

1 programs authorized by Section 3093, and similar purposes applicable to the work to be done.

2 Information pertaining to applicable Prevailing Wage Rates may be found on the website
3 for the State of California – Department of Industrial Relations:

4 <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage
5 rates for apprentices may be found on the website for the State of California – Department of
6 Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

7 It shall be mandatory upon the CONTRACTOR herein and upon any subcontractor to pay
8 not less than the prevailing wage rates, including overtime and holiday rates, to all workers,
9 laborers, or mechanics employed on this public work project, including those workers employed as
10 apprentices. Further, CONTRACTOR and each subcontractor shall comply with Labor Code
11 sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-
12 mentioned prevailing wage rates shall be posted by the CONTRACTOR at the job site where it will
13 be available to any interested party.

14 CONTRACTOR shall comply with Labor Code section 1775 and forfeit as a penalty to
15 COUNTY Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each
16 worker paid less than the prevailing wage rates for the work or craft in which the worker is
17 employed for any work done under this project by CONTRACTOR or by any subcontractor under
18 CONTRACTOR in violation of Labor Code section 1770, et seq. In addition to the penalty, the
19 difference between the prevailing wage rates and amount paid to each worker for each calendar
20 day or portion thereof for which each worker was paid less than the prevailing wage rate shall be
21 paid to each worker by the CONTRACTOR or subcontractor.

22 CONTRACTOR and subcontractor shall keep an accurate record showing the names,
23 address, social security number, work classification, straight time and overtime hours worked each
24 day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or
25 other employee employed by him or her in connection with this public work project. In accordance
26 with Labor Code section 1776, each payroll record shall be certified and verified by a written
27 declaration under penalty of perjury stating that the information within the payroll record is true and
28 correct and that the CONTRACTOR or subcontractor complied with the requirements of Labor

1 Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work
2 project. These records shall be open at all reasonable hours to inspection by the COUNTY, its
3 officers and agents, and to the representatives of the State of California – Department of Industrial
4 Relations, including but not limited to the Division of Labor Standards Enforcement.

5 2. OBLIGATIONS OF THE COUNTY

6 A. COUNTY shall compensate the CONTRACTOR as provided in Section 5
7 of this Agreement.

8 3. TERM

9 This Agreement shall commence upon execution and remain in effect for a period of
10 three (3) years. This Agreement may be extended for two (2) additional one (1) year terms, upon
11 written approval of both parties. The Director of Internal Services/Chief Information Officer or his
12 or her designee is authorized to execute such written approval on behalf of COUNTY based on
13 CONTRACTOR's satisfactory performance.

14 4. TERMINATION

15 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
16 be provided hereunder, are contingent on the approval of funds by the appropriating government
17 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
18 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
19 notice.

20 B. Breach of Contract - The COUNTY may immediately suspend or terminate
21 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 22 1) An illegal or improper use of funds;
23 2) A failure to comply with any term of this Agreement;
24 3) A substantially incorrect or incomplete report submitted to the
25 COUNTY;
26 4) Improperly performed service.

27 In no event shall any payment by the COUNTY constitute a waiver by the
28 COUNTY of any breach of this Agreement or any default, which may then exist on the part of the

1 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
2 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
3 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
4 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
5 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
6 demand.

7 C. Without Cause – Under circumstances other than those set forth above,
8 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
9 notice of an intention to terminate to CONTRACTOR.

10 5. COMPENSATION:

11 Compensation – COUNTY agrees to pay CONTRACTOR and CONTRACTOR
12 agrees to receive compensation for the purchase and installation of modular furniture systems as
13 described in the Maintaining Dealer Service Matrix, attached hereto as Exhibit "C," as follows: (1)
14 for products: manufacturer's pricing less the applicable percentage discount as noted in Exhibit
15 "C"; and (2) for installation: at the rates specified in Exhibit "C".

16 In no event shall expenditures during the initial three (3) year term of this Agreement
17 exceed \$1,500,000. In no event shall expenditures for the two (2) potential (1) year extensions
18 exceed \$250,000 for each one year extension period. The maximum expenditure under this
19 Agreement for the entire potential five (5) year term shall be \$2,000,000. It is understood that all
20 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be
21 borne by CONTRACTOR.

22
23 6. INVOICING/STATEMENTS

24 CONTRACTOR shall submit itemized invoices in duplicate to the requesting
25 County department in accordance with invoicing instructions included in each order referencing
26 this Agreement. The Agreement number must appear on all shipping documents and invoices.
27 Invoice terms shall be Net 45 days.

28 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and

1 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
2 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
3 employees will at all times be acting and performing as an independent contractor, and shall act in
4 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
5 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
6 direct the manner or method by which CONTRACTOR shall perform its work and function.
7 However, COUNTY shall retain the right to administer this Agreement so as to verify that
8 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

9 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and
10 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the
11 subject thereof.

12 Because of its status as an independent contractor, CONTRACTOR shall have
13 absolutely no right to employment rights and benefits available to COUNTY employees.
14 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
15 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
16 responsible and save COUNTY harmless from all matters relating to payment of
17 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
18 regulations governing such matters. It is acknowledged that during the term of this Agreement,
19 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
20 Agreement.

21 8. MODIFICATION: Any matters of this Agreement may be modified from time
22 to time by the written consent of all the parties without, in any way, affecting the remainder.

23 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
24 Agreement nor their rights or duties under this Agreement without the prior written consent of the
25 other party.

26 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
27 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
28 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or

1 resulting to COUNTY in connection with the performance, or failure to perform, by
2 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
3 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
4 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
5 of CONTRACTOR, its officers, agents, or employees under this Agreement.

6 11. INSURANCE

7 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR
8 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
9 following insurance policies or a program of self-insurance, including but not limited to, an
10 insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the
11 Agreement:

12 A. Commercial General Liability

13 Commercial General Liability Insurance with limits of not less than One Million
14 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).
15 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages
16 including completed operations, products liability, contractual liability, Explosion-Collapse-
17 Underground, fire legal liability or any other liability insurance deemed necessary because of the
18 nature of this contract.

19 B. Automobile Liability

20 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less
21 than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand
22 Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand
23 Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand
24 Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in
25 connection with this Agreement.

26 C. Professional Liability

27 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
28 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One

1 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual
2 aggregate.

3 D. Worker's Compensation

4 A policy of Worker's Compensation insurance as may be required by the California
5 Labor Code. CONTRACTOR shall obtain endorsements to the Commercial General Liability
6 insurance naming the County of Fresno, its officers, agents, and employees, individually and
7 collectively, as additional insured, but only insofar as the operations under this Agreement are
8 concerned. Such coverage for additional insured shall apply as primary insurance and any other
9 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
10 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
11 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
12 written notice given to COUNTY.

13 Within Thirty (30) days from the date CONTRACTOR signs and executes this
14 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
15 above for all of the foregoing policies, as required herein, to the **County of Fresno, Internal**
16 **Services Department, Robert W. Bash, Director of Internal Services/Chief Information**
17 **Officer, 333 W. Pontiac Way, Clovis, CA. 93612**, stating that such insurance coverages have
18 been obtained and are in full force; that the County of Fresno, its officers, agents and employees
19 will not be responsible for any premiums on the policies; that such Commercial General Liability
20 insurance names the County of Fresno, its officers, agents and employees, individually and
21 collectively, as additional insured, but only insofar as the operations under this Agreement are
22 concerned; that such coverage for additional insured shall apply as primary insurance and any
23 other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
24 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies
25 herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
26 days advance, written notice given to COUNTY.

27 In the event CONTRACTOR fails to keep in effect at all times insurance coverage
28 as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or

1 terminate this Agreement upon the occurrence of such event.

2 All policies shall be issued by admitted insurers licensed to do business in the State
3 of California, and such insurance shall be purchased from companies possessing a current A.M.
4 Best, Inc. rating of A FSC VII or better.

5 12. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
6 business hours, and as often as the COUNTY may deem necessary, make available to the
7 COUNTY for examination all of its records and data with respect to the matters covered by this
8 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
9 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
10 with the terms of this Agreement.

11 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall
12 be subject to the examination and audit of the Auditor General for a period of three (3) years after
13 final payment under contract (Government Code Section 8546.7).

14 13. NOTICES: The persons and their addresses having authority to give and
15 receive notices under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
Internal Services Department	CORE Business Interiors
Robert W. Bash	Andrea Benson
Director of Internal Services/ Chief Information Officer	7910 N. Ingram #102 Fresno, CA. 93711 (559) 297-6400
333 W. Pontiac Way Clovis, CA. 93612 Phone: (559) 600-5800	

16
17
18
19
20
21 All notices between the COUNTY and CONTRACTOR provided for or permitted
22 under this Agreement must be in writing and delivered either by personal service, by first-class
23 United States mail, by an overnight commercial courier service, or by telephonic facsimile
24 transmission. A notice delivered by personal service is effective upon service to the recipient. A
25 notice delivered by first-class United States mail is effective three COUNTY business days after
26 deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered
27 by an overnight commercial courier service is effective one COUNTY business day after deposit
28

1 with the overnight commercial courier service, delivery fees prepaid, with delivery instructions
2 given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile
3 is effective when transmission to the recipient is completed (but, if such transmission is completed
4 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
5 next beginning of a COUNTY business day), provided that the sender maintains a machine record
6 of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
7 this section establishes, waives, or modifies any claims presentation requirements or procedures
8 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of
9 the Government Code, beginning with section 810).

10 14. GOVERNING LAW: Venue for any action arising out of or related to this
11 Agreement shall only be in Fresno County, California.

12 The rights and obligations of the parties and all interpretation and performance of
13 this Agreement shall be governed in all respects by the laws of the State of California.

14 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

15 This provision is only applicable if the CONTRACTOR is operating as a
16 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the
17 CONTRACTOR changes its status to operate as a corporation.

18 Members of the CONTRACTOR's Board of Directors shall disclose any self-
19 dealing transactions that they are a party to while CONTRACTOR is providing goods or
20 performing services under this agreement. A self-dealing transaction shall mean a transaction
21 to which the CONTRACTOR is a party and in which one or more of its directors has a material
22 financial interest. Members of the Board of Directors shall disclose any self-dealing
23 transactions that they are a party to by completing and signing a Self-Dealing Transaction
24 Disclosure Form, attached hereto as Exhibit "E" and incorporated herein by reference, and
25 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
26 immediately thereafter.

27 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
28 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and

1 supersedes all previous Agreement negotiations, proposals, commitments, writings,
2 advertisements, publications, and understandings of any nature whatsoever unless expressly
3 included in this Agreement. In the event of any inconsistency in interpreting the documents which
4 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the
5 following order of priority: (1) the text of this Agreement (excluding exhibits "A" and "B", but
6 including Exhibit "C"); (2) Exhibit "A" (the RFQ); and (3) Exhibit "B" (the Response).


7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

3 **CONTRACTOR**

COUNTY OF FRESNO

4 
5 _____
6 Andrea Benson, Vice President



7 
8 _____
9 Lisa Zimmerman, Chief Financial Officer

DATE: Aug 22, 2017

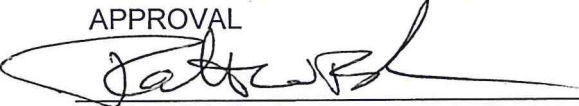
10 DATE: 8/2/17

ATTEST:
Bernice E. Seidel
Clerk, Board of Supervisors

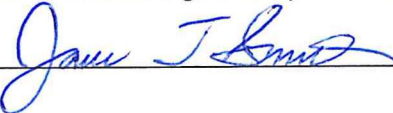

By: _____

12 CORE Business Interiors
13 7910 N. Ingram #102
14 Fresno, CA. 93711

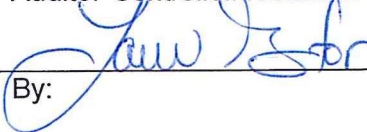
REVIEWED & RECOMMENDED FOR
APPROVAL



APPROVED AS TO LEGAL FORM
Daniel C. Cederborg, County Counsel

By: 

APPROVED AS TO ACCOUNTING FORM
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

By: 

24 FOR ACCOUNTING USE ONLY:
25 Org No.:8440
26 Account No./Fund: Various
27
28



**COUNTY OF FRESNO
REQUEST FOR QUOTATION
NUMBER: 17-065**

**MODULAR FURNITURE SYSTEMS (PURCHASE &
INSTALLATION)**

Issue Date: March 22, 2017

Closing Date: APRIL 24, 2017

Quotation will be considered LATE when the official Purchasing time clock reads 2:01 P.M.

Questions must be submitted on the Bid Page at Public Purchase or contact Carolyn Flores at phone (559) 600-7110.

Check County of Fresno Purchasing's website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for any future addenda.

Please submit all Quotations to:
County of Fresno – Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of N/A % N/A days will apply.

CORE Business Interiors

COMPANY

7910 N. Ingram #102

ADDRESS

Fresno

CITY

Ca

STATE

93711

ZIP CODE

(559) 297-6400

TELEPHONE NUMBER

(559) 297-6404

FACSIMILE NUMBER

andreab@corebusinessinteriors.com

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

Andrea Benson

PRINT NAME

Vice President

TITLE

Purchasing Use: CF:st

ORG/Requisition: 0440 / Countywide

Exhibit "B"

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFQ NUMBER: 17-065

MODULAR FURNITURE SYSTEMS (PURCHASE & INSTALLATION)

Issue Date: March 22, 2017

IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, PURCHASING
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF QUOTATION WILL BE AT 2:00 P.M., ON APRIL 24, 2017.

QUOTATION WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:01 P.M.

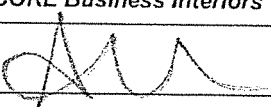
All quotation information will be available for review after contract award.

Questions must be submitted on the Bid Page at Public Purchase or contact **Carolyn Flores**, at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 17-065 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN IN BLUE INK AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

- Delete the Quotation Schedule provided and replace with attached Revised Quotation Schedule pages 21, 22 and 23.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 17-065

COMPANY NAME: CORE Business Interiors
SIGNATURE (In Blue Ink):  (PRINT)
NAME & TITLE: Andrea Benson Vice President
(PRINT)

Purchasing Use: CF:st

ORG/Requisition: 0440 / Countywide

Exhibit "B"

The logo for CORE Business Interiors, featuring the word "CORE" in a bold, sans-serif font inside a square with a halftone dot pattern.

BUSINESS INTERIORS

Dear Gary and Carolyn,

I would like to thank you for this opportunity to reintroduce our firm, CORE Business Interiors. CORE is a full service design and contract furnishings dealership *headquartered in Fresno*. The owners and employees of CORE are your neighbors and friends, paying taxes and supporting the communities where we live; Fresno, Tulare and Kern counties.

As you will see in the enclosed material, CORE has proposed Haworth products for this bid. The County has invested over 20 million dollars in Haworth products and we believe Haworth provides the quality standards, warranty and breadth of line that has served Fresno County well for years. In fact many of Haworth's products are still in use at the County after more than 20 years of use... *Truly a testament to quality!*

- ***In-House Warehousing and Installation*** – The owners of CORE also own their own warehousing and distribution company, CREW Modular Installations. This allows us the flexibility to adjust schedules to best fit client needs as well as maintain quality control over the entire project.
- ***Custom Capabilities*** – We work with a number of clients across a number of industries which gives us a unique perspective. This knowledge allows us to craft unique solutions to our clients often challenging needs. Our client partnerships move well beyond just furniture.
- ***Local Team Equals Fast Response*** – Projects require a team that is available for on-site needs and who bring true value to construction and project meetings. At CORE we know that not all solutions can be handled by phone or by third party through just a sales associate. This is why your entire project team is available for on-site work and evaluation as the project progresses.
- ***Community focused*** – At CORE our mission includes giving back to all of the communities we service. The majority of our charities are children and education focused. You can learn more by going to our website and clicking on the "Feed Your CORE" tab.

Finally, it is my desire that we have expressed our capabilities to not only earn your business now but to become a trusted partner for years ahead. Thank you again for your consideration of CORE Business Interiors.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea Benson".

Andrea Benson

Vice President, CORE Business Interiors

Exhibit "B"

Quotation No. 17-065

COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: 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 County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including

elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (7.975%). Please indicate as a separate line item if applicable.
- B) DO NOT include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

Exhibit "B"

Quotation No. 17-065

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs 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 this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. 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.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Exhibit "B"

Quotation No. 17-065

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the CAO within seven (7) working days after Purchasing's notification.

If the protesting bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal is going to the Board.

19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other

applicable laws shall be employed in the performance of the work hereunder.

- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation

Exhibit "B"

Quotation No. 17-065

unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

Exhibit "B"

TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES	3
BIDDING INSTRUCTIONS.....	4
PARTICIPATION.....	12
DIR ACKNOWLEDGEMENT	12
PREFERENCE CERTIFICATION LOCAL VENDOR AND/OR DISABLED VETERANS BUSINESS ENTERPRISE	15
REFERENCE LIST.....	17
BIDDER QUESTIONNAIRE	18
SPECIFICATIONS	19
QUOTATION SCHEDULE.....	21
QUOTATION SCHEDULE.....	23
ADDITIONAL COST INFORMATION.....	25
CHECK LIST	28

Exhibit "B"

Quotation No. 17-065

Page 3

KEY DATES

RFQ Issue Date:	March 22, 2017
Deadline for Written Requests for Interpretations or Corrections of RFQ:	April 6, 2017 at 9:00 A.M. Questions must be submitted on the Bid Page at <i>Public Purchase</i> .
RFQ Closing Date:	April 24, 2017 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

Exhibit "B"

Quotation No. 17-065

Page 4

BIDDING INSTRUCTIONS

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will furnish Modular Furniture Systems, including design and space planning services, modular product, delivery and installation on an as needed basis.

The County may require a mock-up workstation to be determined at a later date.

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference do apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

ISSUING AGENT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by April 6, 2017 at 9:00 A.M., cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Carolyn Flores at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: Award will be made to the vendor(s) offering the services, products, prices, delivery and system deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing. **The County reserves the right to award to multiple vendors.**

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

AUTHORIZED CONTACT: All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

Exhibit "B"

Quotation No. 17-065

Page 5

CODES AND REGULATIONS: All work and material to conform to all applicable state and local building and other codes and regulations.

NUMBER OF COPIES: Submit **one (1) original and two (2) copies** of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

FIRM QUOTATION: All quotations shall remain firm for at least 180 days.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

LITERATURE: Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Bidder agrees to accept for full credit any merchandise sold by him on contract or award resulting from this bid, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

QUOTATION REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

Exhibit "B"

Quotation No. 17-065

Page 6

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

EXCEPTIONS: Identify with explanation, any terms, conditions, specifications or stipulations of the RFQ with which you CAN NOT or WILL NOT comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be delivered to the ordering department. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

Exhibit "B"

Quotation No. 17-065

Page 7

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

MATERIALS TO BE NEW: All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

Exhibit "B"

Quotation No. 17-065

Page 8

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

SB 854: California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. Please refer to <http://www.dir.ca.gov/PublicWorks/PublicWorksSB854.html> for more information.

This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects.

Contractor must submit verification of DIR registration with their quotation. Failure to submit verification may result in their quotation being considered non-responsive.

PREVAILING WAGES: The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by Contractor or by any subcontractor under Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Contractor and each subcontractor shall keep an accurate record showing the names, address, social security number, work classification, straight time and overtime hours worked each day and week, and the

Exhibit "B"

Quotation No. 17-065

Page 9

actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the Contractor or subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

Contractor shall provide the Certified Payroll Records for each pay period within ten (10) days, as required herein, to the **County of Fresno**. In the event Contractor fails to provide the Certified Payroll Records within the allotted time frame, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to **Fresno County Purchasing, 4525 E. Hamilton Avenue, 2nd Floor, Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not

Exhibit "B"

Quotation No. 17-065

Page 10

contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

SUBCONTRACTORS:

List all subcontractors that would perform installation of product and state contractor's license number and class.

CREW Installations

Class C61-D34 #1003491

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

Exhibit "B"

Quotation No. 17-065

Page 11

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

Exhibit "B"

Quotation No. 17-065

Page 12

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

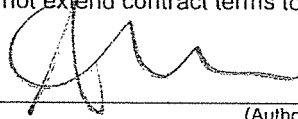
The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.



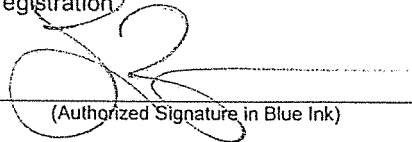
(Authorized Signature in Blue Ink)

Andrea Benson Vice President

Title

DIR ACKNOWLEDGEMENT

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.



(Authorized Signature in Blue Ink)

Lisa Zimmerman, President CREW Instalations

Title

10002177

DIR Number

Exhibit "B"

COUNTY OF FRESNO LOCAL VENDOR BID PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE

The Local Vendor and Disabled Veteran Business Enterprise Preferences apply to this RFQ.

Whenever the CAO purchases supplies, materials and/or equipment for the County through the use of competitive bids, the CAO, in evaluating the price or bid for such supplies, materials and/or equipment shall determine if each bidder is a Fresno County Local Vendor (FCLV) and/or a Disabled Veteran Business Enterprise (DVBE). Bidders that are either an FCLV or a California State Certified DVBE may be granted a preference when determining the award of a bid. FCLV and DVBE, for the purposes of this section, are defined below.

A. Fresno County Local Vendor (FCLV)

1. The vendor has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the CAO; and
2. The vendor holds any required business license by a jurisdiction located in Fresno County; and
3. The vendor employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Fresno County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within Fresno County.

B. Disabled Veteran Business Enterprise (DVBE)

A vendor must be certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) as of the close of the competitive bid process in which they are participating. State certification as a DVBE is issued by the California Department of General Services.

Other Conditions

1. Any vendor claiming to be a FCLV as defined above, or a DVBE shall so certify in writing to the CAO. The CAO shall not be required to verify the accuracy of any such certifications, and shall have sole discretion to determine if a vendor meets the definition of a FCLV.
2. Any person or business falsely claiming to be a FCLV or DVBE under this section shall be ineligible to transact any business with the County for a period of not less than three (3) months and not more than twenty-four (24) months as determined at the sole discretion of the CAO. The CAO shall also have the right to terminate all or any part of any contract entered into with such person or business.
3. In the event that the CAO rejects a vendor's claim that they are a FCLV and/or a DVBE, and as such declares them to be ineligible, such vendor shall be entitled to a public hearing before the Board of Supervisors and a five (5) day notice of the time and place thereof.
4. This section shall not apply to contracts required by state or federal statutes or regulations to be awarded to the lowest responsible bidder or otherwise exempted from local preference.

Preferences

FCLVs and DVBEs that submit a bid within five percent (5%) of the lowest responsive and responsible bid will, under certain specified circumstances, qualify to submit a new bid within two County business days of County's notification. Such new bids must be in an amount less than or equal to the lowest responsive and responsible bid previously determined by the CAO. If the CAO receives new bids from qualifying FCLVs and/or DVBEs, he shall award the contract to the FCLV or DVBE that submits the lowest responsive and responsible bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the CAO. The lowest responsive and responsible bid shall be solely determined by the CAO.

Exhibit "B"

The CAO will consider the following four categories of bidder relative to the Fresno County Local Vendor Preference and the Disabled Veteran Business Enterprise Preference.

Vendor Preference Categories

- 1) FCLV – Fresno County Local Vendor as defined above.
- 2) DVBE – Disabled Veteran Business Enterprise as defined above; a DVBE is not also a FCLV unless specifically designated as such.
- 3) FCLV & DVBE – A vendor that is both a Fresno County Local Vendor and Disabled Veteran Business Enterprise as defined above.
- 4) VNP – Vendor No Preference; A vendor that is neither a Fresno County Local Vendor nor a Disabled Veteran Business Enterprise.

The following table identifies the various combinations of vendor preference categories that could be received in response to an RFQ. It also indicates when a vendor qualifies for a re-bid under either the FCLV or DVBE Preference.

The first column of the table identifies the Vendor Preference Category of the bidder that the CAO has determined to be the lowest cost, responsive and responsible bidder. Each vendor preference category is shown in the columns to the right. The table indicates when a vendor category qualifies for a re-bid relative to the low bid category in the first column (read left to right).

Low Bid Submitted by Vendor Preference Category	FCLV & DVBE	FCLV	DVBE (Not a FCLV)	VNP
FCLV & DVBE Award to Low Bid No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
VNP Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity
FCLV Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
DVBE (Not a FCLV) Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity

Applying the Preferences

In determining the award of a Request for Quotation (RFQ), the CAO will first identify the lowest cost responsive and responsible bidder, and award will be made to that vendor when such vendor is both a FCLV and a DVBE.

If the lowest such bidder is not an FCLV, it will be determined if the Local Vendor Preference and/or the DVBE Preference are applicable to other bidders. The preferences will then apply to bids submitted by FCLVs and DVBEs that are within 5% of the designated low bid. The vendors submitting bids that are within the 5% will be granted an opportunity to submit a new bid. It must be stressed that in the event of a tie between a FCLV and a DVBE that is not a FCLV, the FCLV shall take precedence in award of the contract. This condition is necessary to remain consistent with Fresno County Charter Section 12 (h), which specifically calls for a preference to local vendors.

When the lowest responsive and responsible bidder is a FCLV, other bidders who are both FCLVs and DVBEs will have the opportunity to re-bid.

When the lowest responsive and responsible bid is from a non-local DVBE, all FCLVs will be offered a re-bid opportunity.

Exhibit "B"

Quotation No. 17-065

Page 15

PREFERENCE CERTIFICATION LOCAL VENDOR AND/OR DISABLED VETERANS BUSINESS ENTERPRISE

The Fresno County Local Vendor Preference (FCLV) and the Disabled Veteran Business Enterprise Preference (DVBE) are applicable to this Request for Quotation as previously explained.

Qualified Vendors that desire consideration as a FCLV and/or a DVBE under this RFQ must complete the "Statement of Local Vendor Certification" and/or the "Statement of DVBE Certification", each is included below, and submit it/them as a part of their quotation. Late submittals of these certification forms will not be considered. Submission of either or both certifications will qualify the vendor for treatment as a local vendor or a DVBE for purposes of this RFQ only. The certification(s) made under this RFQ do not qualify the vendor for a preference under any other RFQ.

NOTIFICATION OF RE-BID

If a vendor's bid qualifies under the Fresno County Local Vendor Preference or the DVBE Preference, the vendor will be notified of his/her opportunity to re-bid. If so notified, the Vendor must submit his/her re-bid within two County business days of notification.

Notification will be issued by e-mail or Fax, whichever is preferred by the vendor. Notification to Vendor shall be considered complete upon County's transmission of e-mail or Fax. It will be the vendor's responsibility to check his/her e-mail or Fax messages for notification. The vendor's delay in retrieval of his/her notification will not alter the two (2) County business day period allowed for re-bid submission.

FCLV or DVBE TO COMPLETE:

Indicate ONE method for notification of re-bid opportunity by providing the appropriate e-mail address or Fax number. Submit this document as a part of your quotation.

andreab@corebusinessinteriors.com

E-Mail Address or Fax Number (Identify contact person)

Exhibit "B"

Quotation No. 17-065

Page 16

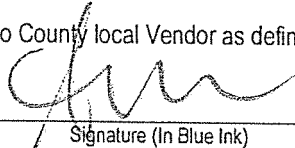
STATEMENT OF LOCAL VENDOR CERTIFICATION COUNTY OF FRESNO

Qualified local vendors desiring consideration under the Fresno County Local Vendor Preference must complete the following and submit with their quotation (print or type).

I, Andrea Benson, Vice President
(individual submitting bid) (title)

of/for CORE Business Interiors Certify that CORE Business Interiors
(Company Name) (Company Name)

Is a Fresno County local Vendor as defined within this RFQ and therefore qualifies for the Local Vendor Preference.

 Vice President 4/24/17
Signature (In Blue Ink) Title Date

Andrea Benson
(Print Name)

STATEMENT OF DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION

Qualified vendors desiring consideration under the Fresno County DVBE Preference must complete the following and submit with their quotation (print or type).

I, _____, _____
(individual submitting bid) (title)

of/for _____ Certify that _____
(*Company Name) (Company Name)

Is a Disabled Veteran Business Enterprise certified by the State of California and therefore qualifies for the DVBE Preference.

State of California DVBE Certification Number: _____

Signature (In Blue Ink) Title Date

(Print Name)

*Company name on file with the State of California DVBE program.

Exhibit "B"

Quotation No. 17-065

Page 17

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: CORE Business Interiors

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: Fresno County DSS Contact: Kent Luckin
Address: _____
City: Fresno State: CA Zip: _____
Phone No.: (559) 696-9791 Date: 2009- Present
Service Provided: _____
Modular Workstations for all of DSS buildings. Training room furniture and Ergonomic equipment
2000 + workstations have been provided.

Reference Name: Fresno County Behavioral Health Contact: Ed Moreno
Address: _____
City: Fresno State: CA Zip: _____
Phone No.: (559) 600-6806 Date: 2009-Present
Service Provided: _____
Modular Furniture for various buildings including the remodel of Sierra Building. 100 + workstations

Reference Name: PG&E Diablo Canyon Contact: Dan Blandford
Address: 9 W. Avila Beach
City: Avila State: Ca Zip: _____
Phone No.: (805) 556-5843 Date: 2009-Present
Service Provided: _____
Provided 100 + workstations for multiple buildings. Products include Haworth Compose and X-Series.

Reference Name: Tulare County Contact: Lori Looney
Address: 221 S. Mooney Blvd.
City: Visalia State: CA Zip: 93291
Phone No.: (559) 636-5245 Date: 2009 - Present
Service Provided: _____
Modular Workstations, reconfigures, seating. Provided all furntiure for HSA buildings and call center.
All workstation product is Haworth.

Reference Name: Merced County Public Works Contact: Robert Dinuzzo
Address: 715 Martin Luther King Jr Way
City: Merced State: CA Zip: 95341
Phone No.: (209) 385-7601 Date: 2009 - Present
Service Provided: _____
Provided workstations for multiple department buildings. Including Ergonomic products and seating
All workstation product is Haworth.

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

Exhibit "B"

BIDDER QUESTIONNAIRE

<p>1. List modular system manufacturer and line represented and indicate the number of years represented.</p> <p><i>Haworth Compose and X series storage.</i> <i>CORE has represented Haworth since its inception in 2009.</i> <i>CORE Ownership has represented Haworth for 25 years.</i></p>
<p>2. Does the bidder subcontract the installation of the modular systems?</p> <p><i>Yes, CORE subcontracts its labor to CREW Modular Installations.</i> <i>CREW is owned by the same ownership as CORE. Giving CORE the opportunity to manage CREW in the most advantageous way to the County.</i></p>
<p>3. List the subcontractor (if applicable) names and years of experience with the installation of the modular system.</p> <p><i>CREW Modular Installations is a Haworth certified Installation company.</i> <i>CREW'S Manager Mark Turgeon has worked with Haworth product for 20 + years.</i> <i>CREW'S Lead Installers have worked on Haworth product for 15 or more years each.</i></p>
<p>4. Number of employees experienced in design of modular systems and years of experience.</p> <p><i>CORE currently employs 8 full time designers. 3 Lead designers with 20 years of experience and 5 designers with 5 years or less of experience.</i></p>
<p>5. List the name(s) of the sales representative(s) that shall be assigned to the County of Fresno and their years of experience.</p> <p><i>Andrea Benson - 14 years experience and 10 years experience working with Fresno County.</i> <i>Wendi Holland - 20 + Years experience in Customer Service and 1 year of experience with Modular Furniture.</i> <i>Jennifer Edwards - Lead Designer for Fresno County - 20+ years experience and 12 of those years with Fresno County.</i></p>
<p>6. Does your firm have the capability to take delivery of product and/or store the product until the County is ready for installation? Please describe.</p> <p><i>Yes, CORE has access to an 8,000 sq ft warehouse through CREW that has been used to store product for Fresno County for various projects. It is located in the heart of Fresno County, near the airport.</i></p>
<p>7. How many days after receipt of order to install the product?</p> <p><i>Depending on the product's current lead times. Most products can be installed within 4- 8 weeks of receiving the PO.</i></p>

Exhibit "B"

Quotation No. 17-065

Page 19

SPECIFICATIONS

COMPLY
NOT COMPLY

I. PRODUCT

- A. All materials shall be new and free from defects.
- B. All projects shall be guaranteed against faulty installation and products for a minimum of ten (10) years after the products have been installed.

COMPLY

COMPLY

II. INSTALLATION/DELIVERY

- A. Provide all labor, materials, taxes, insurance, travel time, etc. as necessary to deliver and install all the ordered workstations, panels, components and hardware per the contractors supplied installation drawings. All components, materials and hardware must be set in place, completely assembled and functional.
- B. The County of Fresno will assign a County Coordinator to each project. The Contractor will be required to coordinate all deliveries and installation schedules with the County Coordinator.
- C. The Contractor will be required to assign a local representative to assist County departments in determining their product requirements. The Contractor shall provide updates and meet with County departments on an as needed basis throughout every project.
- D. Normal delivery and installation will be made at most locations Monday through Friday between 8:00 am and 5:00 pm. Off hour delivery and installations during weekends, evenings and holidays may be required.
- E. All cartons, packing materials, etc. are to be removed from the job site by the Contractor.
- F. It is the Contractors responsibility to check bill of lading, verify orders, inspect for damage and reorder as necessary at no charge to the County.
- G. The Contractor shall participate in a final walk-through inspection with the County coordinator.
- H. The contractor shall be current on all ADA Compliance requirements.
- I. The contractor is required to register with the California Department of Industrial Relations.

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

Exhibit "B"

Quotation No. 17-065

Page 20

COMPLY
NOT COMPLY

III. DESIGN/SPACE PLANNING

- A. Contractor shall work with various County departments to help determine their needs by meeting with them to gather information and develop a space plan based on their needs and economic constraints.
- B. Upon satisfaction and approval by the department the Contractor will provide a preliminary scope of work including detailed plans, drawings specifications and associated costs for each project.
- C. For modular system projects an itemized list of products must include a complete product description, product number and quantity, the list price of the product, the discounted price and the extended price and applicable percent discount. Installation must be itemized separately with the hourly rate and the total number of hours to complete the project. The County installation address must also be noted.
- D. Space planning services will only be billed to the County if the project required the contractor to provide drawings, drafting and meetings and then the project was not accepted or was no longer needed.

COMPLY

COMPLY

COMPLY

COMPLY

Exhibit "B"

Addendum No. ONE (1)
Request for Quotation Number: 17-065
March 22, 2017

Page 21

REVISED QUOTATION SCHEDULE

	<u>COMPLY</u>	<u>NOT COMPLY</u>
6' X 7' footprint priced in a cluster of four (4) workstations (see drawing.)		
I. PANELS		
A. Frame and title with 3" minimum overall panel thickness.	<u>Comply</u>	
B. Height between 64" – 68".	<u>Comply</u>	
C. Tiles to be monolithic fabric/tackable with base grade selection.	<u>Comply</u>	
D. Tiles extend to floor on exterior at aisleways/corridors.	<u>Comply</u>	
E. Include all connectors, hardware and trim to achieve a complete and finished appearance.	<u>Comply</u>	
F. Trim to be painted metal.	<u>Comply</u>	
G. Product line should have laminate, wood, steel and fabric tiles available.	<u>Comply</u>	
II. PANEL ELECTRICAL		
A. Power routing and access to be in the base raceway of panels.	<u>Comply</u>	
B. Wiring configuration to be 8-wire 3-circuit or 4-circuit.	<u>Comply</u>	
C. Electrical components to be PVC-free (provide manufacturer compliance.)	<u>Comply</u>	
D. Provide a minimum of nine (9) outlets per workstation.	<u>Comply</u>	
E. All panels 30" and wider must support a minimum of two (2) receptacle outlets per side.	<u>Comply</u>	
F. Panel to include base tray to conceal power and data components above floor.	<u>Comply</u>	
G. No jumpers or pass-through of power permitted.	<u>Comply</u>	
H. Include one (1) hard-wire base power in-feed to accommodate all available circuits in workstations.	<u>Comply</u>	

Exhibit "B"

Addendum No. ONE (1)
Request for Quotation Number: 17-065
March 22, 2017

Page 22

III. WORK SURFACES

- A. 30"D X 72"W primary worksurface with 24"D X 54"W return.
- B. High pressure laminate surface with 1 ¼" thick 3mm edge. 1 ¼" thick top (no Thermafused or T-Mold edges allowed.)
- C. Scallops/grommets along back edge for wire management.
- D. All necessary support hardware to be included in price.
- E. Base laminate to be specified.

Comply

Comply

Comply

Comply

Comply

IV. OVERHEAD STORAGE

- A. Panel mounted 14" – 15" high X 48" wide with hinged metal or laminate doors, locking (ADA compliant.)

Comply

V. PEDESTALS

- A. Mobile Box/Box/File, 22" – 24" deep, locking, full extension drawers, pencil tray, box drawer dividers and file compressor. Finish to be painted metal with proud style pull.
- B. Mobile File/File, 22" = 24" deep, locking, full extension glides, file compressors. Finish to be painted metal with proud style pull.

Comply

Comply

NOTE:

Approved Manufacturers/Products – please select:

- Allsteel – Stride Panels and Align Metal Storage
- Haworth – Compose Panels and X Series Storage
- Herman Miller – Canvas Walls Based Panels and Tu Storage
- Steelcase – Answer Panels and Universal Steel Storage

Exhibit "B"

Addendum No. ONE (1)
Request for Quotation Number: 17-065
March 22, 2017

Page 23

REVISED QUOTATION SCHEDULE

Fresno County Workstation – 6' X 7' footprint, priced in a cluster of four (4) workstations.

<u>Product Type</u>	<u>Manufacturer/ Product Line</u>	<u>List Price</u>	<u>Manufacturer Discount %</u>	<u>Actual Cost</u>
Panels and Supporting Components	Haworth COMPOSE	\$ 18,019.15	84.5%	\$ 2,792.95
Mobile Pedestals (8 Total)	Haworth X-Series	\$ 5,741.16	72%	\$ 1,607.52
Work Surfaces and Supporting Hardware	Haworth COMPOSE Adaptables	\$ 4,992.96	78.5%	\$ 1,073.52
Overhead Storage	Haworth COMPOSE Adaptables	\$ 4,623.92	78.5%	\$ 994.16
Power Base Feed and Receptacles	Haworth COMPOSE	\$ 751.90	84.5%	\$ 116.55
Subtotal for This Section	1.5% OFF LIST Discount	- \$511.94		\$ - 511.94
\$6,072.76				
Labor Rates				
		Prevailing Wage	Non- Prevailing Wage	
Master Installer		\$ 87.00	\$ 57.00	
Lead Installer		\$ 87.00	\$ 57.00	
Installer I		\$ 87.00	\$ 57.00	
Installer II		\$ 87.00	\$ 57.00	
General Installer		\$ 87.00	\$ 57.00	
Subtotal for Labor				\$ 696.00
Tax @ 7.975%				\$ 539.81
Total Cost for Completed Project				\$ 7,308.57

***Additional discount of 1.5% off of list will be offered for 180 days. This covers the price increase Haworth incurred in March 2017.

*** All Discounts off current list will apply for the entire contract period.

Exhibit "B"

CORE Alternate Option

Addendum No. ONE (1)
Request for Quotation Number: 17-065
March 22, 2017

Page 21

REVISED QUOTATION SCHEDULE

COMPLY
NOT COMPLY

6' X 7' footprint priced in a cluster of four (4) workstations (see drawing.)

I. PANELS

- | | |
|---|---|
| A. Frame and title with 3" minimum overall panel thickness. | <u>Comply</u> |
| B. Height between 64" – 68". | <u>Comply</u> |
| C. Tiles to be monolithic fabric/tackable with base grade selection. | <u>Comply</u> |
| D. Tiles extend to floor on exterior at aisleways/corridors. | <u>Not Comply</u>
<u>Laminate end panels were used</u> |
| E. Include all connectors, hardware and trim to achieve a complete and finished appearance. | <u>Comply</u> |
| F. Trim to be painted metal. | <u>Comply</u> |
| G. Product line should have laminate, wood, steel and fabric tiles available. | <u>Comply</u> |

II. PANEL ELECTRICAL

- | | |
|--|---------------|
| A. Power routing and access to be in the base raceway of panels. | <u>Comply</u> |
| B. Wiring configuration to be 8-wire 3-circuit or 4-circuit. | <u>Comply</u> |
| C. Electrical components to be PVC-free (provide manufacturer compliance.) | <u>Comply</u> |
| D. Provide a minimum of nine (9) outlets per workstation. | <u>Comply</u> |
| E. All panels 30" and wider must support a minimum of two (2) receptacle outlets per side. | <u>Comply</u> |
| F. Panel to include base tray to conceal power and data components above floor. | <u>Comply</u> |
| G. No jumpers or pass-through of power permitted. | <u>Comply</u> |
| H. Include one (1) hard-wire base power in-feed to accommodate all available circuits in workstations. | <u>Comply</u> |

Exhibit "B"

CORE Alternate Option

Addendum No. ONE (1)
Request for Quotation Number: 17-065
March 22, 2017

Page 22

III. WORK SURFACES

- A. 30"D X 72"W primary worksurface with 24"D X 54"W return.
- B. High pressure laminate surface with 1 ¼ thick 3mm edge. 1 ¼ thick top (no Thermafused or T-Mold edges allowed.)
- C. Scallops/grommets along back edge for wire management.
- D. All necessary support hardware to be included in price.
- E. Base laminate to be specified.

Comply

Comply

Comply

Comply

Comply

IV. OVERHEAD STORAGE

- A. Panel mounted 14" – 15" high X 48" wide with hinged metal or laminate doors, locking (ADA compliant.)

Not Comply
Slow close Overhead
included

V. PEDESTALS

- A. Mobile Box/Box/File, 22" – 24" deep, locking, full extension drawers, pencil tray, box drawer dividers and file compressor. Finish to be painted metal with proud style pull.
- B. Mobile File/File, 22" = 24" deep, locking, full extension glides, file compressors. Finish to be painted metal with proud style pull.

Comply

Comply

NOTE:

Approved Manufacturers/Products – please select:

- Allsteel – Stride Panels and Align Metal Storage
- Haworth – Compose Panels and X Series Storage
- Herman Miller – Canvas Walls Based Panels and Tu Storage
- Steelcase – Answer Panels and Universal Steel Storage

Exhibit "B"

CORE Alternate Option

Addendum No. ONE (1)
Request for Quotation Number: 17-065
March 22, 2017

Page 23

REVISED QUOTATION SCHEDULE

Fresno County Workstation – 6' X 7' footprint, priced in a cluster of four (4) workstations.

<u>Product Type</u>	<u>Manufacturer/ Product Line</u>	<u>List Price</u>	<u>Manufacturer Discount %</u>	<u>Actual Cost</u>
Panels and Supporting Components	Haworth COMPOSE	\$ 1,1060.70	84.5%	\$ 1,714.43
Mobile Pedestals (8 Total)	Haworth X-Series	\$ 5,741.16	72%	\$ 1,607.52
Work Surfaces and Supporting Hardware	Haworth COMPOSE Adaptables	\$ 6,648.75	78.5%	\$ 1,429.50
Overhead Storage	Haworth COMPOSE Adaptables	\$ 3,998.56	78.5%	\$ 859.68
Power Base Feed and Receptacles	Haworth COMPOSE	\$ 751.90	84.5%	\$ 116.55
Subtotal for This Section	1.5% OFF LIST Discount	- \$285.55		\$ - 285.55 \$5,442.13
Labor Rates				
		Prevailing Wage	Non-Prevailing Wage	
Master Installer		\$ 87.00	\$ 57.00	
Lead Installer		\$ 87.00	\$ 57.00	
Installer I		\$ 87.00	\$ 57.00	
Installer II		\$ 87.00	\$ 57.00	
General Installer		\$ 87.00	\$ 57.00	
Subtotal for Labor				\$ 696.00
Tax @ 7.975%				\$ 489.52
Total Cost for Completed Project				\$ 6,627.65

***Additional discount of 1.5% off of list will be offered for 180 days. This covers the price increase Haworth incurred in March 2017.

*** All Discounts off current list will apply for the entire contract period.

Exhibit "B"

Quotation No. 17-065

Page 24

Timeline of Project	
Meeting time after initial contact.	<u>1-3</u> days
Meeting to CAD drawings.	<u>3-5</u> days
Approved drawings to quote.	<u>3-5</u> days
PO to materials ordered.	<u>3</u> days
Receipt of materials to installation.	<u>1-5</u> days
Installation	<u>8</u> hours

Exhibit "B"

ADDITIONAL COST INFORMATION

A. MODULAR FURNITURE SYSTEMS Bidders are instructed to indicate modular furniture manufacturers represented and subsequent price discount. Successful bidder(s) will be required to provide manufacturers price list. Indicate any additional discount for volume purchases.			
<u>Manufacturer</u>	<u>% Discount Off Of List</u>		
<i>Please see attached</i>			
B. INSTALLATION All labor, materials (other than modular product), taxes, insurance, travel time, etc. as necessary to complete the project.			
1. Installation Rate (Monday-Friday 8:00 A.M.-5:00 P.M.)	Master Installer	\$ 87.00	Per Hour
	Lead Installer	\$ 87.00	Per Hour
	Installer 1	\$ 87.00	Per Hour
	Installer 2	\$ 87.00	Per Hour
	General Installer	\$ 87.00	Per Hour
2. Installation Rate (After Hours, Weekends, Evenings)	Master Installer	\$ 120.50	Per Hour
	Lead Installer	\$ 120.50	Per Hour
	Installer 1	\$ 120.50	Per Hour
	Installer 2	\$ 120.50	Per Hour
	General Installer	\$ 120.50	Per Hour
3. Installation Rate (Double Time)	Master Installer	\$ 154.00	Per Hour
	Lead Installer	\$ 154.00	Per Hour
	Installer 1	\$ 154.00	Per Hour
	Installer 2	\$ 154.00	Per Hour
	General Installer	\$ 154.00	Per Hour

Exhibit "B"



BUSINESS INTERIORS

	Discount Off List Tier 1 - \$1-\$500,000	Discount Off List Tier 2 - \$500,000 or more
Systems Products		
UniGroup Systems, UniGroup Tables	74%	77%
UniGroup Too Panels	74%	77%
Systems Adaptable Components	78.5%	78.5%
Places Systems, Places Tables	73%	76%
if Systems	70%	70%
Compose	84.50%	84.50%
Premise Systems, Premise Tables, Moxie	74%	77%
Seating Products		
Very Task	51%	
Accolade / Monaco	65%	
System 12 / Improv / Tag	65%	
Very Seating	57%	
X99	65%	
Zody	57%	
Look Seating	65%	
Cassis, Candor,	55%	
Lively	60%	
Hello, ToDo, Harbor Work Lounge, Openest, Galerie, etc	55%	
Fern Seating	50%	
Steel Storage Products		
X Series Peds	72%	
X Series Files/Casegoods	68%	
V Series Files/Peds	63%	
Beside Desking/Storage	63%	
A Series Storage	53%	
Wood Products		
Orlando, Vancouver, Tripoli, York, Masters	53%	
Suite	53%	

Exhibit "B"

CORE

BUSINESS INTERIORS

Tables and Technology		
Technology Products, Workware	55%	
Kinetics / Tempo / Tactics / Planes/Compose Wood	58%	
Hop, Jump, Jive, and Swivel	50%	
Modular Walls		
Enclose	55%	
Desking Benching Products		
Patterns, Reside Desking	53%	
Intuity, Active Components	53%	
Other Products		
JumpStuff / BoogieBoard / Belong	41%	
Haworth Collection (includes Lim & Brazo)	41%	
Poltrona Frau	15%	
Haworth Healthcare	57%	

Exhibit "B"

Quotation No. 17-065

Page 26

C. <u>DESIGN/SPACE PLANNING</u>	
All labor, materials (other than modular product), taxes, insurance, travel time, etc. as necessary to complete the project.	
1. Preliminary meeting to develop the scope of work and requirements.	\$ <u>80.00</u> Per Hour
2. Installation drawing and specifications.	\$ <u>80.00</u> Per Hour
3. Reconfiguration planning services only (no new product.)	\$ <u>80.00</u> Per Hour
4. Reconfiguration planning services only (with new product.)	\$ <u>80.00</u> Per Hour
5. Alternate cost proposal for all types of Design/Space Planning if project is not complete.	\$ <u>80.00</u> Per Hour

Exhibit "B"

Quotation No. 17-065

Page 27

D. <u>ADDITIONAL SERVICES</u> List any additional services available (i.e., fabric cleaning, work surface cutting, refurbishment maintenance program, etc.) and associated costs.	
Project Management: Site coordination, contractor meetings, field verification etc. Applies as needed for complex and large projects	Rate: \$90.00 hr
Fabric Cleaning : Steam cleaning of panels and seating. Teardown and/or move of proeuct would be quoted additionally at contracted labor rates. Prices include all set-up of equipment and cleaning supplies. Minimum quantities will apply.	Rate: \$21.00 per panel \$13.00 per chair
Worksurface cutting and banding. Billed at applicable hourly rate per contract. Grommet Cuts and installation, includes standard plastic grommet. Travel will be quoted separately at applicable hourly rate per contract.	Rate: \$42.50 per Grommet
Moving and relocation services for furniture. Quoted per project at applicable hourly rate per contract.	
Moving and reloaction services for personal items. Quoted per project at applicable hourly rate plus bins.	
Decommissioning, removal, disposal and recycling of old furniture products. Quoted per project at applicable hourly rate per contract.	
Office furniture maintenance services. Repair and refurbish, replace broken items, touch-up paint, cleaning, warranty assessment and repair. Quoted at applicable hourly rate per contract.	
Warehouse & Storage Quoted based on quantity, scope and storage requirments.per job.	

Exhibit "B"

Quotation No. 17-065

Page 28

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. All signatures must be in **blue ink**.
2. The Request for Quotation (RFQ) has been signed and completed.
3. **One (1) original and two (2) copies** of the RFQ have been provided.
4. Addenda, if any, have been completed, signed and included in the bid package.
5. The completed *Reference List* as provided with this RFQ.
6. The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
7. Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. The *Participation* page as provided within this RFQ has been signed and included
9. The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
10. *Bidder to Complete* page as provided with this RFQ.
11. Verification of Department of Industrial Relations Contractor Registration.
12. Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
13. Specification, descriptions etc. for items offered under bidder(s) quotation.
14. A description of the design and techniques that the bidder will use to complete the project.
15. Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No.	<u>17-065</u>
Closing Date:	<u>April 24, 2017</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Modular Furniture Systems (Purchase & Installation)</u>

Return Checklist with your RFQ response.