



COUNTY OF SANTA CLARA

INVITATION TO BID #841

Issued June 3, 2008

**Security Equipment for the
Department of Correction**

BID RESPONSES DUE:

**June 11, 2007
3:00 p.m.**

**In the Procurement Department
2310 North First Street, Suite 201
San Jose, CA 95131**

**BUYER:
Elva Wilson
elva.wilson@proc.sccgov.org**

TABLE OF CONTENTS

<u>Section and Title</u>	<u>Page #</u>
I. Invitation	1
II. Instructions to Bidders	1
III. Terms and Conditions	8
IV. Scope of Work and Product Specified	16
V. Bid Form	21

Exhibits:

Exhibit "A"	Temporary Security Clearance Form
Exhibit "B 1"	Payment Bond
Exhibit "B 2A"	County Insurance Requirements for Standard Service Contracts
Exhibit "C"	Designation of Subcontractors
Exhibit "D"	Customer References
Exhibit "E"	Non-Collusion Declaration
Exhibit "F"	Bidder's License Certification
Exhibit "G"	Prevailing Wage Certification

SECTION I. INVITATION

1. PROJECT DESCRIPTION:

The County of Santa Clara is requesting bids from authorized resellers to furnish and install security equipment and provide ongoing maintenance for the Santa Clara County Department of Correction, as further specified herein.

Bids from non-authorized resellers will not be considered. The County will consider pricing for new and unused equipment only.

Bid pricing must include full compensation for providing all services, labor, materials, delivery, tools, and equipment necessary to furnish and install the equipment and provide ongoing maintenance, as specified in the Invitation to Bid.

Bid pricing must also include all taxes and costs for documentation, permits and fees, as may be applicable.

2. SYNONOMOUS TERMS & DEFINITIONS:

a) Synonymous Terms:

As may be used throughout this bid invitation and its attachments the following terms are synonymous and may be used interchangeably:

- i. *Contractor, Vendor, Contractor, and Selected Bidder*
- ii. *Purchase Order, Contract, and Agreement*
- iii. *Services, Work, Scope of Work, and Project*

a) Definitions:

Whenever the following terms are used throughout this bid invitation and its attachments, the intent and meaning will be interpreted as follows:

- i. *County* refers to the County of Santa Clara, California
- ii. *Buyer and County Procurement Buyer* refer to the Santa Clara County Procurement Department Buyer managing this Invitation to Bid (ITB).
- iii. *County Project Manager* and *Project Manager* refer to the County of Santa Clara representative who will coordinate all the onsite Work with the Selected Bidder
- iv. *Contract* refers to the Contract awarded as a result of this Invitation to Bid.
- v. *Contractor* refers to the company awarded the Contract as a result of this Invitation to Bid.

SECTION II. INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

- a) Bidder shall submit the original completed response to the Invitation to Bid with appropriate attachments or explanatory materials **(including pages where no signature is required.)**
- b) Bidders must submit their bid on the County's ITB forms. All attachments submitted must be identified with the bidder's name, bid number and page number. Bids not submitted on the County's form may be considered non-responsive.
- c) All costs for the preparation of the bid shall be borne by the bidder.
- d) Bids must be completed in ink, typewritten or printed.
- e) No verbal, telephone, facsimile or electronic bids will be accepted.

2. BID DOCUMENTS:

The following, in addition to this Invitation to Bid, constitute the bid documents and are the instructions and conditions:

- a) Exhibit "A" Temporary Security Clearance Form
- b) Exhibit "B 1" Payment Bond
- c) Exhibit "B 2A" Insurance Requirements for Standard Service Contracts
- d) Exhibit "C" Designation of Subcontractor
- e) Exhibit "D" Customer References
- f) Exhibit "E" Non-Collusion Declaration
- g) Exhibit "F" Bidder's License Certification
- h) Exhibit "G" Prevailing Wage Certification

3. ITB PROCESS TENTATIVE SCHEDULE:

The following is an anticipated bid and engagement schedule. The County may change the estimated dates and process as deemed necessary.

June 2, 2008	ITB posted on RFP Depot
June 4, 2008 12: 00 noon	Submittal of Temporary Security Clearance, Exhibit A
June 5, 2008,	Mandatory Site Inspection
June 6, 2008 12:00 noon.	Last date to Submit Written Questions via RFP Depot
June 6, 2008 Close of Business	Addendum (if applicable) via RFP Depot
June 13, 2008, 2008 at 3:00 PM	Bids Due
June 13, 2008 – June 17 2008	Evaluation of Bids
June 30, 2008	Contract Award
August 30, 2008	Delivery/Installation Completion

4. SUBMITTALS:

Prior to Pre Bid Conference (Exhibit A):

Bidders must complete and submit a "Temporary Security Clearance" request form (Exhibit A) for individuals wishing to attend the prebid conference. The form must be completed and faxed to the Department of Corrections no later than **June 4, 2008 at noon**. The fax number is provided on the form

Bid Submittal:

Submit your bid **in duplicate** with signature of authorized agent(s) indicating concurrence with all aspects of the ITB. Bid responses must be returned on County forms that are included in the bid packet.

A bid not submitted on the County-supplied forms may be considered non-responsive.

- d) Bids must be delivered in a sealed envelope or box.
- e) All bid packages will be time/date stamped and logged as received by the County Procurement Department upon receipt.
- f) The Procurement Department time/date stamp is the only evidence used to establish whether a bid has been received on time.

7. LATE RESPONSES:

Bidders are responsible for the timely delivery of information. Any bid received after said time and/or at a place other than the stated address cannot be considered unless the County determines that late receipt was due to mishandling by County staff after receipt at the address provided. Late bids are property of the County and shall remain unopened.

8. POINT OF CONTACT:

The County has designated a Procurement Officer who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Elva Wilson
2310 N. First Street, Suite 201, San Jose, CA 95131
Telephone: 408/491-7410
Email: Elva.Wilson@proc.sccgov.org

Bidders may contact ONLY the Procurement Officer regarding the Invitation to Bid. Other County employees do not have the authority to respond on behalf of the County.

9. ITB QUESTIONS:

All questions regarding this ITB are to be submitted via RFP Depot by the time and date specified in Section II, Paragraph 3, ITB Process Tentative Schedule. Material issues will be addressed via Addendum posted on RFP Depot. The County is not responsible for any oral or written interpretations.

- a) All communication during the bid and evaluation phase will be directed to the Procurement Department Buyer. Failure to adhere to this process may disqualify the bidder.
- b) The County and Procurement Department make no guarantee that any questions submitted after the date and time indicated in Section II, Paragraph 3, ITB Process Tentative Schedule, will be answered before the bid closing date.

10. INTERPRETATION OF BID DOCUMENTS:

Should a bidder discover conflicts or ambiguity in the bid documents that require explanation, bidder may request an interpretation to the Procurement Department Buyer listed as the contact person for this bid. Such requests shall be made in writing prior to the last day for submittal of questions, by the time and date specified in Section II, Paragraph 3, ITB Process Tentative Schedule. The County is not responsible for oral interpretations; they shall have no legal or contractual effect and they shall not be binding on the County.

11. ADDENDA:

Any additional information not included in this ITB which the County finds necessary and material to responding to the ITB will be issued as an addendum to the ITB by the time and date specified in Section II, Paragraph 3, ITB Process Tentative Schedule.

The County makes no guarantee that any questions submitted after the deadline specified for question submittal as specified in Section II, Paragraph 3, ITB Process Tentative Schedule will be answered before the bid closing date.

12. PUBLIC BID OPENING:

There will be a public bid opening held at 3:00 PM, June 11, 2008 at the County Procurement Office.

13. MULTIPLE BIDS:

Only one bid will be accepted from any one person, partnership, corporation or entity.

14. BID TO REMAIN OPEN:

The bidder shall guarantee its bid for a period of ninety (90) calendar days from the date of bid opening.

15. EVALUATION CRITERIA:

If an award is made, it will be made to the lowest responsive and responsible bidder. Factors for determining the lowest responsive and responsible bidder include, but are not limited to, the following:

- a) Price, including Prompt Payment Discount (refer to Bid Section II, Paragraph 18).
- b) Bidder's ability to provide all products and services as specified in this bid, including, but not limited to the ability of the bidder to provide future maintenance, repairs and services as requested.
- c) Bidder's ability to meet requested delivery and completion dates as specified in this bid.
- d) Bidder's compliance to ITB terms and conditions.
- e) Past performance as indicated by reference checks and prior contracts with the County.
- f) Such other information as may be secured having a bearing on the decision.

16. LOCAL PREFERENCE:

In the procurement of Commodities and Equipment for the County, regardless of the dollar value of the proposed contract, when two or more competing vendors offer commodities and equipment of equal value for an equal price, local firms shall be given preference.

For purposes of this policy:

- a) "Local firms" are firms that currently have a main office, or branch office, or other facility, with meaningful production capability located within Santa Clara County.
- b) "Production Capability" means manufacturing, service, or research and development capability that substantially and directly enhances the firm's ability to perform the proposed contract.
- c) "Services" shall be limited to those services provided through Service Contracts and Human Services Contracts.
- d) "Commodities and Equipment" contracts include all contracts for supplies, materials, and equipment, excluding those contracts which involve a group purchasing relationship.
- e) "Equally Qualified" shall mean essentially equal in the judgment of those who are evaluating the proposals.
- f) "Of Equal Value" shall mean essentially equal in the judgment of those who are evaluating the proposals.

This preference shall not apply when prohibited by law or regulation.

17. **BID PRICING:**

Bid prices shall be given in both unit price and extended price. When a discrepancy exists between any such unit price and extended price, the unit price shall prevail.

All prices quoted shall be in dollars and "whole cents." No cent fractions shall be used.

18. **PROMPT PAYMENT DISCOUNT:**

For bid evaluation purposes, the County does not deduct cash discounts that require payment in less than thirty (30) days. However, if the County accepts an offer, any cash discount included in the offer will form a part of the related Purchase Order or Contract.

Bidder shall state any proposed payment term discount in Section V, Bid Form, Paragraph 2, Cash Discount.

19. **INTENT OF AWARD:**

If an award is made, the County reserves the right to make an award to one bidder.

20. **NON-WAIVER:**

The County's failure to address errors or omissions in the bids shall not constitute a waiver of any requirement of this ITB by the County.

21. **GROUND FOR REJECTION OR DISQUALIFICATION:**

Any false, incomplete or otherwise unresponsive statements in or in connection with a bid or any documentation or other information supplied to the County by a bidder shall be cause for rejection by the County of the bid or disqualification of the bidder, at the County's sole discretion. Any judgment as to the significance of any falsity, incompleteness or unresponsiveness shall be the prerogative of the County, as its judgment shall be final.

22. RESERVATIONS:

The County reserves the right to take the following action(s) at any time, for its own convenience, and at its sole discretion:

- a) Reject any and all bids when deemed to be in the County's best interest.
- b) Cancel the ITB and issue a new ITB any time thereafter.
- c) Extend any or all deadlines specified in the ITB, including deadlines for accepting responses.
- d) At the County's option, after bid submittal, require the bidders to submit breakdown of cost or pricing data provided in bid response.
- e) To waive any minor informality, minor irregularity, immaterial defect or technicality in bids received when deemed to be in the best interest of the County.
- f) Disqualify any bidder because of any real or apparent conflict of interest or evidence of collusion that is disclosed by the bid or other data available to the County. Such disqualification is at the sole discretion of the County and its decision shall be final.
- g) Reject the bid of any bidder that is in breach of or in default under any other contract with the County.
- h) Reject any bid deemed by the County to be non-responsive, or submitted by a bidder deemed to be unreliable, unqualified, or not responsible.

23. CALIFORNIA PUBLIC RECORDS ACT:

All bids become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (PRA, California Government Code §6250 and following). The PRA contains limited exemptions. If proprietary information is contained in or attached to the written bid, and you claim that it falls within one or more PRA exemptions, the bid must clearly mark that information "Exempt from PRA." In the event of a PRA request for such information, the County will contact you and request that you agree in writing to defend and indemnify the County in any litigation that may result from denial of a PRA request. Unless you timely agree to do so, the County will disclose the information under the PRA.

24. MODIFICATION OR WITHDRAWL OF BIDS:

- a) Before Date and Time for Receipt of Bids — Bids that contain mistakes discovered by the bidder before the date and time for receipt of bids may be modified or withdrawn by written notice to the County Procurement Buyer received prior to the deadline. Any modification shall be clearly identified as such and shall be made in writing, executed and submitted in the same form and manner as the original bid. Bids that are withdrawn will be returned to the bidder at bidder's own cost.
- b) After Date and Time for Receipt of Bids — A bidder may not modify its bid after the date and time set for receipt of bids.

SECTION III. TERMS AND CONDITIONS

The following are the terms and conditions that will form any contract as a result of this Invitation to Bid.

No other terms and conditions will be considered or accepted and may render your bid non-responsive. This includes language included in any exhibits included in this ITB.

1. **PRICE PROTECTION:**

Equipment and Installation Related Services:

- a) Prices quoted herein for equipment purchase and installation related services shall be firm and fixed for the duration of the project.
- b) County will not pay additional costs or charges that are not included in the bidder's response to this Invitation to Bid for requirements set forth in the Bid.

Maintenance Service:

Contractor guarantees that annual maintenance costs, which commences at the expiration of the one-year maintenance period, shall be firm for the duration of the first one-year period. County will consider a price increase at the beginning of each one year period not to exceed 3% per year. Request for increase must be supported by written documentation presented at least 30 days prior to effective date. The County will be the sole judge in determining if documentation is acceptable to support the requested increase.

2. **TERM OF MAINTENANCE CONTRACT:**

Maintenance contract shall commence at the expiration of the one-year warranty period.

Contractor shall provide written notice to the County Dept of Correction forty-five (45) days prior to the expiration of the one-year warranty period in order to execute the annual maintenance contract.

The initial term of the maintenance contract shall be for one year with an option to extend for 4 additional one-year periods, up to 5 years maximum.

Contract extension shall be by mutual written agreement and in compliance with terms and conditions of this contract.

3. **FREIGHT TERMS:**

All shipments to the County shall be freight prepaid and allowed. (Cost absorbed by Contractor.) Proposed freight cost must include insurance and handling costs.

4. **FOB POINT:**

All shipments must be shipped be FOB (free on board) Destination to the County.

5. RISK OF LOSS:
Regardless of FOB point, Contractor 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 Contractor from any obligation hereunder.

6. TIME IS OF THE ESSENCE:
Delivery must be completed within the performance requirements stated in Bid Section IV, Part 1, Paragraph, Installation Schedule. If any anticipated or actual delays arise, contractor must immediately notify County, unless subject to Force Majure (Bid Section III, Paragraph 26).

7. IDENTIFICATION:
All invoices, packing lists, packages, and other written documents affecting the order shall contain the applicable purchase order number. Packing lists shall be enclosed in each individual box or package shipped to County. Invoices will not be processed for payment until all items/services invoiced are received and accepted.

8. INVOICE:
Invoices for goods or services not specifically detailed in this Invitation to Bid and subsequent Contract will not be approved for payment. The bill-to address will be provided on the Purchase Order. Each invoice must be itemized and clearly identify the following information:
 - a) Product/service and pricing in accordance with the Purchase Order/Contract Award
 - b) Delivery location(s)
 - c) Time and date of delivery

9. PAYMENT:
Invoice payments terms will be computed either from the date of delivery/installation and acceptance of the goods ordered, or the date of receipt of correct and proper invoices, prepared in accordance with the terms of the Contract, whichever date is later. Payment is deemed to have been made on the date when the County mails the warrant.

The County will not consider prepayment (partial or full) on this order.

10. TAXES, CHARGES AND EXTRAS:
 - a) Sales tax shall be quoted separately. Please identify in Bid Section V, Bid Form which items are **not** subject to sales tax.

 - b) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, will be paid by the County unless expressly included the bid.

- c) The County does not pay Federal Excise Taxes (F.E.T). Do not include these taxes in your bid price, but do list the amount of any such tax as a separate item. The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K.

11. LATE PAYMENT CHARGES:

The County will not pay late payment charges.

12. WARRANTY/MAINTENANCE SERVICE:

- a) Contractor shall guarantee that the equipment (all components) will perform according to manufacturer documentation. If any component is dead on arrival (DOA), damaged upon receipt, or if it fails to perform according to the manufacturer documentation within thirty (30) days of installation and acceptance of product, at the County's option, the Contractor shall replace said component with same within ten (10) calendar days. If the Contractor fails to do so, the County reserves the right to seek remedy according to Bid Section III, Paragraph 13, "Rights and Remedies for Default." All warranty replacement costs, including shipping and handling to and from the County, shall be borne by the Contractor.
- b) If the defective component is out of production or discontinued by the manufacturer, at the County's option, Contractor shall replace said component with a replacement model that is equal or better than the configurations of the defective component. The County shall be the sole judge in determining equal or better.
- c) Unless otherwise agreed to in writing by the parties, all implied and express warranties pursuant to the California Commercial Code, sections 2320- 2317, shall apply to the goods covered by this bid.
- d) Warranty period shall be one year from date of installation and acceptance by the County. Costs for one-year warranty must be included in your bid price. All warranty and maintenance work will be performed by the dealer or will be coordinated by the dealer. All warranty work to be onsite, if repair cannot be performed remotely.
- e) Under the warranty and maintenance all components, parts, material, labor, travel (to and from sites), freight, tools, equipment, etc. required to repair or replace defective, worn, or non-functioning parts, components, etc as required to maintain the system at its optimum performance shall be borne by the Contractor.
- f) There shall be no limit to the number of service calls during the warranty period or maintenance contract.

13. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- a) The County may terminate the Purchase Order and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the County may precede with acquiring the product in any manner deemed proper by the County. The cost to the County shall be deducted from any

sum due the Contractor under the Purchase Order, and the balance, if any, shall be paid by Contractor upon demand.

- b) In the event any item furnished by the Contractor in the performance of the Purchase Order or Contract should fail to conform to the specifications therefore, or to the sample submitted by the Contractor with his bid, the County may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith, without expense to the County and immediately to replace all such rejected items with others conforming to such specifications or samples, provided that should the Contractor fail, neglect, or refuse to do so County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such item and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the prices named in the purchase order and the actual cost thereof to the County. In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.
- c) Cost of inspection of deliveries or offers for delivery, which do not meet specifications, will be for the account of the Contractor.
- d) Rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Purchase Order.

14. ACCOUNTABILITY:

The Contractor will be the primary point of contact and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

15. COMPLIANCE WITH LAWS:

Contractor shall comply with all applicable federal, state, and local rules, regulations and laws now in effect or hereafter enacted by the State of California and the County of Santa Clara. Contractor and County agree to be bound by all County ordinance provisions or any amendments thereto.

16. MODIFICATION TO CONTRACT:

Once a Contract is awarded, Contractor may not make any changes to the Contract without prior written approval from the County Procurement Department. If prior written approval was not given and obtained, any changes, alterations, modifications, and deviations resulting in extra cost may not be recognized or paid for by the County.

17. LIENS, CLAIMS, AND ENCUMBRANCES:

If a Contract is awarded, Contractor warrants and represents that all the goods and materials ordered are free and clear of all liens, claims or encumbrances of any kind.

18. SECURITY CLEARANCE:

All Contractor's employees, agents, and representative wishing to enter any County correctional facility must first receive a security clearance prior to entrance. Contractor should allow at least three weeks for completion of the security clearance process.

Requests for security clearances shall be coordinated with the County Project Manager, John Payne. The County reserves the right the refuse entrance to any one not in possession of a security clearance badge or to confiscate any security clearance badge issued at its discretion.

Contractor shall bear all costs associated with the required security clearances for employees assigned to perform services on this account, including, but not limited to all time and travel costs, if any, for obtaining security clearances.

19. BASIC WAGE RATES:

This Work project is subject to the provisions of Labor Code §1771, et. seq. applies; copies of prevailing wage rates are on file at the addresses shown on Exhibit G. Contractors are required to pay, and ensure that their subcontractors pay, the prevailing wage as determined by the Director of the California Department of Industrial Relations (State of California, Labor Code, Sections 1770-1776).

20. INDEMNITY AND INSURANCE REQUIREMENTS:

Contractor must maintain insurance coverage as required by the County during the term of the Contract. Submit required insurance certificate with bid. Refer to Exhibit B-2A.

21. INDEPENDENT CONTRACTOR:

Contractor shall perform all Work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any of the Work or services described hereunder shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

22. NON-DISCRIMINATION:

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning non-discrimination and equal opportunity in contracting. Such laws include but are not limited to the following:

- Title VII of the Civil Rights Act of 1964 as amended;
- Americans with Disabilities Act of 1990;
- the Rehabilitation Act of 1973 (§503 and §504);
- California Fair Employment and Housing Act (Government Code §12900 et seq.);
- California Labor Code §1101 and §1102.

Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

23. CONTROLLING LAW:

This bid, and any resulting Contract, shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding this Contract shall be the County of Santa Clara.

24. SAFETY AND HEALTH STANDARDS:

Contractor agrees to comply with the applicable provisions of the California Occupational Safety and Health Act of 1973, (Labor Code §6300 et. seq.) and the standards and regulations issued thereunder. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of the Contractor's failure to comply with the act and any standards or regulations issued thereunder.

25. ASSIGNMENT:

If a Contract is awarded to a Contractor as a result of this Invitation to Bid (ITB), the Contractor shall not assign the requirements of this Contract, or any interest herein, without the written consent of the County, and then only to a person or persons approved by County on such terms and conditions as County may require. Contractor shall not subcontract all or any portion of the Work or business of this Contract without the written consent of the County.

26. FORCE MAJURE:

Contractor shall not be liable for any delays or failure to perform with respect to this Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots. In the event of such a delay, the date of performance shall be extended for a period of time equal to the loss by reason of delay.

27. SEVERABILITY:

Should any part of this Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of this Contract which shall continue in full force and effect, provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

28. PHYSICAL DAMAGE AND REPAIR:

Any/all damages caused by Contractor's negligence and/or operations shall be repaired, replaced or reimbursed by Contractor at no charge to County. County will approve which action is in the County's best interests. Damages shall be repaired within 72 hours of the incident unless the County requests or agrees to an extension requested by the Contractor. Contractor is responsible for the cleanup of all litter and fluid spills from Contractor's equipment. The clean up of all incidents involving the accidental or intentional release of any/all non-hazardous or hazardous materials (e.g., hydraulic fluid, fuel, grease, etc.), from Contractor's vehicles or during performance of Work will be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to the County (i.e., completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Procurement Buyer.

Damage observed by Contractor, but not resulting from Contractor's negligence and/or operations shall be promptly reported by Contractor to County. Contractor shall not be responsible for these repairs.

29. EQUALS OR ALTERNATIVES:

- a) Unless otherwise specified, manufacturers or brands, when specified, are intended to be an indication of the standard of quality, performance, or use desired. Bids will be considered for other brands or for the product of other manufacturers.
- b) Unless otherwise specified in this bid document, the County reserves the right to accept substitute products in place of the brand specified if the substitute offered is substantially in accord with bid specifications and is deemed by the County to be of equal quality and as fully satisfactory for its intended use as the product specified. .
- c) Burden of proof as to comparative quality, suitability, and performance of product offered is the responsibility of the bidder submitting the substitute for consideration. The County will be the sole judge of determining equal or alternative products.
- d) The County reserves the right to permit exceptions to or deviations from the *specifications* herein, if a product offered substantially meets or exceeds the *specifications* and is deemed by the County to be satisfactory for its intended use.
- e) Unless the bidder notes specific exceptions, products offered are assumed to meet or exceed specifications.
- f) If product offered deviates from the specification, attach an explanation on company letterhead noting all deviations from specifications. Attachment must reference the appropriate item number, bid section and paragraph number and must clearly state any and all deviation(s) from bid specifications.
- g) Failure to note such exceptions on a proposed substitution may be grounds for rejection of bid and/or cancellation of subsequent contract.

30. DEBARMENT:

Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. (<http://epls.arnet.gov/>) Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

31. CONTRACTING PRINCIPLES:

Service Contracts are subject to the Resolution of Contracting Principles adopted by the Board of Supervisors. Contractor shall comply with the entire resolution including the following:

- a) Contractor shall, during the term of the contract, comply with all applicable federal, state, and local rules, regulations and laws.
- b) Contractor shall maintain financial records adequate to show that County funds paid under any contract for services were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of the contract and for a period of three (3) years from termination of the contract or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of the contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the County's intended action.

SECTION IV. SCOPE OF WORK AND REQUIREMENTS

PART 1 – GENERAL

1. SUMMARY:

Contractor shall provide all labor, materials and equipment necessary to furnish and install a video surveillance system for the County of Santa Clara, Department of Correction located at 701 So. Abel Street, Milpitas CA 95035. There is no integration with existing equipment.

The Contractor must demonstrate that they are experienced in managing a project of this magnitude while ensuring that the overall impact of the project on the operation of the facility is minimal. Experience will be validated by a check of references provided, as well as possession of required licenses or. The site and the buildings must remain accessible and secure during the installation of the new security system. The contractor will work in conjunction with the following County of Santa Clara (County) Departments: Department of Correction Operations Division and the County Procurement Department Buyer.

2. SYSTEM DESCRIPTION:

Wireless CCTV system with cameras as detailed in Section V, Bid Form.

3. EXPERIENCE:

Contractor must be a certified dealer and must be factory trained to perform service and installation on the equipment. If required by the County, Contractor must coordinate providing manufacturer field service representation to verify installation is performed in accordance with manufacturer specifications.

4. CONTRACTOR'S LICENSE:

Contractor must hold a C-10 and/or C-7 license for low voltage systems installations issued by the State of California in accordance with Business and Professions Code § 7028.15.

5. STORAGE AND HANDLING:

- a) Packing, Shipping, Handling, and Unloading: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- b) Storage and Protection: Store materials protected from exposure to harmful weather conditions. Handle components to avoid damage. Protect components against damage from elements, construction activities, and other hazards before, during and after installation.

6. DELIVERY & INSTALLATION LOCATON:

The equipment is to be installed n the Department of Correction, Elmwood Facility located at:

Santa Clara County Department of Correction
701 So. Abel Street
Milpitas Ca. 95035

7. WORK HOURS:

Work hours are M – F, normal business hours, 7:00 a.m. – 4:00 p.m. (Allowing for up to 15 minutes clearance for entering the complex and exiting the complex.)

The County does not expect overtime rates to be charged for this work, however, if the Contractor decides to stay longer on a given day for their own convenience, DOC will attempt to accommodate the request if staff is available to provide the escort required.

8. INSTALLATION SCHEDULE:

Requested installation completion date is on or before: August 30, 2008.

Comply with manufacturer's ordering instructions and lead-time requirements to avoid installation delays.

9. WARRANTY COVERAGE/RESPONSE TIME:

In addition to the Warranty/Maintenance provision stated in Section III, Paragraph 12, the following applies:

Service response time during the warranty and maintenance period:

Contractor shall be available for service 24 hours a day, 7 days a week. Onsite response for diagnosis shall be within 4 hours of service call to Contractor. Repair should be completed within 24 hours. . Exceptions to this requirement will be granted on a case-by-case basis for reasonable extenuating circumstances that could arise causing the repair completion to be delayed provided Contractor demonstrates to the County that a particular repair cannot reasonably completed within required time frame for reasons beyond their control.

The Contractor is not required to stock parts. The County may consider stocking spare parts under a separate contract.

DOC will provide a County-owned site scissor lift for service under warranty or maintenance, however, in the event that the scissor lift is unsuitable for a given repair, the Contractor will then need to make normal and customary provisions to get one onsite in a reasonable period of time (e.g. renting one when the rental store opens in the morning).

PART 2 – PRODUCT SPECIFIED

1. MANUFACTURERS (ACCEPTABLE MANUFACTURERS/PRODUCTS):

See the attached Equipment Schedule for a listing of products and their manufacturers. .

2. ACCESSORIES:

- a) Fasteners: Where exposed, shall be aluminum, stainless steel or plated steel. When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.
- b) Cable: Cable is to meet or exceed manufacturer's specifications.

PART 3 – EXECUTION

1. INSTALLATION:

a) Specifics:

- 1. Install all equipment listed in the Bid Section V, Bid Form.
- 2. Digital Video Recorder to be installed in within 300' of the receiver
- 3. Cameras are to be installed on poles at an elevation within a range of 20' to 25'. Installation outside this range must have prior project manager written approval.
- 4. The poles are approximately 150' apart from each other. However, it is the bidders responsibility to bring a measuring device to measure distance of poles relative to each other, if information is required for bidding.
- 5. The deployment plan for the radios is 2 cameras on each applicable pole, and only 4 poles being used. However, Contractor will have the flexibility on placement provided the solution does not impact pricing.
- 6. The distance from the pole with LOS to server room is approximately 880'.
- 7. The expected frames per second for the cameras are continuous recording at 1 frame per second @VGA resolution mpeg4 and event recording at 12 frames per second.
- 8. Unless otherwise stipulated or agreed to, the installation should begin within 30 days after the receipt of a signed purchase order or contract.
- 9. Work should be completed within 30 days commencement of work.

b) General:

Install the video camera system in accordance with all manufacturers' instructions. Work in a coordinated effort with DOC Operations staff.

- 1. Installation of product shall be in strict accordance with manufacturer instructions. All material and equipment used shall be approved by manufacturer for the type of installation specified.
- 2. Installation must be in compliance with applicable seismic requirements.
- 3. Contractor must attend pre-installation meeting to verify project schedule, project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements.

4. All installation labor, final connections, and testing shall be performed during normal business hours, Monday through Friday, except holidays.
5. Work shall be performed in such a manner as to eliminate unnecessary noise, obstructions, and other annoyances staff.
6. Contractor must not *unreasonably* encumber premises with materials, equipment, and/or parking of vehicles, storing of materials or equipment.
7. Unless agreed to by the County Project Manager, storage space for material to be Contractor's responsibility.
8. Contractor shall provide a supervisor at the Work site during installation operations.
9. Contractor to immediately report any damaged or non-accessible areas to the County Project Manager
10. Post and maintain all signs, notices, barricades, and other safeguards required by law, ordinance, or good judgment.
11. County Project Manager, or designee, will perform a post-installation inspection prior to acceptance of Work.
12. Contractor must provide all equipment, materials, tools and labor required to complete the installation.
13. Contractor to provide all project management, as required.
14. Project management services, including compliance with statement of work; maintain facility and site security during installation work; schedule and coordinating work with Department's technical support staff and with other trades as required; maintain quality control and conduct system testing; and conduct formal process of project closeout.

c. Exclusions and Assumptions:

1. County to verify adequate power availability at each pole for battery systems, 120 - 240 VAC @ 300 Watts per pole.
2. County to provide power to the battery systems, and vendor to install all low voltage components.
3. FAF Building Ops will provide 110 VAC power (constant) to the poles within 6' of the camera locations (approximately 20' high) and will reduce the power to 24 VAC to allow the vendors equipment to be connected.
4. If required, the County will provide an equipment rack to house the DVR.
5. If required, the County will provide a ceiling mount for the 17" monitor.
6. The existing roof penetration to the control room has sufficient space for contractor to pull necessary video cables from the roof to the DVR location.
7. A wireless test has been conducted to verify the equipment specified will provide the signal strength necessary to ensure adequate video signal transmission given the conditions of the environment (transmitting through double chain link fence with steel barbed wire.)
8. Solar/battery panels are not required. The County will provide constant power to the poles.
9. Provisions of Government Code Section 26202.6 relating to destruction of routine video monitoring apply to this requirement. However, this will not impact the equipment list ordered.

2. TRAINING:

Contractor will conduct sufficient onsite training for all users to use the security system properly, efficiently and effectively.

3. PROTECTION AND CLEANING:

a) Cleaning: Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.

b) Protection: Protect installed product's finish surfaces from damage during construction. Protect surrounding areas from damage from grinding and polishing compounds, plaster, lime, acid, cement, or other harmful contaminants. Remove and replace Contractor damaged cable, equipment, building fixtures and components at no extra cost.

c) Any damage arising from performance of this Contract to County property shall be repaired at once by the Contractor at the Contractor's expense.

SECTION V**BID FORM**

1. The pricing provided in this section must include full compensation for providing all services, labor, materials, **delivery**, tools, and equipment necessary to furnish and install the security system as specified in the Invitation to Bid. .

Pricing must also include all taxes and costs for documentation, bonds, insurance, permits and fees, as may be applicable. All equipment must be new and unused. All quantities are *each* unless otherwise noted.

Price of equipment must include a one-year extended warranty factored into the unit cost of the equipment.

A. <u>Video Surveillance System</u>						
Item	Qty	Manufacturer	Model	Description	Unit Price	Extension
01	2	BOSCH	VG4-323-ECE0M	300 SERIES PTZ 26X D/N NTSC ENVIRONMENT 24V		
02	6	BOSCH	LTC 9215/00	HOUSING MOUNTING BRACKET		
03	1	BOSCH	DB18C3100R2	DIBOS RACK MOUNT 18CH. 16 IP 1TB DVD-RW		
05	1	APC	SUA750	APC SMART-UPS 750VA USB & SERIAL 120V		
06	1	PROXIM	5054-BSU-US	MP.11 MODEL 5054 INDOOR BASE STATION UNIT		
07	1	PROXIM	5054-BSUR-US	MP.11 MODEL 5054-R INDOOR BASE STATION UNIT		
08	3	PROXIM	5054-SUI-US	MP.11 INDOOR SUBSCRIBER UNIT		
09	2	PROXIM	5054-SA120-14	14 DBI SECTOR ANTENNA 4.9-5.875 GHZ 120 DEGREE		
10	3	PROXIM	5054-PA-18	18 DBI PANEL ANTENNA 5.25-5.875 GHZ		
11	5	PROXIM	69.828	6 FOOT LOW LOSS ANTENNA CABLE		
12	5	PROXIM	70.251	PoE (POWER OVER ETHERNET) SURGE ARRESTOR		
13	5	None Specified	N/A	5 Port Ethernet Switch		

Video Surveillance System

14	6	BOSCH	NWC-0455-28	CAMERA,COLOR,2.8-10MM LN 24VAC,60HZ		
15	6	BOSCH	LTC9488/21	OUTDOOR CAMERA HOUSING 3		
16	1	BOSCH	MON170CL	MONITOR,LCD,17 IN,STD PERF,120/220V		
17	5	PAIGE	710536EOR	24 4PR LEVEL 5E SOL PLENUM (OR		
18	1	PAIGE	740016	18/2c STR CM GRAY MIDCAP		
19	13	PAIGE	740305	466634 RJ45 LEVEL 5 PVC 10'		
20	1	LOT	Misc	Miscellaneous Materials (EMT/Flex, Box Fittings, Box Tampers, Etc.)		
				Subtotal		
				Tax		
				Labor for Installation (Non Tax) Hourly Rate \$ _____		
				Project Management (Non Tax) Hourly Rate \$ _____		
				Payment Bond/Insurance		
				TOTAL		

Note: Bidder if you are proposing pricing based upon a government contract for which the County will incur additional costs, you must indicate the % fee that the County will incur and reference the contract below. Enter NA if no additional costs will be incurred.

_____ % of the total price will be invoiced by _____
(Identify name of contract)

Contract Number _____

B. Ongoing Maintenance at Expiration of One-Year Warranty

Annual Maintenance Cost (Year 1)	
-------------------------------------	--

2. CASH DISCOUNT:
Bidder, please state your payment term, including any prompt payment discount:
_____ % Net _____ days

3. ADDENDA:
Any changes to the ITB specification, terms, and /or conditions will be issued by the County Procurement Department via posting on RFP Depot, in writing as Addendum No. 1, 2, 3, etc.

If an addendum is posted on RFP Depot, please acknowledge the receipt of addendum by listing the addendum number below .

Addendum # _____ Date _____ Addendum # _____ Date: _____

Addendum # _____ Date _____ Addendum # _____ Date: _____

4. BIDDER'S REPRESENTATIONS:
Bidder understands, agrees, and warrants:

1. That Bidder has carefully read and fully understands the information that was provided by the County to serve as the basis for submission of this bid to furnish and install security system as specified in the Invitation to Bid.
2. That Bidder has the capability to successfully undertake and complete the responsibilities and obligations of the bid being submitted.
3. That all information contained in the bid is true and correct to the best of Bidder's knowledge.
4. That Bidder signed a non-collusion affidavit herewith attached with the bid.
5. That Bidder did not receive unauthorized information from any County staff member, or Consultant during the bid period except as provided for in the ITB package, addenda thereto, or the pre-bid conference. Bid period is defined as the date of bid issuance to date of award.
6. That by submission of this bid, the Bidder acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Bidder, and Bidder hereby grants the County permission to make said inquiries, and to provide any and all requested documentation in a timely manner.
7. That Bidder offers and agrees to furnish the goods specified in the ITB package in accordance with the instructions and terms and conditions stated herein.

No Bid shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a bid shall be deemed a representation and certification by the bidder that they have investigated all aspects of the ITB, that they are award of the applicable facts pertaining to the ITB process, its procedures and requirements, and that they have read and understand the ITB. No request for modification of the bid shall be considered after its submission on the grounds that the bidder was not fully informed as to any fact or condition.

Name: _____

Address: _____

Email: _____

Telephone: _____

Facsimile: _____

The duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ and _____
Title Title

Of the corporation named below:

Corporation Name (type or print)

I certify that I am authorized to act on behalf of contractor named above and to represent contractor and to execute the bid on behalf of contractor.

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

TEMPORARY SECURITY CLEARANCES

*ALL CLEARANCES REQUIRE THREE (3) BUSINESS DAYS TO PROCESS
PLEASE FAX ALL CLEARANCES FOR ELMWOOD TO 408-946-3847*

NAME:

PHONE NO.:

DOB:

CDL:

SS#

Gender: M F

ENTRANCE DATE REQUESTED:

PURPOSE (FOR ENTRANCE):

REQUESTING DEPARTMENT/ AGENCY:

Dept of Corrections

CONTACT / SUPERVISOR:

PHONE NO.:

John Payne

408/593-7669

INMATE VISITED:

BKG:

HSG:

DO NOT WRITE BELOW THIS LINE

CJIC CHECK CLEAR

WINDOW VISIT

CONTACT VISIT

CLEARANCE BY:

BADGE OR CJIC #:

DATE:

CLEARANCE PROCESSED BY:

CLEARANCE AUTHORIZED BY (FACILITY COMMANDER/DESIGNEE):

EXHIBIT B-1

PAYMENT BOND

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and _____ hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to:

pursuant to the said Agreement dated _____, 20____, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required by Chapter 5 (commencing at [§3225](#)) and Chapter 7 (commencing at [§3247](#)), Title 15, Part 4, Division 3 of the California Civil Code to furnish a Bond in connection with said Agreement.

NOW THEREFORE, we, the Principal and

as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of: _____ Dollars

(\$ _____),

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in [§3181](#) of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to [Sections 1774, 1775, 1813 and 1815](#) of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the total sum herein above specified, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described or pertaining to or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for

whose benefit such Bond is given, and under no circumstances shall the Surety be released from its obligations hereunder by reason of any breach of contract between the County of Santa Clara and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in [§3110 or §3112](#) of the California Civil Code and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of _____, 20_____.

PRINCIPAL:

SURETY:

Signature

Signature

Name

Name

Title

Title

Address

Address

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared

_____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

EXHIBIT B-2A (revised)

INSURANCE REQUIREMENTS FOR STANDARD SERVICE CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$1,000,000
- c. Products/Completed Operations aggregate - \$1,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance
- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

EXHIBIT C

DESIGNATION OF SUBCONTRACTORS

Complete and Submit with Bid

Bidder shall completely fill in the form below for each subcontract that exceeds one-half percent (1/2%) of the bidder's total Base Bid. A subcontractor is defined as one whom:

- 1) Performs work or labor
- 2) Provides a service to the bidder
- 3) Specially fabricates and installs a portion of the work according to the plans and specifications

Bidder shall assume full responsibilities for the actions, omissions and errors of subcontractors listed below. No change in subcontractor shall be permitted, after award, without prior written approval from the County Procurement Department Buyer or his/her designee. Changes in subcontractors without prior written consent from the County Procurement Department Buyer or his/her designee can result in the cancellation of the purchase order.

NAME OF SUBCONTRACTOR	COMPLETE ADDRESS AND TELEPHONE NUMBER	SPECIALTY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Print or Type Name: _____

Authorized Signature: _____

Company Name: _____

Date: _____

EXHIBIT D

CUSTOMER REFERENCES

Complete and Submit with Bid

List and submit with Bid customer references, **one of which should be in the San Francisco Bay Area**, or for whom you have performed a job similar in size and scope.

1. Company Name: _____
Address: _____

Contact Person: _____
Telephone #: _____
Email Address _____

2. Company Name: _____
Address: _____

Contact Person: _____
Telephone #: _____
Email Address _____

3. Company Name: _____
Address: _____

Contact Person: _____
Telephone #: _____
Email Address _____

EXHIBIT E

NON-COLLUSION DECLARATION

Complete and Submit with Bid

I, _____,
(Name)

am the

_____ of
(Position Title)

_____.

(Company)

the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Proposing; that the Bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Signature)

(Name) Print

(Title) Print

(Date)

EXHIBIT F

BIDDER'S LICENSE CERTIFICATION

Complete and Submit with Bid

1. THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING BID AS PRINCIPALS ARE AS FOLLOWS:

NOTE: If Bidder or other interested person is a corporation, give legal name of corporation, the State where incorporated, and names of the president and secretary thereof; if a partnership, provide name of the firm, also names of all individual partners composing firm; if Bidder or other interested person is an individual, provide first and last names in full below:

2. LICENSED IN ACCORDANCE WITH CHAPTER 9, DIVISION 3, OF BUSINESS AND PROFESSIONS CODE PROVIDING FOR THE REGISTRATION OF CONTRACTORS;

Contractor' License: No.: _____ Class: _____

Expiration Date: _____

NOTE: Bidder(s) bidding jointly or as a combination of several business organizations are cautioned that such Bidder must be jointly licensed in the same form and style in which the Bid is executed. If making a Bid as a joint venture, each person submitting the Bid must provide the information required above with respect to his or her license.

NOTE: If Bidder is a corporation, the legal name of the corporation must be set forth below together with the signature of the officer or officers to sign contracts on behalf of the corporation; if Bidder is a partnership, the name of the firm must be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, the Bidder must sign below.

Business Address: _____

Street

City

State

Zip Code

Business Telephone: () _____

SIGNATURE BLOCK (Signature Block must be completed in *ink* and charges must be initialed.)

Bidder's Signature: _____ **Date:** _____

Bidder's Name & title (Print): _____

EXHIBIT G

PREVAILING WAGE CERTIFICATION

Complete and Submit with Bid

If awarded the contract, we and our subcontractors shall pay all the workers we assign to the project not less than the prevailing wage as determined by the State of California, Director of Industrial Relations in compliance with California Labor Code Provisions 1771 and further described in this ITB in Section III, Terms and Conditions, Paragraph 18, Basic Wage Rates. We are aware that the contractor shall be penalized for non-compliance by either the contractor or his subcontractor(s). In addition, we are informed of the following:

Prevailing wage rates are on file at:

State of California Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, Room #5184
San Francisco, CA 94102
(415) 703 - 4780
www.dir.ca.gov/DLSR/statistics_research.html

The successful bidder shall be required to post the prevailing wage determinations at each job site.

Each contractor and subcontractor shall keep accurate payroll records showing the name, 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 the public work.

Certified copies of such payroll records must be furnished to the State or the County upon request.

By signing below, the bidder certifies that he shall comply with the prevailing wage laws.

SIGNATURE BLOCK (<i>Signature Block must be completed in ink & changes must be initialed.</i>)	
Bidder's Signature: _____	Date: _____
Bidder's Name & Title (Print): _____	