CONTRACT INFORMATION SHEET

DATE: July 6, 2015

Contract No.:	P-15-303-C	***************************************	Vendo	or Number:	0000130372			
Contract Title:	Closed Circu	it Television	Name	/Address:	Integrated Electronics			
	Services		*********		2576 N. Bundy Drive			
	***************************************		*****		Fresno, CA 93727			
Contract Perio	d: 06/19/2015	- 06/18/201	8_ Repre	sentative:	Norm Dimick			
Using Agencie	s: ISD - Securit	:y	Phone	No.:	559.458.7250			
			Email		norman@integratedfresno.com			
Terms:	Net 45							
Total Contract Amt.:	*\$300,000.00)	****					
Buyer Name:	S.W. Kirby	***************************************						
Requisition No	890515076	4	Org:	8970	į			
	41174		Super	sedes:				
X NEW	Account on the contract of the	RENEWAL X REF	ERENCE (RFQ#	DJUSTMENT #/RFP#) _	RFQ 990-5345			
		lation for the Cour			s, taxes, insurance, etc. required to perform CTV) systems. The County of Fresno has			
*Total contract amo	unt is made up of an est	imated \$225,000.0	00 in parts and \$	75,000.00 in lab	Or.			
SPECIAL INSTRUC	CTIONS:							
DISTRIBUTION:		Completed By:	Date:		Completed By: Date			
-	SD-Security			····				
REQUISITIONER:	Jerry Morris			With the transfer of the trans				
-		**********************		***************************************				
-		****						



RECEIVED PURCHASING DEP

County of Fresno

2015 JUN 30 AM 11: 27 INTERNAL SERVICES DEPARTMENT ROBERT BASH, DIRECTOR - CIO

Facility Services • Fleet Services • Graphics
Information Technology • Purchasing
Security • Telecommunications

PROCUREMENT AGREEMENT

Agreement Number P-15-303-C June 19, 2015

Integrated Electronics 2576 N. Bundy Dr. Fresno, CA 93727

The County of Fresno (County) hereby contracts with Integrated Electronics (Contractor) to perform maintenance, repair, replacement and installation for the County's Closed Circuit Television (CCTV) systems in accordance with the text of this agreement, Attachment "A", County of Fresno Request for Quotation No: 990-5345 and the attached contractors response to County of Fresno Request for Quotation No: 990-5345 by this reference made a part hereof.

<u>TERM</u>: This Agreement shall become effective June 19, 2015 and shall remain in effect through June 18, 2018.

<u>EXTENSION</u>: This Agreement may be extended for two (2) additional one (1) year periods by the mutual written consent of all parties.

MINIMUM ORDERS: Unless stated otherwise there shall be no minimum order quantity. The County reserves the right to increase or decrease orders or quantities.

<u>CONTRACTOR'S SERVICES</u>: Contractor shall perform the services as described in Attachment "A" attached, at the rates set forth in Attachment "A".

ORDERS: Orders will be placed on an as-needed basis by Internal Services - Security under this contract.

<u>PRICES</u>: Prices shall be firm for the contract period. Any pricing changes which may take place during the life of the contract must be submitted in writing to the County of Fresno Purchasing Manager and received no less than thirty (30) days prior to becoming effective.

<u>MAXIMUM</u>: In no event shall services performed and/or fees paid under this Agreement be in excess of three hundred thousand dollars (\$300,000.00).

<u>ADDITIONAL ITEMS</u>: The County reserves the right to negotiate additional items to this Agreement as deemed necessary. Such additions shall be made in writing and signed by both parties.

PROCUREMENT AGREEMENT NUMBER: P-15-303-C Integrated Electronics June 19, 2015

<u>DELIVERY</u>: The F.O.B. Point shall be the destination within the County of Fresno. All orders shall be delivered complete as specified. All orders placed before Agreement expiration shall be honored under the terms and conditions of this Agreement.

<u>DEFAULT</u>: In case of default by Contractor, the County may procure the articles/services from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by any other legal means available to the County. The prices paid by County shall be considered the prevailing market price at the time such purchase is made. Inspection of deliveries or offers for delivery, which do not meet specifications, will be at the expense of Contractor.

<u>INVOICING</u>: An itemized invoice in duplicate shall be mailed to requesting County department in accordance with invoicing instructions included in each order referencing this Agreement. The Agreement number must appear on all shipping documents and invoices. Invoice terms shall be Net 45 Days.

INVOICE TERMS: Net forty five (45) days from the receipt of invoice.

<u>TERMINATION</u>: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

<u>LAWS AND REGULATIONS</u>: The Contractor shall comply with all laws, rules and regulations whether they be Federal, State or municipal, which may be applicable to Contractor's business, equipment and personnel engaged in service covered by this Agreement.

<u>AUDITS AND RETENTION</u>: Terms and conditions set forth in the agreement associated with the purchased goods are incorporated herein by reference. In addition, the Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

LIABILITY: The Contractor agrees to:

Pay all claims for damage to property in any manner arising from Contractor's operations under this Agreement.

Indemnify, save and hold harmless, and at County's request defend the County, its officers, agents and employees from any and all claims for damage or other liability, including costs, expenses, causes of action, claims or judgments resulting out of or in any way connected with Contractor's performance or failure to perform by Contractor, its agents, officers or employees under this Agreement.

PROCUREMENT AGREEMENT NUMBER: P-15-303-C Integrated Electronics June 19, 2015

INSURANCE:

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). 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 for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

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

D. Worker's Compensation

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

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

Within Thirty (30) days from the date Contractor signs and 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, ISD – Security, 2220 Tulare Street – Plaza Level, Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible

PROCUREMENT AGREEMENT NUMBER: P-15-303-C Integrated Electronics June 19, 2015

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.

COMING ON COUNTY PROPERTY TO DO WORK

Contractor agrees to provide maintain and furnish proof of Comprehensive General Liability Insurance with limits of not less than \$500,000 per occurrence.

INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by Contractor under this 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 this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

<u>NON-ASSIGNMENT</u>: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party.

<u>AMENDMENTS</u>: This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, Request for Proposals, Bids and understandings of any nature whatsoever unless expressly included in this Agreement.

PROCUREMENT AGREEMENT NUMBER: P-15-303-C Integrated Electronics June 19, 2015

Page 5

This Agreement supersedes any and all terms set forth in Contractor's invoice. This Agreement may be amended only by written addendum signed by both parties.

INCONSISTENCIES: In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Attachment "A", County's Request for Quotation No. 990-5345 and the Contractor's Quote in response thereto); (2) Attachment "A"; (3) the County's Request for Quotation No. 990-5345 and (4) the Contractor's quotation made in response to County's Request for Quotation No. 990-5345.

GOVERNING LAWS: This Agreement shall be construed, interpreted and enforced under the laws of the State of California. Venue for any action shall only be in County of Fresno.

Please acknowledge your acceptance by returning **all pages** of the signed original of this Agreement to my office, retaining a copy for your files.

Please refer any inquiries in this matter to Shannon W. Kirby, Purchasing Analyst, at 559-600-7116 or skirby@co.fresno.ca.us.

FOR THE COUNTY OF FRESNO

Gary E. Cornuelle Purchasing Manager

4525 East Hamilton Avenue Fresno, CA 93702-4599

FIESIIO, CA 93/02-4599

GEC:SWK:hrs

June 19, 2015

CONTRACTOR TO COMPLETE:

Company: Nobico, Inc. dba Integrated E	lectronics								
Type of Entity:									
☐ Individual	☐ Limited Liability Company								
☐ Sole Proprietorship	☐ Limited Liability Partnership								
	☐ General Partnership								
Signed by: Signed by:	Mall								
Bob Michael Noble - CEO	06/30/2015								
Print Name and Title	Date								
Signed by: Ble Machel Wolf									
Signed by: Bob Michael Noble - Treasurer O6/30/2015 Print Name and Title Date									
Print Name and Title	Date								
2576 N. Bundy Drive	Fresno CA 93727								
Address	City State Zip								
(559) 458-7250 (559) 458-7	7254 mnoble@integratedfresno.com								
TELEPHONE NUMBER FAX NUMBER	E-MAIL ADDRESS								
ACCOUNTING USE ONLY ORG No.: 8970 Account No.: 7205 Requisition No.: 8905150764 (04/2015)	2015 J								

PROCUREMENT AGREEMENT NUMBER: P-15-303-C Integrated Electronics June 19, 2015

ATTACHMENT "A"

Labor Rates

Hourly Labor Rate

Hourly labor rate that will be charged for billable maintenance, repair, replacement and installation of CCTV systems and components:

	Year 1	Year 2	Year 3	Year 4	Year 5
Regular Time Monday thru Friday 7:00am to 6:00pm	\$85.00	\$87.50	\$90.00	\$92.50	\$95.00
Overtime Monday thru Friday 6:00pm to 7:00am, Saturdays, Sundays and Union Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after, Christmas Day)	\$170.00	\$175.00	\$180.00	\$185.00	\$190.00

Materials

20% MARKUP ON ALL STOCKING PARTS
20% DISCOUNT ON ALL NON STOCKED PARTS



COUNTY OF FRESNO REQUEST FOR QUOTATION

NUMBER: 990-5345

CLOSED CIRCUIT TELEVISION SERVICE

April 23, 2015

PURCHASING USF

G:\PUBLIC\RFQ\FY 2014-15\990-5345 CLOSED CIRCUIT

TELEVISION SERVICE\990-5345 CLOSED CIRCUIT TELEVISION

ORG/Requisition: 8970/8905150764

SERVICE.DOC

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

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

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON JUNE 4, 2015.

QUOTATIONS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M. All quotation information will be available for review after contract award.

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

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

BIDDER TO COMPLETE

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

Except as noted on individual items, the following will apply to all items in the Quotation Schedule.										
1. 2.	Complete delivery will	Complete delivery will be made within A cash discount 2			ar days after receipt					
۷.	A cash discount		_ %1	5	days will apply.	•				
COMPANY				·		·····				
Integrated E	lectronics				4	•				
ADDRESS	ADDRESS /									
2576 N. Bur	ndy Drive				•	CA	93727			
CITY						STATE	ZIP CODE			
A	3-7250		458-7254			norman@inte	gratedfresno.com			
TELEPHON		FACSIM	IDE NUMBER	2		E-MAIL ADDR	ESS			
SIGNED BY				*•						
Norman Dir	nick			Sale	s Manager		•			
PRINT NAM	E			TITL	E					

COUNTY OF FRESNO PURCHASING

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

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

GENERAL CONDITIONS

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

1. BID PREPARATION:

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

2. SUBMITTING BIDS:

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

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

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

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

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

3. FAILURE TO BID:

A) __If_not_bidding_return_bid_sheet-and_state_reason_for_no_bid_or_your_name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) DO NOT include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.
- W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

<u>Certification and a California Form 590 Withholding Exemption Certificate</u> if not currently a County of Fresno approved vendor.

6. AWARDS:

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

7. TIE BIDS:

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

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

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

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

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

11. DISCOUNTS:

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

 SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

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

13. SPECIAL REQUIREMENT:

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

14. RECYCLED PRODUCTS/MATERIALS:

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

15. YEAR COMPLIANCE WARRANTY:

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

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

16. PARTICIPATION:

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

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

17. CONFIDENTIALITY:

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

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

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

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

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

18. APPEALS:

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

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

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

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

19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

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

21. DISCLOSURE - CRIMINAL HISTORY & CIVIL ACTIONS:

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

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

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

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

22. DATA SECURITY:

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

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

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

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

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

23. PURCHASING LOCATION & HOURS:

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

January 1*

New Year's Day

Third Monday in January

Martin Luther King, Jr.'s Birthday

Third Monday in February

Washington - Lincoln Day

March 31*

Cesar Chavez' Birthday

Last Monday in May

Memorial Day

July 4*

Independence Day

First Monday in September

Labor Day

November 11*

Veteran's Day

Fourth Thursday in November

Thanksgiving Day

Friday following Thanksgiving

December 25*

Christmas

- * When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.
- 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

<u>Policy Statement</u>: Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

Management Responsibility: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

<u>Definitions</u>: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

<u>Policy Statement:</u> Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The

request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior-to-such-approval.

Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

<u>Management Responsibility</u>: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

<u>Policy Statement</u>: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

Management Responsibility: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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BIDDING INSTRUCTIONS CONTRACT SERVICES AND SUPPLY

The County of Fresno is soliciting bids to provide all labor, appliances, tools, transportation, equipment, permits, fees, taxes, insurance, etc. required to perform maintenance, repair, replacement and installation for the County's Closed Circuit Television (CCTV) systems. The County of Fresno has approximately sixteen (16) facilities with CCTV systems.

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference does 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).

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

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 May 28, 2015 at 10:00 A.M., cut-off.

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702, or E-Mail: skirby@co.fresno.ca.us.

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

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

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. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

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

AUTHORIZED CONTACT: All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, it 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.

VENDOR CONFERENCE: On May 7, 2015 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and quotation requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Minutes will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Shannon W. Kirby at County of Fresno Purchasing, (559) 600-7116, if they are planning to attend the conference.

CODES AND REGULATIONS: All work and material to conform to all applicable state and local building and other codes and regulations.

NUMBER OF COPIES: Submit one (1) original, with two (2) *reproducible compact discs and two (2) copies of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

*Bidder shall submit two (2) reproducible compact discs (e.g.: PDF file) containing the complete quotation. Compact discs should accompany the original and should be inserted in an attached sleeve or envelope in the front of the bid to insure the discs are not misplaced.

FIRM QUOTATION: All quotations shall remain firm for at least ninety (90) days.

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 8.225% 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.

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.

VENDOR ASSISTANCE: Successful bidder 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.

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

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 vendor 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 vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are a maximum 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.

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.

EXCEPTIONS: Identify with explanation, any terms, conditions, specifications or stipulations of the RFQ with which you CAN NOT or WILL NOT comply.

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.

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

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or 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 County of Fresno – Security Division, Attn: Jerry Morris, 2220 Tulare Street, Plaza Level, Fresno, CA 93721. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

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

ORDERING: Orders will be placed as required by County of Fresno - Security Division.

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, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

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

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

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

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

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder 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 bidder 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 contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

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.

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.

INSURANCE:

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

A. Commercial General Liability

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

B. Automobile Liability

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

C. Professional Liability

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

D. Worker's Compensation

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

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

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Attn: Chief of Security, 2220 Tulare Street, Plaza Level. Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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 or call Fresno County Accounts Payable, 559-600-3609.

BIDDER TO COMPLETE:	•										
Name of Insurance Carrier:	Philadelphia Indemnity Ins. Co.										
Public Liability:	POLICY#: PHPK1223117 POLICY#: PHUNB472114	Expires:	08/24/2015								
Automotive Insurance:	POLICY#: PHPK1223117	Expires:	08/24/2015								
Worker's Compensation:	POLICY#: 911883-14	Expires: 09									
Proof of maintenance of adeq	uate insurance will be required before av	vard is mad	e to vendor.								
GUARANTEE: The bidder sh	nall state his written guarantee here:										
We, the undersigned, do hereby warrant and the contractor guarantee that the parts of the Work described above which we have furnished and/or installed for: County of Fresno. Is in accordance with the Contract Documents and that all said Work as installed will fulfill or exceed all of the Warranty and Guarantee requirements. We agree to repair or replace Work installed by us, together with any adjacent work which was displaced or damaged by doing so, that proves to be defective in workmanship, material, or operation within a period of one (1) year without any expense whatsoever to the Owner, ordinary wear and tear and usual neglect or abuse expected.											
atter notification in writing we the under	In the event of our failure to comply with the above mentioned conditions within a reasonable time period determined by the owner, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the Owner to have said defective Work repaired and/or replaced and made good, and agree to pay to the Owner upon demand all monies that the Owner may expend in making good said defective Work, including all collection costs and reasonable attorney fees										
ADDITIONAL ITEMS:											
The County may require additi	onal items from those in bid schedule.										
Price list for additional items:											
State Purchase Order mailing	address:		,								
Integrated Electronics											
2576 N. Bundy Drive											
Fresno, CA 93727			***************************************								
SUBCONTRACTORS:											
List all subcontractors that wou amount of your bid, and state (uld perform work in excess of one/half of c general type of work such subcontractor w	one percent ould be per	of the total forming:								
NONE	*										
		•									
	•										

CONTRACTOR'S LICENSE:

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

The vendor shall possess a current State of California Professional Engineer's License, 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 State of California Professional Engineer's the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: C7, C16,C10

Date of Issue: 11/27/2016

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.

GUARANTEE: The successful bidder 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 bidder, 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.

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

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.

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 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.

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

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

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

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

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.
No, we will not extend contract terms to any agency other than the County of Fresno.
(Authorized Signature)
Norman Dimick - Sales Manager
Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: Integrated Electronics

REFERENCE LIST

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

Reference Name: Address:	County of Fresno 2220 Tulare	Contact:	Jerry Morris	
City: Fresno		State:	CA Zip:	93721
Phone No.: (_559)600-6785 Date:	_2	008-2013	
Service Provided:	Fire Alarm installation; testing & inspection	n; maintenand	ce	
				•
Reference Name:	Internal Revenue Service IRS	Contact:	James Saenz	
Address:	5045 Butler Ave.			
City: Fresno	Western Commencer Commence	State:	CA Zip:	93727
-) <u>454-6448</u> Date:		2007 to present	***************************************
Service Provided:	Access Control, Intrusion Detection, & CCTV	/ installation:	testing & inspection	n; maintenance
				1
Reference Name:	UCSF Fresno	Contact:	Adom Smith	
Address:	155 Fresno			
City: Fresno	100,0000	State:	***************************************	93701
Phone No.: (<u>559</u>			006 to present	**************************************
Service Provided:	Fire Alarm. Access Control. CCTV. & Interco	om installatior	n: testing & inspect	ion; maintenance
		***************************************	·····	
		_		
Reference Name:	Tachi Palace Hotel & Casino	Contact:	Alex Torres	
Address: -Gity:Lemoore	17225 Jersey Ave.	01.1	O. 6 7:	A.A.A.
*) 004 000r		•	93245
Phone No.: (<u>559</u> Service Provided:			007 to present	
Service Frovided.	Fire Alarm installation: testing & inspection;	maintenance		
			*	
Reference Name: De	partment of Justice Forensics Lab - Fresno	Contact:	George Haley	
Address:	5311 N. Woodrow Ave.			
City: Fresno		State:	CA Zip:	93726 ⁻
Phone No.: (_559) <u>445-5084</u> Date:	20	006 to present	
Service Provided:	Fire Alarm, Access Control, CCTV, Intercom		***************************************	on; testing & inspection;
maintenance				

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

SCOPE OF WORK

Provide all labor, materials, appliances, tools, transportation, equipment, permits, fees, taxes, insurance, etc. required to complete maintenance, repair, replacement and installation of CCTV systems. Services will be provided on a callout basis when items are identified at the facilities located throughout the County.

The bidding organization shall be authorized by Bosch to perform maintenance, repair, replacement and installation services, and shall employ technicians, who are authorized by Bosch to perform maintenance, repair, replacement and installation services to Bosch CCTV systems.

The County has identified standards for installation of CCTV systems. Any CCTV system that is no longer deemed reliable, has been deemed non-repairable, or has outlived its useful life will be replaced by a Bosch system.

TECHNICAL REQUIREMENTS

The County of Fresno Internal Services Department - Security Division, will be responsible for the administration of the work requested under this Request for Quotation (RFQ).

Maintenance and any system component or parts replacement shall be approved by Chief of Security or his designee prior to the start of work and be so indicated in writing on the approved service form.

Work may be scheduled outside of normal working hours as approved by the Chief of Security.

Contractor shall provide for approval by the Chief of Security within 30 days of contract execution the contractors report of service form. This form will be required to document services rendered. The form at a minimum shall include, date of service, time of arrival/departure, printed name and signature of technician providing the service, building number, location in the building, type of service (preventative/corrective/extra services), corrective action taken, location of devices serviced or repaired, parts utilization, status of service/repair, printed name and signature of County representative authorizing the work, completion of work County representative printed name and signature.

The contractor shall ensure that the health and welfare of occupants of the building will not be effected by noise and fumes produced by the work. The Chief of Security reserves the right to halt any work; at any time he feels it adversely affects the building occupants.

Any work which is done as an addition, expansion or remodel to an existing system or system component shall be compatible with that system and be approved prior to the installation.

All wiring and construction prints or diagrams of systems covered under this contract are the property of the County and upon termination of the contract shall be delivered to the Chief of Security. Absolutely no changes are to be made to the circuitry or mechanical systems without prior approval of the Chief of Security. Any changes without prior approval may be considered a breach of contract. All changes in circuitry made by Contractor shall be properly recorded on the diagrams, including date of change and name of person making same. It is the responsibility of the Contractor to maintain clean, legible, readable and accurate schematics and wiring diagrams at all times. Prints and diagrams are to remain on the job site.

No equipment requiring repair shall be allowed to remain out of service due to the lack of diligent effort by the Contractor. Any part or equipment locally available will be purchased locally if necessary to expedite the job. Repairs shall be begun and carried to completion as soon as possible unless other arrangements are approved by the Chief of Security.

Contractor shall provide sufficient technicians for the service of the systems listed in this agreement in accordance with the specifications herein. Technicians utilized for CCTV systems shall be qualified and experienced in the maintenance, repair, replacement and installation systems. Contractor may be required at any time to provide substantiation and verification of qualifications of their employee(s) upon request of the Chief of Security.

Except for emergency callback service and minor repairs and/or adjustments hereinafter provided for, all work shall be performed during regular working hours and days. Regular working hours are from 7:00 a.m. until 6:00 p.m., Monday through Friday. County holidays excluded.

All equipment shutdowns for regular maintenance, repair, replacement or installation shall be scheduled in advance with the designated County representative and approved by the Chief of Security so as not to interfere with building operations during the peak usage times. Shutdowns in excess of one hour may require scheduling outside of normal business hours. No extra charges will be incurred because of a scheduled shutdown regardless of day or time.

All work of a callback nature or trouble calls shall be treated as an emergency and work commenced shall be carried through to completion without delay.

Provide 24-hour emergency callback service for all equipment maintained hereunder. Emergency callback service shall consist of prompt response to requests from the Chief of Security or his authorized representatives for emergency services on any day of the week, at any hour of the day or night. An emergency call-back is defined as any necessity for maintenance, minor repair and/or adjustment of equipment between regular service calls to restore normal equipment operation. Emergency call backs will be categorized as follows:

LEVEL I - Requires onsite response in one (1) hours or less.

LEVEL II - Requires onsite response in four (4) hours or less.

LEVEL III - Requires onsite response at 0700 hrs. The next normal working day.

Determination of call level is at the sole discretion of the Chief of Security or his authorized representative. Failure to furnish emergency call-back service within the above specified time of notification of need may result in termination of contract, withholding of payment, and/or another contractor to be hired to complete the work at the current contractor's expense.

AWARD CRITERIA

The criteria for award are the lowest bidder for both Labor and equipment. These items cannot be separated.

QUOTATION SCHEDULE

Labor Rates

Hourly Labor Rate

State the hourly labor rate that will be charged for billable maintenance, repair, replacement and installation of CCTV systems and components.

	Year 1	Year 2	Year 3	Year 4	Year 5
Regular Time Monday thru Friday 7:00am to 6:00pm	\$85.00	\$87.50	\$90.00	\$92.50	\$95.00
Overtime Monday thru Friday 6:00pm to 7:00am, Saturdays, Sundays and Union Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after, Christmas Day)	\$170.00	\$175,00	\$180.00	\$185.00	\$190.00

Materials

Discount or Markup % from List Prices for all parts that is not included in the fixed price agreement.

Discount %

Markup %

20%	20% ·

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. X Front page of the Request for Quotation (RFQ) has been signed (original signature) and completed.
- 2. X One (1) original and two (2) copies of the RFQ have been provided.
- 3. __x__ Two (2) reproducible compact discs of the RFQ have been provided.
- 4. X Addenda, if any, have been completed, signed and included in the bid package.
- 5. __x __ The completed *Reference List* as provided with this RFQ.
- 6. <u>X</u> The Quotation Schedule as provided with this RFQ has been completed, priced reviewed for accuracy and any corrections initialed in ink.
- 7. X Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
- 8. _ x The Participation page as provided within this RFQ has been signed d and included
- 9. X Bidder to Complete page as provided with this RFQ.
- 10. X Specification, descriptions etc. for items offered under bidder(s) quotation.
- 11. _x A description of the design and techniques that the bidder will use to complete the project.
- 12. X Lastly, on the LOWER LEFT HAND CORNER of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No. 990-5345
Closing Date: June 4, 2015
Closing Time: 2:00 P.M.
Commodity or Service: Closed Circuit Television Service

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

ATTACHMENT A

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RFQ 990-5345

,, -	Replacemen Cost	\$2,425.74	\$884.21	\$630.78	\$2,425.74	\$1,695.60	\$2,425.74	\$884.21	\$847.80	\$10,522.80	\$15,138.72	\$7,046.21	\$559.73	\$589.68	\$7,046.21	\$4,757.69	\$393.12	\$7,046.21
	# of Devices	·	2	_	-	2	1	2	-	-	24	-	2	3		17	2	-
	VMS	Bosch	Bosch	Bosch	Bosch	Bosch	Bosch	Bosch	Bosch	Bosch	Bosch	Pelco	Pelco	Pelco	Pelco	Pelco	Pelco	Pelco
	Model Number	Bosch 3042-4	Bosch NDN 50022-V3	Bosch NUC 50051-F2	Bosch 3042-4	Bosch NIN - 733 - V03IPS	Bosch 3042-4	Bosch NDN 50022-V3	Bosch NIN-733-V03IPS	Bosch DIP 7083-8HD	Bosch NUC-50051-F2	Pelco DX8116-1000	Pelco ICS-090-CW-V39	Pelco ICS-110-CDV39A	Pelco DX8132-250	Pelco ICS-090-CW-V39	Pelco ICS-110-CDV39A	Pelco DX8016-1000
	Device Type	DVR/NVR	IP M/M	IP M/M	DVR/NVR	IP M/M	DVR/NVR	IP M/M	IP M/M	DVR/NVR	IN/IN di	DVR/NVR	Analog Camera	Analog Camera	DVR/NVR	Analog Camera	Analog Camera	DVR/NVR
		, 93721	, 93721	, 93721	, 93721	, 93721	io CA, 93702	10 CA, 93702	io CA, 93702	, 93721	, 93721	¢A, 93702	¢A, 93702	¢A, 93702	Cove CA,	Cove CA,	Cove CA,	idota CA,
	Address	2281 Tulare, Fresno CA, 93721	2282 Tulare, Fresno CA, 93721	2282 Tulare, Fresno CA, 93721	1221 Fulton, Fresno CA, 93721	1221 Fulton, Fresno CA, 93721	4535 E. Hamilton, Fresho CA, 93702	4535 E. Hamilton, Fresho CA, 93702	4535 E. Hamilton, Fresho CA, 93702	2220 Tulare, Fresno CA, 93721	2220 Tulare, Fresno CA, 93721	4670 E. Butler, Fresno	4670 E. Butler, Fresno (4670 E. Butler, Fresno d	815 Park Blvd, Orange (815 Park Blvd, Orange 0 93646	815 Park Blvd, Orange 0 93646	1246 Belmont Ave, Men 93640
	Description	Fresno County Hall of Records	Fresno County Hall of Records	Fresno County Hall of Records	Brix-Mercer Building	Brix-Mercer Building	Hamilton	Hamilton	Hamilton	Plaza	Plaza	Mosqueda Center	Mosqueda Center	Mosqueda Center	Orange Cove	Orange Cove	Orange Cove	Mendota
.;	County Building #	603	603	603	611-612	611-612	415	415	. 415	310	310	816	816	816 ·	812	812	812	1824

Attachment A

RFQ 990-5345

Page 2

County Building #	Building Description	Address		Device Type	Model Number	VMS	# of Devices	Replacement Cost
1824	Mendota	1246 Belmont Ave, Mendota CA, 93640	Jota CA,	Analog Camera	Pelco ICS-090-CW-V39	Pelco	_	\$279.86
1824	Mendota	1246 Belmont Ave, Mendota CA, 93640	lota CA,	Analog Camera	Pelco ICS-110-CDV39A	Pelco	9	\$1,179.36
1887	Tranquility	25561 Williams St, Tranquility CA, 93668	luility CA,	DVR/NVR	Pelco DX8016-1000	Pelco	-	\$7,046.21
1887	Tranquility	25561 Williams St, Tranquility CA, 93668	luility CA,	Analog Camera	Pelco ICS-090-CM-V39	Pelco	2	\$559.73
1887	Tranquility	25561 Williams St, Tranquility CA, 93668	uility CA,	Analog Camera	Pelco ICS-110-CDV39A	Pelco	10	\$1,965.60
1899	Caruthers	13382 S. Henderson Rd, Caruthers CA, 93609	Caruthers	DVR/NVR	Pelco DX8100	Pelco	_	\$7,046.21
1899	Caruthers	13382 S. Henderson Rd, Caruthers CA, 93609	Caruthers	Analog Camera	Pelco ICS-090-CW-V39	Pelco	. —	\$279.86
1899	Caruthers	13382 S. Henderson Rd, Caruthers CA, 93609	Caruthers	Analog Camera	Pelco ICS-110-CDV39A	Pelco	-	\$2,162.16
805	Easton	25 E. Frantz, Easton CA, 9	93706	DVR/NVR	Pelco DX8100	Pelco	-	\$7.046.21
805	Easton	25 E. Frantz, Easton CA, 93706	93706	Analog Camera	Pelco ICS-110-CDV39A	Pelco	6	\$1,769.04
815	Laton	6313 DeWoody St, Laton CA, 93242	CA, 93242	DVR/NVR	Ever Focus EDSR400H	Pelco		\$375.59
815	Laton	6313 DeWoody St, Laton CA, 93242	CA, 93242	Analog Camera	Pelco ICS-110-CDV39A	Pelco	4	\$786.24
1814	Fowler	306 S. 7th St, Fowler CA, 93625	93625	DVR/NVR	Pelco DX 8100	Pelco	-	\$7,046.21
1814	Fowler	306 S. 7th St, Fowler CA, 93625	93625	Analog Camera	Pelco ICS-090-CW-V39	Pelco	-	\$279.86
1814	Fowler	306 S. 7th St, Fowler CA, 93625	93625	Analog Camera	Pelco ICS-110-CDV39A	Pelco	5	\$982.80
802	Woodward	944 E. Perrin Ave, Fresho CA, 93720	CA, 93720	DVR/NVR	Pelco DSSRV-030-US	Pelco	-	\$3,884,40
802	Woodward	944 E. Perrin Ave, Fresho CA, 93720	CA, 93720	Analog Camera	Pelco ICS-090-CW-V39	Pelco	2	\$559,73
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RFQ 990-5345

Building							1	
n Address		Dev	Dev	Device Type	Model Number	VMS	# of Devices	Keplacement Cost
Woodward 944 E. Perrin Ave, Fresho CA, 93720 Analo			Analo	Analog Camera	Pelco ICS-110-CDV39A	Pelco	16	\$3,144.96
Central 2420 Mariposa St, Fresho CA, 93721 DVR/NVR			DVR/N	VR	Pelco DX8132-2250	Pelco	-	\$7,654.61
Central 2420 Mariposa St, Fresho CA, 93721 Analog	-	-	Analog	Analog Camera	Pelco ICS-090-CW-V39	Pelco	က	\$839.59
Central 2420 Mariposa St, Fresho CA, 93721 Analog			Analog	Analog Camera	Pelco ICS-110-CDV39A	Pelco	o	\$1,769.04
County Clerk 2221 Kern St, Fresno CA, 93721 DVR/NVR	93721		DVR/N	VR	Exacqvision 2TB windows 7 professional intel Q9400 processor	ExacqVisi on 6	4	\$1,651.19
County Clerk 2221 Kern St, Fresno CA, 93721 IP M/M			IP M/M		ACTI - ACM 4201	ExacqVisi on 6	2	\$1,190.38
County Clerk 2221 Kern St, Fresno CA, 93721 IP M/M			IP M/M		ACTI - TCM 4511	ExacqVisi on 6	Ю	\$410.40
County Clerk 2221 Kern St, Fresno CA, 93721 IP M/M			IP M/M		ACTI - ACM 7411	ExacqVisi on 6		\$595,19
County Clerk 2221 Kern St, Fresno CA, 93721 IP M/M			IP M/M		FLIR - DNV14TL2	ExacqVisi on 6	-	\$483.59
County Clerk 2221 Kern St, Fresno CA, 93721 IP M/M			IP M/M		Panasonic - WV-NW-502S	ExacqVisi on 6	2	\$2,570.38
Clerk Warehouse 4525 E. Hamilton, Fresho CA, 93702 DVR/NVR			DVR/NV	R	Exacqvision 0804-24-8000 DT (hybrid desktop server) 8TB	ExacqVisi on 6	-	\$5,031,59.
Clerk Warehouse 4525 E. Hamilton, Fresho CA, 93702 IP M/M	93702	93702	IP M/M		ACTI - ACM 4201	ExacqVísi on 6	2	\$1,190.38
Clerk Warehouse 4525 E. Hamilton, Fresho CA, 93702 IP M/M	93702	93702	IP M/M		ACTI - ACM 5611	ExacqVisi on 6	_	\$595.19
Clerk Warehouse 4525 E. Hamilton, Fresno CA, 93702 Analog Camera	93702	93702	Analog (Samera	Unknown	ExacqVisi on 6	4	\$786.24

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFQ NUMBER: 990-5345

CLOSED CIRCUIT TELEVISION SERVICES

May 29, 2015

PURCHASING USE

G:\PUBLIC\RFQ\FY 2014-15\990-5345 CLOSED CIRCUIT TELEVISION SERVICE\990-5345 ADD 1.DOC

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

COUNTY OF FRESNO, Purchasing 4525 EAST HAMILTON AVENUE, 2ND FLOOR FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON JUNE 4, 2015.

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

All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: Shannon W. Kirby, phone (559) 600-7110 e-mail CountyPurchasing@co.fresno.ca.us.

NOTE THE FOLLOWING ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 990-5345 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

Please see the following questions and answers.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 990-5345

(PRINT)

COMPANY NAME:

Integrated Electronics

SIGNATURE:

NAME & TITLE:

Norman Dimick - Sales Manager

(PRINT)

- Q1. Do you need to be Bosch authorized for CCTV or will Fire and Burn authorized be acceptable?
- A1. The vendor will need to be an authorized dealer for Bosch and be able to order/purchase Bosch equipment and materials.
- Q2. Are you looking for just service/repair and replacements as needed?
- A2. Yes, we are looking for mainly repair services. Annual inspections are not required. There may be a need for programming with some systems. The libraries are not on a network and several are located in rural locations. Response time to these locations will be very important.
- Q3. Do prevailing wages apply?
- A3. Yes, prevailing wages do apply.
- Q4. Is everything you are requesting existing or will there be requests for new installations?
- A4. All equipment is currently installed and existing. At this time, no new installations are being requested. However, new installations maybe requested and can be amended into the agreement.
- Q5. Are you looking for a vendor for service and maintenance only?
- A5. We are looking for an overall CCTV vendor. The County already has an installation vendor in Walnut Creek, however, they are not able to provide immediate repair response. There may be a potential need for new installations, which will be amended into the contract as needed.
- Q6. Is annual maintenance required?
- A6. No, annual inspections and cleaning are not required. We are mainly looking for repair services.