

MASTER AGREEMENT

1 This Master Agreement ("Master Agreement") is made and entered into this
2 7th day of August, 2018, by and between the County of Fresno, a political
3 subdivision of the State of California ("COUNTY"), and each contractor (each a
4 "CONTRACTOR" and collectively the "CONTRACTORS") listed in Attachment A to this
5 Agreement, which is attached and incorporated by reference, and such additional
6 CONTRACTORS as may, from time to time during the term of this Agreement, be
7 added by COUNTY. COUNTY and each CONTRACTOR may be referred to as a
8 "Party" or collectively as "Parties" to this Master Agreement.
9

WITNESSETH

10 WHEREAS, on January 5, 2017, COUNTY issued Request for Quotation, No. 17-
11 050 ("RFQ"), for components, emergency response and large scale installation services
12 for Identiv-Hirsh Velocity access control system services; and
13

14 WHEREAS, Identiv-Hirsh Velocity access control system is the COUNTY's
15 software management system that manages access control and security operations in
16 most COUNTY facilities; and

17 WHEREAS, two (2) CONTRACTORS submitted a response to the RFQ.
18 CONTRACTORS included Red Wave Communications, Inc. and West Coast Security,
19 Inc.; and

20 WHEREAS, COUNTY evaluated each CONTRACTOR's response to the RFQ and
21 contracted with Red Wave Communications, Inc., as COUNTY determined such
22 CONTRACTOR to be the lowest responsible bidder to perform the work specified in the
23 RFQ; and

24 WHEREAS, the COUNTY and Red Wave Communications, Inc. entered into a
25 potential five-year Purchasing Agreement, No. P-17-081-P (the "Original Agreement"), for
26 a total maximum compensation payable under the Original Agreement of \$499,000,
27 effective March 15, 2017; and

28 WHEREAS, on May 3, 2018, First Amendment to Purchasing Agreement No. P-17-

081-P was entered into by COUNTY and such CONTRACTOR to add the Fresno County Sheriff Department as a user of the Original Agreement and to increase the total maximum compensation payable under the Original Agreement by \$50,000, for a total maximum compensation payable under the Original Agreement of \$549,000; and

WHEREAS, COUNTY now desires to amend and restate the Original Agreement as the Master Agreement, as provided herein, and contract with each CONTRACTOR listed in Attachment A (to continue contracting with Red Wave Communications, Inc. and now include West Coast Security, Inc.) as a Master Agreement in order to expeditiously provide for the COUNTY's needs for components, emergency response and large scale installation services for Identiv-Hirsh Velocity access control system services; and

WHEREAS, in light of the foregoing, COUNTY and CONTRACTORS now wish to enter into this Master Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties agree that the Original Agreement shall be superseded and replaced in its entirety by this Master Agreement, and further agree as follows:

SECTION 1. -- SERVICES

- A. COUNTY's RFQ and each CONTRACTOR's Response, both of which are attached as Attachment B and C, respectively, are incorporated by reference and are made a part of this Agreement. Red Wave Communications, Inc.'s response to the RFQ is identified as C-1 and West Coast Security, Inc.'s response is identified as C-2.
- B. Each CONTRACTOR shall comply with all applicable Federal, State, County, and City regulations regarding wages, hours, and working conditions.
- C. COUNTY shall provide County representative(s) (County Representative) to represent the COUNTY, who will work with each CONTRACTOR to carry out CONTRACTOR's obligations under this Master Agreement. The COUNTY Representative(s) will be the COUNTY's Facilities Division Manager or his or her designee. The contact person for each CONTRACTOR is listed in Attachment A,

1 which is attached and incorporated by reference.

2 D. CONTRACTOR Red Wave Communications, Inc. will be designated as the primary
3 vendor for all COUNTY service needs, while West Coast Security, Inc. will be
4 designated as the backup vendor. COUNTY will only utilize West Coast Security,
5 Inc. when Red Wave Communications, Inc. is, in COUNTY's determination,
6 unavailable or cannot adhere to the specifications in the RFQ. For non-emergency
7 service calls, a County Representative will contact Red Wave Communications,
8 Inc. via telephone or email, informing of details of service request. If Red Wave
9 Communications, Inc. does not acknowledge ability to fulfill the service request
10 within two (2) hours, COUNTY may then contact backup vendor, West Coast
11 Security, Inc., via telephone or email, requesting service. If West Coast Security,
12 Inc. is unable to acknowledge ability to fulfill the service request within two (2)
13 hours, COUNTY may request services from either CONTRACTOR. Each
14 CONTRACTOR must use its respective pricing provided in Attachment C, which is
15 attached and incorporated by reference.

16 TThe service start and end dates must be approved and authorized by the County
17 Representative(s) prior to commencement of any work. These periods may be
18 extended at the sole discretion of the County Representative(s).

19 E. CONTRACTOR shall respond to emergency service calls during and after business
20 hours. CONTRACTOR shall acknowledge within thirty (30) minutes if Contractor
21 can fulfill the request, or the request will be sent to another CONTRACTOR.
22 CONTRACTOR shall inform COUNTY of any expected arrival delays. The
23 COUNTY reserves the right to send the request to another CONTRACTOR if the
24 response level is not met. The response levels are as follows:

25 LEVEL I – Requires onsite response within one (1) hour or less after
26 acknowledgement of ability to fulfill request.

27 LEVEL II – Requires onsite response within four (4) hours or less.

28 LEVEL III – Requires onsite response at 7:00 AM, the next normal working

1 day.

2 Determination of call response level is at the discretion of the County
3 Representative(s) or his/her authorized representative(s). Failure to furnish
4 emergency response services within the above-specified required response time
5 may result in one or more of the following consequences: withholding of payment,
6 hiring another CONTRACTOR to complete the work at CONTRACTOR's expense
7 or termination of this Agreement as to the breaching CONTRACTOR only.

8 F. SECURITY – Failure to fully comply with the security requirements as set forth in
9 this Section 1(F) will be considered a breach of contract and shall result in
10 termination of this Master Agreement for default as to the breaching Contractor
11 only.

12 1. CONTRACTOR acknowledges that the Juvenile Justice Campus (JJC) and
13 the Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities are
14 "no-hostage facilities". CONTRACTOR(S) shall ensure that its employees
15 and any sub-contractors working in the JJC, and associated facilities, agree
16 to abide by COUNTY'S rules for a no-hostage facility as set forth in
17 Attachment E and F, attached and incorporated by this reference. COUNTY
18 may change these policies and procedures at any time, without any prior
19 notice to CONTRACTOR. CONTRACTOR shall plan and execute all work in
20 such a manner as to prevent a security breach of the JJC and FSCO
21 detention facilities or any other COUNTY secured facility.

22 2. CONTRACTOR shall comply with all Prison Rape Elimination Act (PREA)
23 standards for juvenile correctional facilities as set forth in Attachment G.
24 Trainings will be provided by Probation, as necessary, at no charge to
25 CONTRACTOR. CONTRACTOR shall comply with all Probation
26 Department Policies and Procedures. In the event of a dispute involving
27 COUNTY staff and a CONTRACTOR employee or subcontractor, the on-
28

1 duty Facility Administrator will have the final decision. Information on the
2 Prison Rape Elimination Act can be found at:

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

- 4 3. CONTRACTORS are required to comply with "Background Investigations
5 and Identification Badges," as set forth in Attachment H for specific facilities,
6 like detention facilities.

7 G. NO RELATIONSHIP TO OTHER CONTRACTORS – Under this Master
8 Agreement, each CONTRACTOR only has rights and obligations with respect to
9 the COUNTY. This Master Agreement creates no rights or obligations between any
10 CONTRACTORS. No CONTRACTOR has any right to receive performance under
11 this Master Agreement from, or to enforce any part of this Master Agreement
12 against, any other CONTRACTOR.

13 H. In accordance with Labor Code section 1770, et seq., the Director of the
14 Department of Industrial Relations of the State of California has determined the
15 general prevailing wages rates and employer payments for health and welfare
16 pension, vacation, travel time and subsistence pay as provided for in Section
17 1773.1, apprenticeship or other training programs authorized by Section 3093, and
18 similar purposes applicable to the work to be done.

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

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

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

25 It shall be mandatory upon the CONTRACTOR and upon any subcontractor
26 to pay not less than the prevailing wage rates, including overtime and holiday rates,
27 to all workers, laborers, or mechanics employed on this public work project,
28

1 including those workers employed as apprentices. Further, CONTRACTOR and
2 each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6
3 concerning the employment of apprentices. A copy of the above-mentioned
4 prevailing wage rates shall be posted by the CONTRACTOR at the job site where it
5 will be available to any interested party.

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

15 CONTRACTOR and subcontractor shall keep an accurate record showing
16 the name, address, social security number, work classification, straight time and
17 overtime hours worked each day and week, and the actual per diem wages paid to
18 each journeyman, apprentice, worker, or other employee employed by him or her in
19 connection with this public work project. In accordance with Labor Code section
20 1776, each payroll record shall be certified and verified by a written declaration
21 under penalty of perjury stating that the information within the payroll record is true
22 and correct and that the CONTRACTOR or subcontractor has complied with the
23 requirements of Labor Code sections 1771, 1811 and 1815 for any work performed
24 by its employees on this public work project. These records shall be open at all
25 reasonable hours to inspection by the COUNTY, its officers and agents, and to the
26 representatives of the State of California – Department of Industrial Relations,
27 including but not limited to the Division of Labor Standards Enforcement.
28

1
2 I. Licensing – CONTRACTOR shall possess at all times, and maintain proof of, during
3 the Term of this Agreement, a current State of California contractor's License,
4 Class C-7 and C28 or another license class that covers the work to be performed.
5 CONTRACTOR must immediately give notice to the COUNTY if this license is
6 suspended or revoked at any time during the Term of this Agreement. If at any time
7 during the Term of this Agreement, CONTRACTOR'S license, as described in this
8 Section 1(l), is not in full force and effect, this shall be grounds for immediate
9 Termination of this Agreement, in accordance with Section 6.

10 **SECTION 2. -- TERM**

11 The term of this Master Agreement shall be for a period of three (3) years,
12 commencing on March 15, 2017, through and including March 14, 2020 ("Term").
13 Because this Master Agreement is effective retroactive to March 15, 2017, any services
14 that have been performed, and for which compensation has been paid, prior to the
15 execution of this Master Agreement are hereby approved and ratified by COUNTY and
16 CONTRACTOR. This Master Agreement may be extended for two (2) additional
17 consecutive twelve (12) month periods upon written approval of both COUNTY and
18 CONTRACTORS, no later than thirty (30) days prior to the first day of the next twelve (12)
19 month extension period. COUNTY's Director of Internal Services/Chief Information Officer
20 or his or her designee, is authorized to execute such written approval on behalf of
21 COUNTY based on each CONTRACTOR's satisfactory performance.

22 **SECTION 3. -- COMPENSATION**

23 COUNTY shall only provide compensation and payment to each CONTRACTOR
24 for work authorized by the County Representative(s). CONTRACTORS agree that
25 inclusion on Attachment A does not constitute a guarantee or promise that any
26 CONTRACTOR shall provide any certain amount of work or services to COUNTY under
27 this Master Agreement. COUNTY agrees to pay each CONTRACTOR and each
28

1 CONTRACTOR agrees to receive compensation in accordance with the rates provided
2 in Attachment C by each CONTRACTOR.

3 By executing a signature page, each CONTRACTOR becomes a signatory to this
4 Master Agreement, and agrees that it is party to this Master Agreement with the
5 COUNTY and is bound by its terms.

6
7 A. EXTRA SERVICES: This Master Agreement shall not be construed as a
8 commitment to purchase any Extra Services from CONTRACTOR.

9 CONTRACTOR shall provide Extra Services only at COUNTY's request, upon
10 obtaining advance written authorization from the County Representative(s). Extra
11 Services shall include, but are not necessarily limited to, the potential addition of
12 license and support services that may be provided by CONTRACTOR.

13 B. TOTAL FEES: In no event shall the maximum total compensation payable under
14 this Master Agreement exceed seven hundred ninety nine thousand dollars
15 (\$799,000) over the entire potential five-year term of this Master Agreement. It is
16 understood that all expenses incidental to Contractor's performance of services
17 under this Master Agreement shall be borne by Contractor.

18 **SECTION 4. – INVOICING**

19 Each CONTRACTOR shall submit invoices in accordance with the rates and charges
20 agreed upon for the services provided to the COUNTY by that CONTRACTOR during the
21 previous monthly billing period on the first day of the month. Each invoice shall reference
22 this Master Agreement number, the responsible COUNTY department, the date and name
23 of the facility where the services were performed, a clear breakdown of services, labor,
24 parts, etc. Each invoice shall be mailed to the appropriate COUNTY department
25 requesting services:
26
27
28

Internal Services Department	Sheriff-Coroner's Office
ATTN: Business Office (A/P	ATTN: Business Office – Account
Division)	Payables Org 31112425
333 W. Pontiac Way	2200 Fresno St.
Clovis, CA 93612	Fresno, CA 93717
ISDAP-AR@co.fresno.ca.us	Sheriff.Payables@fresnosheriff.org

COUNTY shall make payment to CONTRACTOR(s) no later than forty-five (45) days after receipt and approval of each invoice, which shall be given upon verification of satisfactory performance.

SECTION 5. -- INDEPENDENT CONTRACTORS

In performance of the work, duties, and obligations assumed by each CONTRACTOR under this Master Agreement, it is mutually understood and agreed that each CONTRACTOR, including any and all of CONTRACTOR(s) officers, agents, subcontractors, and employees shall at all times be acting and performing as independent contractors, 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 CONTRACTORS shall perform their work and function. However, CONTRACTOR's methods must be compatible with COUNTY's standards and must result in satisfactory and timely completion of the work assigned, and the quality and quantity of work produced must be acceptable to the COUNTY. COUNTY retains the right to verify that each CONTRACTOR is performing their obligations in accordance with this Master Agreement's terms and conditions. CONTRACTOR(s) and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters covered by this Master Agreement.

1 Because of their status as independent contractors, CONTRACTOR(s) shall
2 have absolutely no right to employment rights and benefits available to COUNTY
3 employees. CONTRACTOR(s) shall be solely liable and responsible for providing to, or
4 on behalf of, their employees all legally required employee benefits. In addition,
5 CONTRACTOR(s) shall be solely responsible and shall hold the COUNTY harmless
6 from all matters relating to payment of CONTRACTORS' employees, including
7 compliance with Social Security withholding, and all other regulations governing such
8 matters. It is acknowledged that during the term of this Master Agreement,
9 CONTRACTOR(s) may be providing services to others unrelated to the COUNTY or to
10 this Master Agreement.

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

12 This Master Agreement may be terminated for the following reasons:

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

27 In no event shall any payment by the COUNTY constitute a waiver by the
28 COUNTY of any breach of this Master Agreement or any default which may then

1 exist on the part of the CONTRACTORS. Such payment shall not impair or
2 prejudice any remedy to the COUNTY with respect to the breach or default.
3 COUNTY shall have the right to demand of the CONTRACTOR(S) the
4 repayment to the COUNTY of any funds disbursed to the CONTRACTOR(S)
5 under this Master Agreement, which in the judgment of the COUNTY were not
6 expended in accordance with the terms of this Master Agreement.

7 CONTRACTOR(S) shall promptly refund any such funds upon demand.

8 C. Without Cause - Under circumstances other than those set forth above, this
9 Master Agreement may be terminated by either Party by giving thirty (30) days
10 advance written notice of an intention to terminate. In the event of such
11 termination, CONTRACTOR shall be paid for satisfactory services or supplies
12 provided up until the date of termination.

13 D. Termination of One or More Contractors - In the event that COUNTY terminates
14 this Master Agreement as to one or more CONTRACTORS, this Master
15 Agreement shall stay in full force and effect as to the remaining
16 CONTRACTORS. Termination of one or more CONTRACTORS from this Master
17 Agreement shall not terminate the Master Agreement as to the remaining
18 CONTRACTORS.

19 **SECTION 7. -- HOLD HARMLESS AND INDEMNIFICATION**

20 CONTRACTOR(s) agree to indemnify, save, hold harmless, and at COUNTY's
21 request defend the COUNTY, its officers, agents and employees, from any and all costs
22 and expenses (including attorney's fees and costs), claims, suits, liabilities, losses and
23 damages occurring or resulting to COUNTY in connection with the performance, or
24 failure to perform, by CONTRACTOR(s), their officers, agents or employees under this
25 Master Agreement, and from any and all costs and expenses (including attorney's fees
26 and costs), damages, liabilities, claims and losses occurring or resulting to any person,
27 firm or corporation who may be injured or damaged by the performance, or failure to
28 perform, of CONTRACTOR(s), their officers, agents, subcontractors, assigns, or

employees under this Master Agreement. The provisions of this paragraph shall survive the termination of this Master Agreement.

SECTION 8. -- INSURANCE

Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, each CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of this Master 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 Master 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

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

11 Within thirty (30) days from the date CONTRACTOR signs and executes this
12 Master Agreement, CONTRACTOR shall provide certificates of insurance and
13 endorsement as stated above for all of the foregoing policies, as required herein to:
14 County of Fresno, Robert Bash, Director of Internal Services/Chief Information Officer,
15 333 W. Pontiac Way, Clovis, CA 93612, stating that such insurance coverages have
16 been obtained and are in full force; that the County of Fresno, its officers, agents and
17 employees will not be responsible for any premiums on the policies; that such
18 Commercial General Liability insurance names the County of Fresno, its officers, agents
19 and employees, individually and collectively, as additional insured, but only insofar as
20 the operations under this Master Agreement are concerned; that such coverage for
21 additional insured shall apply as primary insurance and any other insurance, or self-
22 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
23 only and not contributing with insurance provided under CONTRACTOR's policies; and
24 that this insurance shall not be cancelled or changed without a minimum of thirty (30)
25 days advance, written notice given to COUNTY. If CONTRACTOR fails to keep in effect
26 at all times all required insurance coverages, COUNTY may, in addition to other
27 remedies it may have, suspend or terminate this Master Agreement.

1 All policies shall be issued by admitted insurers licensed to do business in the
2 State of California, and such insurance shall be purchased from companies possessing
3 a current A.M. Best, Inc. rating of A FSC VII or better.

4 **SECTION 9. -- MODIFICATION**

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

7 **SECTION 10. -- NON - ASSIGNMENT**

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

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

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

21 **SECTION 12. -- NOTICES**

22 The persons and their addresses having authority to give and receive written
23 notices under this Master Agreement include the following:

24 **COUNTY OF FRESNO**

25 County of Fresno-ISD

26 Director of Internal Services/
27 Chief Information Officer
28 333 W. Pontiac Way, Clovis, CA 93612
lsdap-ar@FresnoCountyCA.gov

1 Any and all notices between the COUNTY and the CONTRACTORS provided for
2 or permitted under this Master Agreement or by law shall be in writing and shall be
3 deemed duly served when personally delivered to all of the parties, or in lieu of such
4 personal service, when deposited in the United States Mail, postage prepaid, addressed
5 to such party, or by electronic mail sent to CONTRACTOR at CONTRACTOR's email
6 address identified by the email address on Attachment B, or if to COUNTY, at COUNTY's
7 email address noted above.

8 **SECTION 13. -- LEGAL AUTHORITY**

9 Each individual executing this Master Agreement on behalf of a CONTRACTOR
10 hereby covenants, warrants, and represents: (i) that he or she is duly authorized to
11 execute or attest and deliver this Master Agreement on behalf of such entity, e.g.
12 (without limitation), corporation, limited liability company, limited partnership, partnership
13 or sole proprietorship, in accordance with all applicable formalities and under California
14 law; (ii) that this Master Agreement is binding on such entity; and (iii) that
15 CONTRACTOR (as applicable) is a duly organized and legally existing corporation,
16 limited liability company, limited partnership, partnership or sole proprietorship in good
17 standing in the State of California.

18 **SECTION 14. -- GOVERNING LAW**

19 Venue for any action arising out of or relating to this Master Agreement shall only
20 be in Fresno County, California. The rights and obligations of the parties and all
21 interpretation and performance of this Master Agreement shall be governed in all
22 respects by the laws of the State of California.

23 **SECTION 15. -- DISCLOSURE OF SELF-DEALING TRANSACTIONS**

24 This provision is only applicable if the CONTRACTOR is operating as a
25 corporation (a for-profit or non-profit corporation) or if during the term of this Master
26 Agreement, the CONTRACTOR changes its status to operate as a corporation.

27 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
28 transactions that they are a party to while CONTRACTOR is providing goods or

1 performing services under this Master Agreement. A self-dealing transaction shall mean
2 a transaction to which the CONTRACTOR is a party and in which one or more of its
3 directors has a material financial interest. Members of CONTRACTOR'S Board of
4 Directors shall disclose any self-dealing transactions that they are a party to by
5 completing and signing a *Self-Dealing Transaction Disclosure Form* (Attachment D) and
6 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
7 immediately thereafter.

8 **SECTION 16. -- ENTIRE AGREEMENT**

9 This Master Agreement constitutes the entire Agreement between
10 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes
11 all previous Agreement negotiations, proposals, commitments, writings, advertisements,
12 publications, and understandings of any nature whatsoever unless expressly included in
13 this Agreement.


14 In the event of any inconsistency in interpreting the documents which constitute this
15 Master Agreement, the inconsistency shall be resolved by giving precedence in the
16 following order of priority: (1) the text of this Master Agreement, excluding all
17 Attachments other than Attachment A and D; (2) The COUNTY's RFQ, Attachment B;
18 and (3) each respective CONTRACTOR's response to the RFQ, Attachment series C.
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1 IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement
2 as of the Effective Date.

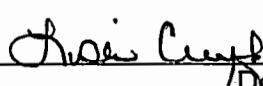
3
4 **CONTRACTOR**

COUNTY OF FRESNO

5
6
7 **See Additional Signature Pages**
8 **Attached**


Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

9
10
11
12 **ATTEST:**
13 Bernice E. Seidel
14 Clerk of the Board of Supervisors
County of Fresno, State of California

15
16
17 By: 
18 Deputy

19
20 **FOR ACCOUNTING USE ONLY:**

21 **FUND: 1045/0001**

22 **SUBCLASS: 10000**

23 **ORG No.: 8935/31112425**

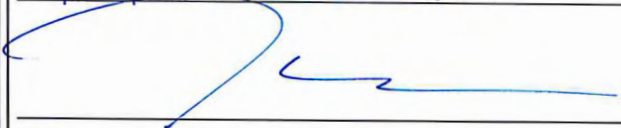
24 **Account No.: 7205**
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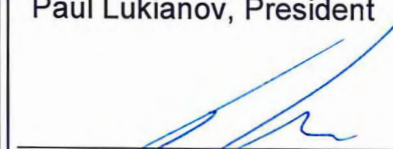
1 By executing this signature page, CONTRACTOR becomes a signatory to the
2 Master Agreement, dated ____ ____, 2018 and agrees that it is a party to the Master
3 Agreement with the COUNTY and is bound by its terms.

4 IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement
5 as of the Effective Date.
6

7 **CONTRACTOR**

8 Red Wave Comm, Inc

9 
10
11 Paul Lukianov, President

12 
13
14 John Lukianov, Treasurer

15
16
17 Red Wave Communications, Inc.

18 3582 W. Holland Ave.

19 Suite #101

20 Fresno, CA 93722
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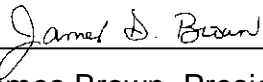
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2 Master Agreement, dated _____, 2018 and agrees that it is a party to the Agreement
3 with the COUNTY and is bound by its terms.

4 IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement
5 as of the Effective Date.
6

7 **CONTRACTOR**

8 _____

9

10 

11 James Brown, President

12

13 

14 Carolina Brown, Treasurer

15

16

17 West Coast Security, Inc.

18 541 Taylor Way

19 Suite # 2

20 San Carlos, CA 94070
21
22
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PARTICIPATING CONTRACTORS

CLASSIFICATION	CONSULTANT NAME	ADDRESS	*GIVE & RECEIVE NOTICES
Primary vendor	Red Wave Communications	3582 W. Holland Ave, #101 Fresno, CA 93722	Paul Lukianov, President paul@redwavecomm.com (559) 271-9350
Backup vendor	West Coast Security, Inc.	541 Taylor Way, Suite 2 San Carlos, CA 94070	James Brown, CEO james@wcsecurity.com (800) 421-2585

COUNTY OF FRESNO

REQUEST FOR QUOTATION

NUMBER: 17-050

COMPONENTS, EMERGENCY RESPONSE AND LARGE SCALE INSTALLATION SERVICES FOR IDENTIV-HIRSCH VELOCITY ACCESS CONTROL SYSTEM

Issue Date: January 5, 2017

Closing Date: FEBRUARY 2, 2017

Quotation will be considered LATE when the official Purchasing time clock reads 2:01 P.M.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at
phone (559) 600-7110.

Check County of Fresno Purchasing's website at
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for any future addenda.

Please submit all Quotations to:
County of Fresno – Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached
"County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

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

- A cash discount of _____ % _____ days will apply.

COMPANY _____

ADDRESS _____

CITY _____

STATE _____

ZIP CODE _____

() _____

() _____

TELEPHONE NUMBER _____

FACSIMILE NUMBER _____

E-MAIL ADDRESS _____

SIGNATURE (IN BLUE INK) _____

PRINT NAME _____

TITLE _____

Purchasing Use: DS:st

ORG/Requisition: 8935 / 1321701097

COUNTY OF FRESNO PURCHASING

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

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

GENERAL CONDITIONS

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

1. BID PREPARATION:

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

2. SUBMITTING BIDS:

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

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

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

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

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

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

3. FAILURE TO BID:

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

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (7.975%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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

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

6. AWARDS:

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

7. TIE BIDS:

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

8. PATENT INDEMNITY:

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

9. SAMPLES:

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

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

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

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

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

13. SPECIAL REQUIREMENT:

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

14. RECYCLED PRODUCTS/MATERIALS:

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

15. YEAR COMPLIANCE WARRANTY:

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

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

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 and in Word format to gcomuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP/RFQ 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 CAO within seven (7) working days after Purchasing's notification.

If the protesting bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal is going to the Board.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other

applicable laws shall be employed in the performance of the work hereunder.

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

20. AUDITS & RETENTION:

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

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

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

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

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

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

22. DATA SECURITY:

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

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

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

unless 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 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.

Definitions: 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 CAO. The Board has designated the County Administrative Officer as the CAO. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the CAO to satisfy the acquisition requirements of the County. The CAO may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Policy Statement: 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 CAO/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 CAO, 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 CAO/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 CAO/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.

Management Responsibility: 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.

Policy Statement: 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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KEY DATES

RFQ Issue Date: **January 5, 2017**

Vendor Conference: **January 17, 2017 at 10:00 A.M.**
Vendors are to contact Debbie Scharnick at (559) 600-7110 if planning to attend vendor conference. County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

Deadline for Written Requests for Interpretations or Corrections of RFQ: **January 19, 2017 at 10:00 A.M.**
Questions must be submitted on the Bid Page at *Public Purchase.*

RFQ Closing Date: **February 2, 2017 at 2:00 P.M.**
County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

BIDDING INSTRUCTIONS

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide hardware components, emergency response services and large scale installation requests for Fresno County's Identiv-Hirsch Velocity (IHV) Access Control System as specified herein.

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

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

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

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

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 at the scheduled Vendor Conference (see below). Any change in the RFQ will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

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

- a. Such questions are submitted in writing to County Purchasing by January 19, 2017 10:00 A.M. Cut-Off. Questions must be directed to the attention of the buyer identified on page one.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at (559) 600-7110.

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

AWARD: Award will be made to the vendor 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, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All

such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On January 17, 2017 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 Avenue (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 Debbie Scharnick at County of Fresno Purchasing, (559) 600-7110, if they are planning to attend the conference.

NOTICE TO PROCEED: Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

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 and three (3) 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".

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 7.975% regardless of vendor's place of doing business.

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

SPECIFICATIONS AND EQUALS: No exceptions to or deviations from this specification will be considered. The bidder will be required to furnish items exactly as specified herein.

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

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

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

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

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.

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

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 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 Facility Services, 4590 E. Kings Canyon Rd., Fresno, CA 93702. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

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

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 Facility Services.

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

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

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

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

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, 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.

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

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

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

PREVAILING WAGES: The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages

rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

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

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

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

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.

Contractor shall provide the Certified Payroll Records for each pay period within ten (10) days, as required herein, to the **County of Fresno, Facility Services Manager, 4590 E. Kings Canyon Rd., Fresno, CA 93702**. In the event Contractor fails to provide the Certified Payroll Records within the allotted time frame, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

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

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars

(\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

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

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

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

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

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

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

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:

GUARANTEE: The bidder shall state his written guarantee here:

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

By:

(Authorized Signature in Blue Ink)

WARRANTY AND SERVICE LOCATION:

State the warranty and/or guarantee provisions applicable to this equipment or attach warranty form with your bid.

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

ADDITIONAL ITEMS:

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

Price list for additional items:

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

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

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

State Purchase Order mailing address:

MINIMUM ORDER: Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing:

CONTRACTOR'S LICENSE:

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

The bidder shall possess a current State of California contractor's License, Class C-7 and C-28 or another license class, registrations and permits required by the State of California, County of Fresno and/or City of Fresno that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-7 and C-28, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable. Bidder must submit a copy of all license, registration and permits currently in bidder's possession relating to this RFQ.

Number and Class: _____

Date of Issue: _____

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

BONDS:

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

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

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

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

GUARANTEE: The successful 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 in Blue Ink)

Title

DIR ACKNOWLEDGEMENT

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

(Authorized Signature in Blue Ink)

Title

DIR Number

COUNTY OF FRESNO LOCAL VENDOR BID PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE

The Local Vendor and Disabled Veteran Business Enterprise Preferences apply to this RFQ.

Whenever the CAO purchases supplies, materials and/or equipment for the County through the use of competitive bids, the CAO, in evaluating the price or bid for such supplies, materials and/or equipment shall determine if each bidder is a Fresno County Local Vendor (FCLV) and/or a Disabled Veteran Business Enterprise (DVBE). Bidders that are either an FCLV or a California State Certified DVBE may be granted a preference when determining the award of a bid. FCLV and DVBE, for the purposes of this section, are defined below.

A. Fresno County Local Vendor (FCLV)

1. The vendor has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the CAO; and
2. The vendor holds any required business license by a jurisdiction located in Fresno County; and
3. The vendor employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Fresno County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within Fresno County.

B. Disabled Veteran Business Enterprise (DVBE)

A vendor must be certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) as of the close of the competitive bid process in which they are participating. State certification as a DVBE is issued by the California Department of General Services.

Other Conditions

1. Any vendor claiming to be a FCLV as defined above, or a DVBE shall so certify in writing to the CAO. The CAO shall not be required to verify the accuracy of any such certifications, and shall have sole discretion to determine if a vendor meets the definition of a FCLV.
2. Any person or business falsely claiming to be a FCLV or DVBE under this section shall be ineligible to transact any business with the County for a period of not less than three (3) months and not more twenty-four (24) months as determined at the sole discretion of the CAO. The CAO shall also have the right to terminate all or any part of any contract entered into with such person or business.
3. In the event that the CAO rejects a vendor's claim that they are a FCLV and/or a DVBE, and as such declares them to be ineligible, such vendor shall be entitled to a public hearing before the Board of Supervisors and a five (5) day notice of the time and place thereof.
4. This section shall not apply to contracts required by state or federal statutes or regulations to be awarded to the lowest responsible bidder or otherwise exempted from local preference.

Preferences

FCLVs and DVBEs that submit a bid within five percent (5%) of the lowest responsive and responsible bid will, under certain specified circumstances, qualify to submit a new bid within two County business days of County's notification. Such new bids must be in an amount less than or equal to the lowest responsive and responsible bid previously determined by the CAO. If the CAO receives new bids from qualifying FCLVs and/or DVBEs, he shall award the contract to the FCLV or DVBE that submits the lowest responsive and responsible bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the CAO. The lowest responsive and responsible bid shall be solely determined by the CAO.

The CAO will consider the following four categories of bidder relative to the Fresno County Local Vendor Preference and the Disabled Veteran Business Enterprise Preference.

Vendor Preference Categories

- 1) FCLV – Fresno County Local Vendor as defined above.
- 2) DVBE – Disabled Veteran Business Enterprise as defined above; a DVBE is not also a FCLV unless specifically designated as such.
- 3) FCLV & DVBE – A vendor that is both a Fresno County Local Vendor and Disabled Veteran Business Enterprise as defined above.
- 4) VNP – Vendor No Preference; A vendor that is neither a Fresno County Local Vendor nor a Disabled Veteran Business Enterprise.

The following table identifies the various combinations of vendor preference categories that could be received in response to an RFQ. It also indicates when a vendor qualifies for a re-bid under either the FCLV or DVBE Preference.

The first column of the table identifies the Vendor Preference Category of the bidder that the CAO has determined to be the lowest cost, responsive and responsible bidder. Each vendor preference category is shown in the columns to the right. The table indicates when a vendor category qualifies for a re-bid relative to the low bid category in the first column (read left to right).

Low Bid Submitted by Vendor Preference Category	FCLV & DVBE	FCLV	DVBE (Not a FCLV)	VNP
FCLV & DVBE Award to Low BidNo Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
VNP Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity
FCLV Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
DVBE (Not a FCLV) Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity

Applying the Preferences

In determining the award of a Request for Quotation (RFQ), the CAO will first identify the lowest cost responsive and responsible bidder, and award will be made to that vendor when such vendor is both a FCLV and a DVBE.

If the lowest such bidder is not an FCLV, it will be determined if the Local Vendor Preference and/or the DVBE Preference are applicable to other bidders. The preferences will then apply to bids submitted by FCLVs and DVBEs that are within 5% of the designated low bid. The vendors submitting bids that are within the 5% will be granted an opportunity to submit a new bid. It must be stressed that in the event of a tie between a FCLV and a DVBE that is not a FCLV, the FCLV shall take precedence in award of the contract. This condition is necessary to remain consistent with Fresno County Charter Section 12 (h), which specifically calls for a preference to local vendors.

When the lowest responsive and responsible bidder is a FCLV, other bidders who are both FCLVs and DVBEs will have the opportunity to re-bid.

When the lowest responsive and responsible bid is from a non-local DVBE, all FCLVs will be offered a re-bid opportunity.

PREFERENCE CERTIFICATION LOCAL VENDOR AND/OR DISABLED VETERANS BUSINESS ENTERPRISE

The Fresno County Local Vendor Preference (FCLV) and the Disabled Veteran Business Enterprise Preference (DVBE) are applicable to this Request for Quotation as previously explained.

Qualified Vendors that desire consideration as a FCLV and/or a DVBE under this RFQ must complete the "Statement of Local Vendor Certification" and/or the "Statement of DVBE Certification", each is included below, and submit it/them as a part of their quotation. Late submittals of these certification forms will not be considered. Submission of either or both certifications will qualify the vendor for treatment as a local vendor or a DVBE for purposes of this RFQ only. The certification(s) made under this RFQ do not qualify the vendor for a preference under any other RFQ.

NOTIFICATION OF RE-BID

If a vendor's bid qualifies under the Fresno County Local Vendor Preference or the DVBE Preference, the vendor will be notified of his/her opportunity to re-bid. If so notified, the Vendor must submit his/her re-bid within two County business days of notification.

Notification will be issued by e-mail or Fax, whichever is preferred by the vendor. Notification to Vendor shall be considered complete upon County's transmission of e-mail or Fax. It will be the vendor's responsibility to check his/her e-mail or Fax messages for notification. The vendor's delay in retrieval of his/her notification will not alter the two (2) County business day period allowed for re-bid submission.

FCLV or DVBE TO COMPLETE:

Indicate ONE method for notification of re-bid opportunity by providing the appropriate e-mail address or Fax number. Submit this document as a part of your quotation.

E-Mail Address or Fax Number (Identify contact person)

**STATEMENT OF LOCAL VENDOR CERTIFICATION
COUNTY OF FRESNO**

Qualified local vendors desiring consideration under the Fresno County Local Vendor Preference must complete the following and submit with their quotation (print or type).

I, _____, _____
(individual submitting bid) (title)
of/for _____ Certify that _____
(Company Name) (Company Name)

Is a Fresno County local Vendor as defined within this RFQ and therefore qualifies for the Local Vendor Preference.

Signature (In Blue Ink) _____ Title _____ Date

(Print Name)

STATEMENT OF DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION

Qualified vendors desiring consideration under the Fresno County DVBE Preference must complete the following and submit with their quotation (print or type).

I, _____, _____
(individual submitting bid) (title)
of/for _____ Certify that _____
(*Company Name) (Company Name)

Is a Disabled Veteran Business Enterprise certified by the State of California and therefore qualifies for the DVBE Preference.

State of California DVBE Certification Number:

Signature (In Blue Ink) Title Date

(Print Name)

*Company name on file with the State of California DVBE program.

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

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

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

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

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

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

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

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

SPECIFICATIONS

The County of Fresno on behalf of the Department of Internal Services is requesting quotations from qualified vendors to provide hardware components, emergency response services, and large-scale installation requests to Fresno County's Identiv-Hirsch Velocity (IHV) access control system. The County of Fresno wishes to award one (1) vendor.

Brand Specific Product

Manufacturers name and product descriptions used in this RFQ are product specific. Any access control system hardware shall be from a single-source manufacturer, Identiv-Hirsch. Failure to comply with this requirement will result in a non-responsive bid.

Existing System Description

The County of Fresno utilizes IHV access control systems to control access to County facilities. The Hirsch application server software resides on a dedicated server running version 3.5 SP2 and the operating system utilizes an SQL Server 2012 database. The client workstations utilize Windows 7 and Windows 10. All controllers and workstations are connected to the server across the county wide area network (WAN). There are currently more than one hundred panels.

Field hardware consists of wired Hirsch Scramble Pads, Scramble Prox, and magnetic strip card readers. In addition to these readers, there are door contact switches, door strikes, reader interface modules, interconnecting power and communication wiring, head-end intelligent system controllers, electronic door hardware, and request to exit motion devices. All of the access control system readers are hardwired to a Hirsch DIGI-TRAC M2, M8, or MX control panel. These control panels are then connected to a local area network (LAN) using a Hirsch SNIB board.

General Requirements:

1. All work of a callback nature shall be treated as an emergency and work commenced shall be carried through to completion without delay. Emergency callback service shall consist of prompt response to requests from the Director of Internal Services or his/her authorized representatives to restore system to normal operations.
2. The bidder shall provide all necessary maintenance, repair, and installation services in accordance with the current state adopted codes, service laws or ordinances, and all rules and regulations without additional expense to County. All services should comply with State, County and Municipal buildings ordinances and regulations insofar as the same are binding upon the State and within the jurisdiction where the work is to be performed.
3. If permit or code violations are found with work performed by the bidder, the bidder must correct all violations at no additional charge to Fresno County.
4. Fresno County reserves the right to make all final decisions to determine whether to proceed with repair, replacement, and installation of any equipment.
5. All installations, configurations, and optimizations must be completed, as specified, and approved by County management in writing. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the County.
6. The bidder shall maintain 24 hours a day, 7 days a week emergency availability to coordinate any necessary resolution to system failures or problems.
7. Normal business working hours are defined as 7:00am to 5:00pm, Monday through Friday, unless otherwise indicated by County.
8. The bidder shall be required to provide recommendations that include detailed written analysis for repairs, replacement, new installations, and other services when requested by the County.
9. The bidder is to furnish all labor, equipment, materials, tools, labor and transportation required for any request for maintenance, repairs, and installations.
10. Bidder's personnel working on the site(s) must wear and display a Company photo ID at all times.

11. The security access control system shall be UL-Listed.
12. The bidder is responsible for properly disposing of any materials removed or replaced.
13. The bidder shall, at all times, protect building from damage; remove and replace with new work any work damaged by failure to provide protection. Replacement of damaged work will be at no additional cost to the County.
14. Individuals may be required to give consent to a criminal background check and be approved by County prior to access of drawings and locked facilities. This includes, but is not limited to the County's detention facilities. Cost of criminal background checks is a responsibility of Fresno County.
15. **ADDITIONAL REQUIREMENT SPECIFIC TO THE PERFORMANCE OF MAINTENANCE, REPAIR, AND INSPECTION IN THE COUNTY'S CORRECTIONAL FACILITIES:**

"CONTRACTOR shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation at no charge to CONTRACTOR."

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

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

16. **DEFINITIONS AND TERMINOLOGY:**

Emergency Response Services are defined as situations that may pose an immediate risk to Fresno County employees, citizens, business processes, and property. They require urgent intervention to prevent a worsening of a situation. These services will only be requested when County resources are unavailable. Determination of need is at the sole discretion of the Director of Internal Services or his/her authorized representative(s).

Large-Scale Installation Requests are appropriate when Fresno County acquires a new building with a minimum of 8 doors that needs IHV installation services. Services will be requested on an as-needed basis when County resources are at capacity. Determination of need is at the sole discretion of the Director of Internal Services or his/her authorized representative(s).

COMPLY/NOT COMPLY

Bidders are instructed to indicate their compliance or non-compliance with the specifications.

Compliance and understanding of the specifications is to be noted marking "COMPLY" in the box provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY".

Bidder will only be considered for award if they can comply with the listed requirements.

Failure to furnish emergency call-back service as listed below 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.

<u>BIDDER TO COMPLETE:</u>	<u>COMPLY/ NOT COMPLY</u>
1. Bidder must submit an IHV price list with bid.	_____
2. Bidder shall deliver all hardware to County facilities.	_____
3. Bidder must be a certified distributor of IHV hardware.	_____
4. Bidder shall provide ground delivery for stock items in two (2) days from receipt of order.	_____
5. Bidder shall acknowledge the service request by phone within 30 minutes.	_____
6. Emergency call backs categorized as LEVEL 1 requires onsite response in one (1) hour or less.	_____
7. Emergency call backs categorized as LEVEL 2 requires onsite response in four (4) hours or less.	_____
8. Emergency call backs categorized as LEVEL 3 requires onsite response at 7:00 A.M. the next, normal working day.	_____

QUOTATION SCHEDULE

Successful bidder will coordinate with the County of Fresno to provide hardware, emergency response services, and installation services to the IHV access control system. All bidders will be required to submit a quote on all items included within this RFQ.

Submittals not providing quotes for all items will not be considered.

1.0 Hardware Support

A guaranteed percentage discount from IHV's price lists is requested on all hardware purchases. List any applicable discounts and their effective dates below:

Discount (%)	Effective Date(s)

2.0 Emergency Response Services and Large-Scale Installation Requests

Itemize your hourly labor rates for an on-site service technician. Rates must include costs for travel and all other charges. No charges in addition to quote will be paid.

On-site services during <i>normal</i> hours:	\$_____/hour
On-site services <i>after</i> normal hours:	\$_____/hour

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. _____ All signatures must be in **blue ink**.
2. _____ The Request for Quotation (RFQ) has been signed and completed.
3. _____ **One (1) original** and **three (3) copies** of the RFQ have been provided.
4. _____ Addenda, if any, have been completed, signed and included in the bid package.
5. _____ The completed *Reference List* as provided with this RFQ.
6. _____ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
7. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. _____ The *Participation* page as provided within this RFQ has been signed and included
9. _____ The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
10. _____ *Bidder to Complete* page as provided with this RFQ.
11. _____ Verification of Department of Industrial Relations Contractor Registration.
12. _____ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
13. _____ Specification, descriptions etc. for items offered under bidder(s) quotation.
14. _____ A description of the design and techniques that the bidder will use to complete the project.
15. _____ 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.	17-050
Closing Date:	February 2, 2017
Closing Time:	2:00 P.M.
Commodity or Service:	Components, Emergency Response and Large Scale Installation Services for Identiv-Hirsch Velocity Access Control System

Return Checklist with your RFQ response.

ATTACHMENT C



COPY

**County of Fresno
Request for Quotation
Number: 17-050**

COMPONENTS, EMERGENCY RESPONSE AND
LARGE SCALE INSTALLATION SERVICES FOR
IDENTIV-HIRSCH VELOCITY ACCESS CONTROL
SYSTEM

**Closing Date: February 2, 2017
2:00 PM**

Submitted by:
Red Wave Comm, Inc
3582 W Holland Ave Ste 101
Fresno, CA 93722

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. ☒ All signatures must be in **blue ink**.
2. ☒ The Request for Quotation (RFQ) has been signed and completed.
3. ☒ **One (1) original and three (3) copies** of the RFQ have been provided.
4. ☒ Addenda, if any, have been completed, signed and included in the bid package.
5. ☒ The completed *Reference List* as provided with this RFQ.
6. ☒ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
7. ☒ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. ☒ The *Participation* page as provided within this RFQ has been signed and included
9. ☒ The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
10. ☒ *Bidder to Complete* page as provided with this RFQ.
11. ☒ Verification of Department of Industrial Relations Contractor Registration.
12. ☒ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
13. ☒ Specification, descriptions etc. for items offered under bidder(s) quotation.
14. ☒ A description of the design and techniques that the bidder will use to complete the project.
15. ☒ 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.	17-050
Closing Date:	February 2, 2017
Closing Time:	2:00 P.M.
Commodity or Service:	Components, Emergency Response and Large Scale Installation Services for Identiv-Hirsch Velocity Access Control System

Return Checklist with your RFQ response.

COUNTY OF FRESNO

REQUEST FOR QUOTATION

NUMBER: 17-050

COMPONENTS, EMERGENCY RESPONSE AND LARGE SCALE INSTALLATION SERVICES FOR IDENTIV-HIRSCH VELOCITY ACCESS CONTROL SYSTEM

Issue Date: January 5, 2017

Closing Date: FEBRUARY 2, 2017

Quotation will be considered LATE when the official Purchasing time clock reads 2:01 P.M.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at phone (559) 600-7110.

Check County of Fresno Purchasing's website at
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for any future addenda.

Please submit all Quotations to:
County of Fresno – Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

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

- A cash discount of _____ % _____ days will apply.

COMPANY

Red Wave Comm, Inc 3582 W. Holland Ave, Ste 101

ADDRESS

Fresno

CITY

CA

STATE

93722

ZIP CODE

(559) 271-9350

TELEPHONE NUMBER

(559) 271-9354

FACSIMILE NUMBER

Paul@redwavecomm.com

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

Paul Lukianov

PRINT NAME

President

TITLE

Purchasing Use: DS:st

ORG/Requisition: 8935 / 1321701097

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFQ NUMBER: 17-050

COMPONENTS, EMERGENCY RESPONSE AND LARGE SCALE INSTALLATION SERVICES FOR IDENTIV-HIRSCH VELOCITY ACCESS CONTROL SYSTEM

Issue Date: January 27, 2017

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 QUOTATION WILL BE AT 2:00 P.M., ON FEBRUARY 2, 2017.

QUOTATION WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:01 P.M.

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

Questions must be submitted on the Bid Page at Public Purchase or contact **Debbie Scharnick**, at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 17-050 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN IN BLUE INK AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

➤ **Questions and Answers**

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 17-050

COMPANY NAME:

Reed Wave Comm. Inc.

(PRINT)

SIGNATURE (In Blue Ink):

[Signature]

NAME & TITLE:

Paul Luklana, President.

(PRINT)

Purchasing Use: DS:st

ORG/Requisition: 8935 / 1321701097

Addendum No. ONE (1)
Request for Quotation Number: 17-050
January 27, 2017

Page 2

QUESTIONS AND ANSWERS

Q1. Do you have a specific model of the HES branded strikes that you stated were your standard, or are you open for us to select?

A1. We prefer HES strikes but are open to others as all installs are different.

Q2. Or are they in subsequent SOW?

A2. Dependent on the scope of work

Q3. Is the vendor responsible for installing the strikes?

A3. Yes

Q4. Are your CCMs (Firmware Chips) kept current? Or would we need to plan for the time required to flash upgrade those?

A4. Yes, our CCMs are current

Q5. What is the current version, is it at 7.5.63?

A5. Most CCM's are at version 7.5. or above

Q6. What is your oldest panel?

A6. It operates at 6.3 but all CCMs are updated and current

Q7. What version does your server run, are you at 3.5?

A7. Yes

Q8. Do you use Ethernet?

A8. Yes

Q9. How many client workstations do you have?

A9. 10 or less

Q10. How many of your client workstations are used for badging/printing?

A10. 1

Q11. Do you have a maintenance plan on the badge printer?

A11. No

Q12. Is it dual or single-sided?

A12. Dual

Q13. What model printer do you have, and what is your current throughput on the printing at that station?

A13. Magicard Rio Pro – 500 cards on busy months

Q14. Are you exceeding the manufacturer's specifications?

A14. Yes

Q15. What method do you use for taking and capturing the photos at your badging station?

Addendum No. ONE (1)
Request for Quotation Number: 17-050
January 27, 2017

Page 3

A15. Standard digital camera with TWAIN import

Q16. Do your operators at your 10 workstations require training?

A16. Most operators have attended the instructor led class at IDENTIV Headquarters

Q17. Do you have good retention with your printing staff?

A17. Yes

Q18. What Models and quantity of controllers do you have in the field?

A18. Model 8's (older style) and some MX panels (newer style), and all panels have 1 MEB-128 Memory expansion board

Q19. Are you installing any Global IO products?

A19. No

Q20. How do you handle your backups and are they stored off site from the main server?

A20. Yes, IT handles that, it's done automatically

Q21. What is your card standard?

A21. 26 Bit Weigand, 125Khz card

Q22. Is your card technology in proprietary format?

A22. No. Printer/badging supplies are on a different contract

Q23. Are you using the PVC-H card?

A23. Yes

Q24. Do your onsite electricians handle power (120vac) when needed? Or do you need us to supply turnkey?

A24. Fresno County electricians do handle power 120vac, however vendor must be able to supply turnkey as County electricians may or may not be available. Electrical licensing above a C-7 may also be required by vendor or vendor's subcontractor.

Q25. Do you have a warranty tracking program in place for installed hardware?

A25. No.

Q26. Do you have a formal acceptance/signoff process for accepting work once complete?

A26. No.

Q27. What is your field hierarchy?

A27. 123 Control Panels, 500 doors, 10 workstations, and 1 printer throughout Fresno County as a whole.

Q28. Do you have a battery replacement maintenance program?

A28. Yes, we check Hirsch and power supply batteries every 6 months

Q29. What has been your most frequent service call?

A29. Scramble pad membrane switches and flex keyface assemblies

Q30. Do you keep those in stock?

Addendum No. ONE (1)
Request for Quotation Number: 17-050
January 27, 2017

Page 4

A30. Yes

Q31. Are you, for the most part, looking for hardware?

A31. Yes

Q32. Are you doing anything with older net-mucks?

A32. No

Q33. Is everything on a SNIB2 now?

A33. Yes

Q34. Your RFQ indicates that a Local Vendor and/or Veteran's Preference applies. Do you also have a special consideration for women or minority owned businesses?

A34. No

Q35. Are you foreseeing any installation projects in the near future?

A35. Yes. Any future installation projects will vary by department need and budget.

Q36. When you upgrade workstations, is it handled by IT?

A36. No, the last time we upgraded was by a prior vendor.

Q37. Are you standardizing 24-volt electrician strikes?

A37. Yes

Q38. Do you have a model preference on crash board hardware?

A38. Crash bar hardware should match existing hardware, otherwise no preference.

Q39. When do you require higher amp ridge?

A39. Only when required by manufacture recommendations

Q40. Will any race-ways or conduit be provided to the vendor?

A40. No

Q41. Is it in conduit or can we run it loose?

A41. Wire can be run loose as long as it is not accessible by the public or employees.

Q42. Are there any buildings where we would run into asbestos or lead?

A42. No, most have been abated but we can provide testing if necessary.

Quotation No. 17-050

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VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.Firm: Red Wave Comm, Inc**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: St. Agnes Medical Center Contact: Danny Jensen
 Address: 1303 E. Herndon Ave
 City: Fresno State: CA Zip: 93720
 Phone No.: (559) 450-4162 Date: 2/2/17
 Service Provided: Installed over 400 doors of Hirsch Identiv.

Reference Name: California Veterans Home Contact: Edward Salinas
 Address: 2811 W. California Ave.
 City: Fresno State: CA Zip: 93706
 Phone No.: (559) 493-4201 Date: 2/2/17
 Service Provided: We installed Hirsch Access Control throughout new facility.

Reference Name: All Service Electric Contact: Ron Platt
 Address: 7222 S. Maple Ave
 City: Fresno State: CA Zip: 93725
 Phone No.: (559) 696-6512 Date: 2/2/17
 Service Provided: Installed various projects with Access Control including Hirsch.

Reference Name: Delano Regional Medical Center Contact: _____
 Address: 1401 Garces Hwy,
 City: Delano State: CA Zip: 93215
 Phone No.: () Date: 2/2/17
 Service Provided: We installed access control throughout new and existing expansion.

Reference Name: Inland Star Contact: Dave Donathan
 Address: 3146 S. Chestnut
 City: Fresno State: CA Zip: 93725
 Phone No.: (559) 237-2052 Date: 2/2/17
 Service Provided: Access Control installed throughout multiple facilities.

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

QUOTATION SCHEDULE

Successful bidder will coordinate with the County of Fresno to provide hardware, emergency response services, and installation services to the IHV access control system. All bidders will be required to submit a quote on all items included within this RFQ.

Submittals not providing quotes for all items will not be considered.

1.0 Hardware Support

A guaranteed percentage discount from IHV's price lists is requested on all hardware purchases. List any applicable discounts and their effective dates below:

Discount (%)	Effective Date(s)
20 ⁰⁰	1/31/17

2.0 Emergency Response Services and Large-Scale Installation Requests

Itemize your hourly labor rates for an on-site service technician. Rates must include costs for travel and all other charges. No charges in addition to quote will be paid.

On-site services during <i>normal</i> hours:	\$ 115. ⁰⁰ /hour
On-site services <i>after</i> normal hours:	\$ 175. ⁰⁰ /hour

Quotation No. 17-050

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BIDDER TO COMPLETE THE FOLLOWING:**PARTICIPATION**

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

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

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

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

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

(Authorized Signature in Blue Ink)

President

Title

DIR ACKNOWLEDGEMENT

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

(Authorized Signature in Blue Ink)

President

Title

1000001102

DIR Number

COUNTY OF FRESNO LOCAL VENDOR BID PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE

The Local Vendor and Disabled Veteran Business Enterprise Preferences apply to this RFQ.

Whenever the CAO purchases supplies, materials and/or equipment for the County through the use of competitive bids, the CAO, in evaluating the price or bid for such supplies, materials and/or equipment shall determine if each bidder is a Fresno County Local Vendor (FCLV) and/or a Disabled Veteran Business Enterprise (DVBE). Bidders that are either an FCLV or a California State Certified DVBE may be granted a preference when determining the award of a bid. FCLV and DVBE, for the purposes of this section, are defined below.

A. Fresno County Local Vendor (FCLV)

1. The vendor has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the CAO; and
2. The vendor holds any required business license by a jurisdiction located in Fresno County; and
3. The vendor employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Fresno County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within Fresno County.

B. Disabled Veteran Business Enterprise (DVBE)

A vendor must be certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) as of the close of the competitive bid process in which they are participating. State certification as a DVBE is issued by the California Department of General Services.

Other Conditions

1. Any vendor claiming to be a FCLV as defined above, or a DVBE shall so certify in writing to the CAO. The CAO shall not be required to verify the accuracy of any such certifications, and shall have sole discretion to determine if a vendor meets the definition of a FCLV.
2. Any person or business falsely claiming to be a FCLV or DVBE under this section shall be ineligible to transact any business with the County for a period of not less than three (3) months and not more twenty-four (24) months as determined at the sole discretion of the CAO. The CAO shall also have the right to terminate all or any part of any contract entered into with such person or business.
3. In the event that the CAO rejects a vendor's claim that they are a FCLV and/or a DVBE, and as such declares them to be ineligible, such vendor shall be entitled to a public hearing before the Board of Supervisors and a five (5) day notice of the time and place thereof.
4. This section shall not apply to contracts required by state or federal statutes or regulations to be awarded to the lowest responsible bidder or otherwise exempted from local preference.

Preferences

FCLVs and DVBEs that submit a bid within five percent (5%) of the lowest responsive and responsible bid will, under certain specified circumstances, qualify to submit a new bid within two County business days of County's notification. Such new bids must be in an amount less than or equal to the lowest responsive and responsible bid previously determined by the CAO. If the CAO receives new bids from qualifying FCLVs and/or DVBEs, he shall award the contract to the FCLV or DVBE that submits the lowest responsive and responsible bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the CAO. The lowest responsive and responsible bid shall be solely determined by the CAO.

The CAO will consider the following four categories of bidder relative to the Fresno County Local Vendor Preference and the Disabled Veteran Business Enterprise Preference.

Vendor Preference Categories

- 1) FCLV – Fresno County Local Vendor as defined above.
- 2) DVBE – Disabled Veteran Business Enterprise as defined above; a DVBE is not also a FCLV unless specifically designated as such.
- 3) FCLV & DVBE – A vendor that is both a Fresno County Local Vendor and Disabled Veteran Business Enterprise as defined above.
- 4) VNP – Vendor No Preference; A vendor that is neither a Fresno County Local Vendor nor a Disabled Veteran Business Enterprise.

The following table identifies the various combinations of vendor preference categories that could be received in response to an RFQ. It also indicates when a vendor qualifies for a re-bid under either the FCLV or DVBE Preference.

The first column of the table identifies the Vendor Preference Category of the bidder that the CAO has determined to be the lowest cost, responsive and responsible bidder. Each vendor preference category is shown in the columns to the right. The table indicates when a vendor category qualifies for a re-bid relative to the low bid category in the first column (read left to right).

Low Bid Submitted by Vendor Preference Category	FCLV & DVBE	FCLV	DVBE (Not a FCLV)	VNP
FCLV & DVBE Award to Low Bid No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
VNP Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity
FCLV Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
DVBE (Not a FCLV) Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity

Applying the Preferences

In determining the award of a Request for Quotation (RFQ), the CAO will first identify the lowest cost responsive and responsible bidder, and award will be made to that vendor when such vendor is both a FCLV and a DVBE.

If the lowest such bidder is not an FCLV, it will be determined if the Local Vendor Preference and/or the DVBE Preference are applicable to other bidders. The preferences will then apply to bids submitted by FCLVs and DVBEs that are within 5% of the designated low bid. The vendors submitting bids that are within the 5% will be granted an opportunity to submit a new bid. It must be stressed that in the event of a tie between a FCLV and a DVBE that is not a FCLV, the FCLV shall take precedence in award of the contract. This condition is necessary to remain consistent with Fresno County Charter Section 12 (h), which specifically calls for a preference to local vendors.

When the lowest responsive and responsible bidder is a FCLV, other bidders who are both FCLVs and DVBEs will have the opportunity to re-bid.

When the lowest responsive and responsible bid is from a non-local DVBE, all FCLVs will be offered a re-bid opportunity.

**PREFERENCE CERTIFICATION
LOCAL VENDOR
AND/OR
DISABLED VETERANS BUSINESS ENTERPRISE**

The Fresno County Local Vendor Preference (FCLV) and the Disabled Veteran Business Enterprise Preference (DVBE) are applicable to this Request for Quotation as previously explained.

Qualified Vendors that desire consideration as a FCLV and/or a DVBE under this RFQ must complete the "Statement of Local Vendor Certification" and/or the "Statement of DVBE Certification", each is included below, and submit it/them as a part of their quotation. Late submittals of these certification forms will not be considered. Submission of either or both certifications will qualify the vendor for treatment as a local vendor or a DVBE for purposes of this RFQ only. The certification(s) made under this RFQ do not qualify the vendor for a preference under any other RFQ.

NOTIFICATION OF RE-BID

If a vendor's bid qualifies under the Fresno County Local Vendor Preference or the DVBE Preference, the vendor will be notified of his/her opportunity to re-bid. If so notified, the Vendor must submit his/her re-bid within two County business days of notification.

Notification will be issued by e-mail or Fax, whichever is preferred by the vendor. Notification to Vendor shall be considered complete upon County's transmission of e-mail or Fax. It will be the vendor's responsibility to check his/her e-mail or Fax messages for notification. The vendor's delay in retrieval of his/her notification will not alter the two (2) County business day period allowed for re-bid submission.

FCLV or DVBE TO COMPLETE:

Indicate ONE method for notification of re-bid opportunity by providing the appropriate e-mail address or Fax number. Submit this document as a part of your quotation.

Paul @redwavecomm.com

E-Mail Address or Fax Number (Identify contact person)

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STATEMENT OF LOCAL VENDOR CERTIFICATION COUNTY OF FRESNO

Qualified local vendors desiring consideration under the Fresno County Local Vendor Preference must complete the following and submit with their quotation (print or type).

I, Paul Lukianov, President
(individual submitting bid) (title)
 off for Red Wave Comm. Inc Certify that Red Wave Comm. Inc
(Company Name) (Company Name)

Is a Fresno County local Vendor as defined within this RFQ and therefore qualifies for the Local Vendor Preference.

Paul Lukianov President 2/2/17
Signature (In Blue Ink) Title Date
Paul Lukianov
(Print Name)

STATEMENT OF DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION

Qualified vendors desiring consideration under the Fresno County DVBE Preference must complete the following and submit with their quotation (print or type).

I, _____, _____
(individual submitting bid) (title)
 off for _____ Certify that _____
(*Company Name) (Company Name)

Is a Disabled Veteran Business Enterprise certified by the State of California and therefore qualifies for the DVBE Preference.

State of California DVBE Certification Number: _____

Signature (In Blue Ink) Title Date

(Print Name)

*Company name on file with the State of California DVBE program.

Quotation No. 17-050

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BIDDER TO COMPLETE:**GUARANTEE:** The bidder shall state his written guarantee here:

Red Wave guarantees that during the duration of this project
we will perform in a timely manner, furnish all materials, and
repair or replace required or defective material.

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

Within 10 working days maximum.

By:

(Authorized Signature in Blue Ink)

WARRANTY AND SERVICE LOCATION:

State the warranty and/or guarantee provisions applicable to this equipment or attach warranty form with your bid.

See attached manufacturers warranty

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

Red Wave Comm, Inc - 3582 W. Holland Ave Ste 101
Fresno, CA 93722

ADDITIONAL ITEMS:

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

Price list for additional items:

A [20%] percent discount from manufacturer's enclosed price list will be allowed on purchases of all additional items.

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

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

State Purchase Order mailing address:

Red Wave Comm, Inc - 3582 W. Holland Ave, Ste 101
Fresno, CA 93722

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MINIMUM ORDER: Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

NONE REQUIRED

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing:

NONE

CONTRACTOR'S LICENSE:

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

The bidder shall possess a current State of California contractor's License, Class C-7 and C-28 or another license class, registrations and permits required by the State of California, County of Fresno and/or City of Fresno that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-7 and C-28, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable. Bidder must submit a copy of all license, registration and permits currently in bidder's possession relating to this RFQ.

Number and Class:

500378 A, B, C-7, C-10

Date of Issue:

10/23/1986

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

BONDS:

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

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

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

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

GUARANTEE: The successful 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.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
RED WAVE COMM, INC	1000001102	FRESNO	FRESNO	05/23/2016	06/30/2017



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **500378**

Entity **CORP**

Business Name **RED WAVE COMM INC**

Classification(s) **C-7 A B C10**

Expiration Date **10/31/2018**

www.cslb.ca.gov





Red Wave Comm., Inc.
Ph.: 559.271.9350
Fax: 559.271.9354
www.redwavecomm.com
CA LIC# 500378
SBE# 24156

RE: Quotation #17-050 Design & Techniques

To whom it may concern;

Prior to engagement of a service contract, Red Wave requires an open dialogue with our Customers to learn about their required desires and outcomes with our teaming agreement. Red Wave has the ability to fully customize our teaming agreements to our Customer's needs. These requirements may include various levels of response time, what an "emergency" level response consists of, etc. Customer satisfaction and Red Wave's willingness to achieve this goal is instrumental to our success.

The County of Fresno can expect a top tier approach from Red Wave and its account management for this project. The assigned account manager will always be available during normal business hours for items such as quotes, project deployment planning or status, billing, etc.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Lukianov", written over a horizontal line.

Paul Lukianov
CEO

Red Wave Comm. Inc. | 3582 W. Holland Ave, Ste 101
Fresno, CA 93722
559-271-9350

COMPLY/NOT COMPLY

Bidders are instructed to indicate their compliance or non-compliance with the specifications.

Compliance and understanding of the specifications is to be noted marking "COMPLY" in the box provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY".

Bidder will only be considered for award if they can comply with the listed requirements.

Failure to furnish emergency call-back service as listed below 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.

BIDDER TO COMPLETE:

**COMPLY/
NOT COMPLY**

- | | |
|--|---------------|
| 1. Bidder must submit an IHV price list with bid. | <u>Comply</u> |
| 2. Bidder shall deliver all hardware to County facilities. | <u>Comply</u> |
| 3. Bidder must be a certified distributor of IHV hardware. | <u>Comply</u> |
| 4. Bidder shall provide ground delivery for stock items in two (2) days from receipt of order. | <u>Comply</u> |
| 5. Bidder shall acknowledge the service request by phone within 30 minutes. | <u>Comply</u> |
| 6. Emergency call backs categorized as LEVEL 1 requires onsite response in one (1) hour or less. | <u>Comply</u> |
| 7. Emergency call backs categorized as LEVEL 2 requires onsite response in four (4) hours or less. | <u>Comply</u> |
| 8. Emergency call backs categorized as LEVEL 3 requires onsite response at 7:00 A.M. the next, normal working day. | <u>Comply</u> |

West Coast Security is pleased to submit the attached bid documents as requested. West Coast Security provides Hirsch Identive Products for our customers as our primary product line, and has been exclusively providing the Hirsch product line to our customers since 2001. Prior to that, our founders were Hirsch dealers employed in the industry since 1991.

We completed our first Hirsch installation in May of 1991 for a large bio-tech customer, and we are skilled in every platform that Hirsch has released including:

1. Programming for the keypad for a non-software based system
2. Digilock
3. SNAP
4. SAM
5. Momentum
6. Velocity

West Coast Security is a diverse workplace, providing security services to many markets. However our primary market is the Government workspace. We have provided security systems (Hirsch) to 24 US Embassies, 2 foreign consulates, a number of cities, counties and to the State of California. We've also specialized in the biotech and medical marketplace.

West Coast Security is privately owned and meets the following special criteria:

1. Veteran Owned
2. Woman Owned
3. Minority Owned
4. Disabled Veteran Owned
5. Small Business

West Coast Security provided the bid documents requested, however we would be pleased to provide project specific quotations should they be needed.

We are Warnock-Hersey certified to core and re-certify fire doors as needed. We install our own locking hardware, reducing the cost that some contractors incur when hiring locksmiths and subcontractors.

At this point in time, we have no exclusions since the bid is not project specific, and we're not aware of any conditions and/or services that would be beyond our reach. On a rare occasion when bidding a project it makes sense to all involved to exclude certain phases of a project. For example, if an electrician is already onsite performing a portion of a scope, it may be fiscally appropriate to have them add the one outlet for our controllers, vs having us work parallel to them, adding unnecessary costs.

COUNTY OF FRESNO

REQUEST FOR QUOTATION

NUMBER: 17-050

COMPONENTS, EMERGENCY RESPONSE AND LARGE SCALE INSTALLATION SERVICES FOR IDENTIV-HIRSCH VELOCITY ACCESS CONTROL SYSTEM

Issue Date: January 5, 2017

Closing Date: FEBRUARY 2, 2017

Quotation will be considered LATE when the official Purchasing time clock reads 2:01 P.M.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at phone (559) 600-7110.

Check County of Fresno Purchasing's website at
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for any future addenda.

Please submit all Quotations to:
County of Fresno – Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

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

- A cash discount of .02 % NET 15 days will apply.

COMPANY

West Coast Security, Inc

ADDRESS

541 Taylor Way, Suite 2, San Carlos, Ca. 94070

CITY

STATE

ZIP CODE

(800) 421-2585

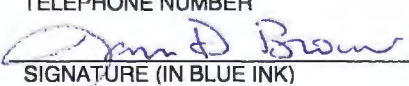
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james@wcsecurity.com

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

 SIGNATURE (IN BLUE INK)

James Brown

CEO

PRINT NAME

TITLE

Purchasing Use: DS:st

ORG/Requisition: 8935 / 1321701097

Quotation No. 17-050

COUNTY OF FRESNO PURCHASING

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

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

GENERAL CONDITIONS

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

1. BID PREPARATION:

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

2. SUBMITTING BIDS:

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

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

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

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

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

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

3. FAILURE TO BID:

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

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (7.975%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

Quotation No. 17-050**5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:**

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

6. AWARDS:

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

7. TIE BIDS:

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

8. PATENT INDEMNITY:

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

9. SAMPLES:

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

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

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

11. DISCOUNTS:

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

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

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

13. SPECIAL REQUIREMENT:

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

14. RECYCLED PRODUCTS/MATERIALS:

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

15. YEAR COMPLIANCE WARRANTY:

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

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

16. PARTICIPATION:

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

Quotation No. 17-050

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 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP/RFQ 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 CAO within seven (7) working days after Purchasing's notification.

If the protesting bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal is going to the Board.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other

applicable laws shall be employed in the performance of the work hereunder.

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

20. AUDITS & RETENTION:

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

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

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

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

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

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

22. DATA SECURITY:

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

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

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

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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 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.

Definitions: 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 CAO. The Board has designated the County Administrative Officer as the CAO. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the CAO to satisfy the acquisition requirements of the County. The CAO may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Policy Statement: 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 CAO/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 CAO, 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 CAO/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 CAO/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.

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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.

Management Responsibility: 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.

Policy Statement: 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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KEY DATES

RFQ Issue Date:	January 5, 2017
Vendor Conference: <i>Vendors are to contact Debbie Scharnick at (559) 600-7110 if planning to attend vendor conference.</i>	January 17, 2017 at 10:00 A.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Deadline for Written Requests for Interpretations or Corrections of RFQ:	January 19, 2017 at 10:00 A.M. Questions must be submitted on the Bid Page at <i>Public Purchase.</i>
RFQ Closing Date:	February 2, 2017 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

BIDDING INSTRUCTIONS

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide hardware components, emergency response services and large scale installation requests for Fresno County's Identiv-Hirsch Velocity (IHV) Access Control System as specified herein.

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

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

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

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

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 at the scheduled Vendor Conference (see below). Any change in the RFQ will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

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

- a. Such questions are submitted in writing to County Purchasing by January 19, 2017 10:00 A.M. Cut-Off. Questions must be directed to the attention of the buyer identified on page one.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at (559) 600-7110.

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

AWARD: Award will be made to the vendor 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, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All

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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 January 17, 2017 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 Avenue (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 Debbie Scharnick at County of Fresno Purchasing, (559) 600-7110, if they are planning to attend the conference.

NOTICE TO PROCEED: Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

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 and three (3) 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".

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 7.975% regardless of vendor's place of doing business.

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

SPECIFICATIONS AND EQUALS: No exceptions to or deviations from this specification will be considered. The bidder will be required to furnish items exactly as specified herein.

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

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

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

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

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

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

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

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 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 Facility Services, 4590 E. Kings Canyon Rd., Fresno, CA 93702. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

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

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 Facility Services.

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

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

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

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

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, 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

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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.

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

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

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

PREVAILING WAGES: The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages

rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

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

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.

Contractor shall provide the Certified Payroll Records for each pay period within ten (10) days, as required herein, to the **County of Fresno, Facility Services Manager, 4590 E. Kings Canyon Rd., Fresno, CA 93702**. In the event Contractor fails to provide the Certified Payroll Records within the allotted time frame, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

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

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars

(\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

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

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

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

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

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

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

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.

Quotation No. 17-050**Page 11****BIDDER TO COMPLETE:****GUARANTEE:** The bidder shall state his written guarantee here:

West Coast Security, Inc guarantee our bid for a period of 6 months.

Hirsch Branded parts are warranted for 2 years, other products we carry vary from 1 to 3 years

West Coast Security, Inc. labor is warranted for workmanship for 1 year

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

Typically between 3 to 5 business days for standard parts.

By:


(Authorized Signature in Blue Ink)**WARRANTY AND SERVICE LOCATION:**

State the warranty and/or guarantee provisions applicable to this equipment or attach warranty form with your bid.

Hirsch Branded parts are warranted for 2 years, other products we carry vary from 1 to 3 years.

Labor is warranted for 1 year for workmanship.

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

West Coast Security, Inc. Corporate Headquarters - 541 Taylor Way, Suite 2, San Carlos, CA. 94070

Most technicians respond from their home of record, which is dispersed throughout Northern California.

ADDITIONAL ITEMS:

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

Price list for additional items:

A [17] percent discount from manufacturer's enclosed price list will be allowed on purchases of all additional items.

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

Items in **Type/Column/Group A** - 17% discount off list.Items in **Type/Column/Group B** - 18% discount off list. **Type/Column/Group C** - Custom quoted as needed.

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

State Purchase Order mailing address:

West Coast Security, Inc.

541 Taylor Way, Suite 2

San Carlos, CA. 94070

MINIMUM ORDER: Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

No minimum order quantities unless otherwise stated on price list as required by the manufacturer

(ie: prox cards - minimum of 100)

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing:

CONTRACTOR'S LICENSE:

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

The bidder shall possess a current State of California contractor's License, Class C-7 and C-28 or another license class, registrations and permits required by the State of California, County of Fresno and/or City of Fresno that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-7 and C-28, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable. Bidder must submit a copy of all license, registration and permits currently in bidder's possession relating to this RFQ.

Number and Class: C10 - 798959 ACO - 5659

Date of Issue: August 29th, 2001

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

BONDS:

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

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

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

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

GUARANTEE: The successful 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.

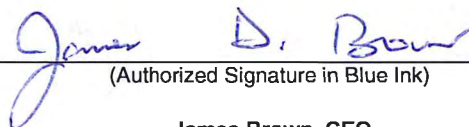

(Authorized Signature in Blue Ink)

James Brown, CEO

Title

DIR ACKNOWLEDGEMENT

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


(Authorized Signature in Blue Ink)

James Brown, CEO

Title

1000026862

DIR Number

COUNTY OF FRESNO LOCAL VENDOR BID PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE

The Local Vendor and Disabled Veteran Business Enterprise Preferences apply to this RFQ.

Whenever the CAO purchases supplies, materials and/or equipment for the County through the use of competitive bids, the CAO, in evaluating the price or bid for such supplies, materials and/or equipment shall determine if each bidder is a Fresno County Local Vendor (FCLV) and/or a Disabled Veteran Business Enterprise (DVBE). Bidders that are either an FCLV or a California State Certified DVBE may be granted a preference when determining the award of a bid. FCLV and DVBE, for the purposes of this section, are defined below.

A. Fresno County Local Vendor (FCLV)

1. The vendor has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the CAO; and
2. The vendor holds any required business license by a jurisdiction located in Fresno County; and
3. The vendor employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Fresno County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within Fresno County.

B. Disabled Veteran Business Enterprise (DVBE)

A vendor must be certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) as of the close of the competitive bid process in which they are participating. State certification as a DVBE is issued by the California Department of General Services.

Other Conditions

1. Any vendor claiming to be a FCLV as defined above, or a DVBE shall so certify in writing to the CAO. The CAO shall not be required to verify the accuracy of any such certifications, and shall have sole discretion to determine if a vendor meets the definition of a FCLV.
2. Any person or business falsely claiming to be a FCLV or DVBE under this section shall be ineligible to transact any business with the County for a period of not less than three (3) months and not more twenty-four (24) months as determined at the sole discretion of the CAO. The CAO shall also have the right to terminate all or any part of any contract entered into with such person or business.
3. In the event that the CAO rejects a vendor's claim that they are a FCLV and/or a DVBE, and as such declares them to be ineligible, such vendor shall be entitled to a public hearing before the Board of Supervisors and a five (5) day notice of the time and place thereof.
4. This section shall not apply to contracts required by state or federal statutes or regulations to be awarded to the lowest responsible bidder or otherwise exempted from local preference.

Preferences

FCLVs and DVBEs that submit a bid within five percent (5%) of the lowest responsive and responsible bid will, under certain specified circumstances, qualify to submit a new bid within two County business days of County's notification. Such new bids must be in an amount less than or equal to the lowest responsive and responsible bid previously determined by the CAO. If the CAO receives new bids from qualifying FCLVs and/or DVBEs, he shall award the contract to the FCLV or DVBE that submits the lowest responsive and responsible bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the CAO. The lowest responsive and responsible bid shall be solely determined by the CAO.

Quotation No. 17-050**Page 16**

The CAO will consider the following four categories of bidder relative to the Fresno County Local Vendor Preference and the Disabled Veteran Business Enterprise Preference.

Vendor Preference Categories

- 1) FCLV – Fresno County Local Vendor as defined above.
- 2) DVBE – Disabled Veteran Business Enterprise as defined above; a DVBE is not also a FCLV unless specifically designated as such.
- 3) FCLV & DVBE – A vendor that is both a Fresno County Local Vendor and Disabled Veteran Business Enterprise as defined above.
- 4) VNP – Vendor No Preference; A vendor that is neither a Fresno County Local Vendor nor a Disabled Veteran Business Enterprise.

The following table identifies the various combinations of vendor preference categories that could be received in response to an RFQ. It also indicates when a vendor qualifies for a re-bid under either the FCLV or DVBE Preference.

The first column of the table identifies the Vendor Preference Category of the bidder that the CAO has determined to be the lowest cost, responsive and responsible bidder. Each vendor preference category is shown in the columns to the right. The table indicates when a vendor category qualifies for a re-bid relative to the low bid category in the first column (read left to right).

Low Bid Submitted by Vendor Preference Category	FCLV & DVBE	FCLV	DVBE (Not a FCLV)	VNP
FCLV & DVBE Award to Low Bid No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
VNP Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity
FCLV Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
DVBE (Not a FCLV) Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity

Applying the Preferences

In determining the award of a Request for Quotation (RFQ), the CAO will first identify the lowest cost responsive and responsible bidder, and award will be made to that vendor when such vendor is both a FCLV and a DVBE.

If the lowest such bidder is not an FCLV, it will be determined if the Local Vendor Preference and/or the DVBE Preference are applicable to other bidders. The preferences will then apply to bids submitted by FCLVs and DVBEs that are within 5% of the designated low bid. The vendors submitting bids that are within the 5% will be granted an opportunity to submit a new bid. It must be stressed that in the event of a tie between a FCLV and a DVBE that is not a FCLV, the FCLV shall take precedence in award of the contract. This condition is necessary to remain consistent with Fresno County Charter Section 12 (h), which specifically calls for a preference to local vendors.

When the lowest responsive and responsible bidder is a FCLV, other bidders who are both FCLVs and DVBEs will have the opportunity to re-bid.

When the lowest responsive and responsible bid is from a non-local DVBE, all FCLVs will be offered a re-bid opportunity.

**PREFERENCE CERTIFICATION
LOCAL VENDOR
AND/OR
DISABLED VETERANS BUSINESS ENTERPRISE**

The Fresno County Local Vendor Preference (FCLV) and the Disabled Veteran Business Enterprise Preference (DVBE) are applicable to this Request for Quotation as previously explained.

Qualified Vendors that desire consideration as a FCLV and/or a DVBE under this RFQ must complete the "Statement of Local Vendor Certification" and/or the "Statement of DVBE Certification", each is included below, and submit it/them as a part of their quotation. Late submittals of these certification forms will not be considered. Submission of either or both certifications will qualify the vendor for treatment as a local vendor or a DVBE for purposes of this RFQ only. The certification(s) made under this RFQ do not qualify the vendor for a preference under any other RFQ.

NOTIFICATION OF RE-BID

If a vendor's bid qualifies under the Fresno County Local Vendor Preference or the DVBE Preference, the vendor will be notified of his/her opportunity to re-bid. If so notified, the Vendor must submit his/her re-bid within two County business days of notification.

Notification will be issued by e-mail or Fax, whichever is preferred by the vendor. Notification to Vendor shall be considered complete upon County's transmission of e-mail or Fax. It will be the vendor's responsibility to check his/her e-mail or Fax messages for notification. The vendor's delay in retrieval of his/her notification will not alter the two (2) County business day period allowed for re-bid submission.

FCLV or DVBE TO COMPLETE:

Indicate ONE method for notification of re-bid opportunity by providing the appropriate e-mail address or Fax number. Submit this document as a part of your quotation.

james@wcsecurity.com

E-Mail Address or Fax Number (Identify contact person)

**STATEMENT OF LOCAL VENDOR CERTIFICATION
COUNTY OF FRESNO**

Qualified local vendors desiring consideration under the Fresno County Local Vendor Preference must complete the following and submit with their quotation (print or type).

I, _____, _____
(individual submitting bid) (title)
of/for _____ Certify that _____
(Company Name) (Company Name)

Is a Fresno County local Vendor as defined within this RFQ and therefore qualifies for the Local Vendor Preference.

 Signature (In Blue Ink)

 Title

 Date

 (Print Name)

STATEMENT OF DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION


Qualified vendors desiring consideration under the Fresno County DVBE Preference must complete the following and submit with their quotation (print or type).

<u>James D. Brown</u> ,		<u>CEO</u>	
(individual submitting bid)		(title)	
of/for	<u>West Coast Security , Inc.</u>	Certify that	<u>West Coast Security, Inc.</u>
	(*Company Name)		(Company Name)

Is a Disabled Veteran Business Enterprise certified by the State of California and therefore qualifies for the DVBE Preference. Pending CEO is a service connected disabled veteran

State of California DVBE Certification Number:

Pending. CEO is a service connected disabled veteran, application for DVBE recently submitted to VA.

 _____ Signature (In Blue Ink)	CEO _____ Title	Feb 1st, 2017 _____ Date
James Brown _____ (Print Name)		

*Company name on file with the State of California DVBE program.

West Coast Security, Inc.

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.Firm: West Coast Security, Inc.**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: City of Watsonville Contact: Mark Lamoreaux
 Address: 215 Union Street, 2nd Floor
 City: Watsonville State: CA Zip: 95076
 Phone No.: (831) 768-3431 Date: April 2007 - Present
 Service Provided: Access Control (Hirsch), CCTV (Exacq and Arecont IP Cameras), Intercom, Intrusion and Fire Alarm.

Reference Name: City of Sunnyvale Contact: Troy Tano
 Address: 221 Commercial Ave
 City: Sunnyvale State: CA Zip: 94086
 Phone No.: (408) 730-7563 Date: Dec 2004 - Present
 Service Provided: Access Control (Hirsch), CCTV (Exacq and Arecont IP Cameras), Intercom, Intrusion and Fire Alarm.

Reference Name: County of San Mateo Contact: Jason Peardon
 Address: 400 County Center Road
 City: Redwood City State: Ca Zip: 94063
 Phone No.: (650) 372-3215 Date: Feb 2009 - Present
 Service Provided: Access Control (Hirsch), CCTV (Exacq and Arecont IP Cameras), Intercom, Intrusion and Fire Alarm.

Reference Name: Comcast Contact: Gennady Lobendze
 Address: 1050 Enterprise Way
 City: Sunnyvale State: Ca Zip: 94089
 Phone No.: (408) 470-9007 Date: Aug 2011 - Present
 Service Provided: Access Control (Hirsch), CCTV (Exacq and Arecont IP Cameras), Intrusion and Fire Alarm.

Reference Name: Ultragenyx Contact: Ky Caldwell
 Address: 60 Leveroni Court
 City: Novato State: CA Zip: 94949
 Phone No.: (415) 475-6897 Date: April 2016 - Present
 Service Provided: Access Control (Hirsch), CCTV (Exacq and Arecont IP Cameras), Intercom, Intrusion and Fire Alarm.

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

SPECIFICATIONS

The County of Fresno on behalf of the Department of Internal Services is requesting quotations from qualified vendors to provide hardware components, emergency response services, and large-scale installation requests to Fresno County's Identiv-Hirsch Velocity (IHV) access control system. The County of Fresno wishes to award one (1) vendor.

Brand Specific Product

Manufacturers name and product descriptions used in this RFQ are product specific. Any access control system hardware shall be from a single-source manufacturer, Identiv-Hirsch. Failure to comply with this requirement will result in a non-responsive bid.

Existing System Description

The County of Fresno utilizes IHV access control systems to control access to County facilities. The Hirsch application server software resides on a dedicated server running version 3.5 SP2 and the operating system utilizes an SQL Server 2012 database. The client workstations utilize Windows 7 and Windows 10. All controllers and workstations are connected to the server across the county wide area network (WAN). There are currently more than one hundred panels.

Field hardware consists of wired Hirsch Scramble Pads, Scramble Prox, and magnetic strip card readers. In addition to these readers, there are door contact switches, door strikes, reader interface modules, interconnecting power and communication wiring, head-end intelligent system controllers, electronic door hardware, and request to exit motion devices. All of the access control system readers are hardwired to a Hirsch DIGI-TRAC M2, M8, or MX control panel. These control panels are then connected to a local area network (LAN) using a Hirsch SNIB board.

General Requirements:

1. All work of a callback nature shall be treated as an emergency and work commenced shall be carried through to completion without delay. Emergency callback service shall consist of prompt response to requests from the Director of Internal Services or his/her authorized representatives to restore system to normal operations.
2. The bidder shall provide all necessary maintenance, repair, and installation services in accordance with the current state adopted codes, service laws or ordinances, and all rules and regulations without additional expense to County. All services should comply with State, County and Municipal buildings ordinances and regulations insofar as the same are binding upon the State and within the jurisdiction where the work is to be performed.
3. If permit or code violations are found with work performed by the bidder, the bidder must correct all violations at no additional charge to Fresno County.
4. Fresno County reserves the right to make all final decisions to determine whether to proceed with repair, replacement, and installation of any equipment.
5. All installations, configurations, and optimizations must be completed, as specified, and approved by County management in writing. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the County.
6. The bidder shall maintain 24 hours a day, 7 days a week emergency availability to coordinate any necessary resolution to system failures or problems.
7. Normal business working hours are defined as 7:00am to 5:00pm, Monday through Friday, unless otherwise indicated by County.
8. The bidder shall be required to provide recommendations that include detailed written analysis for repairs, replacement, new installations, and other services when requested by the County.
9. The bidder is to furnish all labor, equipment, materials, tools, labor and transportation required for any request for maintenance, repairs, and installations.
10. Bidder's personnel working on the site(s) must wear and display a Company photo ID at all times.

11. The security access control system shall be UL-Listed.
12. The bidder is responsible for properly disposing of any materials removed or replaced.
13. The bidder shall, at all times, protect building from damage; remove and replace with new work any work damaged by failure to provide protection. Replacement of damaged work will be at no additional cost to the County.
14. Individuals may be required to give consent to a criminal background check and be approved by County prior to access of drawings and locked facilities. This includes, but is not limited to the County's detention facilities. Cost of criminal background checks is a responsibility of Fresno County.
15. **ADDITIONAL REQUIREMENT SPECIFIC TO THE PERFORMANCE OF MAINTENANCE, REPAIR, AND INSPECTION IN THE COUNTY'S CORRECTIONAL FACILITIES:**

"CONTRACTOR shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation at no charge to CONTRACTOR."

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

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

16. **DEFINITIONS AND TERMINOLOGY:**

Emergency Response Services are defined as situations that may pose an immediate risk to Fresno County employees, citizens, business processes, and property. They require urgent intervention to prevent a worsening of a situation. These services will only be requested when County resources are unavailable. Determination of need is at the sole discretion of the Director of Internal Services or his/her authorized representative(s).

Large-Scale Installation Requests are appropriate when Fresno County acquires a new building with a minimum of 8 doors that needs IHV installation services. Services will be requested on an as-needed basis when County resources are at capacity. Determination of need is at the sole discretion of the Director of Internal Services or his/her authorized representative(s).

COMPLY/NOT COMPLY

Bidders are instructed to indicate their compliance or non-compliance with the specifications.

Compliance and understanding of the specifications is to be noted marking "COMPLY" in the box provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY".

Bidder will only be considered for award if they can comply with the listed requirements.

Failure to furnish emergency call-back service as listed below 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.

BIDDER TO COMPLETE:

	COMPLY/ NOT COMPLY
1. Bidder must submit an IHV price list with bid.	COMPLY
2. Bidder shall deliver all hardware to County facilities.	COMPLY
3. Bidder must be a certified distributor of IHV hardware.	COMPLY
4. Bidder shall provide ground delivery for stock items in two (2) days from receipt of order.	COMPLY PROVIDING MFG HAS PARTS IN STOCK
5. Bidder shall acknowledge the service request by phone within 30 minutes.	COMPLY
6. Emergency call backs categorized as LEVEL 1 requires onsite response in one (1) hour or less.	NON-COMPLY 2 TO 3 HOURS TYPICAL
7. Emergency call backs categorized as LEVEL 2 requires onsite response in four (4) hours or less.	COMPLY
8. Emergency call backs categorized as LEVEL 3 requires onsite response at 7:00 A.M. the next, normal working day.	COMPLY

QUOTATION SCHEDULE

Successful bidder will coordinate with the County of Fresno to provide hardware, emergency response services, and installation services to the IHV access control system. All bidders will be required to submit a quote on **all** items included within this RFQ.

Submittals not providing quotes for all items will not be considered.

1.0 Hardware Support

A guaranteed percentage discount from IHV's price lists is requested on all hardware purchases. List any applicable discounts and their effective dates below:

Discount (%)	Effective Date(s)
17% Type A	June 2018
18% Type B	June 2018
TBQ Type C	June 2018
TBQ means To Be Quoted	

2.0 Emergency Response Services and Large-Scale Installation Requests

Itemize your hourly labor rates for an on-site service technician. Rates must include costs for travel and all other charges. No charges in addition to quote will be paid.

On-site services during <i>normal</i> hours:	\$ <u>125</u> /hour
On-site services <i>after</i> normal hours:	\$ <u>210</u> /hour

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 All signatures must be in **blue ink**.
2. X The Request for Quotation (RFQ) has been signed and completed.
3. X **One (1) original and three (3) copies** 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. X The *Quotation Schedule* as provided with this RFQ has been completed, price 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 and included
9. X The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
10. X *Bidder to Complete* page as provided with this RFQ.
11. X Verification of Department of Industrial Relations Contractor Registration.
12. X Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
13. X Specification, descriptions etc. for items offered under bidder(s) quotation.
14. X A description of the design and techniques that the bidder will use to complete the project.
15. 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.	<u> 17-050 </u>
Closing Date:	<u> February 2, 2017 </u>
Closing Time:	<u> 2:00 P.M. </u>
Commodity or Service:	Components, Emergency Response and Large Scale Installation Services for Identiv-Hirsch Velocity Access Control System

Return Checklist with your RFQ response.

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFQ NUMBER: 17-050

COMPONENTS, EMERGENCY RESPONSE AND LARGE SCALE INSTALLATION SERVICES FOR IDENTIV-HIRSCH VELOCITY ACCESS CONTROL SYSTEM

Issue Date: January 27, 2017

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 QUOTATION WILL BE AT 2:00 P.M., ON FEBRUARY 2, 2017.

QUOTATION WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:01 P.M.

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

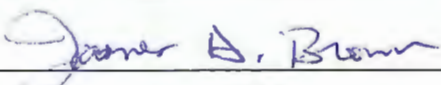
Questions must be submitted on the Bid Page at Public Purchase or contact **Debbie Scharnick**, at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 17-050 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN IN BLUE INK AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

➤ **Questions and Answers**

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 17-050

COMPANY NAME: West Coast Security, Inc.
(PRINT)

SIGNATURE (In Blue Ink): 
James Brown, CEO
(PRINT)

NAME & TITLE: _____
(PRINT)

Purchasing Use: DS:st

ORG/Requisition: 8935 / 1321701097

Addendum No. ONE (1)
Request for Quotation Number: 17-050
January 27, 2017

Page 2

QUESTIONS AND ANSWERS

Q1. Do you have a specific model of the HES branded strikes that you stated were your standard, or are you open for us to select?

A1. We prefer HES strikes but are open to others as all installs are different.

Q2. Or are they in subsequent SOW?

A2. Dependent on the scope of work

Q3. Is the vendor responsible for installing the strikes?

A3. Yes

Q4. Are your CCMs (Firmware Chips) kept current? Or would we need to plan for the time required to flash upgrade those?

A4. Yes, our CCMs are current

Q5. What is the current version, is it at 7.5.63?

A5. Most CCM's are at version 7.5. or above

Q6. What is your oldest panel?

A6. It operates at 6.3 but all CCMs are updated and current

Q7. What version does your server run, are you at 3.5?

A7. Yes

Q8. Do you use Ethernet?

A8. Yes

Q9. How many client workstations do you have?

A9. 10 or less

Q10. How many of your client workstations are used for badging/printing?

A10. 1

Q11. Do you have a maintenance plan on the badge printer?

A11. No

Q12. Is it dual or single-sided?

A12. Dual

Q13. What model printer do you have, and what is your current throughput on the printing at that station?

A13. Magicard Rio Pro – 500 cards on busy months

Q14. Are you exceeding the manufacturer's specifications?

A14. Yes

Q15. What method do you use for taking and capturing the photos at your badging station?

Addendum No. ONE (1)
Request for Quotation Number: 17-050
January 27, 2017

Page 3

A15. Standard digital camera with TWAIN import

Q16. Do your operators at your 10 workstations require training?

A16. Most operators have attended the instructor led class at IDENTIV Headquarters

Q17. Do you have good retention with your printing staff?

A17. Yes

Q18. What Models and quantity of controllers do you have in the field?

A18. Model 8's (older style) and some MX panels (newer style), and all panels have 1 MEB-128 Memory expansion board

Q19. Are you installing any Global IO products?

A19. No

Q20. How do you handle your backups and are they stored off site from the main server?

A20. Yes, IT handles that, it's done automatically

Q21. What is your card standard?

A21. 26 Bit Weigand, 125Khz card

Q22. Is your card technology in proprietary format?

A22. No. Printer/badging supplies are on a different contract

Q23. Are you using the PVC-H card?

A23. Yes

Q24. Do your onsite electricians handle power (120vac) when needed? Or do you need us to supply turnkey?

A24. Fresno County electricians do handle power 120vac, however vendor must be able to supply turnkey as County electricians may or may not be available. Electrical licensing above a C-7 may also be required by vendor or vendor's subcontractor.

Q25. Do you have a warranty tracking program in place for installed hardware?

A25. No.

Q26. Do you have a formal acceptance/signoff process for accepting work once complete?

A26. No.

Q27. What is your field hierarchy?

A27. 123 Control Panels, 500 doors, 10 workstations, and 1 printer throughout Fresno County as a whole.

Q28. Do you have a battery replacement maintenance program?

A28. Yes, we check Hirsch and power supply batteries every 6 months

Q29. What has been your most frequent service call?

A29. Scramble pad membrane switches and flex keyface assemblies

Q30. Do you keep those in stock?

Addendum No. ONE (1)
Request for Quotation Number: 17-050
January 27, 2017

Page 4

A30. Yes

Q31. Are you, for the most part, looking for hardware?

A31. Yes

Q32. Are you doing anything with older net-mucks?

A32. No

Q33. Is everything on a SNIB2 now?

A33. Yes

Q34. Your RFQ indicates that a Local Vendor and/or Veteran's Preference applies. Do you also have a special consideration for women or minority owned businesses?

A34. No

Q35. Are you foreseeing any installation projects in the near future?

A35. Yes. Any future installation projects will vary by department need and budget.

Q36. When you upgrade workstations, is it handled by IT?

A36. No, the last time we upgraded was by a prior vendor.

Q37. Are you standardizing 24-volt electrician strikes?

A37. Yes

Q38. Do you have a model preference on crash board hardware?

A38. Crash bar hardware should match existing hardware, otherwise no preference.

Q39. When do you require higher amp ridge?

A39. Only when required by manufacture recommendations

Q40. Will any race-ways or conduit be provided to the vendor?

A40. No

Q41. Is it in conduit or can we run it loose?

A41. Wire can be run loose as long as it is not accessible by the public or employees.

Q42. Are there any buildings where we would run into asbestos or lead?

A42. No, most have been abated but we can provide testing if necessary.

ATTACHMENT D

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

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

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

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

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

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

(1) Company Board Member Information:

	Date:	

(2) Company/Agency Name and Address:

--

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

--

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

--

(5) Authorized Signature

Signature:		Date:	
------------	--	-------	--

ATTACHMENT D**SELF-DEALING TRANSACTION DISCLOSURE FORM**

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	Date:		
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

NO HOSTAGE SITUATIONS



California Code of Regulations

Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

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

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

I. HOSTAGE SITUATION PROCEDURES

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

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

II. PARENTAL AND MEDIA INFORMATION

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

III. SECURITY AND OPERATIONAL REVIEW

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

NO HOSTAGE POLICY

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

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

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

PURPOSE:

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

POLICY:

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

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

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

PROCEDURES:

I. DEFINITION

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

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

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

THE PRISON RAPE ELIMINATION (PREA) ACT

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

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

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

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

BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

Background Investigations

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

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

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

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

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

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

Identification (ID) Badges

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

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