

SECTION 1

INTRODUCTION

1.1 INTENT OF THE REQUEST FOR PROPOSAL

It is the intention of Merced County to establish national contracts that satisfy the needs of participating governmental entities in the purchase of technology solutions. Agencies will be able to purchase on an “as needed” basis from competitively awarded contracts. Respondents are requested to submit their catalog of available products and services as requested in Exhibit 1.

Specifically, the purpose of this Fast Open Contracts Utilization Services (FOCUS) request is to solicit proposals from firms specializing in providing technology solutions that consist of equipment and services. Respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business for the opportunity to participate in an innovative County public-private relationship that has national opportunities. Selected firms will enter into contractual relationships with Merced County. It is anticipated that multiple providers will be selected.

1.2 BACKGROUND INFORMATION

For Public Entities: The Fast Open Contracts Utilization Services (FOCUS) program established over two decades ago, and under State of California procurement guidelines (Gov. Code §25330 – 25338), is a competitively bid procurement vehicle for counties, cities, schools, special districts as well as Federal and state governments to use in the direct purchase of their technology needs through established public entity (County) contracts.

Purpose of FOCUS:

- Provide governmental agencies opportunities for greater efficiency and economy in procuring technology goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts are available.
- Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

For Firms: Under existing FOCUS contracts which begin to expire in 2021, Merced County provides its standing as a governmental jurisdiction offering a contract for government purchasing, marketing assistance, and advocacy at appropriate meetings, conferences, or similar events in return for an administration/marketing fee. In addition, Merced County is authorized to provide and offer, for a fee, consulting services/expertise to a vendor for preparing responses to other government's bids, general or specific management assistance and other selected areas. Authority for Merced County to engage in these innovative and non-traditional activities is granted under California Government Code.

Respondents shall provide pricing based on a discount from a manufacturer's price list. A multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, Merced County requests equal or better than pricing to be submitted.

Each category proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

Merced County is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of technology projects. In addition, Merced County also requests any value add commodity or service that could be provided under this contract.

1.3 AGREEMENT TERM

The Agreement term shall be for a period of three (3) years. The start date shall commence upon Merced County Board of Supervisors written approval. Through mutual written agreement, contract term may be extended for two (2) additional, one (1) year terms, not to exceed five (5) years in total, contingent on appropriate and sufficient funding.

A Sample Agreement is included as an attachment to this proposal. This agreement will become part of the final agreement with successful Bidder awarded the proposal. Any exceptions to the terms and conditions as stated herein and in the Sample Agreement must be identified separately. The County will execute the Agreement upon final selection of successful Bidder with the approval of the County's Board of Supervisors.

REQUIREMENTS

1.4 SCOPE OF WORK

The purpose of this FOCUS RFP is to provide the means for counties, cities, schools, special districts and other governmental entities in California and nationally to purchase their needed technology solutions through a formally bid contractual relationship. FOCUS also provides the means for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power. FOCUS offers the possibility of choosing more than one provider in each category. Further, this competitively bid program offers an alternative to existing non-competitively bid programs that may charge the buyer for administrative handling.

Merced County may select multiple vendors in each category for use by other governmental entities. This will allow agencies to pick and choose vendors that best suit their specific needs.

The program design shall incorporate the following requirements and principles to support the proposed technology goods and services described in Exhibit 1, "Category of Services":

- 1.4.1. The categories reflect a wide array of requirements under which vendors may propose creative ideas to assist governmental needs with technology solutions.
- 1.4.2. Organizations/businesses may choose to respond to this Proposal in one or more of the categories. Merced County may choose more than one respondent per category to participate in FOCUS.
- 1.4.3. Selected FOCUS partners are authorized to add new product lines as needed to replace discontinued product lines. Merced County will be notified in writing of such product changes (with pricing) as they occur with all pricing evaluated by researching the General Services Administration's online "GSA Advantage!"
- 1.4.4. Not Specifically Priced Items (NSP) – FOCUS users may order non-contracted products and services that are in support of the contracted items listed on the Purchase Order. Any NSP items must be peripheral and subordinate to the contracted items. The total value of all NSP items shall not exceed 10% of the total price of the Purchase Order.
- 1.4.5. Merced County reserves the right to receive and process all orders at a future date.

- 1.4.6. **VENDORS NOT SELECTED FOR A FOCUS CONTRACT MAY NOT USE ANOTHER FIRM'S FOCUS CONTRACT TO QUALIFY FOR OTHER POLITICAL JURISDICTION CONTRACTS OR SALES AUTHORITY WITHOUT THE EXPRESS WRITTEN CONSENT FROM THE COUNTY OF MERCED.**
- 1.4.7. Corporate level management support and resource commitment to the FOCUS program.
- 1.4.8. Corporate level dedication to at least a California marketing program.
- 1.4.9. Corporate level commitment to their sales force in promoting the FOCUS program and rewarding successes.
- 1.4.10. An aggressive marketing strategy.
- 1.4.11. Excellence in customer support and service.
- 1.4.12. A commitment to use local providers and/or contracted services where a corporate presence does not exist.
- 1.4.13. A commitment to include Merced County in semi-annual FOCUS planning/strategy meetings.
- 1.4.14. A commitment to meet on FOCUS progress each quarter.
- 1.4.15. A product and service quality assurance program that meets or exceeds industry excellence standards.
- 1.4.16. The most competitive pricing given to a state/local government agency for the array of products and/or services offered. All pricing is evaluated by researching the General Services Administration's online "GSA Advantage!"

NOTE: Pricing offered must reflect across the board percentages of discount for every item/service submitted. Bidder must state in their proposal what percentages of discount are being offered in their proposal.
- 1.4.17. An ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.
- 1.4.18. An on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments.
- 1.4.19. Describe the level of availability for access and customer support.
- 1.4.20. As required, a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.

- 1.4.21. Product, service, and installation excellence to any location that meets industry's highest standards.
- 1.4.22. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.
- 1.4.23. All product installations and modifications performed by supplier will be by manufacturer-authorized personnel and meet manufacturer-documented specifications, unless otherwise specifically stated in the purchase order/ Statement of Work.
- 1.4.24. All respondents offering technology services must be certified by the California Public Utilities Commission (CPUC) to offer those services. Evidence of certification from CPUC must be provided with response.
- 1.4.25. All products offered in response to this FOCUS RFP must meet or exceed the specifications of the referenced brands.

1.5 PROGRAM REQUIREMENTS:

The following are the minimum requirements in Bidder's administration of the program and must fully demonstrate an understanding and commitment to this creative business (public-private) alliance.

1.5.1. MANDATORY ADMINISTRATIVE REQUIREMENTS

- 1.5.2. Notify Merced County of all sales made under FOCUS, including order/delivery progress, within fourteen (14) business days of order.
- 1.5.3. Quarterly and annual sales reports.
- 1.5.4. A product/service documents, paper or electronic – to be produced at least four (4) times per year. NOTE: Electronic documents shall be updated immediately for price reductions. The document must show the array of product/service offerings, product/service descriptions, and pricing schedules based on single item purchases. If appropriate, greater price reductions are expected as volume on identical items is increased. A percent of volume discount must be provided prior to order.
- 1.5.5. Price increase/price decline policies. Note: All price reduction changes must be published within 72 hours.
- 1.5.6. Ordering, reporting, and reconciliation procedures: All FOCUS purchase orders must state F.O.B. Destination. In the event that a FOCUS user requests expedited shipping, only the expedited shipping charges may be passed through to that specific FOCUS user.
- 1.5.7. New product/service offerings expected within six (6) months.
- 1.5.8. Support services including help desk phone numbers.

- 1.5.9. Warranty statements.
- 1.5.10. Return procedures, if applicable.
- 1.5.11. Point of contact including phone/fax/e-mail information.

1.6 ELECTRONIC CATALOG CONFIGURATION

The following are the minimum requirements in respondent’s electronic document configurations:

- 1.6.1. Ordering procedures.
- 1.6.2. Product listing/pricing.
- 1.6.3. System configurations, if applicable.

1.7 OTHER ADMINISTRATIVE REQUIREMENTS

In order to make the FOCUS a complete procurement tool for all governmental entities, the respondent to the Proposal must concisely address their policies regarding:

- 1.7.1. Invoices and payments.
- 1.7.2. Taxes on sales and services.

1.8 ADMINISTRATIVE FEES

The awarded vendor agrees to pay quarterly administrative fees to County as calculated as follows:

(Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

| Annual Sales Through Contract | Administrative Fee |
|-------------------------------|--------------------|
| \$0 - \$2,000,000 | 1% |
| \$2,000,000+ | 0.5% |

SECTION 2

RESPONSE FORMAT AND CONTENT

2.1 GENERAL INFORMATION

This section describes the required response format and content. The response should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the response should be contained in a section entitled "Optional Exhibits and Attachments".

Each Bidder shall submit a complete response, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of your response.

Responses must be complete in all aspects. A response may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A response may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The response must contain all costs required by the proposal.

2.2 RESPONSE FORMAT

The response must be developed on the forms provided in this package, or must follow the proposal content requirements in the order in which they appear in the proposal. Responses that do not conform to this format may not be considered for evaluation. All responses must be submitted in the name of the legal entity or authorized agency. Responses must be signed in ink by the officer or officers legally authorized to bind the company, partnership or corporation.

The content and sequence of the response will be as follows:

- 2.2.1 Signature Page (Attachment A)
- 2.2.2 Bond(s) (If any)
- 2.2.3 Table of Contents
- 2.2.4 Executive Summary
- 2.2.5 Exceptions
- 2.2.6 Approach
- 2.2.7 Bidder's Qualifications
- 2.2.8 Cost Proposal

2.2.1 Signature Page

Bidder must complete and return the enclosed Signature Page (**Attachment A**, "Signature Page"). The Signature Page must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.

2.2.2 Bond(s)

Bidder must enclose any bonds as required in the RFP.

2.2.3 Table of Contents

The Table of Contents must be a comprehensive listing of the contents included in your response. This section must include a clear definition of the material, exhibits and supplemental information identified by sequential page numbers and by section reference numbers.

2.2.4 Executive Summary

The Executive Summary shall condense and highlight the contents of the Bidder's Business Response to provide the Evaluation Committee with a broad understanding of the Bidder's approach, qualification, experience and staffing.

2.2.5 Exceptions

This portion of the response will note any exceptions to the requirements and conditions taken by the Bidder. Exceptions should clearly explain why the Bidder is taking exception to the requirements. If exceptions are not noted, the County will assume that the Bidder's response meets those requirements as specified herein and that the Bidder accepts and intends to abide by all stated terms, conditions, and requirements. Exceptions will be considered by the County, and will form a part of any resulting Agreement, only if the County explicitly so states in writing.

Exceptions shall be noted as follows:

- Exceptions to the Requirements
- Exceptions to any other part of this RFP
- Exceptions to terms in the Sample Agreement

2.2.6 Approach

The Bidder's response shall clearly describe in detail how the Bidder will meet the requirements of this proposal and perform the Requirements.

Additionally, the response should provide any special or unique qualifications which the Bidder believes it possesses to meet the requirements of this proposal. Only those levels of performance the Bidder actually believes can be accomplished should be stated as measurable objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

The merit of each response received in response to this proposal will be judged largely on the basis of each Bidder's narrative description as described in the Approach of their response. It is important that your response contain all information required for an effective review process. The response should be written in such a manner to provide sufficient detail to enable the Evaluation Committee members to know what is planned at every stage, and to make a judgment as to the probable success of the proposed effort.

(A benchmark chart may be completed to display the time frame for achieving and accomplishing each major program/project task or activity. Flowcharts and other related graphics may accompany this section.)

2.2.7 Bidder's Qualifications

Bidder shall provide a concise statement demonstrating that the Bidder's company has the qualifications, experience, and capability to perform the requirements of this proposal. The following sections must be included:

a) History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5) years.

b) Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities similar to the requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your response.

c) References

Provide a list of at least three (3) customer references. Include the firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Agreement; and the dates that these services were completed. Bidder may provide sample material of your company's work to substantiate your previous experience.

d) Staff Assignment

A brief description of the experience and qualifications of the proposed key staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function, level of education, degree and license, if appropriate, and a detailed resume for each

person. Additionally, the Bidder must specify where the staff will be located and identify the program/project manager.

2.2.8 Cost Proposal

It is essential that all responding Bidders include and clearly detail all costs, payment schedules, categorization of line items, and/or other related costs associated with your response. All responses must have a narrative providing a thorough and clear explanation of your costs.

SECTION 3

BASIS OF AWARD, SELECTION PROCESS AND EVALUATION CRITERIA

3.1 BASIS OF AWARD

Award will be made to the Bidder(s) whose response demonstrates to be the most qualified, responsive and advantageous to the County. **The County shall not be obligated to accept the lowest cost response or limit their award to a single Bidder, but will make an award in the best interests of the County after all factors have been evaluated (“most responsive response(s)”).**

THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL RESPONSES OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE RESPONSE AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO COST ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER RESPONSE.

False, incomplete, or nonresponsive statements in connection with the response may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination. The County reserves the right to cancel or discontinue with the response process and reject any or all responses in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this proposal, or it is otherwise in the County's best interest to cancel the proposal process.

3.2 EVALUATION PROCESS

The Evaluation Committee will consider only those responses which have been considered responsive to the proposal. Any response which fails to meet the requirements of the proposal will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Bidder's and the Sub-Contractors references; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a response; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced response, but shall recommend such response that is the most qualified, responsive and cost-effective response and in the best interest of the County (“most responsive response”).

The RFP responses will be evaluated based on the below scoring criteria and county may award to multiple bidders, if necessary:

| | CRITERIA | POINTS |
|----|--|---------------|
| 1. | Overall responsiveness to the Request for Proposal; which includes clarity, completeness and general quality of the proposal submitted. | 10 |
| 2. | Comprehensiveness of the Bidder's submitted proposal; which takes into account the Bidders understanding of the desired "Scope of Work" and the ability to perform such work as evidenced by Bidder's proposal response. | 30 |
| 3. | Related technical capability, expertise and experience of the Bidder and staff personnel in providing similar services; which includes current and past experience. | 20 |
| 4. | Performance capabilities, reputation, reliability and service history as determined by reference validations. | 10 |
| 5. | Capability of the Bidder to complete the "Scope of Work" within time frames required. | 10 |
| 6. | Bidder's acceptance of Terms and Conditions of the RFP. | 10 |
| 7. | Pricing. | 10 |
| | Total Possible Points | 100 |

SECTION 4

TERMS AND CONDITIONS

4.1 REQUEST FOR PROPOSAL CLOSING DATE

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the response in due time, and failure of the response to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the County, the County reserves the right to accept such response.

All responses shall remain firm for at least one hundred twenty (120) days following the proposal closing date. The County reserves the right to withhold an award of the proposal for one hundred twenty (120) days from date of closing.

All responses and accompanying documentation submitted by the Bidders, will become the property of the County. Responses shall be based on the material contained in the proposal. Bidders are instructed to disregard any prospective oral representations it may have received prior to the solicitation of the proposal.

Cost for developing and preparing the response is solely the responsibility of the Bidder whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Agreement.

No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL RESPONSES OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

4.2 ANNOUNCEMENT OF RESPONSES

All responses received by the published date and time for submission will be publicly displayed at the Department of Administrative Services-Purchasing at 2222 "M" Street, Merced, California 95340 and our Supplier Portal Site. All information contained in the responses shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during the evaluation process. No award decision, pricing, or exchange of views will be discussed at time of opening.

4.3 INTERPRETATION, CORRECTIONS AND AMENDMENTS

The Bidder must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a response discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "REQUIREMENTS", or any other related matters, Bidder shall immediately submit their request for clarification or modification of the RFP no later than the Question and Answer deadline. No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written amendment, issued by the Department of Administrative Services-Purchasing to each vendor on the Bidders list as well as posted on the County website, and shall be incorporated in the proposal. **Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.**

4.4 DISCUSSION WITH RESPONSIBLE BIDDERS AND CLARIFICATIONS TO PROPOSAL

All Bidders submitting a response for consideration agree that their company will be willing to enter into a final Agreement if awarded this proposal. The County may, in its sole discretion, negotiate certain terms and conditions of such final Agreement after identification of the apparent successful Bidder. However, Bidders should not assume that any terms of this RFP or other applicable terms and conditions are subject to later negotiation, and should instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Negotiated changes, if any, will not change the "Requirements".

4.5 FALSE OR MISLEADING STATEMENTS

Responses which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the response, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the response.

4.6 INDEPENDENT CONTRACTOR

It is expressly understood that in the performance of any services resulting from this proposal, Bidder is an Independent Contractor and is not an agent or employee of the County and warrants that all persons assigned to the program/project are employees, or subcontractors, of the Bidder. In the event the awarded Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the County harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between County and Bidder or County and Bidder's employees, and that the awarded Bidder shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its sub-Contractor(s) and employees, if any. It is mutually agreed and understood that the Bidder, its Sub-Contractor(s) and employees, if any, shall have no claim under any Agreement that may result from this proposal or otherwise against County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

4.7 EXPLANATION OF USE OF SUB-CONTRACTORS

Any Bidder using a Sub-Contractor(s) must clearly explain the use of the Sub-Contractor(s) and list the name(s) of the Sub-Contractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Sub-Contracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any Agreement that is entered into between the selected Bidder and the Sub-Contractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work. Bidder awarded any Agreement as a result of this proposal shall obtain County written approval of sub-contractors identified in Bidder submittal prior to execution of Agreement.

4.8 JOINT VENTURES

In the event a response is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Sub-Contractors.

4.9 CONFIDENTIALITY

The contents of all responses, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's response shall be held in the strictest confidence until after negotiations for the contract are negotiated. If you contend that any submission contains trade secrets or proprietary data, please be advised that the County cannot and does not give any assurances or guarantees that such information will not be released under the California Public Records Act. The Bidder should clearly mark any of the information within their response that is proprietary, however, the County will be guided by the California Public Records Act and the definition of Trade Secrets under California Civil Code Section 3426.1, but in no case will the following be considered proprietary: a) the final cost of the bid or response; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

BIDDER SHALL NOT DESIGNATE THE ENTIRE RESPONSE AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION WILL NOT BE HONORED.

Submission of a response by a Bidder shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Bidder's RFP submittal that has been marked as proprietary, without the written consent of the Bidder. Any agency requesting such information so marked as proprietary must obtain such written authorization directly from Bidder and forwarded to County.

County shall not be required to contact any Bidder for information on behalf of any requesting agency. Merced County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to proprietary information.

4.10 PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation (hereinafter referred to as Public Agency) shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. The County is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

4.11 PRICING CONDITIONS

All responses shall remain firm for at least one hundred twenty (120) calendar days after RFP Submittal Deadline unless otherwise specified. Within one hundred twenty (120) calendar days after the RFP Submittal Deadline opening, a purchase order and/or an Agreement may be awarded by the County, as it may deem proper, in its absolute discretion. The time for awarding a purchase order and/or an Agreement may be extended at the sole discretion of the County, if required to evaluate responses or for such other purposes as the County may determine.

4.12 DETERMINATION OF BIDDER'S RESPONSIBILITY

• Responsible Bidder

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, financial strength, and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Bidders.

• Non-responsible Bidder

The County may declare a Bidder to be non-responsible for purposes of this proposal for a variety of reasons, some of which are listed below. This is not

an exclusive list - reasons may include the following but are limited to the below:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness, financial strength, or capacity to perform any Agreement that may be derived from this proposal with the County or an Agreement with any other public entity, or engaged in a pattern or practice which negatively reflects on same; or
- Committed an act or omission which indicates a lack of business integrity or business honesty; or
- Made or submitted a false claim against the County or any other public entity; or
- Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this proposal.

4.13 PUBLIC DISCLOSURE

All public records of the County are available for disclosure except the contents of the responses received in response to an RFP, which are not open for public review until the contract between the awarded Bidder and the County is amended with the Board of Supervisors. In the event that an unsuccessful Bidder files an official request to view the awarded Bidder's response, the County must comply with appropriate public disclosure procedures. However, if information specifically designated in the response as proprietary is requested County may attempt to notify Bidder should Bidder wish to pursue protections against disclosure, at its own cost, so that the information will not be made available.

Pursuant to the California Public Records Act, Government Code Sections 6250 *et seq.*, any contract that eventually arises from this Request for Proposal is a public record, in its entirety. Also, all information submitted in response to this Request for Proposals is itself a public record **without exception**, and will be disclosed upon request, but only after negotiations are complete. Submission of any materials in response to this Request for Proposals constitutes your consent to release materials, and a waiver of any claim that the information is protected from disclosure. Furthermore, by submitting materials, you agree to indemnify and hold harmless Merced County for release of such information.

4.14 QUALIFICATIONS OF BIDDER

The County may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any response should the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

4.15 DISQUALIFICATION OF BIDDER

A Bidder may be disqualified and the response rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, for any of, but not limited to, one of the following reasons:

- Proof of collusion among Bidders, in which case all responses involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- Lack of responsibility or cooperation as shown by past work or services provided to the County or others.
- Being in arrears on existing Agreements with the County or having defaulted on previous Agreements.
- Incomplete information or missing documents as required in the proposal.

4.16 INTEGRITY OF EXPENDITURE

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, questionable, or improper conduct.

4.17 GRATUITIES

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or Agreement for future reward or compensation, neither during the proposal process nor during the performance of any Agreement period resulting from this proposal.

4.18 CONFLICT OF INTEREST

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. Bidder shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or sub-Contractor(s), and the County. Bidder shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence any award of this proposal or any competing offer, shall have any direct or indirect financial interest resulting from any Agreement that may be derived from this proposal or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any Agreement that may be derived from this proposal without immediate divulgence or such fact to the County.

4.19 FEDERAL, STATE, AND LOCAL TAXES

The awarded Bidder shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Agreement. The County makes

no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

4.20 OSHA REQUIREMENTS

All material, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of OSHA 1970 and CA-OSHA 1973. Bidder warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

4.21 ENVIRONMENTAL PROTECTION

The Bidder awarded the Agreement resulting from this proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal Agreements, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

4.22 DRUG FREE WORK PLACE

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

4.23 PREVAILING WAGE RATES

Should the proposal call for the Bidder to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public works project laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq. A copy of this wage scale may also be obtained from the office of the Director of Industrial relations, State of California, or <http://www.dir.ca.gov/DLSR/PWD/mer.xls>

It shall be mandatory upon the Bidder to whom the Agreement is awarded, and upon all sub-Contractor under him, to ascertain and pay not less than the latest general prevailing hourly rates for Saturday, Sunday, holidays, and overtime work for each workman or mechanic employed in the execution of the work of this project as per determination made by the Director of Industrial Relations, California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1.

4.24 COMPLIANCE WITH APPLICABLE LAWS

The successful Bidder shall otherwise perform all obligations under the resulting Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and policies.

No Contractor or sub-Contractor(s) may be listed on a bid response for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No Contractor or sub-Contractor(s) may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4.25 LEGAL CONSIDERATIONS

Any Bidder, by submission of a response to this proposal, and any subsequent Agreement that may be derived from this proposal, shall be deemed and have agreed to be bound by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal, or arbitration arising out of any Agreement that may be awarded as a result of this proposal, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

4.26 OUT-OF-STATE BIDDER

Where the Bidder is an Out-Of-State Bidder, not doing business in the State of California, the package bid or purchase price, for the purpose of determining the lowest price bid, shall be increased by applicable retail rate of general sales tax and use tax when and where applicable.

4.27 LOCAL BUSINESS PURCHASING PREFERENCE

Notwithstanding any other provision contained herein to the contrary, a ten percent (10%) preference shall be granted to local business whenever the purchasing agent of Merced County purchases services, supplies, materials and/or equipment for county use through the competitive bid process, which shall be defined herein to include quotes, bids, and proposals. The purchasing agent in evaluating competitive bids shall determine the lowest responsive Bidder, and if the lowest responsive Bidder is a non-local Bidder then a ten percent (10%) preference shall be granted to local Bidders. Local preference only applies to the procurement of services, supplies, materials and/or equipment, and will not apply to bids conducted with other public agencies nor when prohibited by state or federal statutes or regulations to be

awarded to the “lowest responsible Bidder” or otherwise exempted from local preference. A local bidder is defined as:

- a. A principal place of business located within the County of Merced with a valid and verifiable business license, if applicable, issued by a city within the County or a business located in the unincorporated areas of the County. Post Office Boxes do not qualify as verifiable local business addresses;
- b. Employs at least one (1) full-time employee within the 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 the County; and
- c. Has had a fixed office or place of business 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 County.

The ten percent (10 %) local preference shall be deducted from the total dollar amount bid by local Bidders on competitive quotes and bids, and assess on the total evaluated aggregate score obtained by local Bidders on proposals (County of Merced County Policy, Chapter 5.12.025, “Local Business Purchasing Preference” Policy).

4.28 BUSINESS LICENSE

Prior to the issuance of any purchase order and/or the performance of any Agreement derived from this bid, the successful bidder and its sub-Contractors shall be required to maintain a Merced County Business License in accordance with the County of Merced Ordinance No. 1705, “An Ordinance Establishing a requirement for a Business License and Temporary Business License and/or persons operating in the unincorporated areas of Merced County” (<http://www.qcode.us/codes/mercedcounty/>).

It is the intent of the Board of Supervisors of the County of Merced to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate as provided under the County of Merced Ordinance No. 1705.

DEFINITIONS

Agreement - Comprises the Request for Proposal (RFP), any amendment thereto, the bid proposal, and the purchase order if appropriate. The Agreement constitutes the entire agreement between the County and the awarded Bidder.

Bidder - A person, partnership, firm, corporation, or joint venture submitting a bid response for the purpose of obtaining a County Agreement.

Bonds –

Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses as a result of fraudulent acts by the Contractor.

Proposal Security Bond – Also referred to as Bid Security. A bond that is submitted with Bidder's response to compensate the County for damages it might suffer if successful bidder refuses to execute the Agreement that may be derived from their response. Generally, it is 10% of the amount of Bidder's bid as bid security.

Performance Bond – A bond to ensure completion of the project as requested under the "Scope of Work". The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

Payment Bond – This bond is to protect sub-Contractors and suppliers. It ensures that the surety backing the bond will pay the sub-Contractors and suppliers if the general Contractor does not.

County - The County of Merced, a political subdivision of the State of California.

Deliverable - The physical evidence such as documentation, certification of completion, hardware/software delivery, etc. which shows that a specific work has been completed as specified in the "Requirements".

Evaluation Committee - A committee established to review and evaluate responses to determine the Agreement award. The committee includes representatives of the department seeking the goods or services.

Goals/Tasks - A discrete unit of work to be performed.

Joint Ventures - Two or more corporations or entities that form a temporary union for the purpose of the RFP.

Prime Contractor – The Bidder who is awarded the Agreement and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any sub-Contracting, Joint Ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Proposal Deadline - The closing date associated with this proposal.

Proprietary – The information provided that is considered exempt from public disclosure defined as Trade Secrets under Civil Code Section 3426.1, pursuant to Public Records Act.

Scope of Work - The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Sub-Contractors - Any person, entity or organization, to which Contractor or County has delegated any of its obligations hereunder.

Work Plan - The mutually agreed to document, which describes task, dependencies, the sequence and timing of events, deliverables, and responsible parties, associated with the various phases of the proposal.

EXHIBIT 1- CATEGORY OF SERVICES

| | | |
|---|---------------------|----------------------------------|
| Contractor should be prepared to demonstrate how they will provide standard and advanced information technology, telecommunications, imaging, homeland security technology | | |
| CATEGORY | HOW SUPPLIED | % DISCOUNT OFF LIST PRICE |
| 1.0 Communications Services | | |
| Call Center Solutions (with ACD) | | |
| Emergency Notification Solutions (Reverse 911) | | |
| Engineering/Consulting Services | | |
| Integrated Voice Response (IVR) | | |
| / | | |
| Voice over Internet Protocol (VOIP) | | |
| Unified Messaging (UM) | | |
| Long Distance Services (Switched, Dedicated) | | |
| Telecommunications Systems (PBX) | | |
| Telephone Handsets | | |
| Voice Mail Solutions | | |
| Wireless Voice Communication Services | | |
| 2.0 Application Systems | | |
| Development | | |
| Installation Solutions | | |
| Version Control Solutions | | |
| 3.0 Infrastructure | | |
| Battery Backup Systems | | |
| Cabling Services | | |
| Energy Auditing and Management Solutions | | |
| 4.0 Enterprise Mobility Solutions | | |

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|--|--|--|
| Mobile Device Management | | |
| | | |
| Mobile Devices (Tablets) | | |
| | | |
| Mobile Applications | | |
| | | |
| 5.0 Maintenance Services | | |
| | | |
| 6.0 Network & Enterprise Security Solutions | | |
| Firewall & Virtual Private Network (VPN) Solutions | | |
| | | |
| Intrusion Detection/Prevention Solutions | | |
| | | |
| Network, Host & Enterprise Management Solutions | | |
| | | |
| Transport Solutions (PRI, MPLS, Super-trunks, CO Business Lines, Optical, Satellite, Wireless) | | |
| | | |
| Video Solutions | | |
| | | |
| Wireless Solutions (Wi-Fi) | | |
| | | |
| 7.0 E-Government | | |
| Web Site Analytics | | |
| | | |
| Web Site Content Management Solutions | | |
| | | |
| Web Site Design, Development, Hosting Services | | |
| | | |
| Web Site Development Tools | | |
| | | |
| Web Site Intranet Solutions | | |
| | | |
| Web Monitoring & Filtering Solutions | | |
| | | |
| Web Site Portal Solutions | | |
| | | |
| 8.0 Enterprise Systems | | |
| Virtualization (Servers) | | |
| | | |
| Virtual Desktop Infrastructure (VDI) | | |
| | | |
| Anti-Virus, Spam, Spyware Solutions | | |
| | | |
| Data Encryption Products & Services | | |
| | | |
| Helpdesk Solutions | | |
| | | |
| Hosting Services and Applications (Cloud and SaaS) | | |

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| | | |
| Radio Frequency Identification (RFID) | | |
| | | |
| Server, Storage & Data Management Products | | |
| | | |
| Telepresence/Video Conferencing | | |
| | | |
| 9.0 Training Solutions | | |
| | | |
| 10.0 Consulting Services | | |
| | | |
| 11.0 Other Goods and Services | | |