

COUNTY OF MENDOCINO

EXECUTIVE OFFICE/CENTRAL SERVICES DIVISION

841 Low Gap Road • UKIAH, CA 95482 • (707) 234-6053
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REQUEST FOR PROPOSAL (RFP)

SHERIFF PURSUIT VEHICLE BUILD SERVICES

RFP No.	15-18
RFP Issue Date:	June 1, 2018
RFP Submission Deadline:	June 28, 2018
Issued by:	Executive Office

REQUEST FOR PROPOSAL

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I. INTENT

It is the intent of these specifications, terms, and conditions to describe the provision of emergency equipment (i.e. lights and sirens) and interior hardware (i.e. consoles, components, door, and the window guards) for patrol vehicles build-up is required of the County of Mendocino police pursuit vehicles which include sedans, pickup trucks, and SUV's, as follows:

Mendocino County intends to purchase patrol vehicle emergency equipment and interior hardware outfitted in patrol vehicles used by the Mendocino County Sheriff's Office and other County departments. These vehicles will be outfitted by the vendor awarded the contract. The number of vehicles that require this equipment will vary based on the needs of the Sheriff's Office and the replacement cycle of the fleet.

The various build-ups will be accomplished with a combination of existing equipment (removed from old vehicles from the Sheriff's department fleet), and new equipment (provided by vendor in conjunction with this proposal). Lists of equipment preferred by the County of Mendocino are attached to this RFP (Attachments H, I and J).

The County of Mendocino has defined the standard for Sheriff Pursuit Vehicles by which quality, configuration and location of equipment should be measured (refer to Scope of Service, Section XI of this RFP).

It is the intention that the awarded vendor will be a "turnkey operation" and deliver complete "ready for service" vehicles.

II. DEFINITIONS

COUNTY – The County of Mendocino.

VENDOR – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

CONTRACTOR – A vendor who signs a contract with the COUNTY to perform services.

III. PROPOSAL SUBMISSION GUIDELINES

- A. Vendors must submit five (5) copies of their proposal: Four (4) complete paper copies with original Vendor signature, and one (1) complete copy on CD. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. 15-18", and delivered by 2:00 p.m. June 28, 2018 to:

Mendocino County
Attn: David Mendez
841 Low Gap Road
Ukiah, CA 95482

Late or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. ***Proposals received after the date and time specified will not be considered.*** Note: The unauthorized use of the County's official logo is strictly prohibited.

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
 - Attachment B – Proposal Checklist/Table of Contents
 - Executive summary of proposal
 - Scope of services
 - Company background and experience
 - Proposal cost plan and narrative (as identified in Section XIII)
 - Attachment C – Exceptions to RFP
 - Attachment D – Letters of Reference
 - Attachment E – Certificate of Non-collusion
 - Insurance coverage/certificate of insurance
 - Acknowledgement of receipt of addenda, if applicable.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**

- E. Prices shall be stated in the format as requested herein. Where indicated, vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.
- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.
- H. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the vendor.
- I. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by vendor shall become the property of the County of Mendocino.
- J. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- K. Vendor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the vendor's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- L. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- M. This service has been selected to be made available for use by other local government agencies (piggy-back). The use of the contract, by the other government agencies, will be optional. Sales to these governmental agencies by the Contractor shall be optional. If bidders choose to extend prices offered on this proposal to other governmental agencies, any resulting contract will be solely between the supplier and the third party unit of government. Mendocino County shall not be responsible for any problems which may arise between other government agencies and the contractor as a result of any sales and/or purchases made.
- N. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost efficient manner (please refer to Attachment G- Sample Mendocino County Blanket Purchase Order).

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

A. Pre-submittal inquiries and correspondence shall be directed to:

- Procedural inquiries: David Mendez
Buyer/Administrative Services Manager
(707) 234-6053
mendezd@mendocinocounty.org
- Technical inquiries: Gregory Van Patten
Captain, Field Services
(707) 463-4083
vanpatg@mendocinocounty.org

B. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).

C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested vendor(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each vendor known to have received a copy of this RFP. **Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued.**

D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**

E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.

F. Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFP Representatives listed above for any and all technical and procedural inquiries.**

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Vendor's authorized representative, provided it is received **prior to the deadline for submission of proposals.** Telephone, email or verbal alterations will not be accepted.

- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals.**

VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Vendors to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to vendors in the event of schedule changes.**

Scheduled Activity	Proposed Date
Request for Proposals mailed to prospective proposers	June 1, 2018
Inquiry Deadline	June 15, 2018
RFP Submission Deadline	June 28, 2018
RFP Selection and Notification	July 19, 2018
Approximate Contract Start Date	August 1, 2018

VII. SELECTION PROCESS

- A. The County reserves the sole right to judge the contents of the Vendors' proposals. The selection process will be governed by the following criteria:
1. The proposals must adhere to the instructions and format as specified in this RFP.
 2. The evaluation will include a review of all documents and information relating to the Vendor's services, organizational structure, capabilities, qualifications, past performance, and costs.
 3. Vendors may be required to make an oral presentation and interview before final selection is made.
 4. The County may evaluate any information from any source it deems relevant to the evaluation.
 5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

VIII. SELECTION CRITERIA

- A. The selection of VENDORS(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. VENDORS(s) should submit information sufficient for the County of Mendocino to easily evaluate proposals with respect to the selection criteria. The absence of

required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.
- D. Proposal Review and Evaluation Process
 - 1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
 - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
 - b. Experience of Vendor in providing services and quality of work.
 - c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.
 - d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
 - e. All criteria identified in Attachment F, Proposal Evaluation Form.

IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will

select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.

- D. The successful Vendor will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the Blanket Purchase Order period. A sample Blanket Purchase Order is attached to this Request for Proposal as Attachment G. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Vendor agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the Vendor's qualifications. Should any of the information requested by Mendocino County be considered by the Vendor to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.

G. Open Procurement

- 1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
- 2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
- 3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
- 4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.

H. Local Vendor Preference:

- 1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local

vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:

- a. Those contracts which State Law or, other law or regulation precludes this local preference.
 - b. Public Works construction projects.
2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

X. BACKGROUND INFORMATION

Build-ups for the County of Mendocino Police Pursuit Vehicles which include Sedans, Pickup Trucks, and SUV's, have historically been performed by outside vendors and/or the County's internal Garage operations.

The County is interested in identifying a vendor that is able to deliver a standard build-up for Sheriff Pursuit Vehicles by which quality, configuration and location of equipment is evaluated.

The County is seeking a turn-key vendor that will complete "ready for service" vehicles.

The County of Mendocino has experienced issues with transport time for any repairs and/or adjustments. Due to the Sheriff's limited vehicle pool and staffing levels, timely and efficient delivery of pursuit vehicles is critical and will be an evaluation factor as well.

XI. SCOPE OF WORK

The scope of work for the project includes, but is not limited to:

1. Equipment Specifications and Configuration:
 - a. County of Mendocino will "strip" existing equipment out of pursuit vehicles and provide them to the Vendor with an inventory of said equipment to be used by Vendor. County of Mendocino may also employ the Vendor to complete this "strip" at any time. The remaining equipment is to be installed by Vendor.

- b. County of Mendocino will provide vehicles to be completely outfitted by the Vendor with emergency response equipment as listed in Attachments H, I and J.
- c. The patrol vehicle models supplied will be a Ford Pursuit Interceptor Police Sedan and/or a Ford Pursuit Interceptor Utility (SUV) model and/or a Ford Expedition and/or a Dodge Durango and/or a Dodge Charger and/or a Chevrolet Tahoe or a patrol purpose pickup truck manufactured by Dodge, Chevrolet, Ford or Toyota. Undercover types of vehicles may also be supplied which can range from any manufacturer and model. The vehicle specifications and option packages included for each model will be given to the successful bidder. The quantities of each vehicle model supplied to the Contractor will be at the discretion of the County.
- d. The County reserves the right to supply any or all equipment listed in Attachments H, I, and J to the Contractor.
- e. The Contractor will provide the tools, installation materials and the labor to perform the proper installation of the equipment listed in Appendix A for each model of vehicle. The Contractor will perform all work at their location of business, unless otherwise stated and agreed upon by the County. NOTE: The County is interested in a “turn-key proposal”.
- f. Programming of the light bar and siren controller will be to the County’s specifications.
- g. Overall configuration of console and components will be determined by a representative of the Mendocino County Sheriff’s Office and will be communicated to vendor prior to any vehicle build. Consistency in overall configuration of console and components among same vehicle manufactures is desired.
- h. Programming of the radios will be the responsibility of the County. Programming will be performed prior to or after the installation of the radios.
- i. Antennas will be trimmed to the County’s specifications. Tuning of the antennas will be the responsibility of the County and will be performed by a county employee.
- j. All equipment installed will not interfere with the deployment of any and all air bag system components and the proper operation of the supplemental restraint system. Air bag deployment zones will not be affected by the installation of equipment.
- k. The MDC Data Radio will be supplied by the County for installation. A CAT 5 communications cable will be installed between the center console and rear of each vehicle for future use by upgraded data communications technology

equipment. A sufficient amount of cabling shall be available in the console the rear of each vehicle to allow for extended reach to future equipment.

- I. The equipment shall be installed in the locations listed by County of Mendocino. Equipment installed in the trunk area of the sedan and the rear cargo area of the utility (SUV), shall be installed as to maximize available usable trunk and cargo space and to allow access to the spare tire.
 - m. Placement of the Antennas on the roof of each vehicle and the trunk of the sedan model shall be to the County's specifications as described previously in section XI. a. 7.
2. Equipment Installation Considerations and Requirements

- a. Officer Safety:

- i. While performing an emergency vehicle installation it must be keep in mind that the secure mounting, reliability and performance of this equipment is critical to the officer's safety. All diligence must be taken to assure that every aspect of the install will hold up to extreme and constant use and quite possibly collision damage.

- b. Ergonomics:

- i. All equipment must be installed ergonomically correct, easily accessible and within the normal range of motion for the driver while wearing a seatbelt.
 - ii. The Mic hang-up clip should be placed to allow for unrestricted movement of the Mic and cord. Allow enough room for a large hand to grasp the Mic without hitting knuckles on the control head. Move the gearshift through all positions to ensure sufficient clearance.
 - iii. Equipment requiring the most use or visual interaction should be located as high and/or forward in the console as possible. The more tactile equipment such as the siren and light control head can be installed in a lower and more rear position.
 - iv. All equipment, especially those with LCD screens must be positioned so the displays are clearly visible to the driver. Any straining or head repositioning that is required to view displays is not acceptable.

- c. Air Bag Compliance:

- i. Mounting equipment to the dash requires consideration of dual air bag deployment and supplement restraint system operation and engagement. Vehicle manufacturers provide specifications concerning

safe and unsafe mounting areas. Items mounted in a safe area should not contribute to the dislodging of dash panels or trim pieces. Care must also be taken to remove any sharp items on the dash that could cause personal injury or air bag damage.

d. Mechanical Integrity:

- i. Any item mounted to the vehicle must be firmly secured as to not dislodge in the case of an accident.
- ii. No item should ever be mounted in front of, or imposing upon the knees of the driver or passenger.
- iii. Metal shavings are a common cause of wires being shorted, penetrated, or corroded and must be completely removed.
- iv. Prior to drilling any hole, be certain of what is on the other side. Common targets have been gas tanks, wire looms, brake lines and on board computers or modules.
- v. All holes with wires passing through them must utilize a grommet to protect and seal the wires.
- vi. Tie wraps must be flush cut. Serious cuts have resulted from tie wraps cut at an angle.
- vii. Extreme care is required to the under-dash area near the pedals. Wires must be secured as to not interfere with pedal movement or come in contact with the driver's feet. Speakers, sirens, and cell phone kits should not be installed under the driver's side dash area.

e. Electrical Connections:

- i. All grounds will be attached to clean bare metal and in a dry area. Vehicle manufacturer supplied ground stud locations should be utilized first.
- ii. A+ wiring is to be connected to the distribution bolt or solenoid, generally within one foot of the battery. Connecting directly to the battery is to be avoided.
- iii. All DC power wiring will be fuse or circuit breaker protected within one foot of the source.
- iv. All fuses and circuit breakers will be consistently located and easily accessed.

- v. All splice or push-in connections under the hood shall be taped or heat shrunk.
 - vi. Manufacture supplied fuse blocks are to be used for all low current equipment, where applicable.
 - vii. All fuse holders shall be ATO water-resistant housing with covers.
 - viii. All wiring shall be routed clear of hazards: High foot wear areas, floor board screws, high heat sources, moving parts, sharp edges, etc.
 - ix. All wiring and cables will have enough slack at the connector so that there is no tension, which could cause intermittent or open contact.
 - x. Soldering must be done to professional standards.
 - xi. No wiring shall be spliced together with butt connectors.
 - xii. All wiring shall remain the same color code from end to end.
 - xiii. Wiring shall not be spliced together to form the appropriate length. If a length of wiring is too short to span the distance between two components, then it shall be discarded and a new length of wiring used.
- f. Radios and Antennae:
- i. Mic strain relief hook must be secured.
 - ii. Mic connector cove must be fully inserted into the control heads.
 - iii. Speaker wire must be secured. Use a thin tie wrap between the wires to keep connectors that are prone to loosening up secure.
 - iv. Soldering must be done to professional standards, including both center conductor and outer shield.
 - v. All RF connectors are to be tightened one eighth turn beyond finger tight.
 - vi. Trim antennas as specified by manufacturer using wattmeter. Tune antennas for minimal reflected power.
 - vii. Scanner coax must have large loop at trunk or lift gate hinge to minimize stress on center conductor.

- viii. Any antenna with a plastic base load will have a 100% silicone sealant applied at the top of the load.

g. Technical Serviceability:

- i. Consideration must be given to servicing the radio and technician access.
- ii. There should be ready access to the transceiver, its programming port, coax connector, power cables, and control cables.
- iii. All console equipment must have a sufficient service loop to allow it to be completely removed from the consoler for service.
- iv. Extra cables and coax should form a service loop near the transceiver to allow the radio to be serviced while in the vehicle.
- v. Having to remove or unbolt seats to access the radio or radio control head is not acceptable.

3. Vendor Qualifications:

Due to the critical nature of the operation of the installed equipment and the need for consistent reliability, the following qualifications, certifications, licenses, technical expertise, and access to technical information shall be the minimum level necessary to perform the outfitting of County Sheriff's Office vehicles.

a. Minimum Qualifications:

- i. Bidder shall be regularly and continuously engaged in the business of providing patrol vehicle outfitting and equipment for at least five (5) years
- ii. Bidder shall have access to up-to-date diagnostic and repair information for each of the vehicle models being outfitted. Information available shall include the following guides, technical service bulletins, and system repair and diagnostic information:
 - 1. Modifiers Guide
 - 2. Modifiers Bulletins
 - 3. Supplemental Restraint Systems
 - 4. Airbag System
 - 5. Passive Restraints System
 - 6. Technical Service Bulletins
 - 7. Anti-Lock Brake Systems
 - 8. Body Electrical
 - 9. Communication Devices

10. Cruise Control Systems
11. Door Lock and Anti-Theft Systems
12. Electrical Component Locations
13. Entertainment Systems
14. Frames, Sub frames and Cross members
15. Gauges and Instrument Panels
16. Heating, Ventilation and Air Conditioning Systems
17. Horns
18. Interior Trim
19. Power Windows
20. Steering Column Switches
21. Suspension and Electronic Steering Systems
22. Transmission and Control Systems
23. Wiring Diagrams

iii. Bidder shall possess the following minimum technical certifications and licenses. Each certification and license listed must be current:

1. Emergency Vehicle Technician (EVT) L-1 Law Enforcement Vehicle Certification
2. Automotive Service Excellence (ASE) – A6 Electrical/Electronic Systems Certification
3. Automotive Service Excellence (ASE) – A7 Heating and Air Conditioning Certification
4. California Bureau of Automotive Repair Class A Lamp Inspector License

iv. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified.

4. The vendor must be able to provide warranty support and service within a 24-hour period. Warranty parts must be shipped for delivery within 24 hours (i.e. same day or next day delivery), with no shipping charges to the County.
5. Bids must include a minimum of two years warranty for all labor, workmanship and parts. For warranty repairs, awarded vendor must include portal-to-portal transportation (pick up/delivery) at no cost to the County of Mendocino.
6. Awarded vendor must perform a visual inspections and document damages appearing on any vehicle, or defect found in any equipment to be installed, at the time vendor takes possession of same.
 - a. Written or faxed notification of any damage or defect that is discovered must be submitted to the Project Manager immediately.
 - b. Damage or defects discovered by County of Mendocino, upon receipt of completed job will be vendor's responsibility to repair unless such damage or

defect was reported by vendor as having existed prior to their taking possession.

7. Awarded vendor must provide County of Mendocino with a diagram/schematic for each vehicle, covering all wiring added during the build-up, including size and location of all circuit protectors.
8. Upon notification by vendor that a vehicle is complete, County of Mendocino will conduct an inspection and performance test. This inspection will be required prior to acceptance of the work, and successful results must be obtained prior to issuing payment.
9. The awarded vendor must attend a 'Pre-Build-up Meeting' at no cost to the County of Mendocino. The meeting will be held at a location chosen by the County.
10. All solenoids, fuses, circuit breakers, custom brackets, wiring connectors and all modifications must be approved by the County prior to installation.
11. Vendor must provide miscellaneous materials as may be required to accomplish the above installations. Miscellaneous materials may include, but not be limited to: all nuts, bolts, fasteners, wire, tape, loom, connectors, circuit breakers, terminal blocks, paint and fabricating material. Any painting that may be necessary must be done with the appropriate "accepted industry standard" paint, color and texture.
12. The vendor will arrange for all "transportation" required for the build-up process if requested by the County. Transportation includes: pick-up and delivery of vehicles and existing equipment (located at the County of Mendocino Garage); shipping/delivery charges associated with the purchase of any new parts/equipment the vendor provides for the build-up. One flat-fee for transportation will be allowed for all vehicles. Transportation must also be included for all warranty repairs that may be required.
13. Turn-around time per vehicle must not exceed 10 business days from date vehicle is delivered. This includes ordering of equipment, installation and transfer of all items as described.

XII. PROPOSAL FORMAT AND CONTENT

Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:

- A. An executive summary and written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing

the below listed elements at a minimum: Experience, stability & growth, commitment, product and services.

- B. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all system modules.
- C. A description of Contractor's experience in providing the requested services.
- D. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
- E. Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Contractor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
- F. Any exceptions to the terms and conditions as specified in Attachment G to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- G. Two (2) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Contractor has worked to provide services.
- H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- I. Timeline indicating implementation schedule and training schedule (if applicable).
- J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

XIII. FORMAT OF COST PROPOSAL

The Vendor must itemize all costs, including per hour costs, chargeable to the County as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole

and absolute judgment shall, under all circumstances, best serve the interests of the County.

XIV. CONTRACT

A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent of award.

B. Execution of Contract

1. Upon the acceptance of a Vendor's Proposal, County will prepare and submit a contract to the successful Vendor for signature. (See sample contract, as Attachment G, which contains required contractual language.) In the event that the successful Vendor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
2. Incorporated by reference into the contract which is to be entered into by County and the successful Vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Vendor's response thereto, and (b) all written communications between County and the successful Vendor whose Proposal is accepted.

C. No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Contract Term

The term of the AGREEMENT(s) will be for a period of three (3) year(s) with the option to extend the AGREEMENT(s) up to two (2) additional one-year periods.

F. Insurance

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment G, Sample Mendocino County Blanket Purchase Order.

XVI. REJECTION OF PROPOSALS

The RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected contractor will be required to obtain a County business license if not already held.

XVII. GENERAL CONDITIONS

While the intent of the County is to award the contract to the selected Vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.

- 2) The County has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the County finds that the Vendor's performance is not satisfactory (as specified in Attachment G – Sample Mendocino County Contract, paragraph 19).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the County. Final payment to the Vendor will only be made when the County finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

XVIII. LIST OF ATTACHMENTS

Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
Attachment B – Proposal Checklist/Table of Contents
Attachment C – Exceptions to RFP
Attachment D – Letters of Reference
Attachment E – Certificate of Non-collusion
Attachment F – Proposal Evaluation Form
Attachment G – Sample Mendocino County Blanket Purchase Order
Attachment H – Patrol Vehicle Equipment List
Attachment I – K9 Patrol Vehicle Equipment List
Attachment J – Undercover Vehicle Equipment List

ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

County of Mendocino
 Executive Office



RFP No. 15-18
Sheriff Pursuit Vehicle Build Services

RFP No.	15-18
RFP Issue Date:	June 1, 2018
RFP Submission Deadline:	June 28, 2018

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No 15-18", and delivered by 2:00 p.m., June 28, 2018 to: Mendocino County Executive Office/Central Services Division, Attn: David Mendez, 841 Low Gap Road, Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

- Procedural inquiries: David Mendez
 Buyer/Administrative Services Manager
 (707) 234-6053
 mendezd@mendocinocounty.org
- Technical inquiries: Gregory Van Patten
 Captain, Field Services
 (707) 463-4083
 vanpatg@mendocinocounty.org

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name:	_____	Date:	_____
Representative:	_____		
Title:	_____		
Phone:	_____		
Address:	_____	Fax:	_____
Federal Tax ID No.:	_____	Email:	_____

RFP Contact Information (if different then above)

Contact Person:	_____		
Title:	_____		
Phone:	_____	Fax:	_____
Address:	_____	Email:	_____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?
☐ YES ☐ NO
2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?
☐ YES ☐ NO
3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.
☐ YES ☐ NO
4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?
☐ YES ☐ NO
5. Do you agree that the proposal amount includes all costs incident to the proposed contract?
☐ YES ☐ NO
6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?
☐ YES ☐ NO
7. Do you agree to be an ePayable as described in Attachment G- Sample Mendocino County Contract ?
☐ YES ☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____
(Printed name)
Signature: _____

Date: _____

ATTACHMENT B
PROPOSAL CHECK LIST/TABLE OF CONTENTS

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page No.
Signature Page, signed by authorized representative (RFP Attachment A)	
Proposal Check List/Table of Contents (RFP Attachment B)	
Executive Summary	
Scope of Services (in relation to providing services described in Section XI, Scope of Work)	
Company Background and Experience (including staff resumes)	
Proposal Cost Plan and Narrative	
Exceptions to the RFP (RFP Attachment C)	
Letters of Reference (minimum of two (2)) (RFP Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (RFP Attachment E)	
Insurance Coverage (Certificate of Insurance)	

ATTACHMENT C EXCEPTIONS TO RFP

Company Name: _____

Representative: _____

Title: _____

Address: _____

Phone: _____ Email: _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

[illegible]

Authorized Representative: _____

(Printed name)

Signature: _____

Date: _____

**ATTACHMENT D
LETTERS OF REFERENCE**

Please list the references (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.	Dates Services Provided (From/Through)

**ATTACHMENT E
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

_____, 2018
Date

ATTACHMENT F
COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM
RFP No. 15-18
Sheriff Pursuit Vehicle Build Services

Vendor Name: _____

Evaluated By: _____

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the Central Services Division

		Weight	*Rating Scale	Points Total
D.	Cost	15 points		
E.	Implementation Plan and Schedule	35 points		
F.	Relevant Experience	25 points		
G.	References	10 points		
H.	Overall Proposal	15 points		

Evaluation Total (Maximum 500)		
--------------------------------	--	--

Comments:

Scoring: (To be performed by the Executive Office/Purchasing Agent)

Weight X *Rating (per Scale) = Points Total

*Rating Scale: 5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable

ATTACHMENT G – SAMPLE MENDOCINO COUNTY BLANKET PURCHASE ORDER

COUNTY OF MENDOCINO

Executive Office – Central Services Division
841 Low Gap Road
Ukiah, CA 95482
707.234.6053 FAX 707.463.4673



BLANKET PURCHASE ORDER

BPO No.	Vendor No.

Date:

Vendor Name and Address:

Authorized Departments/Divisions: Org Code:

Vendor Contact & Phone:		Ship To:	
FOB: DESTINATION	CASH DISCOUNT TERMS:		

COMMODITY/SCOPE OF SERVICE

Vendor shall provide ,

EXCLUDED FROM PURCHASE under this contract is/are

PERIOD

This BPO is effective through , and is subject to cancellation, at the County's option, thirty (30) days after receipt of written notification. The County reserves the right to extend this BPO for one (1) year periods, provided such extensions are agreeable to both parties (County and Vendor).

PRODUCT PRICES, TERMS AND CONDITIONS

The following products/services shall be provided at the rates and terms described below:

\$

Vendor shall not require any minimum or maximum purchases by the County; however, the Vendor agrees that the maximum **total cost per order**, including any applicable shipping charges and/or sales tax, shall not exceed \$_____.

Quantity is an estimate only, and should not be construed as a minimum or maximum guarantee.

ORDERS

Orders may be placed against this BPO via Phone, Facsimile, Email or in person. Only representatives of those Departments/Divisions specifically identified above are authorized to make purchases against this BPO. At the time of placing an order, the authorized County representative will be responsible for referencing the BPO number. All orders shall be delivered with an itemized packing list or invoice that references this BPO.

DELIVERY SCHEDULE

Delivery of items shall be made within _____ calendar days from the date of order. Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.

INVOICES AND PAYMENT TERMS

Invoices for products/services shall be submitted to the Ship-To address as listed above. All Invoices must reference the BPO number. Failure to do so may result in a delay of payment. Payment terms are net 30 days. There shall be no penalty fees for late payment.

OBLIGATION OF FUNDS

This Blanket Purchase Order is non-exclusive and does not obligate any funds, nor guarantee any minimum or maximum volume of purchases to be made against this BPO.

The **maximum annual total** dollar amount to be allowed under this BPO shall not exceed \$_____.

REPORTING

Vendor shall maintain a record of all orders received through this BPO. Vendor shall be required to submit quarterly Sales Activity Reports to:

County Executive Office

Attn: Buyer

841 Low Gap Road

Ukiah, CA 95482 -OR- via electronic mail to mendezd@mendocinocounty.org

Reports shall be sorted by Department/Division and by items purchased in descending dollar volume. Reports at a minimum shall contain:

- Department/Division
- Item Description
- List and discounted unit price
- Total for each item
- Quarterly and year-to-date total dollar volume
- Time period covered

In addition to the quarterly reporting requirement, reports may be requested from the Vendor upon special request by the County Purchasing Agent or his/her designee.

ATTACHMENTS

The following Attachments are hereby incorporated and made a part of this BPO:

BPO ATTACHMENT A – Standard Terms and Conditions for Blanket Purchase Orders

BPO ATTACHMENT B – Insurance Requirements

BPO ATTACHMENT C – Labor Code Section 1771.1(a)

VENDOR:

COUNTY OF MENDOCINO:

Signature

Janelle Rau

Deputy Chief Executive Officer

Title: _____

Date

Date

BPO ATTACHMENT A

**COUNTY OF MENDOCINO
STANDARD TERMS AND CONDITIONS**

BLANKET PURCHASE ORDERS

1. PAYMENT TERMS

1.1 Price. No changes in price, quantity or merchandise will be recognized by County without written notice of acceptance thereof by the Purchasing Agent prior to the shipment of goods or installation of the materials or performance of services. No charge will be allowed for packing, boxing, or cartage, except when otherwise specified in this contract. County is exempt from the payment of federal excise tax; therefore, federal excise tax shall not be included in the price of the goods. Unless otherwise definitely specified, Vendor hereby understands and acknowledges that the prices quoted herein do not include California Sales and Use Tax or Mendocino County Sales and Use Tax.

1.2 Cash Discounts. In connection with any cash discount specified in this contract, time will be computed from the date of completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received if the latter date is later than the date of delivery and/or performance. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing of County warrant or check.

1.3 Invoices. Upon submission of the itemized invoice(s), payment shall be made of the prices stipulated herein for goods or materials delivered or services rendered and accepted less deductions, if any, as herein provided. Payment on partial deliveries or services may be made whenever amounts due so warrant or when requested by Vendor and approved by the Purchasing Agent.

2. REQUIREMENTS CONCERNING GOODS

2.1 Shipment.

2.1.1 Delivery. Vendor shall deliver the goods in accordance with the delivery schedule set forth in this contract. If the time for delivery is stated as a number of days, it shall mean calendar days. Goods will not be accepted if shipped C.O.D. Title to the goods purchased hereunder shall pass to County at the F.O.B. point designated on the face hereof, subject to County's right to reject the goods.

2.1.2 Inspection. County shall have the right to inspect the goods prior to payment and acceptance. Notwithstanding anything stated to the contrary herein, if on inspection, County determines that the goods do not conform to the contract requirements, County shall have the right to preserve and keep, at no expense to the County, a small sample of the goods tendered for the purpose of having evidence of the tendered goods' kind and quality.

2.1.3 Risk of Loss. The risk of loss of the goods shall not pass to County until County actually receives and accepts the goods from Vendor.

2.2 Procurement of Recycled Goods. The Board of Supervisors has committed the County of Mendocino to the purchase and use of recycled products which will contribute to the conservation and protection of the resources referenced in this agreement.

2.3 Force Majeure. Vendor shall not be liable for any delay or failure to deliver any or all of the goods if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm, or any act of God. County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for County to receive the goods. When either Vendor or County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.

3. PERFORMANCE OF SERVICES

3.1 Standard of Care. Vendor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Vendor's trade or profession. Vendor hereby warrants that all its work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Vendor's work by County shall not operate as a waiver or release.

3.2 Assigned Personnel. Vendor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Vendor to perform work hereunder, Vendor shall remove such person or persons immediately upon receiving written notice from County.

3.3 Completion. Vendor shall perform the services described in this contract within the time or dates set forth herein.

3.4 Time of Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

3.5 Insurance. With respect to performance of work under this contract, Vendor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as outlined in Attachment B of this contract. If Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of this contract. County, at its sole option, may terminate this contract and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County may deduct from sums due to Vendor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

3.6 Representations and Covenants of Vendor.

3.6.1 Status of Vendor. The parties intend that Vendor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Vendor is not to be considered an agent or employee of County, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this contract, Vendor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

3.6.2. Taxes. Vendor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this contract and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

3.6.3. Records Maintenance. Vendor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this contract and shall make such documents and records available to County for inspection at any reasonable time. Vendor shall maintain such records for a period of three (3) years following completion of the work hereunder.

3.7 Assurance of Performance: If at any time the County has good objective cause to believe Vendor may not be adequately performing its obligations under this Agreement or that Vendor may fail to complete the Services as required by this Agreement, County may request from Vendor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Vendor's performance. Vendor shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. Vendor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

4. TERMINATION At any time and without cause, County shall have the right, in its sole discretion, to terminate this contract by giving thirty (30) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that

have been delivered and accepted by County or services satisfactorily rendered through the date of termination.

5. NON APPROPRIATION: If County should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, County may unilaterally terminate this Agreement only upon thirty (30) days written notice to Vendor. Upon termination, COUNTY shall remit payment for all products and services delivered to County and all expenses incurred by Vendor prior to Vendor's receipt of the termination notice.

6. TITLE TO GOODS; INFRINGEMENT Vendor warrants that it has title to the goods and that they are not subject to a security interest, lien, or other encumbrance. Vendor shall hold County, its officers, agents, servants and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this contract, and agrees to defend, at Vendor's sole expense, any and all actions brought against County or Vendor because of the unauthorized use of such articles.

7. WARRANTY

7.1 Warranty for Goods. Vendor warrants to County and/or County customers that any and all goods covered by this contract will be new unless otherwise specified and will conform to the drawings, specifications, samples, description and time provisions furnished by County and will be of first-class material and workmanship and free from defect. In the event of a defect, malfunction, or failure of the goods to conform with this warranty, County shall have the right to require Vendor to repair or replace the goods without charge within five (5) business days from being notified of the defect. If Vendor cannot replace the goods and repair either is not commercially practicable or cannot be made within such five (5) business day period, County shall have the right to require Vendor to refund the purchase price. Defective goods rejected by County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by County for any reason, including, without limitation, County's acceptance of the goods or County's failure to notify Vendor thereof. Further, the failure of County to seasonably specify any defects in rejected goods shall not prevent County from relying on the defect to establish a breach, even though Vendor could have cured the defect on proper notification.

7.2 Warranty for Services. Vendor warrants to County that any and all materials and equipment furnished under this contract will be new unless otherwise specified and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by Vendor. In the event County elects to have said work performed by Vendor, Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from County; however, in no event shall such period exceed fifteen (15) calendar days. If

Vendor shall fail or refuse to comply with its obligations under this section, County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

8. INDEMNIFICATION Vendor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Vendor, arising out of or in connection with the performance of Vendor hereunder, but excluding liability due to the sole active negligence or sole willful misconduct of County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Vendor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Vendor shall be liable to County for any loss or damage to County property arising from or in connection with Vendor's performance hereunder.

9. REMEDIES In the event of a default hereunder by Vendor, County may pursue any one or more of the following remedies:

9.1 County's Right to Cover. In the event any item furnished by Vendor in the performance of this contract should fail to conform to the specifications therefore, or to the same submitted by Vendor with its bid, County may reject the same, and require Vendor to reclaim and remove the same forthwith, without expense to County, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should Vendor fail, neglect or refuse to do so County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to Vendor the difference between the prices named in the contract and the actual cost thereof to County. In the event Vendor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to reimbursement set forth above shall apply. Cost of inspection of deliveries which do not meet specifications will be for the account of Vendor.

9.2 County's Right to Terminate this Contract. Every tender of goods must fully comply with all provisions of this contract and nothing in this contract shall be construed as restricting or limiting County's right to demand exact performance with respect to each and every installment delivery. County shall have the right to treat any nonconforming installment shipment as a breach of the entire contract and terminate the contract for any such breach. If County pursues this remedy, Vendor shall not have the right to substitute a confirming tender, whether or not the nonconforming delivery may be seasonably cured.

9.3 County's Right to Incidental Damages. County shall be entitled to recover as incidental damages, in addition to those provided for in the Uniform Commercial Code, the following: (1) a reasonable rental charge for goods leased while County effectuates a purchase elsewhere; and (2) any expenses incurred in leasing substitute goods for use until County procures goods elsewhere.

9.4 Remedies Not Exclusive. The rights and remedies of County provided hereunder shall not be exclusive and are in addition to any other rights and remedies provided by the law or under this contract.

10. NONDISCRIMINATION Vendor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.

11. CONFORMITY WITH LAW AND SAFETY

11.1 In performing services under this Agreement, Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Vendor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Vendor's failures to comply with such laws, ordinances, codes and regulations.

11.2 Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Vendor's performance of this Agreement, Vendor shall immediately notify Mendocino County Risk Manager's Office by telephone. Vendor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Vendor's sub-contractor, if any; (3) name and address of Vendor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment tools, material, or staff were involved.

11.3 Vendor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

11.4 Vendor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

12. USE OF COUNTY PROPERTY Vendor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

13. DRUG-FREE WORKPLACE Vendor and Vendor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Vendor nor Vendor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code §812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Vendor or any employee of Vendor is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County

facility or work site, the Vendor, within five days thereafter, shall notify the Purchasing Agent. Violation of this provision shall constitute a material breach of this Agreement.

14. COMPLIANCE WITH LICENSING REQUIREMENTS Vendor shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous.

15. ADVERTISING OR PUBLICITY Vendor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity released or otherwise without securing the prior written consent of County in each instance.

16. GENERAL PROVISIONS

16.1 Assignment. No right or interest in this contract may be assigned by Vendor without the written permission of County, and no delegation of any obligation owed by Vendor may be made without the written permission of County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

16.2 No Waiver of Breach. The failure of County to object to the manner of performance of any of the terms of this contract shall not be considered a waiver of any rights or remedies, past, present, or future. The failure of County to object to a nonconforming performance shall not be construed as an acceptance of or acquiescence in the performance. County reserves the right to insist upon strict compliance with this contract at all times.

16.3 Applicable Law and Forum. This contract shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this contract or for the breach thereof shall be brought and tried in the County of Mendocino.

16.4 Merger; Modifications. The parties intend this writing to be the final expression of their agreement and it is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even when the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No modification of this contract shall be effective unless and until such modification is evidenced by a writing signed by Vendor and the Purchasing Agent.

16.5 Construction. To the fullest extent allowed by law, the provisions of this contract shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

BPO ATTACHMENT B

INSURANCE REQUIREMENTS

CONTRACTOR, at its expense, shall secure and maintain at all times during the entire period of performance under this Agreement insurance as set forth below with insurance companies acceptable to COUNTY.

CONTRACTOR shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required and provisions contained herein have been submitted to and accepted by COUNTY. Failure to submit proof of insurance as required herein may result in awarding said contract to another bidder. Failure to comply with the insurance requirements set for the herein shall constitute a material breach of contract and, at COUNTY's option, shall subject this contract to termination.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this contract or otherwise in law.

WORKERS' COMPENSATION

CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Workers' Compensation Insurance coverage to cover its employees. CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR's and subcontractors' employees.

SCOPE OF LIABILITY COVERAGES

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing at the minimum the following:

- | | |
|---|---|
| 1. Comprehensive General Liability: | \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage |
| 2. Automobile Liability: | \$500,000 combined single limit, per accident for bodily injury and property damage |
| 3. Workers' Compensation and Employers' Liability | Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident |

CONTRACTOR shall provide to COUNTY certificates of insurance with endorsements properly executed by an officer or authorized agent of the issuing insurance company evidencing coverage and provisions as stated below:

- A. INSURED: Name the County of Mendocino, its elected or appointed officials, employees, agents and volunteers as additional insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products

and completed operations of the Named Insured, (c) premises owned, leased or used by the Named Insured, or (d) ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured.

- B. SEVERABILITY OF INTEREST: Provide that the inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- C. COVERAGE BELOW MINIMUM REQUIRED NOTICE (Claims made policies with aggregate only): Provide that the limits of insurance afforded by this policy shall not fall below the minimum requirements of the County of Mendocino without notice to the County of Mendocino by certified mail return receipt requested. Such notice shall be addressed to: County of Mendocino, 841 Low Gap Road, Ukiah, California 95482, ATTN: Risk Management.
- D. CANCELLATION NOTICE: Provide that the insurance afforded by this policy shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice, delivered in person or by first class U.S. mail, has been given to the County of Mendocino. Such notice shall be addressed to: County of Mendocino, 501 Low Gap Road, Room 1010, Ukiah, California 95482, ATTN: Risk Management.

BPO ATTACHMENT C

LABOR CODE SECTION 1771.1(a)

A CONTRACTOR or SUBCONTRACTOR shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered CONTRACTOR to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the CONTRACTOR is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

ATTACHMENT H – PATROL VEHICLE EQUIPMENT LIST

1. Liberty II Light Bar, Red, Blue, Clear Lenses, Alley Lights, Take Downs
2. Mount/Strap Kit
3. Push Bumper Basic style
4. Prisoner Partition
5. Prisoner Seat Includes seat belt system
6. Window Guards, Interceptor
7. Console Havis with faceplates as needed
8. Slide Arm 11" Havis console
9. Cup holder for Havis Console
10. Charger Sleeve, Streamlight SL Series
11. 12VDC charger cable for SL20 flashlight
12. Mic Clip, Havis Console System
13. Arm Rest Havis Console
14. CENCOM SAFFIRE SIREN, PA AND LIGHT BAR CONTROLLER
15. Siren Speaker Bracket
16. ChargeGuard, 30 amp on/off timer switch
17. POWER OUTLET, 3 ACCESSORY
18. 300 channel 800MHz Base/Mobile Scanner
19. BLAC-RAC Weapons Mount System with T-Rail
20. MPOWER STUD MOUNT B/A
21. MPOWER 4" stud mount SAE 18 led light RBW
22. Drive 4G-M Mobile Vehicle Booster Wireless Repeater
23. Roofmount cell antenna only. Dual band, 5.0db gain Wilson Electronics
24. External speaker for scanner
25. Tremco Anti-Theft Device
26. Vehicle base for computer docking station
27. Havis CF-31 docking station single antenna
28. Parrot Bluetooth car kit
29. Harness for mute button or NAV radio
30. Motorola mobile radio system and antenna
31. WatchGuard 4RE HD wireless in-car video system to include such equipment as windshield mounted camera, rear seat camera, DVR, mic cradle, wiring and antennas.

ATTACHMENT I – K9 PATROL VEHICLE EQUIPMENT LIST

1. Liberty II Light Bar, Red, Blue, Clear Lenses, Alley Lights, Take Downs
2. Mount/Strap Kit
3. Push Bumper Basic style
4. Prisoner Partition
5. Prisoner Seat Includes seat belt system
6. Window Guards, Interceptor
7. Console Havis with faceplates as needed
8. Slide Arm 11" Havis console
9. Cup holder for Havis Console
10. Charger Sleeve, Streamlight SL Series
11. 12VDC charger cable for SL20 flashlight
12. Mic Clip, Havis Console System
13. Arm Rest Havis Console
14. CENCOM SAFFIRE SIREN, PA AND LIGHT BAR CONTROLLER
15. Siren Speaker Bracket
16. ChargeGuard, 30 amp on/off timer switch
17. POWER OUTLET, 3 ACCESSORY
18. 300 channel 800MHz Base/Mobile Scanner
19. BLAC-RAC Weapons Mount System with T-Rail
20. MPOWER STUD MOUNT B/A
21. MPOWER 4" stud mount SAE 18 led light RBW
22. Drive 4G-M Mobile Vehicle Booster Wireless Repeater
23. Roofmount cell antenna only. Dual band, 5.0db gain Wilson Electronics
24. External speaker for scanner
25. Tremco Anti-Theft Device
26. Vehicle base for computer docking station
27. Havis CF-31 docking station single antenna
28. Parrot Bluetooth car kit
29. Harness for mute button or NAV radio
30. Motorola mobile radio system and antenna
31. WatchGuard 4RE HD wireless in-car video system to include such equipment as windshield mounted camera, rear seat camera, DVR, mic cradle, wiring and antennae.
32. Three color grill/bumper lights Red/Blue/White
33. American Aluminum 1/3 Prisoner 2/3 K9 Passenger side exit for K9, Black Matte, Large Rubber Mat
34. E/Z Vault "UP" 45" x 24" x 8" High Black Power Coating MATTE with 4" vault basket
35. K9 Hot-N-Pop® Pro with SOS Horn Activation, Siren activation, Light Bar activation, Dual window drop module and Integrated remote door system
36. Fan kit for Hot-N-POP, 12" with all components

ATTACHMENT J – UNDERCOVER VEHICLE EQUIPMENT LIST

1. Drive 4G-M Mobile vehicle booster wireless repeater and antenna
2. Antenna, line kit and connector
3. N-Force Secondary Light Deck B/A B/A
4. LED Undercover 2 insert 10' Tail Lights B/A
5. N-Force DL PRM WS 9-LED SAE BLK R/B Window R/B
6. MPOWER 4" stud mount SAE 18 LED light RBW grill lights
7. 200 Series mini undercover siren
8. MPOWER 4" D/G black adjustable bracket
9. Headlight Flasher Wig Wag
10. Siren Speaker 123 dB Speaker, Nylon composite
11. Toggle Switch, Three Position, Controls Siren and lights
12. ChargeGuard, 30 amp on/off timer switch
13. Siren Speaker Bracket
14. Hardware installation kit for high end emergency vehicle outfitting
15. Motorola mobile radio system and antenna