



COUNTY OF SANTA CLARA, CALIFORNIA

**INVITATION TO BID # 903
FOR**

VIDEO SURVEILLANCE SYSTEM MAINTENANCE SUPPORT

01/13/2009

BID RESPONSES DUE
3:00 PM
February 5, 2009

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

BUYER/CONTRACT ADMINISTRATOR
Kim Huynh
408-491-7414
408-938-2395 (fax)
Kim.huynh@proc.sccgov.org

PRE-BID CONFERENCE
1:30 PM
January 23, 2008

At
Santa Clara County
Department of Correction (Main Jail)
150 W. Hedding Street
San Jose, CA 95110

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Exhibits:

Exhibit "A"	License Certification
Exhibit "B"	County Insurance Requirements for Standard Service Contracts
Exhibit "C"	Customer References
Exhibit "D"	Prevailing Wage Statement
Exhibit "E"	Designation of Sub-Contractor
Exhibit "F"	Worker's Compensation
Exhibit "G"	Non-Collusion Declaration
Exhibit "H"	Declaration of Local Business

Attachments:

Attachment 1	Form W-9
Attachment 2	Temporary Security Clearance Request Form

SECTION I

INVITATION

The County of Santa Clara is seeking bids from qualified Contractors to perform maintenance services for the County of Santa Clara Department of Correction's Video Surveillance System.

SYNONYMOUS TERMS & DEFINITIONS:

a) **Synonymous Terms:**

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

1. *Bidder, Contractor, and Vendor*
2. *Purchase Order, Contract, and Agreement*
3. *Services, Work, Scope of Work, and Project*
4. *County Authorized Personnel, County Project Manager, and PM supervisor, County Site Administrator, Site Contact*

b) **Definitions:**

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

- i. *County* refers to the County of Santa Clara, California
- ii. *Buyer and County Procurement Buyer* refers to the Santa Clara County Procurement Department Buyer managing this Invitation to Bid (ITB).
- iii. *County authorized personnel, County Project Manager, and PM supervisor* refer to the County of Santa Clara representative who will coordinate all the onsite Work/Service with the Selected Contractor.
- iv. *Contractor's Project Manager* refers to the successful Contractor who will represent their company and coordinate all work with the County Site Administrator.
- v. *Contract* refers to the Contract awarded as a result of this Invitation to Bid.

SECTION II

INSTRUCTIONS TO CONTRACTORS

1. **PREPARATION OF BID:**

Contractor shall submit the original completed response to the Invitation to Bid with appropriate attachments or explanatory materials. Contractors must submit their bid on the County's ITB forms. All attachments submitted must be identified with the Contractor's name, bid number and page number. All costs for the preparation of the bid shall be borne by the Contractor. Bids must be completed in ink, typewritten or printed. 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 the bid. No verbal, telephone, facsimile or electronic bids will be accepted.

2. **BID DOCUMENTS:**

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

Exhibit "A"	License Certification
Exhibit "B"	Insurance Requirements for Standard Service Contracts
Exhibit "C"	Customer References
Exhibit "D"	Prevailing Wage Statement
Exhibit "E"	Designation of Sub-Contractor
Exhibit "F"	Worker's Compensation
Exhibit "G"	Non-Collusion Declaration
Exhibit "H"	Declaration of Local Business

Attachment 1 Form W-9

Attachment 2 Temporary Security Clearance Form

3. ITB PROCESS TENTATIVE SCHEDULE:

The following is an anticipated bid and engagement schedule. The County may change the estimated dates and process as deemed necessary. Any change in schedule, prior to bid closing, will be communicated via an addendum.

January 13, 2009	Issue ITB
January 20, 2009 by 1:00pm	Security Clearance Form Due
January 23 @ 1:30 PM	Pre-Conference
January 29 by 5:00pm	Questions Due
February 5, 2009 @ 3:00 PM	Bids Due

4. SUBMISSION OF RESPONSE TO ITB:

Submit your original bid with signature of authorized agent(s) indicating concurrence with all aspects of the ITB.

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

NO BIDS ARE TO BE LEFT AT THE FIRST (1ST) FLOOR RECEPTIONIST STATIONS. BIDS MUST BE DELIVERED TO THE ADDRESS LISTED BELOW:

County of Santa Clara
Procurement Department
2310 North First Street, Suite 201
San Jose, CA 95131

Attn: Kim Huynh
BID # 903 – Video Surveillance System Maintenance/Support
Due: February 5, 2009 @ 3:00 p.m.

Contractors must complete, sign and returned the following documents:

Section V	Scope of Work
Section VI	Bid Proposal
Exhibit "A"	License Certification
Exhibit "B"	County Insurance Requirements for Standard Service Contracts
Exhibit "C"	Customer References
Exhibit "D"	Prevailing Wage Statement
Exhibit "E"	Designation of Sub-Contractor
Exhibit "F"	Worker's Compensation
Exhibit "G"	Non-Collusion Declaration
Exhibit "H"	Declaration of Local Business (if applicable)
Addendum (if applicable)	
Attachment 1	W-9 Form
Attachment 2	Temporary Security Clearance Form (Due 01/20/2009 by 1:00pm)

5. **MADATORY PRE-BID CONFERENCE/SIT INSPECTION:**

There will be a mandatory pre-bid conference held as shown below:

Date: **January 23, 2009**
Place: County of Santa Clara, Department of Correction (Main Jail)
Time: 1:30 p.m.
Location: 150 W. Hedding Street
San Jose, CA 95110
(408) 808-3690 or (408) 687-2913

NOTICE TO BIDDERS:

All attendees must complete and submit the Temporary Security Clearance Request form (Attachment 2) via fax (408-938-2395) to the County's Contract Administrator prior to the Pre-Bid Conference/Site Inspection **by January 20, 2009 at 1:00 p.m.** All attendees must present valid photo identification to the on-duty Officer prior to entering the facility. The on-duty Officer will retain the photo identification for the duration of the facility tour. Each authorized visitor will receive a temporary visitor badge which must be visibly worn by the visitor at all times while in the jail facility. The temporary visitor badge must be returned to the on-duty Officer at the conclusion of the tour, at which time the photo identification will be returned to the visitor.

6. **DELIVERY/RECEIPT OF BIDS:**

Sealed responses must be received at the County of Santa Clara Procurement Department office no later than the **Bid Due Date and Time** as specified in the ITB PROCESS TENTATIVE SCHEDULE (contained in Bid Section II, Paragraph 3). Contractor's name and return address must appear on the envelope or clearly marked with the applicable ITB number addressed to:

County of Santa Clara
Procurement Department
2310 North First Street, Suite 201
San Jose, CA 95131

Attn: Kim Huynh
BID # 903 – Video Surveillance System Maintenance/Support
Due: February 5, 2009 @ 3:00 p.m.

- If delivering your bid response in person, deliver it directly to the County Procurement Department receptionist on the 2th floor. Bid responses must not be left with the first floor receptionist. Call (408) 491-7400 for direction.
- Use of the U.S. Mail is at the Contractor's own risk.
- Bids must be delivered in a sealed envelope or box.
- All bid packages will be time/date stamped and logged as received by the County Procurement Department upon receipt.
- The Procurement Department date stamp is the only evidence used to establish whether a bid has been received on time.

7. **LATE RESPONSES:**

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

8. **ITB QUESTIONS / POINT OF CONTACT:**

All questions regarding this ITB are to be directed to the Procurement Department Buyer, Kim Huynh, and are to be submitted via BidSync.com formally RFPDepot.com as specified in the ITB

PROCESS TENTATIVE SCHEDULE (Bid Section II, Paragraph 3). The County is not responsible for any oral or written interpretations from any other person.

All communication during the bid and evaluation phase will be directed to the Procurement Department Buyer. Failure to adhere to this process may disqualify the Contractor. The County and Procurement Department make no guarantee that any questions submitted after the date and time indicated in the ITB PROCESS TENTATIVE SCHEDULE (Bid Section II, Paragraph 3), will be answered before the bid closing date.

9. INTERPRETATION OF BID DOCUMENTS

Should a Contractor discover conflicts or ambiguity in the bid documents that require explanation, Contractor may request an interpretation to the Procurement Department Buyer listed as the contact person for this bid such requests shall be made in writing via BidSync.com formally RFPDepot.com prior to the last day for submittal of questions as specified in the ITB PROCESS TENTATIVE SCHEDULE (Bid Section II, Paragraph 3). The County is not responsible for oral interpretations; they shall have no legal or contractual effect and they shall not be binding on the County.

10. ADDENDA

Any additional information not included in this ITB which the County finds necessary and relevant to responding to the ITB will be posted as an addendum to the ITB prior to the ITB closing date and time.

11. PUBLIC BID OPENING

There will be a public bid opening held at **3:00 p.m. on the Bid Due Date** at the County Procurement Office.

12. MULTIPLE BIDS

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

13. BID TO REMAIN OPEN

The Contractor shall guarantee its bid for a period of sixty (60) calendar days from the date of bid opening.

14. NON-COLLUSION DECLARATION

Contractor shall execute a Non-Collusion Declaration on the form furnished by the County. See Exhibit G.

15. CUSTOMER REFERENCES

Contractor shall submit Exhibit C with ITB response.

16. INTENT OF AWARD:

It is the intent of the County to award to the lowest, responsive, responsible bidder.

17. NON-WAIVER:

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

18. GROUND FOR REJECTION OR DISQUALIFICATION:

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

19. RESERVATIONS:

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

- a) Reject any and all bids when deemed to be in the County's best interest.
- b) Cancel the ITB and issue a new ITB any time thereafter.
- c) Extend any or all deadlines specified in the ITB, including deadlines for accepting responses.
- d) In the event that only one bid is received in response to this bid invitation, require the sole Contractor to submit cost or pricing data to assist in determining if the price is reasonable.
- e) To waive any minor informality, minor irregularity, immaterial defect or technicality in bids received when deemed to be in the best interest of the County.
- f) Disqualify any Contractor because of any real or apparent conflict of interest or evidence of collusion that is disclosed by the bid or other data available to the County. Such disqualification is at the sole discretion of the County and its decision shall be final.
- g) Reject the bid of any Contractor that is in breach of or in default under any other contract with the County.
- h) Reject any bid deemed by the County to be non-responsive, or submitted by a Contractor deemed to be unreliable, unqualified, or not responsible.
- i) Award a Purchase Order to one Contractor

20. CALIFORNIA PUBLIC RECORDS ACT:

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

21. MODIFICATION OR WITHDRAWAL OF BIDS:

- a) Prior to the closing date and time, Bids that contain mistakes discovered by the Contractor may be modified or withdrawn by written notice to the County Procurement Buyer. Any modification shall be clearly identified as such and shall be made in writing, executed and submitted in the same form and manner as the original bid. Bids that are withdrawn will be returned to the Contractor at Contractor's own cost.
- c) After the closing date and time, Contractor may not modify or withdraw its bid.

22. EVALUATION CRITERIA

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

- a) Total price, including any Payment Term Discount
- b) Contractor's ability to provide products and/or services that meet the requirements described herein

- c) Contractor's timeliness
- d) Contractor's compliance to the ITB terms and conditions
- e) Contractor's capabilities, commitments, and responsiveness based on prior Contracts with the County

23. LOCAL BUSINESS PREFERENCE

In accordance with applicable sections of Board Policy, Section 5.3.13, in the formal solicitation of goods or services, the County of Santa Clara shall give responsive and responsible Local Businesses the preference described below.

"Local Business" means a lawful business with a physical address and meaningful "production capability" located within the boundary of the County of Santa Clara.

The term "production capability" means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm's or bidder's ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a "Local Business."

In the procurement of goods or services in which price is the determining factor for award of the contract, one percent (1%) shall be subtracted from a bid submitted by a responsive and responsible Local Business in determining the lowest responsive responsible bidder. If application of the 1% results in a Local Business bid being lower than the non-local business, the contract award shall be made to the Local Business at the Local Business' original bid price. If after applying the 1% discount, two or more competing vendors have bid the same price, local businesses shall be given preference.

When a contract for goods or services, as defined in this policy, is presented to the Board of Supervisors for approval, the accompanying transmittal letter shall include a statement as to whether the proposed vendor is a Local Business, and whether the application of the local preference policy was a decisive factor in the award of the proposed contract.

This Local Business preference shall not apply to the following:

- Public works contracts,
- Where such a preference is precluded by local, state or federal law or regulation,
- Contracts funded in whole or in part by a donation or gift to the County where the special conditions attached to the donation or gift prohibits or conflicts with this preference policy. The donation or gift must be approved or accepted by the Board of Supervisors in accordance with County policy, or
- Contracts exempt from solicitation requirements under an emergency condition in accordance with board policy, state law and/or the County of Santa Clara Ordinance Code (Section A34-82).

In order to be considered for Local Preference, bidder must complete and submit Exhibit H with bid response.

SECTION III TERMS AND CONDITIONS

The following terms and conditions will form the contract as a result of this Invitation to Bid. No other terms and conditions will be considered or accepted.

1. TERMS

The Term of the Contract is for a period of two (2) years with one (1) year renewal option at the sole discretion of the County. All are in accordance with the specification, Exhibits and Attachments herein.

Work to be performed shall include, but not limited to, furnishing all labor, transportation, materials, tools equipment, vehicles and supervision to perform work as fully described in this bid document.

2. FIRM AND FIXED PRICING

a) Prices quoted herein shall be firm and fixed for the duration of two (2) years term.

b) The County will not pay additional costs or charges that are not included in the Contractor's response to this Invitation to Bid.

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

3. PRICES

Contractor agrees that the prices and cash discounts quoted are valid and subject to acceptance for sixty (60) days from the due date of this Invitation to Bid (ITB), unless exceptions are stated in writing.

4. FOB POINT

All shipments must be shipped be FOB (Free on Board) Destination to the County.

5. RISK OF LOSS

Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction to goods, and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

6. TIME IS OF THE ESSENCE

Delivery must be completed within the performance requirements as stated herein. If any anticipated or actual delays arise, Contractor must immediately notify County, unless subject to Force Majeure (Bid Section III, Paragraph 23).

7. IDENTIFICATION

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

8. INVOICE

Invoices for goods or services not specifically detailed in this Invitation to Bid will not be approved for payment. The bill-to address will be provided on the Contract Release Purchase Order.

9. PAYMENT

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

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

10. TAXES, CHARGES AND EXTRAS

- a) Sales tax shall be quoted separately. Contractor shall identify items that are not subject to sales tax where applicable.
- b) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, will be paid by the County unless expressly included in the bid.
- c) The County does not pay Federal Excise Taxes (F.E.T). Do not include these taxes in your bid price, but do list the amount of any such tax as a separate item. The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K.

11. LATE PAYMENT CHARGES

The County will not pay late payment charges.

12. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

- a) The County may terminate the contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the County may proceed with acquiring the product in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due the Contractor under the Purchase Order, and the balance, if any, shall be paid by Contractor upon demand.
- b) In the event any item furnished by the Contractor in the performance of the Purchase Order or Contract should fail to conform to the specifications therefore, or to the sample submitted by the Contractor with his bid, the County may reject the same and it shall hereupon become the duty of the Contractor to reclaim and removed the same forthwith, without expense to the County and immediately to replace all such rejected items with others conforming to such specifications or samples, provided that should the Contractor fail, neglect, or refuse to do so County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such item and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the prices named in the purchase order and the actual cost thereof to the County. IN the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

13. ACCOUNTABILITY

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

14. COMPLIANCE WITH LAWS

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

15. MODIFICATION TO CONTRACT

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

16. LIENS, CLAIMS, AND ENCUMBRANCES

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

17. INDEMNITY AND INSURANCE REQUIREMENTS

Contractor must maintain insurance coverage as required by the County during the term of the Contract.

18. INDEPENDENT CONTRACTOR

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

19. NON-DISCRIMINATION

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning non-discrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); California Fair Employment and Housing Act (Government Code §12900 et seq.); California Labor Code §1101 and §1102. Contractor shall not discriminate against any Sub-Contractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

20. GOVERNING LAW

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

21. SAFETY AND HEALTH STANDARDS

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

22. ASSIGNMENT

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

23. FORCE MAJURE

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

24. SEVERABILITY

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

25. DEBARMENT

Vendor certifies that neither vendor nor its employees or agents providing product or service under this agreement have been debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, Debarment and Suspension."

26. CHANGES TO CONTRACT

The County reserves the right to issue change orders directing changes in the contract any time prior to the fulfillment and acceptance of the contract requirements without voiding the contract and Contractor shall promptly comply with such order. Any change made without the expressed written authority of the Director of Procurement, or their designee, shall be the responsibility of the Contractor, and may be rejected by the County with the consequent responsibility on the Contractor to correct at its own expense. Except as herein provided, the Contractor shall have no claim for any other compensation due to changes in the requirements.

27. ADDITIONAL SERVICES

Additional services are unforeseen services not included in this Invitation for Bid. If requested by Santa Clara County to perform additional services, and approved in writing as described in "Changes" above. Contractor shall be compensated in accordance with the rates set forth in Contractor Section under "Additional Unforeseen Services". Contractor agrees that all costs for additional services performed by Contractor without County of Santa Clara Procurement's written approval shall be at Contractor's sole risk and expense.

28. TERMINATION

- a) *Convenience* - This contract may be terminated without cause by the County with (30) days written notice when the County or supplies deems such action necessary. The notice shall specify the effective date and the scope of termination. In the event of termination, Supplier shall deliver to the County all documents prepared pursuant to this contract, whether complete or incomplete. Supplier may retain a copy of its record. The County shall be responsible for making payments to the supplier for all products and services received prior to the effective date of termination. Any advance payment paid to the supplier shall be prorated and any unused portion refund to the County.
- b) *For Cause* - This contract may be terminated immediately for any "Material Breach". The County may, at its discretion, provide the supplier a written notice of the Material Breach and allow a reasonable amount of time to "cure". In any event, the county is entitled to all rights and remedies to "cure" and "cover" as provided by law. No penalty shall apply to the County's termination of this contract with cause, and upon contract termination, the County shall be entitled to a pro-rata refund of the unused portions of the contract period for which it has already paid supplier. Reason's for "Material Breach" may include but not limited to the following:
 - i) If the County reasonably deems suppliers performance "unsatisfactory" - Supplier did not perform or meet its material obligations under this Agreement;

- ii) If Supplier takes any “unauthorized action” – supplier performs any action which requires the County’s approval without having obtained such approval.
 - iii) If Supplier is “unable or unwilling to comply” – Supplier is not in compliance with additional conditions as may be applied by federal or state government.
- c) *Non-Allocation of Funds* – If at any point the funds are not appropriated for this project and any succeeding fiscal year subsequent to the one in which this Agreement is entered into, the County may terminate the Agreement upon 30 days written notice to supplier. If the Agreement is terminated for non-appropriation of fund, the County shall be liable only for the payments through the date of termination.

SECTION IV

GENERAL REQUIREMENTS

1. LICENSE REQUIREMENTS/CONTRACTOR PERSONNEL

- a) Contractor shall be licensed by the State of California. The license should be applicable to the requirements and regulations under California State Statute as it applies to this Invitation to Bid (ITB). Contractor must also comply with the equipment manufacture's standard.
- b) Contractor must possess and maintain all state, county and local licenses and/or certificates to prove their qualifications to perform maintenance and repair services as specified in this ITB.
- c) Contractor(s) shall forward a copy of their renewed license to the Contract Administrator each year they hold the contract. Failure to do so may terminate the contractual relation.
- d) No one, except authorized employees of the Contractor is allowed on the premises of County property to provide service. Contractor's employees are not to be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Contractor.
- e) The County shall require background checks on all employees of the Contractor providing services to the County.

2. TECHNICIAN QUALIFICATIONS

- a) Contractor will have a designated representative oversee the technicians assigned to perform the work specified herein. Contractor representative shall responsible for providing all required reports, documentation, invoices etc., to the designated County Contract Administrator or designee.
- b) Technicians selected to perform work under this contract must be fully qualified, and factory trained. Contractor must provide proof of the required training for each Technician.
- c) A minimum of 2 years experience in servicing the equipment specified in this ITB may be substituted for factory trained. Contractor must provide proof of the required experience for each Technician selected to perform work under this contract.
- d) Apprentices or Trainees are not acceptable.

3. PRICING

All prices are to be firm and fixed for a period of two (2) years from the effective date of the Contract.

The County shall request for escalation in accordance with the current Consumer Price Index as published by the US Department of Labor, Bureau of Labor Statistics or up to a maximum of 5% increase on the current pricing, whichever is lower, for each renewal terms.

Contractor may submit a written request for any price increase at least sixty (60) days prior to the beginning of any extension period. Contractor must provide documented proof, acceptable to the County, validating the increase.

Price increases are limited to actual increase incurred by the Contractor and must be documented reflecting Contractors cost increase. Past and present manufacturer's invoices are acceptable documentation as well as manufacturer's published price list (past and present), or such other valid evidence deemed acceptable to the County.

If documentation is not provided, then Contractor shall continue to provide services, without the requested price increase, until such documentation is submitted. The County shall determine what constitutes acceptable documentation and reserves the right to accept increase(s) or terminate the contract within thirty (30) business days of the written request.

If improperly documented, increase is not acceptable, the County reserves the right to cancel the item(s) involved; however, if Contractor is unable to produce satisfactory evidence of price increases, the Contract price will remain unchanged and Contractor is obligated to furnish the County requirements at the original prices for the remainder of the contract term.

If an increase is approved, the price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

4. QUANTITIES & MINIMUM ORDERS

The quantities listed are an estimated annual requirement projected from anticipated usage. This will not be a "requirements agreement" or a commitment to purchase. The County does not guarantee, whether expressed or implied, to purchase an estimated annual requirement from any one Supplier. Supplier agrees to provide contracted items as needed by County, at the agreed upon prices, regardless of quantity. There shall be no minimum order requirements.

5. ADD/DELETE SERVICE LOCATIONS

The County reserves the right to add or delete locations/services, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor will be required to provide services to this contract in accordance with the terms, conditions, and specifications

6. MATERIAL SAFETY DATA SHEETS (MSDS)

At all times, Contractor will be required to obtain and maintain on the premises, MSDS sheets on hazardous materials brought to the premises or intended to be installed or used in the premises. MSDS sheets must be presented to Santa Clara County's Project manager no less than 48 hours in advance of work performance or actual use of materials. No hazardous materials may remain on the premises unless specifically agreed in writing, by Santa Clara County's Project Manager.

7. WORK HOURS

Normal business hours are 7:30 a.m. to 4:30 p.m., Monday through Friday. Work shall not normally be done on County Holidays or Saturday and Sunday unless coordinated in advance with the County's authorized personnel/ site contact.

8. REPORTING

Contractor shall provide a Six Month Initial Report and Final Close-Out Report at the end of the Contract period to the County Contract Administrator or designee. Reports shall be provided both electronically and in hardcopy. Report shall include detailed information of the equipments; location, type, make, model, serial number, service date(s), type of service and the total units and price paid for services rendered.

a) Six Month Initial Report

Reports shall be provided to the County by the end of the sixth month after receiving a fully executed contract.

b) End of Term Reports

Reports shall include County Purchase Order number, total purchase value of orders (list price with out County discount), amount of product and service ordered, and total purchase order value for County (cost charged to the County). Reports will be delivered two (2) months prior to the end of the -years term or when requested.

- c) Additional Reports
The County reserved the rights to request additional reports as needed.

9. EQUIPMENT RECALL

Contractor shall notify the County when a recall is imposed on any equipment serviced. Notification shall include the reasons for the recall and procedures for replacement and the disposition of the recalled equipment.

10. INVOICE

In addition to the Section II, paragraph 7, each invoice must be **itemized** (parts and labor) and clearly identify the following information:

- a) Date of Service
- b) Type of Service
- c) Location
- d) County Contact
- e) Proof of Service (Signature from County Personnel)

11. CONTRACT AND SITE ADMINISTRATOR

- a) Contract Administrator: Kim Huynh, Buyer/Contracts Administrator, Procurement Department
- b) County Site Administrator: Nelson Uchimura, Project Manager, Department of Correction

12. WARRANTY

Contractor shall maintain levels of service for all County equipment in accordance with the manufacture instruction and standard. All work performed shall be subject to a repair warranty of not less than ninety (90) days against defects in materials and workmanship. All repair parts shall have the standard manufacturer's warranty. During the warranty period, there shall be no additional charges for labor or parts on the specific equipment repaired.

All materials purchased and delivered against this contract will be of first quality, refurbished parts/materials are not acceptable. Any materials damaged or not in first quality condition shall be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

13. SCHEDULE OF WORK

Contractor shall submit a detailed schedule of work to the County personnel out-lining a detailed plan identifying when a site is to receive the service/inspection. Schedule will show day and time, and estimated time/duration for each site visit. The schedule shall be subject to approval by the Santa Clara County personnel prior to commencement of work and may be developed or modified to circumvent the least impact to the County Facilities.

14. CHANGES TO DESIGNEES

If different representatives are designated by either party during the term of the contract, notice of any changes (name, address, telephone numbers, etc) will be promptly rendered in writing to the other party. Changes to designees shall be handled between the County's Contract Administrator and the Contractor's Contract Manager.

15. COUNTY OWNED UTILITIES

The Contractor may use reasonable amounts of County utility commodities (electricity, potable water) in the performance of the Contract. Utility cost will not be collected from the Contractor and do not include costs in the bid.

16. CONTRACT DOCUMENTS

Contractor shall comply with County of Santa Clara Contract documents incorporated herein by reference hereto. Order of precedence:

- a) Contract Award
- b) Specification

17. SECURITY/BUILDING ACCESS

Contractor's personnel (and/or sub-Contractor) shall be required to obtain a security clearance after award of the Contract if work is to be performed in secured facilities.

Prior to your personnel beginning work in these facilities, they must successfully pass a background exam and fingerprint check. If it is found that there has been a misdemeanor within the last three (3) years or a felony within the last five (5) years, they will be disqualified and will not be allowed in any of these facilities.

Contractor shall bear all costs associated with the security clearances for all their employees and Sub-Contractors.

All employees of the Contractor and Sub-Contractors providing services to the County must wear a company uniform identified with the company name and I.D. badge. The uniform and the required I.D. badge must be worn at all time by the employee while on County premises.

AFTER AWARD, CONTRACTOR WILL BE NOTIFIED IN WRITING WITH INSTRUCTIONS ON WHERE TO SUBMIT FORMS.

GENERAL

Contractor shall provide all labor, materials, and equipment necessary to ensure the surveillance system, a CCTV video and audio recording system, operates at maximum performance and reliability levels for the County of Santa Clara Department of Correction.

Contractor shall thoroughly perform an initial inspection and maintenance of the equipment described herein and notify the County Site Administrator immediately of any faulty equipment with recommendations and estimated cost for the replacement. All replacement must be approved in writing by the County Site Administrator. Contractor shall schedule an Annual Inspection and Maintenance with the County Site Administrator thereafter for the term of the Contract.

Contractor Service Center shall be available 24-hours a day, 7-days a week to respond to all calls and dispatch a service technician when necessary. On-site response time of four hours is nominal as needed, with a response time of twenty-four hours guaranteed.

Annual Inspection and Maintenance Services shall include, but not limited to the following:

- Troubleshoot/Repair Faulty Equipments
- Visual/Environmental Inspections
- Diagnostic and Operational Tests
- Preventive Maintenance
- Consumables Replacement – replace parts result of normal wear and tear
- Calibration of Sensors
- System Cleaning
- Refocusing, and Re-Aiming of Camera
- Software Support - patching and configuration
- Maintenance of Backup Processes
- Firmware/Software Upgrade as required
- System Recovery
- End-user Support
- Unlimited 24/7 Phone Support/Calls

All repairs must be completed within 48 hours. No equipment shall be inoperable for a period of more than 48 hours. Replacement parts shall be the manufacturer's recommended parts and shall be new and meeting the original manufacturer (OEM) specification or parts of equal or better quality.

Other services may occur throughout the year as designated by the Department of Correction. All work schedules shall be subject to approval by the County Site Administrator before start of work and may be developed or modified to have the least impact to the facilities. The schedule shall outline a detailed plan identifying when each site is to receive the service. Schedule shall show day and time, and estimate item/duration for each site visit.

Contractor shall notify the County Site Administrator when a recall is imposed on the equipment. Notification shall include the reasons for the recall and procedures for replacement and the disposition of recalled equipment.

Contractor shall upgrade the Lenel software to it latest version, if different from installed version, every other year.

EQUIPMENT SPECIFICATIONS

Hardware

Computers:	(3) HP Workstation xw4100
Hard Drives:	(6) Lacie, 1TB, USB (7) Buffalo DriveStation Quattro, 1.5 TB, RAID5, USB Note: The number and type of hard drives are subject to change.
Communications:	(12) AXIS 2400+ Video Server (4) AXIS 241Q Video Server (2) Airlink 32-port 10/100 Mbps Ethernet switch (1) Network Video Technologies NVTNV-1613A CCTV Twisted-Pair Passive Transceiver Hub (8) Netgear ProSafe Switches with POE ports (14) Ethernet Media Converters
UPS Devices:	(2) APC Smart-UPS 2200 (1) APC Smart-UPS 1000 (8) APC Smart-UPS 7500 (rack-mount) Note: The types of UPS devices are subject to change.
Cameras:	(56) Analog Cameras (14) Sony SNC-DF40 (1) Sony SNC-DF70 Note: The types of cameras are subject to change.
Cabling:	Coaxial, Twisted-Pair, Fiber
Note:	No Exclusions

Software	Lenel OnGuard 2005
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SERVICE LOCATIONS

The listing is not to be considered inclusive with respect to the actual number of locations. The County reserves the right to add additional location(s) to the contract that requires the same scope of services as specified herein. The County also reserves the right to delete or remove any location(s) from the contract.

1. Main Jail Facility
150 W. Hedding Street
San Jose, CA 95110
2. Elmwood Complex
701 S. Abel Street
Milpitas, CA 95035

SECTION VI**BID PROPOSAL**

CONTRACTOR NAME: _____

TAX ID NUMBER: _____

CSLB LICENSE CLASSIFICATIONS(S): _____

CSLB LICENSE # & EXPIRATION DATE: _____

Base Bid is to include all labor, project management, transportation (including but not limited to travel time to and from sites), equipment, vehicles, materials, tools and supplies to provide services as described in this Invitation for Bid including all taxes, fees, permit, and insurance. Base Bid is to be all inclusive:

Base Bid – Annual Maintenance and Support_____
Dollars (words)_____
\$ (figures)

Contractor shall absorb all costs incurred in preparing the cost estimate including travel time to the job site for estimating or making recommendations.

PRICE TABLE

The County reserves the right to add additional Hardware with the same scope of service. All Maintenance/preventive maintenance and repair services shall be in accordance with Section V, Scope of Work and manufacture's requirements and guidelines. There will be no additional labor charge for repair service completed during regular PM inspections.

Contractor agrees to provide all hardware on an as needed basis at the Contractor's Wholesale List Price less percentage discount as per schedule B, regardless of quantity. There shall be no minimum order requirements. The County is not obligated to purchase any hardware from the successful Contractor.

SCHEDULE A – Maintenance/Support

Rates are to be firm and fixed for a period of 2 years. Fees are to be all inclusive.

Description	Rate/Hour
Hardware/Software Maintenance Support to include unlimited Phone Support/Calls	\$ _____
LABOR RATE FOR NON-MAINTENANCE SERVICES	\$ _____
EMERGENCY SERVICE (4) hours response	\$ _____

SCHEDULE B - PARTS/MATERIALS

Billable Unit Price for miscellaneous parts/materials and additional hardware shall not exceed Contractor's Wholesale List Price less discount.	_____ % Discount
---	------------------

PROMPT PAYMENT DISCOUNT

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

State cash discount offered (if any): _____ % _____ days

ADDENDUM

Any changes to the ITB specifications, terms, and/or conditions will be issued by the County Procurement Department, in writing as an addendum and will be posted immediately thereafter to the County's website.

Contractor, if an addendum is posted; please acknowledge the receipt of an addendum by listing the addendum number below or submitting a copy of the addendum with your bid.

Addendum# _____ Date _____ Addendum # _____ Date _____

Addendum# _____ Date _____ Addendum # _____ Date _____

CONTRACTOR'S REPRESENTATIONS

Contractor understands, agrees, and warrants:

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

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

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

SIGNATURE: _____ DATE: _____

NAME / TITLE: _____

PHONE: _____ FAX: _____

EMAIL: _____

LICENSE CERTIFICATION

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

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

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

Contractor's License No. _____

License Classification: _____

License Expiration Date: _____

Business Address: _____

City _____ State _____ Zip Code _____

Phone Number: (____) _____

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

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

SIGNATURE BLOCK (*Signature Block must be completed in ink & changes must be initialed.*)

Contractor's Signature: _____ **Date:** _____

Contractor's Name & Title (Print): _____

INSURANCE REQUIREMENTS FOR STANDARD CONTRACTS

Indemnity

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

Insurance

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

A. Evidence of Coverage

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

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

B. Qualifying Insurers

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

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

D. Insurance Required

1. Commercial General Liability Insurance -for bodily injury (including death) and property

damage which provides limits as follows:

- a. Each occurrence -\$1,000,000
- b. General aggregate -\$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury -\$1,000,000

2. General liability coverage shall include:

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

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

Additional Insured Endorsement, which shall read:

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

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

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

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

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

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

occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

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

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

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

Bidder Name: _____

CUSTOMER REFERENCES

Contractor, please provide three customer references, one of which should be in the San Francisco Bay Area, for whom you have performed a job similar in size and scope.

1. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE: _____
E-MAIL: _____

2. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE: _____
E-MAIL: _____

3. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE: _____
E-MAIL: _____

4. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE: _____
E-MAIL: _____

PREVAILING WAGE STATEMENT

If awarded the contract, we and our subcontractors shall pay all the workers we assign to the project not less than the prevailing wage as determined by the State of California, Director of Industrial Relations. We are aware that the Contractor shall be penalized for non-compliance by either the Contractor or his subcontractor(s). In addition, we are informed of the following:

Copies of the prevailing wage rates are on file at:

Clerk of the Board of Supervisors
County of Santa Clara Administration Building
70 West Hedding Street, East Wing, 10th Floor
San Jose, CA 95110
(408) 299 - 4321

and

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

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

Each Contractor and subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him/ her in connection with the public work.

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

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

SIGNATURE BLOCK (*Signature Block must be completed in ink & changes must be initialed.*)

Contractor's Signature: _____ **Date:** _____

Contractor's Name & Title (Print): _____

Bidder Name: _____

DESIGNATION OF CONTRACTOR BIDDERS

This Designation of Subcontractor form shall be completed in compliance with the State of California Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100 et seq., and any amendment thereof. Contractor shall completely fill in the form below for each subcontract that exceeds one-half of one percent (1/2%) of the Contractor's total Base Bid. A subcontractor is one who: (1) performs work or labor; or (2) provides a service to the Contractor; or (3) specially fabricates and installs a portion of the Work according to the Plans and Specifications.

- - - SUBCONTRACTOR - - -		
<u>BUSINESS NAME</u> LICENSE NO.	STREET ADDRESS OF BUSINESS	SCOPE OF WORK

SIGNATURE BLOCK (*Signature Block must be completed in ink & changes must be initialed.*)

Contractor's Signature: _____ Date: _____

Contractor's Name & Title (Print): _____

WORKER'S COMPENSATION

Labor Code §3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, as which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.

I am aware of the provisions of §3700 of the Labor Code that require every employer to be insured against liability for worker's compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work.

***Note** — Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.*

SIGNATURE BLOCK (*Signature Block **must be completed in ink & changes must be initialed.***)

Contractor's Signature: _____ **Date:** _____

Contractor's Name & Title (Print): _____

Bidder Name: _____

NON-COLLUSION DECLARATIONI, _____, am the
(Name)_____
(Position/Title) of _____, the
(Company)

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

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

SIGNATURE BLOCK (*Signature Block must be completed in ink & changes must be initialed.*)**Contractor's Signature:** _____ **Date:** _____**Contractor's Name & Title (Print):** _____

Bidder Name: _____

DECLARATION OF LOCAL BUSINESS

Santa Clara County gives local businesses a preference in formal solicitations of goods and services as set forth in the Board Policy, Section 5.3.13. A Bidder has the option of qualifying for the preference policy by self-declaring its qualification as a “local business.” By signing below, the bidder is certifying its qualification as a “local business” for purposes of application of Santa Clara County’s policy.

All information submitted is subject to investigation, as well as to disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in your bid not being considered for application of Santa Clara County’s local preference policy. False or dishonest responses will result in rejection of your bid or proposal and curtail your ability to conduct business with the County in the future. It may also result in legal action.

Please provide the complete physical address of your business with meaningful “production capability” located within the boundary of the County of Santa Clara. The term “production capability” means sales, marketing, manufacturing, servicing, or research and development capability that substantially and directly enhances the firm’s or bidder’s ability to perform the proposed contract. Post Office box numbers and/or residential addresses may not be used as the sole bases for establishing status as a “Local Business.” If you do not have a physical address in Santa Clara County, please indicate so, by writing “N/A.” If you have more than one physical address in Santa Clara County, please provide an attachment with all of the addresses in the form specified below.

Business Name: _____

Street: _____

City/State: _____ Zip Code: _____

Please Indicate Business Organization (Check One)

☐ Individual Proprietorship☐ Corporation☐ Partnership☐ Other

Bidder declares qualification as a local business as defined in County of Santa Clara Board Policy, Section 5.3.13.

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this Exhibit are true and correct, with full knowledge that all statements made in this application are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with Santa Clara County and additional legal consequences.

Signature_____
Title_____
Name_____
Date_____
Tax ID Number_____
Business License Number (if applicable)

[ONLY a declaration by the CEO, president or other highest executive officer of the company will be accepted for the purpose of determination of application of Santa Clara’s local preference policy.]

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

TEMPORARY SECURITY CLEARANCES

ALL CLEARANCES REQUIRE THREE (3) BUSINESS DAYS TO PROCESS

PLEASE FAX ALL CLEARANCES FOR ~~ELMWOOD TO 408-946-3847~~

NAME:

PHONE NO.:

DOB:

CDL:

SS#

Gender: M ☐ F ☐

ENTRANCE DATE REQUESTED:

PURPOSE (FOR ENTRANCE):

Pre-Bid Conference/Site Inspection for ITB #903 - Video Surveillance System
Maintenance/Support

REQUESTING DEPARTMENT/ AGENCY:

CONTACT / SUPERVISOR: Kim Huynh
Nelson Uchimura

PHONE NO.: 491-7414
808-3678

INMATE VISITED: N/A

BKG:

HSG:

DO NOT WRITE BELOW THIS LINE

CJIC CHECK CLEAR ☐

WINDOW VISIT ☐

CONTACT VISIT ☐

CLEARANCE BY:

BADGE OR CJIC #:

DATE:

CLEARANCE PROCESSED BY:

CLEARANCE AUTHORIZED BY (FACILITY COMMANDER/DESIGNEE):