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**DEPARTMENT OF
ADMINISTRATIVE SERVICES
PURCHASING**

Equal Opportunity Employer

Issue Date: February 5, 2015

**COUNTY OF MERCED
REQUEST FOR FAST OPEN CONTRACTS UTILIZATION SERVICES (FOCUS) PROPOSAL
NUMBER 7073
FOR
PROVIDING TECHNOLOGY EXPERTISE,
EQUIPMENT, SERVICES, AND SYSTEMS**

Notice is hereby given that sealed proposals will be received at the Merced County Department of Administrative Services - Purchasing Division for performing all work necessary in accordance with the "SCOPE OF WORK" and other related documents provided herein. Please carefully read and follow the instructions. **Proposals shall be presented under sealed cover and clearly marked with the Proposal Number and the Proposal Submittal Deadline Date on the outside and mailed or delivered to:**

County of Merced
Department of Administrative Services - Purchasing
2222 "M" Street Merced, California 95340
Attn: Kim Nausin
Office: 209-385-7513
Email: knausin@co.merced.ca.us

Any Bidder, who wishes their proposal to be considered, is responsible for making certain that their proposal is received in the Merced County Department of Administrative Services - Purchasing Division Office by the closing date. Proposals must bear original signatures. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL) OR FACSIMILE PROPOSALS WILL BE CONSIDERED. PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

CLOSING DEADLINE DATE: 4:00 P.M., TUESDAY, MARCH 24, 2015

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL DEPARTMENT OF ADMINISTRATIVE SERVICES - PURCHASING DIVISION TIME CLOCK READS 4:01 P.M.

STRIVING FOR EXCELLENCE

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SAMPLE CONTRACT ATTACHED

SUBMITTAL CHECKLIST

All items are required. This checklist is provided to assist you in ensuring you submit a complete proposal.

1. _____ Acknowledgement of Amendment(s) (If any)
2. _____ Cover Letter
3. _____ Table of Contents
4. _____ Executive Summary
5. _____ Exceptions
6. _____ Bidder's Qualifications
7. _____ Approach
8. _____ Financial Statement or Sufficient Financial Information (**Non-submittal is considered non-responsive and cause for rejection of proposal.**)
9. _____ Signature Sheet (Attachment A) Returned completed with Proposal
10. _____ Category of Services (Exhibit 1) Returned completed with Proposal

SECTION 1 - INTENT

1.1. INTRODUCTION

It is the intention of Merced County to establish a national contract that satisfies the needs of participating governmental entities in the purchase of Technology Solutions. This contract will enable agencies to purchase on an “as needed” basis from a competitively awarded contract. Respondents are requested to submit their catalog of available products and services as requested in Exhibit 1.

Specifically, the purpose of this Request for Fast Open Contracts Utilization Services Schedule (FOCUS) 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 a decade ago, and under State of California procurement guidelines (Gov. Code §25330 – 25338), was 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. The replacement Request for Fast Open Contracts Utilization Services (FOCUS) program is offered throughout California and nationally.

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 contracts, 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 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. Agencies must have access to Master Pricelist in order to verify the proposed discount.

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. CONTRACT TERM

The Contract term shall be for a period of three (3) years. The start date 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.

1.4. SCHEDULED ACTIVITIES

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

	<u>Activity Estimated Schedule</u>	<u>Date</u>
a.	Availability of the Request for Proposal	2/5/2015
b.	Deadline for Submission of Interpretation and/or Written Questions in relationship to the Request for Proposal (Note: Questions submitted after this date may not be Answered in sufficient time to be included by closing date. The closing date will not be extended for questions submitted after this date.)	3/13/2015
c.	Closing Date for the Request for Proposal NOTE: A list of respondents will be posted to the web at close of RFP	3/24/2015
d.	Commencement of review of Request for Proposal by the Evaluation Committee	3/30/2015
e.	Contract Performance to Commence	7/2015

SECTION 2 - REQUIREMENTS

2.1. SCOPE OF WORK

The purpose of this FOCUS will be 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":

- 2.1.1. The categories reflect a wide array of requirements under which vendors may propose creative ideas to assist governmental needs with technology solutions.
- 2.1.2. 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.
- 2.1.3. 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.
- 2.1.4. 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.
- 2.1.5. Merced County reserves the right to receive and process all orders at a future date.
- 2.1.6. 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.
- 2.1.7. Corporate level management support and resource commitment to the FOCUS program.
- 2.1.8. Corporate level dedication to at least a California marketing program.

- 2.1.9. Corporate level commitment to their sales force in promoting the FOCUS program and rewarding successes.
- 2.1.10. An aggressive marketing strategy.
- 2.1.11. Excellence in customer support and service.
- 2.1.12. A commitment to use local providers and/or contracted services where a corporate presence does not exist.
- 2.1.13. A commitment to include Merced County in semi-annual FOCUS planning / strategy meetings.
- 2.1.14. A commitment to meet on FOCUS progress each quarter.
- 2.1.15. A product and service quality assurance program that meets or exceeds industry excellence standards.
- 2.1.16. The most competitive pricing given to a state/local government agency for the array of products and/or services offered.

NOTE: Pricing offered must reflect across the board percentage of discount or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.
- 2.1.17. An ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.
- 2.1.18. An on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments by vendor.
- 2.1.19. Describe the level of availability for access and customer support.
- 2.1.20. As required, a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.
- 2.1.21. Product, service, and installation excellence to any location that meets industry's highest standards.
- 2.1.22. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.
- 2.1.23. 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.
- 2.1.24. 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.

- 2.1.25. All products offered in response to this FOCUS must meet or exceed the specifications of the referenced brands.

2.2. RESPONSE EXPECTATIONS

The response to each category must fully demonstrate an understanding and commitment to this creative business (public-private) alliance, and must also agree to:

2.2.1. MANDATORY ADMINISTRATIVE REQUIREMENTS

The following are the minimum requirements in Bidder's administration of the program:

- 2.2.1.1. Notify Merced County of all sales made under FOCUS, including order/delivery progress, within fourteen (14) business days of order.
- 2.2.1.2. Quarterly and annual sales reports.
- 2.2.1.3. 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.
- 2.2.1.4. Price increase/price decline policies. Note: All price reduction changes must be published within 72 hours.
- 2.2.1.5. Ordering, reporting, and reconciliation procedures.
- 2.2.1.6. New product/service offerings expected within six (6) months.
- 2.2.1.7. Support services including help desk phone numbers.
- 2.2.1.8. Warranty statements.
- 2.2.1.9. Return procedures, if applicable.
- 2.2.1.10. Point of contact including phone/fax/e-mail information.

2.2.2. ELECTRONIC CATALOG CONFIGURATION

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

- 2.2.2.1. Ordering procedures.
- 2.2.2.2. Product listing/pricing.

2.2.2.3. System configurations, if applicable.

2.2.3. 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:

2.2.3.1. Invoices and payments.

2.2.3.2. Taxes on sales and services.

2.3. ADMINISTRATIVE FEES

The awarded vendor agrees to pay 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%

2.4. SPECIFIC COMPLIANCE

The Bidder awarded the Contract derived from this proposal will be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:

- Cal OSHA Requirements
- Air Quality Act
- Energy Policy and Conservation Act

2.5. NUMBER OF COPIES TO BE SUBMITTED

Please submit **two (2) original signature hard copies** to be signed in blue ink (original copies marked as such), **three (3) copies of the original** and **one (1) copy on computer disk (CD) or memory stick**. The soft copy shall be **Windows based MS Word or PDF format and consist of an exact duplicate of hard copy in format, layout, and content**. Please do not include proprietary information.

SECTION 3 – PROPOSED SOLUTION

3.1. REQUEST FOR PROPOSAL CLOSING DATE

The proposal must be received in the Merced County Department of Administrative Services - Purchasing Division on or before 4:00 p.m. on **March 24, 2015**. Proposals shall be presented under sealed cover.

Clearly identified on the outside to read:

- Name of the Bidder
- Address of the Bidder
- Subject of the Proposal
- Request for Proposal Number
- Proposal Submittal Deadline

For the purposes of this proposal, the time specified will be as defined by the official time clock in the office of the Department of Administrative Services - Purchasing Division, 2222 “M” Street, Room 1, Merced, California 95340. It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline. Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

Proposal must be mailed or delivered personally to:

Merced County Department of
Administrative Services - Purchasing
2222 "M" Street, Room 1
Merced, California 95340
Attention: Kim Nausin-RFP #7073

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal 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 proposal.

3.2. ANNOUNCEMENT OF PROPOSALS

All proposals received by the published date and time for submission will be publicly announced at the Department of Administrative Services - Purchasing Division, 2222 “M” Street, Room 1, Merced, California 95340. The name of each Bidder will be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during the evaluation process. Representatives from organizations submitting proposals may be present, but attendance at the announcement of the proposals is not mandatory. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

3.3. INTERPRETATION, CORRECTIONS AND ADDENDA

The Bidder must carefully examine the specifications, terms and conditions provided in the Request for FOCUS and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the “Scope of Work”, or any other related matters, shall immediately notify the contact person as shown below of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under sub-Section “SCHEDULED ACTIVITIES. 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 addendum, issued by the Department of Administrative Services - Purchasing Division to each firm in receipt of the Request for FOCUS and shall be incorporated in the proposal.

The Bidder shall sign and date the addendum and submit same with 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.**

The Bidder may mail to:

Merced County Department of Administrative Services
Purchasing Department – Kim Nausin
2222 "M" Street, Room 1 Merced, California 95340
Attention: Request For Proposal #7073

All inquiries shall be directed to the designated County staff person shown above. Contact with any other County personnel, any undue “badgering” of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

3.4. DISCUSSION WITH RESPONSIBLE BIDDERS AND CLARIFICATIONS TO PROPOSAL

The County may, in its sole discretion, conduct discussions with Bidders who submit proposals determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of proposals and prior to award. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Bidders to anyone outside the Evaluation Committee. The purpose of such discussions shall be to examine Bidders’:

- Qualifications.
- Proposed method of performance.
- Proposed personnel and facilities.
- Compensation.

All Bidders submitting a proposal 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 contract 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”.

3.5. ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER

Based upon the qualifying and respective evaluations, the Evaluation Committee will recommend commencement of contract negotiation. The Board of Supervisors will officially decide to select or reject the negotiated contract.

3.6. FALSE OR MISLEADING STATEMENTS

Proposals 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 proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

3.7. RULES FOR WITHDRAWAL OR REVISION OF PROPOSAL

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the Bidder’s duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the County of Merced, Department of Administrative Services - Purchasing Division, before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Bidder to submit a new proposal, provided the Bidder can submit the new proposal by the deadline stated herein.

3.8. SUBCONTRACTING

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(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 Contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

3.9. JOINT VENTURES

In the event a proposal 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 Subcontractors.

3.10. CONFIDENTIALITY

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder’s proposal shall be held in the strictest confidence. THE CONTENTS OF ALL WORKING PAPERS, TRADE SECRETS, PROPRIETARY DATA, AND DISCUSSIONS RELATING TO THE BIDDER’S PROPOSAL SHALL BE HELD CONFIDENTIAL INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM’S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION,

AGREEMENT OR AN EVALUATION OF THE PROPOSAL. The County cannot and does not give any assurances or guarantees that such information could not be ordered released under the California Public Records Act by a court of law, or be otherwise releasable there under, if requested by any third party. The Bidder should clearly mark any of the information within their proposal that is proprietary. In no case will be considered proprietary the following: a) the final cost of the bid or proposal; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary (however, before releasing information that appears to be wrongly marked as proprietary, the County may offer d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

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

Submission of a proposal 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 forward 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.

3.11. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation 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.

3.12. PRICING CONDITIONS

For the first twelve months of the Contract, pricing will be fixed at the submitted bid pricing. Sixty (60) days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year, which will be subject to negotiation by the County at the County's discretion. The Director of Administrative Services shall be the authorized County agent in any such negotiation. The Contractor must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this contract shall not exceed, unless otherwise approved by the Director of Administrative Services, the percent change for the following Producer's Price Index, as published by the Bureau of Labor Statistics. In the event that the index drops, the Contractor shall pass on the County an equivalent reduction in pricing. The basis of the index shall be established as the last available month at the date of the Letter of Intent to Award, a copy of which will be mailed with the notice.

3.13. GENERAL INFORMATION

THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS 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.

Each proposal must include the firm's name, address, dated and signed by a corporate officer, partner of the company, or agent authorized by the organization.

All proposals 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 proposals and accompanying documentation submitted by the Bidders will become the property of the County and will not be returned. Proposals 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 proposal 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 Contract.

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

3.14. DETERMINATION OF BIDDER'S RESPONSIBILITY

3.14.1. 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 Contract. It is the County's policy to conduct business only with responsible Bidders.

3.14.2. Non-responsible Bidder

The County may declare a Bidder to be non-responsible for purposes of this proposal if the Bidder had done any of the following:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness, financial strength, or capacity to perform any Contract that may be derived from this proposal with the County or a Contract 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.

3.15. PUBLIC DISCLOSURE

All public records of the County are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the contract between the awarded Bidder and the County is agendized with the Board of Supervisors. In the event that an unsuccessful Bidder files an official request to view the awarded Bidder’s proposal, the County must comply with the appropriate public disclosure procedures. However, information specifically designated in the proposal as proprietary will not be made available.

3.16. 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 proposal 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.

3.17. DISQUALIFICATION OF BIDDER

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

- Proof of collusion among Bidders, in which case all proposals 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 Contracts with the County or having defaulted on previous Contracts.
- Delivery of their proposal after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

3.18. 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, or questionable or improper conduct, if awarded any Contract that may result from this proposal.

3.19. 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 Contract for future reward or compensation, neither during the proposal process nor during the performance of any Contract period resulting from this proposal.

3.20. 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 subcontractors, 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 contract 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 contract that may be derived from this proposal without immediate divulgence or such fact to the County.

3.21. 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 warrant that all persons assigned to the program/project are employees 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-Contractors and employees, if any. It is mutually agreed and understood that the Bidder, its Subcontractors and employees, if any, shall have no claim under any Contract 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.

3.22. 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 Contract. The County makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

3.23. 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 as last revised. 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.

3.24. ENVIRONMENTAL PROTECTION

The Bidder awarded the Contract resulting from this proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clear 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 Contracts, 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.

3.25. 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 or as last revised.

3.26. 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 Contract laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq.

3.27. COMPLIANCE WITH LAWS

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

3.28. LEGAL CONSIDERATIONS

Any Bidder, by submission of a response to this proposal, and any subsequent contract 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 contract 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.

3.29. 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. To facilitate compliance with these requirements, each Bidder possessing a California general sales tax license ID number shall enter that number in the transmittal letter. Any Bidder who cannot or

does not enter such a number may not be considered to be doing business in California, and the bid price will be increased by the California General Sales Tax Rate at the current rate for all taxable items.

3.30. BUSINESS LICENSE

Prior to the issuance of any purchase order and/or the performance of any contract derived from this bid, the successful bidder and its subcontractors 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 (www.caed.merced.ca.us)".

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.

3.31. GENERAL INFORMATION

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

Each Bidder shall submit a complete proposal, along with requested copies, 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 proposal.

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

Proposals must be clearly marked as stated herein and must be received by the date and time specified.

The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document. Mistakes/Errors may be crossed out and corrections typed or printed adjacent to the mistake/error and initialed in ink by the person signing the proposal.

Special bindings, colored displays, etc., are not necessary. A single three-ring binder divided into sections by labeled tab index sheets is sufficient. Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete and consistent with the proposal content requirements.

3.32. NARRATIVE DESCRIPTION OF THE BIDDER'S PROPOSAL

The merit of each proposal received in response to this proposal will be judged largely on the basis of each Bidder's narrative description of their proposal. It is important that your proposal contain all information required for an effective review process. The responding proposal 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.

3.33. PROPOSAL FORMAT

The proposal 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. Proposals that do not conform to this format may not be considered for evaluation. Proposals must be typewritten and submitted on standard 8 1/2" by 11" paper. Each page must be clearly and consecutively numbered. All proposals must be submitted in the name of the legal entity or authorized agency. Proposals 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 proposal will be as follows:

- Signature Page
- Cover Letter
- Table of Contents
- Executive Summary
- Exceptions
- Bidder's Qualifications
- Approach
- Cost Proposal
- Financial Statement (**separate sealed envelope**)

3.34. 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.

3.35. COVER LETTER

The Cover Letter must be a maximum of a one (1) page introducing the Bidder. The Cover Letter must include the Bidder's name, address, e-mail address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the Bidder.

3.36. TABLE OF CONTENTS

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

3.37. EXECUTIVE SUMMARY

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

3.38. EXCEPTIONS

This portion of the proposal 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 proposal 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 accepted by the County, and will form a part of any resulting Contract, only if the County explicitly so states in writing.

Exceptions shall be noted as follows:

- Exceptions to the Requirements
- Exceptions to Proposed Solution
- Exceptions to Basis of Award
- Exceptions to any other part of this RFP
- Exceptions to terms in the Sample Agreement

3.39. BIDDER'S QUALIFICATIONS

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

3.39.1. 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.

3.39.2. 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 proposal.

3.39.3. References

Provide a list of at least five (5) customer references. Include the firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Contract; and the dates that these services were completed. Bidder may provide sample material of your company's work to substantiate your previous experience.

3.39.4. 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.

3.40. APPROACH

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

(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.)

3.41. FINANCIAL STATEMENT

FINANCIAL STATEMENT SUBMITTED WILL BE FORWARDED TO COUNTY AUDITOR-CONTROLLER FOR REVIEW AND DESTROYED OR RETURNED WITHIN THREE (3) WORKING DAYS FOLLOWING CLOSE OF RFP. IF YOU WISH TO HAVE YOUR FINANCIAL STATEMENTS RETURNED, A SELF-ADDRESSED, STAMPED ENVELOPE MUST BE ENCLOSED.

Provide copies of the Bidders most current and prior two (2) fiscal years financial statements. Financial statements should include a balance sheet and income statement at minimum. Financials consisting of, but not limited to the Balance Sheet (Statement of Financial Positions), and Income Statement (Statement of Operations), and the Retained Earnings Statement (Changes in Fund Balance) are necessary for construction and service provider contracts over \$10,000. For contracts under \$100,000 (federal funding over \$100,000 single audit requirements will apply), if audited statements are available, these should be submitted to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

If financial statements are not available, sufficient financial information should be submitted to demonstrate the ability to finance the contract and provide the services in accordance with the requirements of this RFP, understanding that cash advances are not available. Financial information will be kept confidential if so stamped on each page.

THIS INFORMATION TO BE PLACED IN A SEPARATE SEALED ENVELOPE AND MARKED "BIDDER'S FINANCIAL STATEMENT" ON THE OUTSIDE OF THE ENVELOPE. FAILURE TO SUBMIT FINANCIAL INFORMATION WILL BE CONSIDERED AS "NONRESPONSIVE", RESULTING IN REJECTION OF PROPOSAL.

3.42. COST PROPOSAL FORMAT

It is essential that all responding Bidders complete Exhibit 1 and include it with their submission. All proposals must have a narrative providing a thorough and clear explanation of your costs.

SECTION 4 – BASIS OF AWARD, SELECTION PROCVCESS AND EVALUATION CRITERIA

4.1. BASIS OF AWARD

Award will be made to the Bidder whose proposal demonstrates to be the most qualified, responsive and advantageous to the County. **The County shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the County after all factors have been evaluated.**

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, 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 BE CONFINED TO COST ALONE

False, incomplete, or nonresponsive statements in connection with the proposal 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 proposal process and reject any or all proposals 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.

4.2. SELECTION OF EVALUATION COMMITTEE

An Evaluation Committee consisting of selected personnel will be established to evaluate the proposals. It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to initiate contract negotiations. Selection will not be made on cost alone, but will be based upon the most responsive proposal.

4.3. EVALUATION CRITERIA

The Evaluation Committee will consider only those proposals which have been considered responsive to the proposal. Any proposal 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 Subcontractors references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; 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 proposal, but shall recommend such proposal that is the most qualified, responsive and cost-effective proposal and in the best interest of the County.

Exhibit 1 shall be ranked on a total weighted score of 100, and shall be evaluated in accordance with the following criteria and respective weight factor:

Products/Pricing (40 Points)

1. All products and services available - must include shipping charges
2. Pricing for all available products and services
3. Pricing for warranty on all products and services
4. Ability of Customers to verify they received contract pricing

5. Payment methods

Performance Capability (30 Points)

1. Ability to deliver products and services nationally
2. Ability to fill emergency orders
3. Return and restocking policy and applicable fees
4. History of meeting the shipping and delivery timelines
5. Ability to meet service and warranty needs of members
6. Customer service/problem resolution
7. Invoicing process
8. Contract implementation/Customer transition
9. Financial condition of vendor
10. Website ease of use, availability, and capabilities related to ordering, returns and reporting

Qualification and Experience (20 Points)

1. Corporate level management support and resource commitment to the FOCUS program.
2. Corporate level dedication to at least a California marketing program.
3. Corporate level commitment to their sales force in promoting the FOCUS program.
4. Commitment to an aggressive marketing strategy.
5. Demonstrated excellence in customer support and service.
6. A commitment to use local providers and/or contracted services where a corporate presence does not exist.
7. A commitment to include Merced County in semi-annual FOCUS planning / strategy meetings.
8. A commitment to meet on FOCUS progress each quarter.
9. A commitment to product and service quality assurance program that meets or exceeds industry excellence standards.
10. A commitment to provide the most competitive pricing given to a state/local government agency for the array of products and/or services offered
NOTE: Pricing offered must reflect across the board percentage of discount or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.
11. Demonstrated ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.
12. Commitment to provide an on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments by vendor.
13. Demonstrate a commitment to provide a high level of availability to customer support.
14. As required, provide a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.
15. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.
16. Commitment to ensuring 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.
17. 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.
18. All products offered in response to this FOCUS must meet or exceed the specifications of the referenced brands.

19. When manufacturer requires certification to sell, install or maintain services and equipment included in your response to the proposal, list those certifications.
20. Include the location and availability of sales persons who will work on this contract
21. Past experience working with the government sector
22. Exhibited understanding of cooperative purchasing
23. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
24. Minimum of 10 customer references relating to the products and services within this RFP

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training

Proposals must score a minimum of 70 points to be given further consideration for selection and possible oral presentations.

4.4. NOTICE OF INTENT

A "Notice to Intent to Negotiate" will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate contract negotiation. This "Notice of Intent to Negotiate" will be sent to all participating Bidders by U.S. postal mail and/or email.

A "Notice of Intent to Award" will be sent to all participating Bidders upon completion of the contract negotiation and the agreement is agendized with The Board of Supervisors. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail and/or email.

4.5. NEWS RELEASES

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

4.6. DEBRIEFING

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County's Department of Administrative Services-Purchasing Division, 2222 "M" Street, Room 1, Merced, California 95340 within three (3) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Evaluation Committee determinations of your company's submitted proposal as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the County's Request for Proposal is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging the award of the Contract.

4.7. PROTEST

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the County after undergoing the debriefing process described herein above.

Should an unsuccessful Bidder request a debriefing, and believes its proposal to be the most responsive to the County's proposal and that the County has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to County's Intent to Award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

County Executive Officer
County of Merced
2222 "M" Street
Merced, California 95340

All protests in relationship to the County's intended award decision must be received by the County Executive Officer no later than seven (7) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award" to the Bidder.

4.8. PROTEST PROCEDURES

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the County of Merced.

Upon receipt of the formal protest, the County Executive Officer, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Supervisors stating their concerns. The decision of the Merced County Board of Supervisors constitutes the final step of the Bidder's administrative remedy.

A protest shall be disallowed when, in the judgment of the County Executive Officer, or his/her designee, or County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Merced County, the protest will be disallowed.

DEFINITIONS

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

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 proposal to compensate the County for damages it might suffer if successful bidder refuses to execute the contract that may be derived from their proposal. 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.

Closing Date/Time - The day and time the Request for Proposal must be received in the office of the Department of Administrative Services-Purchasing Division for acceptance.

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

Contractor - The Bidder or Vendor awarded the Contract derived from this Bid or RFP.

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 Scope of Work.

Discount - A percentage amount allowed off invoices for prompt payment.

Evaluation Committee - A committee established to review and evaluate proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Administrative Services-Purchasing Division.

Formal Date of Award - Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

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

May – Indicates something that is not mandatory but permissible.

Must/Shell – Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

Objectives/Sub-Tasks - Detailed activities that comprise the actual performance of the Goal/Task. The total of all Goals/Tasks and Objectives/Sub-Tasks makes up the “Scope of Work”.

Prime Contractor - The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, 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.

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

Tasks – A discrete unit of work to be done

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		
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)		
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		

ATTACHMENT A - SIGNATURE PAGE

(BIDDER TO COMPLETE AND PLACE IN FRONT OF PROPOSAL)

INDIVIDUAL/COMPANY _____

ADDRESS _____
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Joint Venture Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

“I certify that I have read the Terms and Conditions pursuant to the submittal of a Request for Fast Open Contracts Utilization Services (FOCUS) will comply with said Terms and Conditions, unless otherwise noted by exception herein, as of the date and time of close of this proposal”.

Authorized Representative - Name Title

Signature Date

Business License No.: (Merced City) _____
(Merced County) _____
Professional License No.: _____
Taxpayer Identification No.: _____