with two optional 1-year extensions by mutual consent of the Purchasing Manager and the qualified vendors.

Facility Services intends to spend approximately \$360,000 for the potential 5-year term of the agreement. County does not guarantee a minimum or maximum number of jobs, total fees, or any fee to be awarded to a specific vendor during the term of this agreement.

## BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- 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 prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

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

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

- 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 RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to [gcornuelle@FresnoCountyCA.gov](mailto:gcornuelle@FresnoCountyCA.gov). Appeals should address only areas regarding RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the 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 appealing bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the County Administrative Office (CAO) within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

Quotation No. 19-003

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## GENERAL REQUIREMENTS & CONDITIONS

### LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

**PREFERENCE:** The Local Vendor Preference and Disabled Veteran Business Enterprise Preference do not apply to this Request for Quotation.

**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 quotation and is identified on page one of this Request For Quotation (RFQ).

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by August 3, 2018 at 10:00 A.M., cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Shannon W. Kirby at (559) 600-7116.

**NOTE:** Time constraints will prevent County from responding to questions submitted after the cut-off date.

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

**AWARD:** Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by all parties. Award may require approval by the County of Fresno – Board of Supervisors.

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**CODES AND REGULATIONS:** All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation 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 7.975% regardless of vendor's place of doing business.

**TAXES, PERMITS & FEES:** The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

### TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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

**Quotation No. 19-003****Page 6**

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

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

**MERCHANDISE RETURNABLE FOR FULL CREDIT:** ~~Bidder agrees to accept for full credit any merchandise sold by him on contract or award resulting from this bid, if returned in good condition by the County.~~ **Special order items are not eligible for return**

**GUARANTEE AGAINST DEFECTS:** ~~All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.~~ **Any potential defects or flaws in material are to be graded upon industry standards.**

**PACKAGING:** Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

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

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

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.

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

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

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

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

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

**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.

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**HIPAA:** 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.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ 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 quotation/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.

**SECURITY:** Security is of great concern to the County. Failure to comply with the security requirements below will be considered a breach of security and may result in termination of any ensuing contract for default.

The policies below may change throughout the life of this Agreement, it is the vendor's responsibility to request updates from the County. Compliance is mandatory on the following exhibits:

1. The Prison Rape Elimination Act. See Exhibit A.
2. Probation Juvenile Detention Facilities – No Hostage Policy. See Exhibit B.
3. Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities – No Hostage Policy. See Exhibit C.

Facility Services may also require vendors to comply with "Background Investigations and Identification (ID) Badges, Exhibit D" on an as-need basis for specific County facilities, including but not limited to the County's detention facilities. Request for compliance will be requested from vendor prior to commencing services on the facility in question.

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

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or quotation 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.

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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 RFQ, or any competing RFQ, 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.

**INVOICING:** All invoices are to be delivered in duplicate to Facility Services, Attn: Manager, 4590 E. Kings Canyon Road, Fresno, CA 93727. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice. Each vendor will be required to keep legible and detailed documentation on all work performed under this contract. **All documentation must be included in the invoice.** Documentation includes but is not limited to the following items:

- Date of service
- Time of arrival and departure
- Addressed serviced (building location/#, etc.)
- Specific area being serviced (location of the window, etc.)
- Description of services provided
- Number of service hours and hourly rates for services performed
- Material(s) used and cost of materials(s)/equipment
- Notice that warranty of any new material/equipment installed was provided
- Printed name of County representative authorizing the work
- Name of vendor technician providing the service

**PAYMENT:** Upon satisfactory completion of work, specified herein and approval by the County, payment will be made in full. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

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

**ORDERING:** Orders will be placed as required by County of Fresno Facility Services.

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

**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 venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which 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.

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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.

**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.

**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 (including attorney's fees and costs), 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 (including attorney's fees and costs), 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.

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

**SAFETY DATA SHEETS:** With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a 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.)

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

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

**DAMAGE TO EXISTING WORK:** Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor. Damage shall be immediately documented and reported to Facility Services (559) 600-7242.

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

**WATER, POWER & TOILET FACILITIES:** Successful bidders may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidders. Successful bidders will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

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**COORDINATE WORK WITH OWNER:** Successful bidders shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

**INSPECTION:** All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

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

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

**SAFEGUARDS:** The successful bidders shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

**SB 854:** California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. Please refer to <http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html> for more information.

This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects.

Contractor must submit verification of DIR registration with their quotation. Failure to submit verification may result in their quotation being considered non-responsive.

**PREVAILING WAGES:** The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations:

<http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

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Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by Contractor or by any subcontractor under Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Contractor and each subcontractor shall keep an accurate record showing the names, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the Contractor or subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

**BONDS:**

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond.

**BONDING COMPANY:** The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

**COORDINATION AND COMPLETION:** The successful bidders shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidders shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

**GUARANTEE:** The successful bidders shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

**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.

**DEFAULT:** In case of default by the selected bidders, the County may procure the 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.

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

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

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

**OBLIGATIONS OF CONTRACTOR:** Contractor 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.

**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 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.

**AUDITS 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 (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.

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

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**BIDDER TO COMPLETE:**

**GUARANTEED PICK UP AND/OR DELIVERY:** Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of hours or days from receipt of order to delivery):  
To be determined depending on if material that is ordered is in stock or has to be special ordered.

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**ADDITIONAL ITEMS:**

The County may require additional items from those in bid schedule.

Price list for additional items:

A [ ] percent discount from manufacturer's enclosed price list will be allowed on purchases of all additional items.

State name of price list, indicate applicable price column and give effective date of price list here:

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Prices on additional items will be based on successful bidder's firm discount prices from manufacturer's current published price list. Successful bidders will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Purchase Order mailing address:

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**SUBCONTRACTORS:**

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

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**Quotation No. 19-003****Page 14****CONTRACTOR'S LICENSE:**

Bidders to possess appropriate license for the project in accordance with current regulations/statutes.

The bidders shall possess a current State of California contractor's License, Class C-17 or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-17, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

**Number and Class:** C-17 #248167

**Date of Issue:** 5/31/1967

Bidders must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

**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.

## INSURANCE REQUIREMENTS

**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 Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract. *Limits are met when combining umbrella limits to the general liability. Please confirm in writing that this is acceptable.*
- B. **Automobile Liability:** Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto 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 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.

### Additional Requirements Relating to Insurance:

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.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

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, Attn: Facility Services manager, 4590 E. Kings Canyon Road, Fresno, CA 93727**, 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.

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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.

Our General Liability and Umbrella policies are with non-admitted carriers. There are not any admitted carriers that will quote for our exposures.

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**BIDDER TO COMPLETE THE FOLLOWING:**

**PARTICIPATION**

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

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

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

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

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

Anthony Salcedo

Digitally signed by Anthony Salcedo  
DN: cn=Anthony Salcedo, o=San Joaquin Glass Co., Inc., ou, email=anthony@sjglass.com, c=US  
Date: 2018.08.14 13:51:21 -07'00'

(Authorized Signature)

Vice President

Title

**DIR ACKNOWLEDGEMENT**

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.

Anthony Salcedo

Digitally signed by Anthony Salcedo  
DN: cn=Anthony Salcedo, o=San Joaquin Glass Co., Inc., ou, email=anthony@sjglass.com, c=US  
Date: 2018.08.14 13:51:31 -07'00'

(Authorized Signature)

Vice President

Title

1000010471

DIR Number

Quotation No. 19-003

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**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.**Firm: San Joaquin Glass Co., Inc.**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: Kawneer Company Contact: Paula Nixon  
 Address: 7200 Doe Ave  
 City: Visalia State: CA Zip: 93277  
 Phone No.: ( 770 ) 840-6447 Date: \_\_\_\_\_  
 Service Provided: Storefront aluminum frames and doors

Reference Name: Viracon Contact: Melissa  
 Address: P.O. Box 86  
 City: Minneapolis State: MN Zip: 55486  
 Phone No.: ( 800 ) 533-2080 Date: \_\_\_\_\_  
 Service Provided: Glass products

Reference Name: OldCastle Building Envelope Contact: Larry  
 Address: 816 Kiernan Ave  
 City: Modesto State: CA Zip: 95356  
 Phone No.: ( 510 ) 257-8002 Date: \_\_\_\_\_  
 Service Provided: Storefront aluminum frames and doors as well as glass products

Reference Name: PRL Contact: \_\_\_\_\_  
 Address: 13644 Nelson Ave.  
 City: City of Industry State: CA Zip: 91746  
 Phone No.: ( 800 ) 433-7044 Date: \_\_\_\_\_  
 Service Provided: Glass products

Reference Name: Glass Fab Tempering Service Contact: Barbara  
 Address: 1448 Mariani Ct.,  
 City: Tracy State: CA Zip: 95376  
 Phone No.: ( 209 ) 229-1060 Date: \_\_\_\_\_  
 Service Provided: Glass Products

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

Quotation No. 19-003

Page 19

## QUOTATION SCHEDULE

A variety of glass sizes are included in this RFQ. The glass types and sizes included are examples of glass types previously purchased.

**Quotes for services below must include all labor, travel, delivery, taxes, permits, and miscellaneous costs associated with the services requested in this RFQ.**

In the section below, bidders must provide cost for the following products.

<u>PRODUCT DESCRIPTION</u>	<u>COST</u>	
3/16" Clear Annealed With 20% Solar Silver Film	\$ <u>13.09</u>	Per sq. ft
Weatherstripping	\$ <u>Depends on style, must quote</u>	Per ft.
3/4" Diamond Wire Laminated Security Glass	\$ <u>Budget \$115.00</u>	Per sq. ft.
1/4" Clear Mirror	\$ <u>6.27</u>	Per sq. ft.
3/4" OA Diamond Wire Over Laminated Security Glass	\$ <u>Budget \$115.00</u>	Per sq. ft.
1/4" Clear Tempered Glass	\$ <u>6.98</u>	Per sq. ft.
1" Insulated #14 Tempered/Clear	\$ <u>17.60</u>	Per sq. ft.
3/16" Clear Annealed	\$ <u>4.27</u>	Per sq. ft.
Back – Rod	\$ <u>.85</u>	Per ft.
Sikka Tubes	\$ <u>9.25 EACH</u>	Per sq. ft.
3/4" OA Diamond Wire Over Clear Laminated Security Glass	\$ <u>Budget \$115.00</u>	Per sq. ft.
1/4" Clear Plexiglass	\$ <u>10.00</u>	Per sq. ft.
3/8 " Clear Plexiglass	\$ <u>14.00</u>	Per sq. ft.
1/2" Clear Plexiglass	\$ <u>18.00</u>	Per sq. ft.
1" Lexan Plexiglass	\$ <u>N/A</u>	Per sq. ft.
1/4" Clear Lexan	\$ <u>18.00</u>	Per sq. ft.
3/8" Clear Lexan	\$ <u>25.00</u>	Per sq. ft.
1/2" Clear Lexan	\$ <u>30.00</u>	Per sq. ft.
1/4" Clear Laminated	\$ <u>9.57</u>	Per sq. ft.
1" OA Low E Over Clear Annealed Insulated Unit	\$ <u>13.52</u>	Per sq. ft.

**PRODUCT DESCRIPTION**

**COST**

11/16" OA, 1/8" Clear Tempered, 1/4" Lexan, 1/4" Pol Wire	\$ <u>Budget \$120.00</u>	Per sq. ft.
1/4" Clear Plate	\$ <u>4.50</u>	Per sq. ft.
1" OA Gray Eclipse Over Clear Annealed (Ref #1 Surf 11/16)	\$ <u>19.84</u>	Per sq. ft.
1" OA Tempered Solar Ban 50 Mill Gray	\$ <u>16.50</u>	Per sq. ft.
3/16" Clear Lexan	\$ <u>12.00</u>	Per sq. ft.
3/4" OA Clear Laminated Security Glass	\$ <u>Budget \$112.00</u>	Per sq. ft.
3/4" OA Diamond Wire Laminated Security Glass	\$ <u>Budget \$118.00</u>	Per sq. ft.
3/4" OA Tempered Bronze Clear	\$ <u>9.31</u>	Per sq. ft.
1/8" Clear Annealed Glass With 20% Solar Silver Film	\$ <u>9.66</u>	Per sq. ft.
1/4" Clear Annealed With 1" Bevel All	\$ <u>4.50 per sq. foot and \$.35</u>	Per inch
1" OA Clear Laminated Security Glass	\$ <u>Budget \$110.00</u>	Per sq. ft.

**HARDWARE DISCOUNT**

A percentage discount from manufacturer's enclosed price list will be allowed on purchases of hardware, parts, and materials. Please indicate how the County will be charged for hardware, parts, and materials (for example, "list -10%, list +10%") and effective date of price list. This agreement will be effective for a potential 5-year term (one 3-year term and two 1-year renewals):

DISCOUNT (%)	EFFECTIVE DATE(S)
List <15%>	

Successful bidders will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Facility Services manager within thirty (30) days of its becoming effective.

**HOURLY LABOR RATES**

Itemize your hourly labor rates for ON-SITE technician services only. Labor charges shall commence upon arrival at job site and end upon departure from job site. Labor charges shall remain fixed for the entire

**Quotation No. 19-003**

duration of the contract.

**Quotes for services below must include all travel, delivery, taxes, permits, and miscellaneous costs associated with the services requested in this RFQ.**

EMPLOYEE TITLE & SERVICE DESCRIPTION	7:00 AM - 4:00 PM NORMAL BUSINESS HOURS <del>(7 A.M. - 5 P.M.)</del>	OVERTIME HOURS (NON-BUSINESS HOURS)
Installation services	\$ <u>95.00</u> per hour	\$ _____ per hour
Board-up services <i>Same Rates as Installation</i>	\$ _____ per hour	\$ _____ per hour
Overtime (4:00pm to 12:00am) Monday thru Friday and weekends	\$ <u>142.50</u> per hour	\$ _____ per hour
Premium Rate (after 12am - 6:00am weeknights, weekends and holidays)	\$ <u>190.00</u> per hour	\$ _____ per hour
	\$ _____ per hour	\$ _____ per hour

**OTHER SERVICES & PRODUCTS**

If bidder is capable of performing any chargeable materials or services associated with the scope of work outlined in this RFQ and Quotation Schedule, please state the description of the service bidder is capable of providing and method of determining prices. This can include blackout film, clear tempered glass, smoked tempered glass, security filming, and UV protective tint. The pricing formula will become a part of the ensuing contract and will be used when determining future prices.

SERVICE TYPE	PRICING METHODOLOGY
*Blackout Film	square foot pricing - must quote
*Clear Tempered Glass	square foot pricing - depends on thickness
*Smoked Tempered Glass	square foot pricing - depends on thickness
*Security Filming	square foot pricing - depends on level
*UV Protective Tint	square foot pricing - must quote

**DELIVERY**

Please indicate guaranteed delivery of products to County (i.e. number of hours or days from receipt of order to delivery to County):

Depends on material ordered. If in stock it will be much quicker than if ordered. Approximate lead time to be determined at time of order.

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## CHECK LIST

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

*Check off each of the following:*

1.  The Request for Quotation (RFQ) has been signed and completed.
2.  Addenda, if any, have been signed and included in the bid package.
3.  The completed *Reference List* as provided with this RFQ.
4.  The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5.  Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6.  The *Participation* page as provided within this RFQ has been signed and included
7.  *Bidder to Complete* page as provided with this RFQ.
8.  Verification of Department of Industrial Relations Contractor Registration.
9.  Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
10.  Return checklist with RFQ response.
11.  **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

## **EXHIBITS**

- A. The Prison Rape Elimination Act (PREA)
- B. No Hostage Situations
- C. No Hostage Policy
- D. Background Investigation and Identification (ID) Badges

## **THE PRISON RAPE ELIMINATION (PREA) ACT**

All bidders must comply with the Prison Rape Elimination (PREA) Act as stated below:

"CONTRACTOR shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation at no charge to CONTRACTOR." "CONTRACTOR will ensure that all staff assigned to work at the Juvenile Justice Campus (JJC) undergo a pre-employment Live Scan and criminal background security clearance by the Probation Department at no charge to CONTRACTOR. No alcoholic beverages/drugs will be brought into any facility. Nor will anyone under the influence of alcoholic beverages or drugs be allowed inside. In the event of any disturbance inside the facilities, the CONTRACTOR'S employees will immediately follow the orders of the Facility Administrator or his/her designees.

CONTRACTOR shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving COUNTY staff and the contract employee, the on-duty Facility Administrator will have the final decision." **INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE:**

<http://www.prearesourcecenter.org/>

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## NO HOSTAGE SITUATIONS



### California Code of Regulations

**Subject:** Hostage Situations

**Policy Number:** 326.0

**Page:** 1 of 2

**Date Originated:** April 1, 2004

**Date Revised:** February 1, 2008

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

#### **I. HOSTAGE SITUATION PROCEDURES**

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
  1. Summon assistance from other officers as required.
  2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
  3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
  4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
  5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.

**RFQ 19-003EXHIBIT B**

- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:
  - 1. The number and identity of both the hostages and hostage takers;
  - 2. Any known weapons possessed by the hostage takers;
  - 3. The demands of the hostagetakers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

**II. PARENTAL AND MEDIA INFORMATION**

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

**III. SECURITY AND OPERATIONAL REVIEW**

Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

## NO HOSTAGE POLICY

EFFECTIVE DATE: 12-18-89      REVISED: 08-06-90, 12-25-94, 05-06-96, 09-01-99,  
12-01-10

APPROVED BY: Sheriff M. Mims      BY: Assistant Sheriff T. Gattie

AUTHORITY: California Code of Regulations, Title 15, Section 1029(a)(7)(B) and Penal Code Section 236.

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### PURPOSE:

The purpose of this policy is to establish procedures which provide for the resolution of a hostage-taking incident while preserving the safety of staff, public, inmates, and hostages, and maintaining facility security.

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### POLICY:

The Fresno County Sheriff's Office Jail Division maintains a **NO HOSTAGE FACILITY** and will not consider bargaining with hostage takers for ANY reason.

It is the policy of the Fresno County Sheriff's Office Jail Division that once any staff member is taken hostage, they immediately lose their authority and any orders issued by that person will not be followed regardless of their rank or status.

It is the policy of the Fresno County Sheriff's Office Jail Division that the primary responsibility of all staff members in a hostage situation is to protect every person involved, if possible, from serious injury or death.

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### PROCEDURES:

#### I. DEFINITION

**HOSTAGE SITUATION:** any staff member, citizen or inmate held against their will by another person for the purpose of escape, monetary gain or any reason which may place an individual in danger of losing life or suffering serious injury.

#### II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY)

## **BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES**

### Background Investigations

Prior to the beginning of any services, one (1) background check may be required for every member of the Contractor's personnel providing services to a building location for the life of the agreement. The background check may be required before access is given to any County facility/property. Clearance will only be granted after a successful background check, completed by the County of Fresno Sheriff's Department. Background checks provided by any agency other than the County of Fresno Sheriff's Department will not be accepted.

The current cost of a background check is \$52 per person. This cost will be incurred by the successful Bidder. One check covering the cost of background checks for all employees shall be made payable to: Sheriff, County of Fresno. The successful bidder will be notified regarding the result of background checks. Those that are accepted will report to County of Fresno Security to have their photo taken and ID badge issued.

Background checks are done on a first-come, first serve basis between the hours of 7:00 a.m and 12:00 noon. Monday through Friday. The process takes approximately 20 minutes time. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), dependent upon the individual's history.

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

When required by County, applicants' background checks must be approved prior to entering any County facility. Approval will not be granted to any individual possessing any of the following circumstances:

1. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. They have ever been charged with a felony or are currently under investigation for a felony.
3. They are charged with or convicted of any crime committed in or at a correctional institution.
4. They are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. They have been refused a license as a private investigator or had such license revoked.
6. They have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record on their application.
7. Make omissions or false statements on their application.
8. They have no valid reason for entering a facility.
9. Their admission into a facility could represent a threat to security, staff or inmate safety.
10. Further information regarding the criteria for background check clearance, including an appeal for process for someone who may be denied clearance is available upon request.

**RFQ 19-003 EXHIBIT D**Identification (ID) Badges

The successful bidder's employees will be issued a badge that must be worn and be visible at all times during performance of work in any County building to identify the wearer as an individual who is authorized to enter County facilities.

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The successful Bidder shall pay \$11.99 per individual badge by submitting one check covering the cost for all the Bidder's employees made payable to: County of Fresno, Security.
3. Costs for ID badges are established by County Auditor and fluctuate annually, therefore the cost of obtaining a new ID badge for a Bidder's new employee may not remain the same throughout the contract term.
4. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
5. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will assume all responsibility for their employee's use of and the return of the County ID badges.
6. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.

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## NO HOSTAGE SITUATIONS



### California Code of Regulations

**Subject: Hostage Situations**

**Policy Number: 326.0**

**Page: 1 of 2**

**Date Originated: April 1, 2004**

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EXHIBIT C

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EFFECTIVE DATE: 12-18-89      REVISED: 08-06-90, 12-25-94, 05-06-96, 09-01-99,  
12-01-10

APPROVED BY:      Sheriff M. Mims      BY: Assistant Sheriff T. Gattie

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## BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

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Background checks are done on a first-come, first serve basis between the hours of 7:00 a.m and 12:00 noon. Monday through Friday. The process takes approximately 20 minutes time. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), dependent upon the individual's history.

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1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The successful Bidder shall pay \$11.99 per individual badge by submitting one check covering the cost for all the Bidder's employees made payable to: County of Fresno, Security.
3. Costs for ID badges are established by County Auditor and fluctuate annually, therefore the cost of obtaining a new ID badge for a Bidder's new employee may not remain the same throughout the contract term.
4. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
5. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will assume all responsibility for their employee's use of and the return of the County ID badges.
6. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.

1 **EXHIBIT G**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),  
4 members of a contractor's board of directors (hereinafter referred to as "County Contractor"),  
5 must disclose any self-dealing transactions that they are a party to while providing goods,  
6 performing services, or both for the County. A self-dealing transaction is defined below:

7 *"A self-dealing transaction means a transaction to which the corporation is a party and in*  
8 *which one or more of its directors has a material financial interest"*

9 The definition above will be utilized for purposes of completing this disclosure form.

10 INSTRUCTIONS

11 (1) Enter board member's name, job title (if applicable), and date this disclosure is being  
12 made.

13 (2) Enter the board member's company/agency name and address.

14 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to  
15 the County. At a minimum, include a description of the following:

16 a. The name of the agency/company with which the corporation has the  
17 transaction; and

18 b. The nature of the material financial interest in the Corporation's transaction that  
19 the board member has.

20 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable  
21 provisions of the Corporations Code.

22 (5) Form must be signed by the board member that is involved in the self-dealing  
23 transaction described in Sections (3) and (4).

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**(1) Company Board Member Information:**

	Date:	

**(2) Company/Agency Name and Address:**

**(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):**

**(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):**

**(5) Authorized Signature**

Signature:		Date:	
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