

SAN MATEO COUNTY REQUEST FOR PROPOSAL

RFP # 1261

MOBILE COMMAND VEHICLE

**NOTE TO ALL RESPONDENTS:
THE COUNTY OFFICE BUILDING IS CLOSED ON FRIDAY**

PROPOSALS MUST BE SUBMITTED TO:

**COUNTY OF SAN MATEO
County Office Building
Purchasing Division
Attn Charles Davenport
455 County Center, 4th Floor
Redwood City CA 94063**

**No Later than October 06, 2011
@ 10.00 am PST**

**All packages shall be clearly marked:
RFP # 1261 Mobile Command Vehicle**

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SECTION I

GENERAL INFORMATION

NOTE TO ALL RESPONDENTS: THE COUNTY OFFICE BUILDING IS CLOSED ON FRIDAY

This project is being funded by State and Federal Homeland Security grants and funds from The County of San Mateo

The County welcomes proposals from all qualified providers. This Request for Proposal (RFP) is not a commitment or contract of any kind. The County of San Mateo reserves the right to pursue any and/or all ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the applicants and shall not be reimbursed. The County reserves the right to reject any and all proposals and/or terminate The RFP process if deemed in the best interest of The County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, The County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the County

Proposals shall be fully responsive to the documentation, descriptions, and specifications contained in this RFP, and its attachments. The County reserves the right to reject any or all proposals, or portions of any proposals, waive any informality or irregularity in any proposal received, and to award the contract for reasons other than the lowest price. The County also reserves the right to alter this RFP, or The terms and conditions and attachments at any time prior to the execution of a contract by the County and the selected vendor.

Purpose:

The purpose of this RFP is to solicit proposals for a new completed Mobile Command Vehicle according to the requirements of this RFP.

General Information on The County:

San Mateo County is one of 58 California counties and one of nine counties in the San Francisco Bay Area. The County is located on a peninsula that is flanked by the Pacific Ocean on the west, The San Francisco Bay on the east, the City and County of San Francisco to the north, and the counties of Santa Clara and Santa Cruz to the south.

San Mateo County has approximately 5,600 full time employees with an annual budget of approximately \$1.7 billion. The County provides a wide variety of services which are administratively organized into five areas: administration and fiscal, community services, children, youth & family services, criminal justice, and health services. The primary purpose of the organization is to ensure the health, safety and welfare of the community while safeguarding the County's natural resources.

A five-member elected Board of Supervisors serves as the governing body of the County, establishing policy and exercising legislative authority. A County Manager, appointed by the Board of Supervisors, serves as the chief executive officer of the County and is responsible for the County's day-to-day operations.

General Information on The Sheriff's Office of Emergency Services:

The Sheriff's Office of Emergency Services (OES) provides emergency management, search and rescue services; law enforcement and fire service support; emergency response for on scene management, major planned event services and personnel, volunteer recruitment, training, planning, and Homeland Security funding coordination to support public safety efforts. OES strives to reduce loss of life, injury and property, and assist federal, state, and local jurisdictions with terrorism prevention, event mitigation, and disaster preparedness.

SECTION II

RFP PROCEDURES

NOTE TO ALL RESPONDENTS:
THE COUNTY OFFICE BUILDING IS CLOSED ON FRIDAY

Firms submitting proposals must be able to show evidence that they are capable of providing the Mobile Command Vehicle as proposed. Such evidence includes, but is not limited to, the firm's demonstrated competency and experience in providing a mobile van of a similar scope and type. Inaccuracy of any information supplied within a proposal may constitute grounds for rejection of the proposal.

A. TENTATIVE SCHEDULE OF EVENTS

EVENT	TARGET DATE
1. RFP Mailed Out	August 17, 2011
2. Deadline to Submit Written Questions	August 31, 2011
3. Pre-Bid Conference	Sept. 15, 2011
4. Release Responses to Written Questions	Sept. 22, 2011
5. Proposal Due Date	October 06-2011
6. Evaluation of Proposals	October 20, 2011
7. Recommendation to Director	October 24, 2011
8. Announcement of Standing	October 28, 2011
9. Last Day to Protest	November 04,2011
10. Award of Purchase Order	November 18, 2011

B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00 am PST

Location:

Sheriff's Office of Emergency Services

555 County Center 4th Floor

Suite 413

Redwood City CA 94063

The pre-proposal conference will provide an opportunity to discuss the requirements of this RFP and clarify issues in this RFP. Attendance to the pre-proposal conference is not mandatory. All questions and answers will be documented by The County and mailed out to all parties who have received the RFP as specified in **Section II, RFP Procedures, A, TENTATIVE SCHEDULE OF EVENTS.**

C. SUBMISSION OF PROPOSALS:

By submitting a proposal, each respondent certifies that it is not the result of collusion or any other activity, which would tend to directly or indirectly influence The process.

The proposal shall be used to determine the applicant's ability to render the equipment to be provided. The failure of an applicant to fully comply with the instructions in this RFP may eliminate its proposal from further evaluation as determined at the sole discretion of the County. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a successful contractor, if any.

The County reserves the right to waive any requirements of this RFP when it determines waiving a requirement is in the best interest of The County.

Provide a one page cover letter which includes The address, tax identification number, voice phone number, cell phone number, fax phone numbers, and email address of the person or persons to be used for contact and who is authorized to represent the respondent

All proposals must be received and date stamped by the County no later than October 06, 2011 @ 10:00 am PST as specified in **Section II, RFP Procedures, A, TENTATIVE SCHEDULE OF EVENTS**. There will be no public opening. All proposals will remain confidential until after the contract is awarded. All proposals shall be firm offers, and will be so considered by the County. Proposals shall be considered valid offers for a period of one hundred twenty (120) days following the close of The RFP.

Proposals received late will not be opened or given any consideration with the to the purchase of the Mobile Command Vehicle. Proposals submitted via e-mail, facsimile, or any other electronic means shall not be given any consideration with respect to the purchase of the Mobile Command Vehicle.

All proposals must be delivered by U.S. mail or other couriers. Any proposals submitted in any other fashion will not be accepted or otherwise given consideration with respects to the purchase of the Mobile Command Vehicle.

**All packages shall be clearly marked:
RFP # 1261 Mobile Command Vehicle**

Submit Proposals to:

**County of San Mateo
County Office Building
Purchasing Division
Attn Charles Davenport
455 County Center, 4th Floor
Redwood City CA 94063**

1. Upon receipt by the County, all proposals will be date/time stamped.
2. All proposals received prior to the deadline for proposals shall be kept in a secure place.
3. There will be no public opening.

D. CONFIDENTIALITY OF PROPOSALS

Government Code Sections 6250 et. seq., The “Public Record Act” defines public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

The County of San Mateo cannot represent or guarantee that any information submitted in response to this RFP will be confidential. If The County receives a request for any document submitted in response to this request, it will not assert any privileges that may exist on behalf of the person or business entity submitting the proposal. If a respondent believes that a portion of its proposal is confidential. It is the sole responsibility of that respondent to obtain a court order prohibiting disclosure. The respondent understands that the County is not responsible under any circumstances for any harm caused by production of a confidential proposal.

To the extent consistent with applicable provisions of The Public Records Act and applicable case law interpreting those provisions, The County and/or its officers, agents and employees retain the discretion to release or to withhold disclosure of any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County, and/or its agents, officers, or employees, that the County has violated a respondent’s right to privacy, disclosed trade secrets or caused any damage by allowing the proposal to be inspected.

E. PROPOSAL EVALUATION

All proposals received will be evaluated by a County RFP Review Committee. the review committee shall be composed of representatives of the County. Each proposal will be checked for the presence of required material and information in conformance with the RFP. Proposals will be evaluated based on the criteria below.

During the evaluation, process, the County may require the presence of a respondent’s representative for answering specific questions, orally and/or in writing. The County may also require one or more site visits of the respondent’s offices by County representatives. A finalist or group of finalists selected; additional review may be required. The most qualified individual or firm will be recommended to The Sheriff’s Director of Emergency Services for approval.

Ultimate acceptance or rejection of the recommended proposal, and execution of a contractual agreement thereto, is the independent sole legal prerogative of the County, notwithstanding any recommendations made by the County RFP Review Committee. All responses to this Request for Proposal become the exclusive property of the County. Any and all costs incurred by the RFP respondents in The preparation of proposals are entirely the responsibility of the respondent.

Responses to this RFP should adhere to the format for proposals as specified in **Section VI, Proposal Submission Requirements**. The criteria will used as a guideline in the evaluation shall include, but not be limited to the following:

- a. Assurance of quality equipment to be provided
- b. Demonstrated appropriate business and administrative practices

- c. Evidence of demonstrated competence and experience in the area of the proposed equipment
- d. Compliance with the basic requirements within this RFP
- e. Cost to the County
- f. Personnel; How long have key personnel been involved in providing similar equipment
- g. Quality assurance mechanisms for the type of equipment being proposed
- h. Past performance: Include company, contact names and phone numbers and email for all references included.
- i. Current performance:
Contractor must be continuously and regularly engaged in providing the equipment described in this RFP
- j. Comply with County's Equal Benefits Requirement
- l. Comply with County's Jury Service Requirement
- m. Local preference

If errors are found in a proposal, the County may reject the proposal; however, the County may, in its sole discretion, correct arithmetic and/or transposition errors. The respondent will be informed of the errors and corrections.

If an item is described in the narrative and omitted from the cost data, the proposal will be interpreted to mean that the respondent will provide the item at no cost.

Clarification of and changes in proposals prior to award are permissible provided that each respondent is treated fairly and equally.

The County reserves the right to accept other than the lowest price and to negotiate with respondent on a fair and equal basis when the best interests of the County are served by so doing.

F. Recommendation to The San Mateo County Sheriff's Director of Emergency Services

The Evaluation Committee will recommend a provider, if applicable, to the Sheriff's Director of Emergency Services or shall recommend that all proposals be rejected. The Sheriff's Director of Emergency Services, shall accept or reject the Evaluation Committee's recommendations.

G. Protest Process

An applicant must submit a written protest to the Sheriff's Director of Emergency Services, within (5) days after receipt of a letter informing such applicant that their proposal has not been selected. Protests shall be in writing and shall state the specific grounds for the protest. Protests shall be submitted no later than 5:00 p.m. PST of The "Last Day to Protest" as specified in **Section II. RFP Procedures, A. TENTATIVE SCHEDULE OF EVENTS.**

The Sheriff's Director of Emergency Services, will respond to the protest within ten (10) days of the receipt of the written protest. The Sheriff's Director of Emergency Services, may establish a meeting with the applicant in order to discuss the concerns. The decision of the Sheriff's Director of Emergency Services, is final.

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SECTION III

TERMS AND CONDITIONS

NOTE TO ALL RESPONDENTS: THE COUNTY OFFICE BUILDING IS CLOSED ON FRIDAY

1. Respondents please read the entire RFP and all enclosures before proceeding to complete your response.
2. This RFP constitutes part of each proposal and includes the explanation of The County's needs, which must be met.
3. Costs for developing proposals are entirely the responsibility of the respondent and shall not be chargeable to the County.
4. The RFP and all materials submitted in response to this RFP will become the property of The County.
5. **Technical Questions**
Submit all technical questions to The Charles Davenport, Lead Buyer, Purchasing Division.

Questions may be mailed to:

**County of San Mateo
County Office Building
Purchasing Division
Attn Charles Davenport
455 County Center, 4th Floor
Redwood City CA 94063**

OR

Email address:

cdavenport@co.sanmateo.ca.us

In addition the RFP, Addendums and the technical questions and answers will be posted on the San Mateo County Sheriff's internet page@

<http://www.smcsheriff.com>

6. In the event of a conflict between Section III Terms and Conditions, set forth herein and those in Section IV, San Mateo County Purchasing Division's Standard Terms and

Conditions attached hereto, Section III, Terms and Conditions, set forth herein shall prevail.

7. All proposals must be delivered by U.S. mail or other Couriers. Any proposal submitted in any other fashion will not be accepted or otherwise given consideration with respect to the purchase of the Mobile Command Vehicle.

8. **SUBMISSION OF PROPOSALS:**

Proposals received late will not be opened or given any consideration with respect to the purchase of the Mobile Command Vehicle. Proposals submitted via e-mail, facsimile, or any other electronic means shall not be given any consideration with respect to the purchase of the Mobile Command Vehicle.

**All packages shall be clearly marked:
RFP # 1261 Mobile Command Vehicle**

Submit Proposals to:

**County of San Mateo
County Office Building
Purchasing Division
Attn Charles Davenport
455 County Center, 4th Floor
Redwood City CA 94063**

- A. Upon Receipt by the County, All proposals shall be date/time stamped
 - B. All proposals received prior to the deadline for submitting proposals as specified in **Section II, RFP Procedures, A, TENTATIVE SCHEDULE OF EVENTS** shall will be kept in a secure place.
 - C. There will be no public opening.
9. The award shall be in the form of County of San Mateo Purchase Order (Purchase Order) authorized and signed by David Boesch, County Manager/Purchasing Agent or his authorized designee. A written Purchase Order furnished to the successful respondent results in a binding contract without further action by either party. The contract shall be interpreted, construed, and in effect in all respects according to the laws of The State of California.

This RFP and The successful respondents response shall be incorporated in the resultant Purchase Order by reference.

The Purchase Order shall be administered by the Buyer or his properly authorized agent(s). During the performance of this contract any and all requests for changes, additions and deletions, dispute resolution, etc., shall be directed to him in writing.

10. Performance Bond

The successful respondent awarded the contract to supply the County with a new Mobile Command Vehicle must have a performance bond on file with the County during the life of the contract.

The performance bond will shall be drawn by a third party and be a certified bonding agency in the State of California.

The performance bond shall be drawn to:

County of San Mateo
Purchasing Division
455 County Center
Redwood City CA 94063

The performance bond will guarantee the delivery of the completed Mobile Command Vehicle per the contract specifications within the stated delivery time on the purchase order after receipt of the purchase order and the completion of a pre-construction conference.

In case of contract default the performance bond shall allow the County to solicit a new bid and contract for The corrections of problems with the liability of said corrections of problems assigned to the performance bond.

11. Records Retention

The selected respondent shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

The selected respondent shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by The County.

The selected respondent agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and the resultant Agreement, and to evaluate the quality, appropriateness and timeliness of equipment provided.

12. Please indicate if the resultant contract will be extended to other public and County of San Mateo Affiliated Non-profit agencies in the San Francisco Bay Area upon their request:

Other public agencies Yes ____ No ____
County affiliated non-profit agencies Yes ____ No ____

(The response to this inquiry shall not affect the award decision unless all other factors are deemed to be equal by the County.)

Respondents are **not allowed** to respond to this Request for Proposal by facsimile transmission. Such transmissions will not be accepted or otherwise given consideration with respect to the purchase of the Mobile Command Vehicle.

13. Payment Terms Are Net 30 Days

Payment time will begin only after the County has the received, inspected and accepted by the Mobile Command Vehicle, or from the date a correct invoice is received by the County as directed on the purchase order, whichever is later.

14. Non-Discrimination

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under the resultant Contract on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Contract.

Violation of the non-discrimination provisions of the resultant Contract shall be considered a breach of the resultant Contract and subject the contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of the resultant Contract ii) disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine contractor employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to contractor under the Contract or any other Contract between contractor and County.

Contractor/vendor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a

description of the circumstance. Contractor/vendor shall provide County with a copy of its response to the Complaint when filed.

15 Equal Benefits

With respect to the provision on employee benefits, Contractor/vendor shall comply with the County Ordinance which prohibits contractor/vendor from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

16 F.O.B. Destination:

Prices shall be F.O.B. destination, freight prepaid and allowed, unloaded to The dock.

17 Delivery Location

County of San Mateo
Public Works Corporation Yard
752 Chestnut Street
Redwood City, Ca 94063

18 Delivery notification:

Successful respondent shall notify County Equipment Services Manager, Tony Harwood or his/her authorized designee. Telephone (650) 599-1651 seventy-two (72) hours in advance of delivery. Failure to notify The County may result in return of The Mobile Command Vehicle to contractor at contractor's expense.

After delivery of the Mobile Command Vehicle, the County will have five (5) working days to conduct the final receiving inspection of said Mobile Command Vehicle. All items including manuals, warranty forms, and license forms, etc., must be submitted with the Mobile Command Vehicle at time of delivery.

The County will notify the contractor immediately if the Mobile Command Vehicle does not meet specifications. The contractor will be required to remove the Mobile Command Vehicle at his/her cost. If the contractor fails to remove the Mobile Command Vehicle within the specified period, the County may return said Mobile Command Vehicle to the contractor at contractor's expense and risk.

19 Detailed printed factory specifications and literature on the Mobile Command Vehicle proposed must accompany your response.

20. The County will register vehicle. Original application for registration of new vehicle DMV form No. 397, shall be completed in full by the dealer showing base price of vehicle. Unladen weight must also be shown for commercial body types. The above mentioned form shall be given to the County Representative at time of delivery.

21. Patent Indemnity

The selected contractor shall hold The County, its officers, agents and employees, harmless from liability of any nature or kind including cost and expenses for

infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the resultant Agreement.

22. Alteration or Variation of Terms

It is mutually understood and agreed that no alternation or variation of the terms of this RFP shall be valid unless made or confirmed in writing and signed by the County and respondent selected, and that no oral understandings or agreements not incorporated herein, and no alternations or variations of the terms hereof unless made or confirmed in writing between said parties hereto shall be binding.

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, he/she shall immediately notify the County of such error in writing. The request shall be no later than four working days prior to the due date of this RFP. Clarifications will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished an RFP for proposal purposes, without divulging the source of the request for same. Insofar as practical, the County will give such notices to other interested parties, but the County shall not be responsible therefore.

If a respondent fails to notify the County of an error in the RFP prior to four working days of the date fixed for submission, he/she shall propose at his/her own risk, and if he/she is awarded the contract, he/she shall not be entitled to additional compensation or time by reason of the error or its later correction.

23. Warranty

The entire command vehicle including vendor, contracted or subcontracted, build-outs shall be warranted for a period of 3 years or 36,000 miles whichever comes first from the date of in-service. Bidders must state any additional warranty coverage.

Cab and Chassis:

Manufacturer:_____ **Model:**_____

Months of Coverage:_____

Engine:

Manufacturer:_____ **Model:**_____

Months of Coverage:_____

Power Train:

Manufacturer:_____ **Model:**_____

Months of Coverage:_____

Diesel Generator:

Manufacturer: _____ **Model:** _____

Months of Coverage: _____

Body:

Manufacturer: _____ **Model:** _____

Months of Coverage: _____

Cabinets:

Manufacturer: _____ **Model:** _____

Months of Coverage: _____

Counter Tops:

Manufacturer: _____ **Model:** _____

Months of Coverage: _____

Computers:

Manufacturer: _____ **Model:** _____

Months of Coverage: _____

TV's:

Manufacturer: _____ **Model:** _____

Months of Coverage: _____

Pneumatic Masts:

Manufacturer: _____ **Model:** _____

Months of Coverage: _____

Two-Way Radios:

Manufacturer: _____ **Model:** _____

Months of Coverage: _____

24. Replacement Parts

Each bidder shall state and list those parts of the proposed Mobile Command Vehicle that are exclusively manufactured and sold by him, and which are not available through regular manufacturing jobbers and retail outlets. A positive guarantee shall accompany all bids stating that the manufacturer will make available a complete stock of the proprietary parts for a minimum of 8 eight (8) years.

Can bidder comply with all replacement parts requirements?

YES ____ NO ____

SIGNATURE: _____

25. Service Facility

In order to provide efficient service and support during the life of the Mobile Command Vehicle, it will be required that the successful bidder shall provide for a full service and repair facility located in the San Francisco bay area that is fully authorized and equipped to make all necessary repairs to Mobile Command Vehicle.

Bidders must include the name of the authorized repair facility, location, contact name, phone number and facsimile number.

Cab and Chassis, Powertrain:

Name of Repair Facility: _____

Address: _____

Contact Name: _____

Phone Number: _____

Facsimile Number: _____

Interior and Exterior of The Mobile Command Vehicle:

Name of Repair Facility: _____

Address: _____

Contact Name: _____

Phone Number: _____

Facsimile Number: _____

Interior Components of The Mobile Command Vehicle:

Name of Repair Facility: _____

Address: _____

Contact Name: _____

Phone Number: _____

Facsimile Number: _____

26. Training

The successful respondent shall provide all necessary training to The County. The training will cover but not be limited to:

Safe operation of the entire unit

27. Literature

At time of delivery the successful respondent shall supply the County with two copies of:

Repair manual

Parts manual

Service manual (The service manual must cover the complete vehicle including emissions diagnosis)

Maintenance manual

Operator's manual

Generator manual with complete specifications and wiring information

Compressor manual with complete specifications and wiring information

All communication equipment complete specifications and wiring information

In addition, the successful respondent shall supply as much documentation listed above in electronic (PDF or HTML).

Please indicate which documents will be supplied electronically:

Repair manual

Parts manual

Service manual (The service manual must cover the complete vehicle including emissions diagnosis)

Maintenance manual

Operator's manual

Generator manual with complete specifications and wiring information

Compressor manual with complete specifications and wiring information

All communication equipment complete specifications and wiring information

28. Contract Suspension

If Contractor fails to commence work as provided in contract, or in County's opinion, fails to maintain a satisfactory rate of progress, or fails to make delivery, or in County's opinion, Contractor is not accomplishing the intent and meaning of contract provisions, then written notice will be served on the Contractor to provide within a specified time for satisfactory compliance with the contract. If Contractor does not comply with such notice, the County may suspend the operation of all or any part of the work, or purchase from any source any or all of the material included in the contract or required for completion thereof, at the expense of the Contractor, without suspending the contract; and in relation thereto, any and all cost to County in excess of contract price shall be charged to Contractor who shall be liable therefor. Contract suspension or any part thereof, shall operate only to terminate the right of contractor to proceed with the work covered by contract or the suspended portions thereof.

29. Pre-Construction Conference

The County reserves the right to require the successful respondent to attend a pre-construction conference to review and discuss construction details. The construction conference will be held at the convenience of and at a site selected by the County. The pre-construction conference shall be held at no charge to the County.

30. Do you provide similar services/ products to other County/Public Agencies in The Bay Area?. Yes _____ No _____

If yes, please list three (3) references, the purchasing agent/deputy who is your contact, and their telephone numbers in the space provided.

Agency _____

Purchasing Agent/Deputy _____

Telephone Number (_____) _____

Agency _____

Purchasing Agent/Deputy _____

Telephone Number (_____) _____

Agency _____

Purchasing Agent/Deputy _____

Telephone Number (_____) _____

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Section IV

San Mateo County Purchasing Division Standard Terms and Conditions

San Mateo County Purchasing Division Standard Terms and Conditions

FOR INVITATIONS TO BID (ITB'S), REQUESTS FOR QUOTATIONS (RFQ'S) REQUEST FOR PROPOSAL (RFP'S) PURCHASE ORDERS (PO'S), VENDOR AGREEMENTS (VA'S) AND CONTRACTS

SECTION I

Note:

The word "bid(s)" as used in The following paragraphs refers to ITB's, and RFP's. ITB's are formal sealed bid requests issued for purchase, with an estimated value in excess of \$100,000.00, but sometimes for lesser amounts. RFP's are issued pursuant to County of San Mateo Ordinance Code, Section 2.92.160.

The word "quote(s)" as used in The following paragraph refers to RFQ's. RFQ's are informal requests issued for purchase purchases with an estimated value of \$100,000.00 or less.

1. PREPARATION OF BIDS /QUOTES:

- (a) All prices and notations must be printed in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten nearby and must be initialed in ink by person signing bid. this requirement may be waived for RFQ's only.
- (b) Brand names and numbers are for reference only. Bids/quotes on equal items will be considered, provided the bid/quote clearly describes the article offered and it is equal in features, quality, performance and use to the product specified. When items offered do not comply with the bid/quote specifications, a detailed description of variance, feature by feature, must be furnished with the bid/quote. Submission of descriptive literature alone does not meet this requirement.
- (c) State brand, or make, on each item. The manufacturer's name and catalog number must be given, and descriptive literature attached to the bid/quote.
- (d) Quote on each item separately. Prices should be stated in the units specified. Sales tax, if any, should be stated separately.
- (e) Terms of less than 30 days for cash discount will be considered as net for bid/quote evaluation purposes, *unless* being compared to terms of "net" for the same number of days, or for fewer days.
- (f) Time of delivery is a part of the bid/quote and must be honored. Bidder shall state promised delivery in the space provided or next to each individual item. Time, if stated as a number of days, shall mean "calendar" days.
- (g) All bids/quotes must include the firm name and be signed by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

2. SUBMISSION OF BIDS/QUOTES:

- (a) Each bid must be submitted on enclosed County forms in a sealed envelope with the bid number, closing date, and time noted on the outside of the envelope.
- (b) Bids and modifications or corrections thereof received after the closing time specified will not be opened or otherwise given consideration with respect to the proposed acquisition.
- (c) Quotes are due on time and date specified on the quote; however this may be waived.

3. **FAILURE TO BID:** If you do not bid, return bid sheet and state the reason, otherwise your name may be removed from our mailing list.
4. **SAMPLES:** Samples of items, when required, must be furnished free of expense to the County; and, if not destroyed by tests may, if requested at the time The sample is furnished, be returned at the bidder's expense.
5. **TIE BIDS/QUOTES:** All other factors being equal, the award shall be to the vendor located in the County. If neither or all are located in the County it may be awarded by the flip of a coin in the presence of witnesses. Tie bids may also be rejected and a new ITB or RFQ may be issued. In the case of RFQ's, new quotes may be obtained verbally or in writing.
6. **INTERPRETATION OF BID:** Should any discrepancies or omissions be found in the bid specifications, or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The Buyer will send written instructions or addenda to all bidders. The County shall not be held responsible for oral interpretations. Questions must be received at least ninety-six (96) hours (4 working days) before bid opening. All addenda issued shall be incorporated into the resultant contract.
7. **AWARD:**
 - (a) Unless the bidder specifies otherwise in his/her bid/quote, or the bid/quote gives notice of an all-or-none award, the County may accept any item or group of items in any bid/quote.
 - (b) Bids/quotes are subject to acceptance at any time within 60 days after opening, unless otherwise stipulated in bid/quote.
 - (c) The County reserves the right to reject any or all bids/quotes and to waive informalities and minor irregularities in bids/quotes received.
 - (d) A bidder's past performance with the County will be a factor in the award of the bid/quote. Lack of experience with the County does not jeopardize a bidder's position.
8. **DISCLOSURE OF BID/QUOTE INFORMATION:** After award, all bids/quotes shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid/quote.

SECTION II

Note:

The word "bid(s)" as used in the following paragraphs refers to (ITB's & RFQ's). The word "quote(s)" as used in the following paragraphs refer to (RFQ's). The word (PO's) and (VA,s) as used in the following paragraphs refer to "Purchase Order(s)" and "Vendor Agreement(s)" which also include Contracts. The word "Vendor" shall include "Contractor".

1. **ACCEPTANCE OF BID/QUOTE:** A written PO or VA furnished, to the successful bidder within the time for acceptance results in a binding Contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of The State of California.
2. **DELIVERY:**
 - (a) For any exception to the delivery date as specified on the PO/VA, Vendor shall give prior notification and obtain written approval from the Purchasing Division Buyer. With respect to delivery under this PO/VA, time is of the essence and the PO/VA is subject to termination for failure to deliver on time.
 - (b) If Vendor has failed to specify promised delivery time, it shall be 30 days after receipt of PO/VA by the Vendor or as indicated by the PO/VA.
 - (c) The acceptance by the County of late performance, with or without objection or reservation, shall not waive the right to claim damage for such breach, and shall not constitute a waiver of the requirements for the timely performance of any other Vendor obligation.
3. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped FOB destination,

freight prepaid and allowed, and unloaded to the dock. Where shipping addresses indicate room numbers, it will be the responsibility of Vendor to make delivery to that location at no additional charge. Where specific authorization is granted in writing to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, to route cheapest common carrier (if routing instructions are not included on PO/VA), to bill freight as a separate item on the invoice County does not accept COD shipments.

4. **RISK OF LOSS:** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release Vendor from any obligation hereunder.
5. **TAXES, CHARGES AND EXTRAS:**
 - (a) Unless otherwise definitely specified by Vendor the prices quoted do not include Sales or Use taxes. Unless Vendor's bid clearly indicate that no sales or use tax will be due, it will be assumed that sales or use tax will be added to the quoted price.
 - (b) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or of any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid/quote.
 - (d) The County does not pay Federal Excise Tax (F.E.T.). Do not include These taxes in your bid/quote price. The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: #94600-532.
 - (e) The Vendor shall be responsible for payment of property tax on rented equipment.
6. **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, and other written documents affecting this PO/VA shall contain The applicable PO/VA number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this PO/VA. Packages and invoices which lack the PO/VA number or other adequate means of identification may be rejected and returned to Vendor.
7. **PAYMENT TERMS:** Invoice payment terms will be computed either from the date of delivery and acceptance of all goods/services ordered, or the date of receipt of correct and proper invoices, prepared in accordance with the terms of the PO/VA, whichever date is later. **Invoices will not be processed for payment until all items ordered are received.** Payment is deemed to have been made on the date the County mails the warrant.
8. **LATE PAYMENT CHARGES:** The County shall not be responsible for late payment charges unless they are stated on the PO/VA. A payment is late only if invoice payment exceeds the time allowed by the payment terms. Computation of payment time shall be based on Section II, Paragraph 7 (seven), of these Standard Terms and Conditions.
9. **NON-WAIVER BY ACCEPTANCE OF VARIATION:** Neither acceptance of nor payment for any item furnished or work performed by the Vendor shall operate as a waiver of any of the provisions of this PO/VA nor shall a waiver of any breach hereof be deemed to be a waiver of any other or subsequent breach.
10. **ALTERATION OR VARIATION OF TERMS:** It is mutually understood and agreed that no alteration or variation of the terms of this bid/quote or PO/VA shall be valid unless made or confirmed in writing and signed by the parties hereto.
11. **COMPLIANCE WITH STATUTE:** Vendor hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.
12. **WARRANTY:**
 - (a) Vendor warrants to the County that the goods and/or services covered by this PO/VA conform to the drawings, specifications, samples, description and time provisions furnished by the County and will be of first class material and workmanship and free from defects, the County reserves the right to cancel the unfilled portion of a PO/VA without liability to Vendor if the warranty is breached. Goods will be received subject to inspection and acceptance at Defective goods

rejected by County may, without prejudice to any other legal remedy, be held at Vendor's risk and returned to Vendor at Vendor's expense. Defects are not waived by acceptance of goods or by failure to notify Vendor Thereof.

- (b) Unless otherwise agreed in writing by the parties, all implied and express warranties pursuant to the California Commercial Code, sections 2312-2317, shall apply to the goods covered by this bid/quote or PO/VA. Furthermore, warranties shall run for a minimum of twelve months after installation and acceptance and claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages.

- 13. **PATENT INDEMNITY:** The Vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind including cost and expenses for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or PO/VA/Contract.
- 14. **LIENS, CLAIMS, AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.
- 15. **INSURANCE REQUIREMENTS:** Vendors who perform services on County property and/or who drive on County business shall furnish County with evidence of comprehensive general liability and/or automotive liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of The County, its officers, agents, employees and/or servants. Vendors shall also provide evidence of workers compensation and employer liability insurance that provides full statutory coverage. The County, its officers, agents, employees and /or servants shall be named additional insured on the Contractor's general liability policy.
- 16. **HOLD HARMLESS:** The contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including contractor, or damage to property of any kind whatsoever and the whomsoever belonging, including but not limited to the concurrent active or passive negligence of the County, officers, agents, or employees and servants, resulting from the performance of any work required by this agreement of contractor, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in section 2778 of The California Civil Code.

- 17. **INDEPENDENT CONTRACTORS:** The parties hereto agree that the Vendor, and any agents and employees of Vendor, in the performance of this PO/VA/Contract, shall act in an independent capacity and not as officers or employees or agents of the County.
- 18. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**
 - (a) The County may terminate this PO/VA and be relieved of the payment of any consideration to Vendor should Vendor fail to perform the covenants herein contained at the time and in the manner herein provided.
 - (a) The County may terminate this PO/VA and be relieved of the payment of any consideration to Vendor should Vendor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due the Vendor under this PO/VA, and the balance if any shall be paid by the Vendor upon demand.
 - (b) In The event any item furnished by the Vendor in the performance of the contract or PO/VA should fail to conform to the specifications thereof, or to the sample submitted by the Vendor with his/her bid/quote, The County may reject the same, and it shall thereupon become the duty of The Vendor to reclaim and remove The same forthwith, without expense to the County and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Vendor fail, neglect, or refuse to do so the 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 the Vendor the difference between the prices named in the contract or PO/VA and the actual cost thereof to the County. In the event the Vendor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

- (c) Cost of inspection of deliveries or offers for delivery, which do not meet specifications, will be for the account of The Vendor.
- (d) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

19. SAFETY AND HEALTH STANDARDS: Vendor agrees to comply with the applicable provisions of the California Occupational Safety and Health Act of 1973. (Labor Code Section 6300 at seq.) and the standards and regulations issued thereunder. Seller agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Seller's failure to comply with the act and any standards or regulations issued thereunder.

20. HAZARDOUS SUBSTANCES: The Vendor shall provide The County with Material Safety Data Sheets for each product on The PO/VA that contains substances included on The list of hazardous substances published by The California Director of Industrial Relations in The California Code of Regulations, Title 8, Section 5194.

21. NON-DISCRIMINATION AND AFFIRMATIVE ACTION:

- (a) California Government Code Section 12940 provides that it shall be an unlawful employment practice, unless based on a bonafide occupational qualification, or except where based upon applicable security regulations established by the United States or the State of California, for an employer, because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, marital status, or sex of any person to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge such person from employment or from training program leading to employment, or to discriminate against such person in compensation or in terms, conditions or privileges of employment.
- (b) Even if not legally bound by said Government Code Section 12940, Vendor agrees to comply therewith.
- (c) Violation of this provision shall be deemed a material default by Vendor giving the County a right to terminate the PO/VA.
- (d) Minority Business Enterprises shall be given the opportunity to bid and to receive awards on the same basis as any other vendor.

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Contract on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veterans status. Contractor/vendor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Contract.

Violation of the non-discrimination provisions of this Contract shall be considered a breach of this Contract and subject The Contractor/vendor to penalties, to be determined by the County Manager, including but not limited to; i) termination of this Contract; ii) disqualification of the Contractor/vendor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor/vendor's employment records with respect to compliance with this paragraph; ii) set off all or

any portion of the amount described in this paragraph against amounts due to Contractor/vendor under the Contract or any other Contract between Vendor and County.

Contractor/vendor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor/vendor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor/vendor shall provide County with a copy of its response to the Complaint when filed.

22. **EQUAL BENEFITS:** With respect to the provision on employee benefits. Vendor shall comply with the County Ordinance which prohibits Vendors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
23. **EQUIPMENT LEASE TERMINATION:** In The event that funds are not appropriated in any fiscal year for the payment of rental or lease/purchase charges and are not appropriated for the cost of other equipment performing substantially the same function which would replace the equipment leased hereunder, then lessee may terminate the contract without penalty on or before September 30th of such fiscal year by giving thirty (30) days written notice. Lessee agrees to make every reasonable effort including, but not limited to, requesting budget funds to be appropriated in order to avoid cancellation or termination of the rental or lease/purchase. Upon termination of this lease, lessor shall have the right to recover any and all amounts then due or which may have accrued up to The date lessor receives possession of the unit.
24. **PAYMENT OF PREVAILING WAGES:** Except for projects of \$1,000 or less, Vendors who perform carpet laying or building construction, alteration, demolition or repair must pay all workers on the County project the prevailing wage pursuant to The California Labor Code, sections 1770 through 1777.7. The determination is issued by the California Department of Industrial Relations.

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SECTION V

SCOPE OF WORK

NOTE TO ALL RESPONDENTS: THE COUNTY OFFICE BUILDING IS CLOSED ON FRIDAY

The successful respondent will supply The County with a new Mobile Command Vehicle according to the requirements of this RFP. The Mobile Command Vehicle shall be completed and fully operational at time of delivery.

The County is requesting bids for a Mobile Command Vehicle.

Brand names and numbers are for reference only. Bids on equal items will be considered, provided the response clearly describes the article offered and it is equal in features, quality, performance and use to the product specified.

The County will be the sole judge in determining if a product is equal to the product specified.

If an item is marked "No Substitute" the County will not consider equals.

All parts, equipment and accessories shall be completely installed, assembled and/or adjusted as required by factory specifications and/or these specifications, and shall conform in strength, quality of material and workmanship to recognized industry standards, including those for the term "HEAVY DUTY."

The completed Mobile Command Vehicle shall conform to California Highway Patrol, D.O.T., O.S.H.A., and Federal codes, laws, rules, and guidelines for safe operation.

All materials and equipment used in the fabrication of the Mobile Command Vehicle shall be new.

The design of The Mobile Command Vehicle shall include green, environmentally friendly technology whenever possible. Respondents shall include as part of the response a complete description of all green, environmentally friendly technology included in their response to this RFP.

The description of the green, environmentally friendly technology included in Mobile Command Vehicle shall be complete and include description showing the recycled content of the product and any certification(s) registered with a third party such as LEED, Green Seal, Energy Star, Floor Score etc

MOBIL COMMAND VEHICLE SHALL BE EQUIPPED AS FOLLOWS:

Exterior:

Exterior Color: White

Cab and Chassis design

The cab and chassis should have a total length of approximately 40 feet.

The cab should be equipped with two doors, two seats and all standard equipment

The Gross Vehicle Weight Rating (GVWR) should be not less than 58,000 lbs.

The bare chassis and cab curb weight should not exceed 12,000 lbs.

Diesel powered with the option of to run on biodiesel, front engine diesel engine and shall comply to current California and Federal emissions requirements

The engine idle shutdown feature should be deleted (Emergency Vehicle Exemption)

The purpose of this Mobile Command Vehicle is for the Sheriff's Office to be able to supply emergency communications support when required.

Shall have four slide-out features, two located on the curb side, two located on the street side. The exact location of slide out control switches will be decided at a later date.

One auto step entry door located on the curb side mid chassis (can be different type of step but needs to be in the center of chassis), with one outside light, Fold away grab handle, solid door with window upper half (tinted glass), pull down shade, lockable. A device to hold the door open will be provided.

All entry doors to the cab and chassis and the Mobile Command Center shall be equipped with a step light that will engage when the door is opened.

In addition two exterior lights will be included. One exterior light located on the curb side and one located on the street side. The exterior lights will be mounted and centered on the exterior mobile command body. The exterior lights shall be @ floor level. Each exterior light will be controlled by a separate control. The controls will be located in The cab and chassis.

Roof top air conditioning / heat with separate controls, 4 each total @ 13,500 BTU's each unit. The locations of the controls will be decided at a later date.

A antenna race way should be designed and installed on the top of the vehicle. It should be pre-wired with up to 24 NMO antenna spots and terminated at the antenna patch bay. Use low loss coax like LMR240 or similar wiring for all two way radio RF runs.

Four hydraulic jack leveling system, touch pad controlled. Controls located in the driver's compartment

Rearview camera system with monitor, audio/video, night vision, color rear view camera, one side view camera located on each side. Monitor and control located in driver compartment

Outside awning approximately 16 to feet in length shall be provided. The outside awning shall be located on the curb side covering the side outside entrance door to the rear of the vehicle. The outside awning shall be electric powered with remote and wind sensor.

The Mobile Command Vehicle shall be equipped with a diesel powered emergency generator set (recommended 20 KW quiet generator), liquid cooled. The generator shall be capable of running all systems in the Mobile Command Vehicle. The generator shall be housed in a separate compartment with slide out for easy servicing. The generator shall be insulated to reduce noise. The generator shall have a critical noise muffler to reduce noise. The generator controls shall be located the center zone left of the outside entrance door. The exact location shall be decided at a later date. The generator shall be fuelled off of the vehicle tank. It shall be plumbed to leave 15% of fuel in the tank. The generator shall exhaust emissions thru the roof the Mobile Command Vehicle.

The Mobile Command Vehicle shall be equipped with lower exterior lockable storage compartments at every possible location below The floor line, felt lined with LED light fixtures, gas pistons, and insulated aluminum doors. All compartment doors must be keyed alike.

Two 40 foot pneumatic masts mounted on the rear of the vehicle. Controls must be located by each mast in water proof housings. The street side mast must be pre-wired for a video downlink system. The curb side mast must have installed a high quality controllable video camera and be wired for three two way radio antenna drops and the camera.

On The curb side rear slide out There should be an exterior hatch that folds down to reveal a 42 " tv three two way radio heads with mikes (These will be remote mounted from The equipment rack), power and network plugs. The hatch should be supported in a way that it could be used as a desk and support a laptop computer.

The emergency lights should be LED and meet California Title13. There should be a flight bar in the front with surface mount flashers on the sides and the back. There should also be surface mount white LED lights mounted on the sides and back of the vehicle for scene lighting. On the top of the vehicle in the front and back There should be green lights mounted center line. We will need a cab mounted federal signal SS2000 controller and 100 watt speaker mounted. (Light bar colors and activation switches will be determined at a later date).

INTERIOR:

All cabinets including doors and drawers shall have a solid laminate cover (exact color will be decided at a later date)

All cabinet/counter tops shall be Corian with bullnose (exact color will be decided at a later date)

All counter tops shall have a Corian back splash (exact color will be decided at a later date)

The Information cabinet will lockable and have its own individual key.

A telecommunication equipment cabinet shall be lockable and have its own individual key.

All cabinets shall have pushbutton cabinet latches

All exterior windows outside the driver's cab shall be tinted and equipped with a pull down shade,

LonSeal or similar commercial grade flooring throughout. Flooring to be continuous with seam placed under cabinets where possible. All exposed edges to be capped with aluminum angle. Flooring to be smooth, slip resistant finish. Provide and install cove base molding at wall/floor interface. 3" high vinyl material secured with silicone based adhesive (exact color to be decided at a later date)

All interior walls and cabinets should be covered in a white board material wherever possible.

Main electrical distribution panel with appropriate sized circuit breakers and digital volt and amp meters.

Hi-output low hg 120 VAC fluorescent lighting with controls through out the Mobile Command Vehicle

Security Alarm System shall be included

Layout:

The Mobile Command Vehicle Shall be divided into three sections:

Dispatch Zone

Center Zone

Rear Zone

The three areas will be separated by a bulkhead that runs the full width and height of interior body. Each Bulkhead will have a 32" lockable man door

The Mobile Command Vehicle will be equipped with four slide out sections. Two on the curb side one located in the front zone and one located in the rear zone and two located on the street side one located in the front zone and one located in the rear zone. The exact location for the slide controls shall be decided at a later date.

Front Zone (Dispatch Area)

The front slide outs one located on the curb side and one located on the street side and should measure approximately 10 to 12 feet wide. There shall be a 24" counter top installed to create a work station. There will be 4 computer work stations located in the slide outs (2 on The curb

side and 2 on the street side. Above each work station there should be overhead storage cabinets with closing doors and push button latches.

Each work station should be configured with 2 21" dell monitors mounted on the wall (note the monitor on the right should be touch screen), 1 Dell Optiplex computer per work station (the most current version of the Optiflex series) and a USB keyboard and mouse. Power and network connections will need to be landed at each work station.

The two work stations on the curb side should be configured with 2 21" dell monitors mounted on the wall (note the monitor on the right should be touch screen), 1 Dell Optiplex computer per work station (the most current version of the Optiflex series) with a USB keyboard and mouse. Power and network connections will need to be landed at each work station. In addition the two work stations shall be equipped with a computer controlled radio interface system that will interface with both Motorola and Kenwood radios). The radio selection screen should appear on the right computer screen and allow the dispatcher to use a speaker or a headset to monitor radio transmissions. The physical radios will be mounted in a radio rack located in the middle of the vehicle.

There should also be a 37" or 42" tv mounted in The dispatch area that is capable of watching tv or the outside mast camera. The control for the camera should be near the tv monitor. The tv monitor will be located on the front bulkhead (the exact location will be decided at a later date)

Center Zone (Equipment Racks and Storage

There should be two full sizes 19 inch equipment racks for mounting radios, additional computer equipment, network equipment a controls for satellite internet connection and satellite tv. The back of both racks should be accessible from the outside of the vehicle via a hatch. One of the air conditioners should be dedicated to cooling these equipment racks.

One rack will be equipped with radios and any other equipment needed to link them to the computer system. All of the two way radios should be connected to a 12 volt bus which is hooked up to a second battery bank separate from the vehicle batteries.

The second rack should be equipped for network, computers and other components and controls. There should also be a radio patch bay that will allow for quick change of antennas assigned to the different radios.

6 VHF, 6 UHF, 6 700/800 and 2 Low Band Radios shall be provided with the Mobile Command Vehicle. They will need to be Motorola XTS2500's or current model APX7000 units. (Exact specs will be provided later)

ACU-2000 or equivalent for interconnection of the above radios via a networked computer.

A electronics panel with all of the circuit breakers, digital power monitoring devices and generator controls. (Layout to be determined later)

A bathroom area with a burn toilet and any necessary components.

A storage closet-containing user configurable shelving with locking door. Should be keyed alike to vehicle or compartment doors.

Rear Zone (Conference Area)

The rear slide outs one located on the curb side and one located on the street side should measure approximately 14 to 16 feet wide. They should have a 24" counter top installed to create a work space. There will be 4 computer work stations located in the slide outs (2 on the curb side and 2 on the street side. Above each station there should be overhead storage with closing doors. These should have heavy duty latches.

Each workstation should be configured with 2 21" dell monitors mounted on the wall (note the monitor on the right should be touch screen), 1 Dell Optiplex computer (exact spec to be determined) and a USB keyboard and mouse. Power and network connections will need landed at each work space. A HP color laser printer should be installed in this area.

There should also be a large smart board mounted on the back wall of the vehicle. It should be capable of projecting a computer, tv or outside camera image as well as allowing diagrams to be overlaid over them. You should be able to save or print out the diagrams. A second parallel outside camera control should be mounted near the smart board. The exact location of the second outside camera control will be decided at a later date.

There should be a foldable table in the middle of the room that can be used as a work surface or a conference table. There should be electrical power, network and a computer monitor hook up on that table.

DRIVER / PASSENGER COMPARTMENT

Automotive AC Blendair with defrost and bi-level function

Intermittent washer wiper

Floor mats

Carpeting in drivers/passenger compartment

Floor mats shall be included

Seating:

- Seating Capacity 2 (Driver and Passenger)

- Reclining captain chairs

- Driver seat, power

- Passenger seat, non powered

- Cloth upholstery

Steering, power assist

All required seat belts and retractors

Radio AM/FM CD player, with 6 speakers
Battery scan device for assessing the condition of the battery banks
Vinyl padded dash
Map pockets in side panels
Remote controls for the exterior power/heated mirrors
Defroster fans
Windshield privacy curtain
Kool shades solar screens at side windows
Sun visors
Cruise control
Full instrument panel
12 Volt receptacle for power outlet
Map lights
Switches:
Door lock-electric to control both entrance door lock with key chain remote (4 controls included)
Driving lights and docking lights
Master switch for ceiling light groups
Battery boost
The overhead area in the Driver / Passenger Compartment shall be equipped with largest storage cabinet available

SYSTEMS / ELECTRIC

High Voltage (Can be designed differently):
Power service with switching between shore line power and generator
Shore line power cord rated @ 50 amp with marine type twist lock disconnect (25' length), surge guard and auto transfer
1 220 volt / 115 volt main disconnect breaker panel
Automatic power management system for loads priority
All duplex receptacles shall be GFI protected
Six exterior duplex receptacle GFI protected. Three located on the curb side and three located on the street side

Low Voltage:
12 volt LED lighting through out, ceiling lights to be recessed into ceiling panels with controls
Lights under overhead cabinets to be surface mounted
12 volt power kill switch
12 volt power water pump
Twin 12 volt 75 amp dual outlet converter with battery charger
Additional battery bank to power 12 volt equipment separate from vehicle batteries
Redundant charging system charges chassis batteries and second battery bank
Deluxe systems monitor panel
Auto entry including power door lock at both entrance doors
Interior walkway lights w/entry delay
Exterior light package consists of:
Patio light

Step light

Pre wire all desk stations with 12 volt outlets, 10- base T CAT5 wiring with RJ-45 connector for ISDN/T-1 line

12 volt LED lights in each exterior compartment

12 volt LED light in exterior generator set compartment

12 volt LED light in exterior engine compartment

Battery Charger

APPLIANCES:

Four roof air conditioners, @ 13,500 BTU's each with separate controls

Three 1500 watt electric heaters with separate controls

Coffee maker

Exterior light poles for scene lighting. Should be mounted on The four corners of The vehicle and have an adjustable light head and poles. Each light pole shall be controlled individually. The controls shall be located on the pole or as close as possible. Controls shall be waterproof. The exact location of the scene light controls will be decided at a later date

TECHNOLOGY:

HP Combo color laser /printer/fax/ scanning machine networked located in the dispatch area

HP color laser printer mounted in the conference area.

A telecommunication equipment cabinet for networking equipment shall be provided in the Center Zone

Wireless connectivity – 802.11 commercial grade (internal and external of vehicle)

Category 6 cabling harness included

All drops must have at least two data jacks

A commercial grade router that allows a network signal to come from two separate sources

A commercial grade switch that can provide power over EThernet to all of the network ports

Roof Mounted DirecTv auto acquire antenna and three tv boxes. Basis DirecTv service including local channels for up to 2 years

1.2 Meter or bigger AVL satellite dish and network service for up to two years. The ability to increase our bandwidth in an emergency. 4 to 6 Voice Over IP phone lines provided by the satellite vender with service for up to two years.

ADDITIONAL EQUIPMENT INCLUDED:

Safety triangle reflector kit includes 3 triangle devices, base and carry case.

Triangle emergency flares (set of 3)

Two fire extinguishers, Class ABC, 10 lbs.

Two battery operated CO2 detectors, exact location will be decided at a later date

Three battery operated smoke detectors, exact location will be decided at a later date

SECTION VI

PROPOSAL SUBMISSION REQUIREMENTS

**NOTE TO ALL RESPONDENTS:
THE COUNTY OFFICE BUILDING IS CLOSED ON FRIDAY**

A. Proposal Format

All proposals should be typewritten on company letterhead, have consecutively numbered pages; printed two sides, including any exhibits, charts or other attachments; and be securely bound. All proposals must include the firm's name and signed by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

By signing and submitting a response to this RFP The respondent certifies that he has read and understand The RFP documents, and that his response to this RFP is not the result of collusion or other anti-competitive practices.

All proposals must be delivered by U.S. mail or other couriers. Any proposals submitted in any other fashion will not be accepted or otherwise given consideration with respect to the purchase of the Mobile Command vehicle.

**All packages shall be clearly marked:
RFP # 1262 Mobile Command Vehicle**

Submit Proposals to:

**County of San Mateo
County Office Building
Purchasing Division
Attn Charles Davenport
455 County Center, 4th Floor
Redwood City CA 94063**

Upon receipt by the County, all proposals will be date/time stamped.

All proposals received prior to the deadline for proposals shall be kept in a secure place.

There will be no public opening.

One (1) original proposal, six (6) copies printed two sides, and a CD-ROM of The proposal shall be submitted. The electronic proposal document must be in both Adobe PDF format and Microsoft Word format with The exception of pricing information. Pricing shall be provided in Microsoft Excel format. Respondents are urged to adhere to the specified content and sequence of information in this RFP.

All proposals shall include scaled detailed drawing(s) of the proposed Mobile Command Vehicle. The drawing(s) shall show curb side, street side, front, rear, top, and floor plan of The proposed Mobile

Command Vehicle. The drawing(s) must show The location all exterior and interior equipment, cabinets counter tops, desks, awnings, sinks, lights etc. The drawing(s) must be complete.

Section VII

BID FORM

PROPOSAL

Mobile Command Vehicle

Manufacturer: _____ Model: _____ Year: _____

All bidders shall include \$15,000.00 in their response for exterior lettering and artwork. The exact design and colors will be decided at a later date

Bid For One Each: _____

Sales Tax @ 9.25%: _____

State Tire Fee @ 1.75 Each: _____

Grand Total for Proposal: _____

Respondents must include a complete itemized list showing a complete description, quantities, along with the line item price. The complete itemized list shall include but not be limited to complete chassis specifications, interior and exterior, cabinets both lower and upper, cabinets tops, generator, compressor, shore power line, location of slide outs, location of all doors, location of all windows, flooring type, communications equipment etc.....

Example:

Coach:

Manufacture: _____ *Model:* _____ *Year:* _____

Quantity Included: _____ *Line Item Price:* _____

Gross Vehicle Weight Rating:

Pounds: _____

Engine:

Diesel Powered: Yes _____ No _____

Yes _____ No _____

Vendor: _____ **Phone:** (_____) _____

Address: _____
Street City State Zip

Name: _____ **Signature:** _____

Date: _____ **Terms:** _____ % **Delivery:** _____ **Days**
A.R.O.

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Section VIII

Enclosures

County Ordinance 0426

Frequently Asked Questions Brochure

Equal Benefits Compliance Declaration Form

The Equal Benefits Compliance Declaration Form must be completed, signed and returned with the response to this RFP

ORDINANCE NO. 04026

An Ordinance Adding Chapter 2.93 to The San Mateo Ordinance Code
to Provide for Non-Discrimination by County Contractors in The
Provision of Employee Benefits

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY OF SAN MATEO AS FOLLOWS:

Section 1. There is hereby added to The Ordinance Code of the County of San Mateo a new Chapter 2. 93 to read as follows:

Chapter 2. 93 County Contracts - Non-Discrimination in Benefits

2.93.010 Definitions.

For The purposes of this chapter,

- A. "Contract" means a legal agreement between the County and a Contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. "Contractor" means a party who enters into a Contract with the County.
- C. "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by The Board of Supervisors to enter into Contracts on behalf of the County.
- D. "Domestic Partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which The employee is a resident.
- E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

2.93.020 Discrimination in the provision of benefits prohibited.

(a) No Contractor on a County Contract shall discriminate in the provision of Employee Benefits between an employee with a domestic partner and an employee with a spouse, subject to The following conditions:

1. In the event that the Contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the Contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the Contractor shall not be deemed to discriminate in the provision of Employee Benefits if the Contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The Contractor shall not be deemed to discriminate in the provision of Employee Benefits if, despite taking reasonable measures to do so, the Contractor is unable to extend a particular employee benefit to domestic partners, so long as the Contractor provides the employee with a cash payment equal to the Contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this Chapter when it determines that it is in the best interests of The County. The County Manager may waive the requirements of this chapter for Contracts not needing the approval of The Board of Supervisors where waiver would be in the best interests of The County for such reasons as follows:

1. Award of a Contract or amendment is necessary to respond to an emergency,
2. The Contractor is a sole source,
3. No compliant Contractors are capable of providing goods or services that respond to the County's requirements,
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency,
5. The County is purchasing through a cooperative or joint purchasing agreement,

(c) Contractors should submit requests for waivers of the terms of this Chapter to the Contract Awarding Authority for that Contract, or in the case of Contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of Contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a Contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this Chapter.

(e) No Contract Awarding Authority shall execute a Contract with a Contractor unless such Contractor has agreed that the Contractor will not discriminate in the provision of Employee Benefits as provided for in this Chapter.

2.93.030 Application of Chapter.

The requirements of this Chapter shall only apply to those portions of a Contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the Contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in The United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or Contractor.

2.93.040 Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this Chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this Chapter.

(b) Receive notification from employees of Contractors regarding violations of this Chapter.

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this Chapter by Contractors including, but not limited to:

1. Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 5 years; and
2. Contractual remedies, including, but not limited to termination of contract.
3. Liquidated damages in the amount of \$2,500.

(d) Examine Contractors' benefit programs covered by this chapter;

(e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;

(f) Allow for remedial action after a finding of non-compliance, as specified by rule;

(g) Perform such other duties as may be required or which are necessary to implement the purposes of this Chapter.

2.93.050 Date of Application.

The provisions of this Chapter shall apply to any Contract awarded or amended on or after July 01, 2001, provided that if the Contractor is then signatory to a collective bargaining agreement, this Chapter shall only apply to any Contract with that Contractor which is awarded or amended after The effective date of the next collective bargaining agreement.

Section 2. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 3. This ordinance shall take effect and be in force 30 days after its enactment.

SAN MATEO COUNTY EQUAL BENEFITS PROGRAM FREQUENTLY ASKED QUESTIONS

On February 13, 2001, The Board of Supervisors of San Mateo County passed Ordinance NO. 04026, an Ordinance adding Chapter 2.93 to The San Mateo Ordinance Code to provide for nondiscrimination by County contractors in the provision of employee benefits. Employee benefits routinely comprise a significant proportion of total employee compensation, and discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay. This Ordinance mandates that contractors provide to employees with domestic partners benefits equal to those provided to employees with spouses.

WHO IS AFFECTED BY THIS LAW?

Contractors: Any contractor entering into or amending an existing Agreement with San Mateo County after July 1, 2001 for public works, consulting, or other services, or for The purchase of supplies, material, or equipment in excess of \$5,000 must offer equal benefits to Their employees.

Subcontractors: Subcontractors are not required to comply with this Ordinance. (Note: Per 2.93.020 (b) 6. A contract may be terminated if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this Chapter.

WHO IS THE “CONTRACTING AWARDING AUTHORITY”?

The Contract Awarding Authority is the San Mateo County Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.

WHAT BENEFITS ARE INCLUDED?

The law applies to all benefits, other than pension benefits, that a contractor provides to employees because they have a spouse (e.g., sick leave to care for a spouse) and all benefits offered directly to such spouses (e.g. medical insurance). The law requires that an equivalent benefits package be offered to employees with domestic partners. In some circumstances, equivalent but different (e.g. cash) benefits may be substituted.

Benefits include but are not limited to: bereavement leave; disability; life and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees.

WHAT IS A DOMESTIC PARTNER?

A domestic partner means any person who is registered as a domestic partner with the Secretary of State, State of California registry, or the registry of The state in which the employee is a resident.

A domestic partner shares a common residence, is jointly responsible for each other's basic living expenses, is not married or a member of another domestic partnership, is not related by blood in a

way that would prevent us from being married to each other in this state, is over 18 years of age, and is capable of consenting to a domestic partnership.

WHAT IF A CONTRACTOR IS UNABLE TO OFFER BENEFITS EQUALLY?

A contractor can comply if it pays a cash equivalent equal to the contractor's cost of providing the benefit to an employee's spouse.

If the contractor's actual cost of providing a benefit for a domestic partner exceeds the cost of providing the benefit for a spouse, under the ordinance, the employee with the domestic partner may pay the excess cost.

WHAT IF A CONTRACTOR DOES NOT COMPLY WITH THE EQUAL BENEFITS ORDINANCE?

If The contractor does not comply the San Mateo County Board of Supervisors can impose sanctions, including but not limited to: (1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years; and (2) Contractual remedies, including, but not limited to termination of contract; and (3) Liquidated damages in the amount of \$2,500.

WHAT IS THE JURISDICTION OF THE ORDINANCE IN TERMS OF THE LOCATION OF A CONTRACTOR'S OPERATIONS?

The Ordinance applies to those portions of a Contractor's operations that occur within the County; on real property outside the County if the property is owned by the County or the County has the right to occupy the property, and if the Contractor's presence at that location is connected to a contract with the County; and elsewhere in The United States where work related to a County Contract is being performed.

WHEN DOES COMPLIANCE BEGIN IF THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT?

If The contract is awarded or amended after July 1, 2001 and the contractor is under a collective bargaining agreement, the Equal Benefits Ordinance will apply to any contract awarded or amended after the effective date of the next collective bargaining agreement.

WHEN MAY THE REQUIREMENTS OF THE EQUAL BENEFITS ORDINANCE BE WAIVED?

The Board of Supervisors may waive the requirements of this Ordinance when it determines that it is in the best interest of the County. The County Manager may waive the requirements for contracts not needing the approval of The Board of Supervisors where the waiver would be in the best interest of the County for such reasons as, but not limited to: (1) The award of a Contract or amendment is necessary to respond to an emergency; (2).The contractor is the sole source; (3) No compliant contractors are capable of providing goods or services that respond to the County's requirements; (4) The requirements are inconsistent with a grant, subvention or agreement with a Public Agency; or (5) The County is purchasing through a cooperative or joint purchasing agreement.

WHERE DO I FILE A COMPLAINT IF MY EMPLOYER DOES NOT COMPLY WITH THE EQUAL BENEFITS ORDINANCE?

If you wish to file a complaint against your employer, contact: County Counsel, 400 County Center
3rd. Floor, Redwood City, CA. 650-363-4250.

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR RESPONSE

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: _____

Contact Person: _____

Address: _____

Phone Number: _____ Fax Number: _____

II Employees

Does Contractor have any employee? ☐ Yes ☐ No

Does contractor provide benefits to spouses of employees? ☐ Yes ☐ No

* If the answer to one or both of The above questions is no, please skip to Section IV*

III Equal Benefits Compliance (Check one)

- ☐ Yes, The Contractor complies by offering equal benefits as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- ☐ Yes, The contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ No, The Contractor does not comply.
- ☐ The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this

_____ day of _____, at _____, _____
(City) (State)

Signature

Name (Please Print)

Title

Contractor Tax Identification Number