

**REIMBURSEMENT AGREEMENT BETWEEN THE EL DORADO HILLS  
COUNTY WATER DISTRICT/FIRE DEPARTMENT AND THE COUNTY OF EL  
DORADO**

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the El Dorado Hills County Water District/Fire Department, a municipal corporation (herein after referred to as "El Dorado Hills Fire Department").

**Recitals**

WHEREAS, County applied for a Fiscal Year 2007 Homeland Security Grant program ("Grant"), which receives funding for two distinct programs: the State Homeland Security Program ("SHSP"), the new Law Enforcement Prevention Program ("LETPP"); and

WHEREAS, County was awarded grant funds in the amount of \$401,693, which was included in the County Sheriff's Department Fiscal Year 2007-2008 budget; and

WHEREAS, Grant provides funding for planning, equipment, training, exercises and management/administrative costs; and

WHEREAS, County, as the Operational Area lead agency, will receive the grant funds, purchase and loan equipment to other participating agencies, or subgrant funds to the agencies to purchase equipment, and eventually transfer ownership of the equipment to participating agencies after grant audits are completed; and

WHEREAS, as required by the Homeland Security Grant, the County Board of Supervisors created an Approval Authority, representing the Cities of Placerville and South Lake Tahoe, Sheriff, and Fire Districts, on April 8, 2003, to distribute the Grant funds at the local level; and

WHEREAS, El Dorado Hills Fire Department is a local participating agency in the Fiscal Year 2007 Homeland Security Grant program; and

WHEREAS, the Approval Authority has agreed to disburse an amount not to exceed \$134,000 in SHSP grant funds to El Dorado Hills Fire Department, for El Dorado Hills Fire Department to purchase computer docking stations (hereinafter referred to as the "Equipment");

NOW, THEREFORE, County and El Dorado Hills Fire Department mutually agree as follows:

**ARTICLE I**

*Payment of Funds:* County will transfer to the El Dorado Hills Fire Department the sum of an amount not to exceed \$134,000 within thirty (30) days after El Dorado Hills Fire

Department presents an invoice to County for the Equipment. In no event shall County's obligation under this Agreement exceed \$134,000.

## ARTICLE II

*Use of Funds:* El Dorado Hills Fire Department will use the funds to be disbursed by County solely for the purchase of the Equipment. El Dorado Hills Fire Department is responsible for maintenance, repairs or any other costs incurred related to the equipment. El Dorado Hills Fire Department shall purchase the Equipment directly from the supplier and shall take title directly without title passing through the County. El Dorado Hills Fire Department will purchase the Equipment by January 31, 2009, and present the County with an invoice for payment. In the event El Dorado Hills Fire Department does not purchase the Equipment by May 31, 2009 and invoice the County by June 30, 2009, County's obligation for payment shall be null and void, and upon written demand by County, El Dorado Hills Fire Department shall return any funds it has received from County and not spent on the Equipment to County within thirty (30) days of mailing of written demand of County.

El Dorado Hills Fire Department shall submit to County its statement of the total sum of an amount not to exceed \$134,000, identical to Attachment "A" noting that the Equipment has been purchased. Such statement shall be signed under penalty of perjury by an authorized signatory of El Dorado Hills Fire Department.

## ARTICLE III

*Term:* This Agreement shall become effective when fully executed by both parties ("Effective Date") and shall expire when grant performance period expires, audits are complete and transfer of ownership occurs.

## ARTICLE IV

*Audit and Access to Records:* The County shall have the right of access to any books, documents, papers, or other records which are pertinent to the Grant, in order to make audits, examinations, excerpts and transcripts. For a period of three (3) years after the termination of this Agreement, El Dorado Hills Fire Department will keep and maintain an accurate financial account, in accordance with generally accepted accounting principles, of all funds expended by the El Dorado Hills Fire Department with respect to the Equipment. Such accounting records shall be available for inspection by the County's designee, during normal business hours at the offices of El Dorado Hills Fire Department, or the offices of its financial consultant.

## ARTICLE V

*Compliance with Applicable Law and Grant Requirements:* El Dorado Hills Fire Department has read and understands the Grant and will comply with and require any vendor of the Equipment to comply with all laws, regulations and guidance documents that apply to the Grant.

## ARTICLE VI

*Independent Liability:* El Dorado Hills Fire Department is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of the El Dorado Hills Fire Department's employees, associates, agents, and contractors, if any, in connection with the purchase of the Equipment.

## ARTICLE VII

*No Third Party Beneficiary:* Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

## ARTICLE VIII

*Termination:* County may terminate this Agreement in the event El Dorado Hills Fire Department becomes unable to substantially perform any terms or conditions of the Agreement. In the event of early termination of this Agreement, funds previously received from County, which have not been spent by El Dorado Hills Fire Department on the Equipment, shall be returned to County by El Dorado Hills Fire Department within thirty (30) days of termination.

## ARTICLE IX

*Notice to Parties:* All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Mail, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Director of General Services

or to such other location as the County directs.

Notices to El Dorado Hills Fire Department shall be addressed as follows:

El Dorado Hills Fire Department  
1050 Wilson Blvd.  
El Dorado Hills, CA 95762  
ATTN:

or to such other location as the El Dorado Hills Fire Department directs.

## ARTICLE X

*Indemnity:* The El Dorado Hills Fire Department shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the purchase of the Equipment or the use, operation and maintenance of the Equipment. This duty of El Dorado Hills Fire Department to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This obligation to defend and indemnify the County shall survive the expiration or termination of this Agreement and shall remain in full force and effect. Within thirty (30) days after the Effective Date of this Agreement, El Dorado Hills Fire Department shall provide proof in a form satisfactory to the County's Risk Manager of participation in a self-insurance program, or proof of insurance sufficient to meet El Dorado Hills Fire Department's defense and indemnification obligations herein.

## ARTICLE XI

*Change to Agreement:* This Agreement may be amended by mutual consent of the parties hereto. Said Amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## ARTICLE XII

*Administrator:* The County Officer or employee with responsibility for administering this Agreement is Jeff Neves, Sheriff, or successor.

## ARTICLE XIII

*Authorized Signatures:* The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

## ARTICLE XIV

*Partial Invalidity:* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XV

*Venue:* Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. El Dorado Hills Fire Department waives any removal rights it might have under Code of Civil Procedure Section 394.


ARTICLE XVI

*Entire Agreement:* This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

ARTICLE XVII

*Time is of the Essence:* The parties hereto acknowledge and agree that time is of the essence.

REQUESTING DEPARTMENT CONCURRENCE:

By:   
Jeff Neves  
Sheriff

Dated: 1/9/09

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

COUNTY OF EL DORADO:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Rusty Dupray, Chairman, Board of  
Supervisors

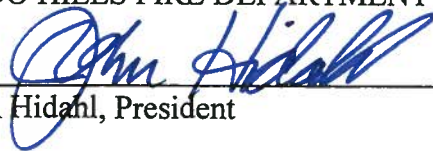
Attest:  
Cindy Keck, Clerk of the  
Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

EL DORADO HILLS FIRE DEPARTMENT

Dated: 1/02/09

By:   
John Hidahl, President

Attest:   
Connie Bair, Board Secretary

ATTACHMENT "A"

Dated: \_\_\_\_\_

Sheriff Jeff Neves  
Sheriff Department  
County of El Dorado  
360 Fair Lane  
Placerville, California 95667

Re: El Dorado Hills Fire Department  
Homeland Security Grant Equipment- Computer Docking Stations

Dear Sheriff Neves:

I certify that the El Dorado Hills Fire Department completed the purchase of computer docking stations. Attached is the receipt for this Equipment. Please remit the reimbursement at your earliest convenience.

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on the date written above in El Dorado County, State of California.

El Dorado Hills Fire Department

By: \_\_\_\_\_

\_\_\_\_\_  
(Print name & title)



# El Dorado Hills Fire Department

June 18, 2008

CDCE Mobile Computers  
Attn. Michael Brown  
22641 Old Canal Rd.  
Yorba Linda, CA 92887

Re: El Dorado Hills Fire Department Mobile Computer Mapping Project

Dear Michael:

In response to the El Dorado Hills Fire Department Mobile Computer Project Request for Proposal, CDCE submitted a proposal dated April 25, 2008. The El Dorado Hills County Water District (Fire Department) Board of Directors awarded the contract to CDCE at the May 21, 2008 Board Meeting. The El Dorado Hills Fire Department agrees to purchase the components of the system from CDCE as specified in the RFP with the following exceptions:

1. System specifications shall change to those specified in CDCE quotes 061808EDCF-1 and 061808EDCF-2, with appropriate changes in prices as specified in the aforementioned quotes.
2. Terms shall be net 30 days upon receipt of goods or services.
3. Items specified in quote 061808EDCF-1 shall be invoiced to El Dorado Hills Fire Department and items specified in quote 061808EDCF-2 shall be invoiced to El Dorado County OES.
4. Time frames as specified in the RFP shall commence as of this date (June 18, 2008).
5. All other specifications and limitations as specified in the original RFP document shall remain unchanged.

If you have any questions regarding this contract please feel free to contact me at 916-933-6623. Thank you for your response to the RFP and for the time you have invested in developing this project. I look forward to working with you throughout the term of this project.

Sincerely,

Dwight Piper, Battalion Chief  
El Dorado Hills Fire Department



# CDCE Inc.

22641 Old Canal Road  
Yorba Linda, CA 92887  
800-373-5353 fax 714-282-1501



Quote No. 061808EDCF-2

**Quote**

**Customer**

Name El Dorado Hills Fire ATTN: Dwight Piper  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone 916-439-5164

Date 6/18/2008  
Order No. \_\_\_\_\_  
Rep Mike Brown  
FOB Yorba Linda

Qty	CDCE PART #	Description	Unit Price	TOTAL
20	LED-DS.CF19.HGD		\$675	\$13,500
		CF-19 Vehicle Port Replicator, Dual Pass Through with Panasonic PCB		
100	LED-DS.CFX.V.HGD		\$715	\$71,500
		CF-30 Vehicle Port Replicator, Dual Pass Through with Ledco PCB,		
		Includes DC Power Adapter		
20	LED-DCPR.90		\$100	\$2,000
		CF-30 DC Power Adapter Barrel Lock for CF-19 Port Replicator		
		Invoice El Dorado County OES		
		ATTN: Tonya Donnelly		

**Terms and Conditions of Sale:**

1. All claims for shortage, damage, & shipping errors must be made within 7 days of receipt.
2. All Non-defective RMA's are subject to a 20% restocking fee and must be returned to CDCE within 21 days of invoice date.
3. All special order item sales are final.
4. All past due invoices will be charged at a rate of 2% monthly.
5. DOA Notebooks will be repaired or replaced in accordance with Manufacturer's terms.

<b>Subtotal</b>	\$87,000.00
Taxes (7.25%)	\$6,307.50
Shipping & Insurance	\$650.00
<b>TOTAL</b>	<b>\$93,957.50</b>



# CDCE Inc.

22641 Old Canal Road  
Yorba Linda, CA 92887  
800-373-5353 fax 714-282-1501



Quote No. 061808EDCF-1

**Quote**

## Customer

Name El Dorado Hills Fire ATTN: Dwight Piper  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone 916-439-5164

Date 6/18/2008  
Order No. \_\_\_\_\_  
Rep Mike Brown  
FOB Yorba Linda

Qty	CDCE PART #	Description	Unit Price	TOTAL
76	<b>CDC30/FCSADAM</b>		\$4,030	\$306,280
		CF-30 Intel Core 2 Duo Processor- 1.6GHz (Centrino), 13.3" Transmissive Touch XGA, 1GB RAM, 80GB HDD, WinXP SP2, 802.11a/b/g, Bluetooth, Emissive Backlit Keyboard, Verizon EVDO Rev. A, TPM 1.2, NO Optical Drive, Dual Pass Through Antenna (Upper WWAN/Lower WLAN)		
19	<b>CDC30/FCSACAM</b>		\$4,100	\$77,900
		CF-30 Intel Core 2 Duo Processor- 1.6GHz (Centrino), 13.3" Transmissive Touch XGA, 1GB RAM, 80GB HDD, WinXP SP2, 802.11a/b/g, Bluetooth, Emissive Backlit Keyboard, AT&T HSDPA, TPM 1.2, NO Optical Drive, Dual Pass Through Antenna (Upper WWAN/Lower WLAN)		
15	<b>CDC19/FHGADAM</b>		\$3,150	\$47,250
		CF-19 *Vista COA* Intel Core 2 Duo U7500 1.06Ghz (Centrino), 10.4" XGA Touch XGA, 1GB RAM, 80GB HDD, WinXP SP2, 802.11a/b/g, Bluetooth, Verizon Rev. A, TPM 1.2, NO Optical Drive, Dual Pass Through Antenna (Upper WWAN/Lower WLAN)		
5	<b>CDC19/FHGACAM</b>		\$3,225	\$16,125
		CF-19 *Vista COA* Intel Core 2 Duo U7500 1.06Ghz (Centrino), 10.4" XGA Touch XGA, 1GB RAM, 80GB HDD, WinXP SP2, 802.11a/b/g, Bluetooth, AT&T HSDPA, TPM 1.2, NO Optical Drive, Dual Pass Through Antenna (Upper WWAN/Lower WLAN)		
115	<b>SB20 4" - 15"</b>		\$6	\$690
		California Electronic Waste Recycle Act Fee for Monitors (4"-15")		
115	<b>CF-SVCLTNF3Y</b>		\$250	\$28,750
		Toughbook Protection Plus No Fault Warranty (3 Years)		
115	<b>CF-SVCTBRONZE</b>		\$60	\$6,900
		Initial Imaging, Asset Tagging, and Shipping		
38	<b>CDCVPKIT-6-V-0</b>		\$200	\$7,600
		Power Management System Enclides: Enclosure, Shutdown Timer, 6-Gang Fuse Block, and Ground Block.		
82	<b>CDCVPKIT-6-0-0</b>		\$90	\$7,380
		Shoreline Power Management System Enclides: Enclosure, 6-Gang Fuse		

B10 of 40

	Block, and Ground Block.		
120	<b>ANT-APG-W/L/G-W</b>	\$310	\$37,200
	AntennaPlus Navigator Tri-band (USB GPS Receiver, WWAN, WLAN) Antenna		
120	<b>CABLE USB REPEATER</b>	\$20	\$2,400
	USB 2.0 Extension- 5m		
100	<b>CDCEDCFEM/30</b>	\$375	\$37,500
	CF-30 Vehicle Mounting Hardware Kit for Truck/Engine/Ambulance		
20	<b>CDCEDCFEM/19</b>	\$525	\$10,500
	CF-19 Vehicle Mounting Hardware Kit for Truck/Engine/Ambulance		
120	<b>Installation</b>	\$900	\$108,000
	Complete On-Site Installation of CF-30, Mounting Hardware, Antennas, Power		
	Management System, Complete System Test and Certification.		
	(Includes Travel and Per Diem)		
	<b>Invoice El Dorado Hills Fire Department.</b>		
	<b>ATTN: Dwight Piper</b>		
	<b>1050 Wilson Blvd.</b>		
	<b>El Dorado Hills, CA 95762</b>		

**Terms and Conditions of Sale:**

1. All claims for shortage, damage, & shipping errors must be made within 7 days of receipt.
2. All Non-defective RMA's are subject to a 20% restocking fee and must be returned to CDCE within 21 days of invoice date.
3. All special order item sales are final.
4. All past due invoices will be charged at a rate of 2% monthly.
5. DOA Notebooks will be repaired or replaced in accordance with Manufacturer's terms.

<b>Subtotal</b>	\$694,475.00
Taxes (7.25%)	\$44,053.54
Shipping & Insurance	\$4,350.00
<b>TOTAL</b>	<b>\$742,878.54</b>



## El Dorado County Mobile Computer Project

### RFP Comparison

Item	CDCE	PCS	Lehr/Dell
Computer CF-30 Verizon	4030	4096	3675 (Dell)
Computer CF-30 ATT	4100	4176	3675 (Dell)
CAL Waste	6	6	10
Dock	Ledco 675 or Ledco 715	Gamber 595?	Incl. ?
Install Hardware	Power Adap. 100 Staff Pwr. Mgr 200 Eng. Pwr. Mgr. 90 Ant./GPS 310 Cable 20 Hardware 375 Total 1005 or 895	Amb. 1215 Staff 1215 Eng. 1185 Timer 80	Hardware 175 or 260 or 324 Misc. Hardware 40 Timer 80 Travel 32-60 Ant. /GPS 375
Installation	900	925	425 510 595 765
Hard Drive Imaging	60	57	Unk.



# El Dorado Hills Fire Department

September 9, 2008

Tania Donelly  
El Dorado County Sheriff's OES  
1319 Broadway  
Placerville, CA 95667

Re: El Dorado County Mobile Computer Project

Dear Tania:

As a follow-up to our conversation this morning I am sending you the following information attached:

1. The Request for Proposal that was offered by the El Dorado Hills Fire Department for the purchase of mobile computers, mounting hardware, antennas and installation in apparatus throughout the county.
2. A brief comparison of the three bids that were received in relation to the RFP.
3. Staff reports to the El Dorado Hills County Water District (Fire Department) Board of Directors from the May 21, and June 18, 2008 Board of Directors meetings. These reports address various aspects of the project including approval of the bid from CDCE in response to the RFP. You will note that there were three bids received. We send RFP packets to five vendors, one opted out of responding and one did not contact us following receipt of the packet. All aspects of the staff report were approved by the Board at the respective meetings.
4. Copies of the entire bid packet from each of the responding bidders:
  - a. CDCE
  - b. Portable Computer Systems
  - c. Lehr Auto Electric/Dell
5. An updated bid from CDCE that was modified following award of the bid due to changing the mobile computers that would be used in the Ambulances included in the project. This change was due to a safety issue that was discovered after award. The size of the computers originally specified for the entire project created a possible issue of impeding on the passenger space in the ambulances. The new computer specified (CF-19) is smaller and can be installed in such a manner as to minimize exposure of the ambulance personnel. This change resulted in a change in the part specified for docking stations in the ambulance. This change affected a total of 20 of the installations.

B13 of 40

As we discussed this morning, I am greatly concerned with the change in position regarding the purchasing process for these docking stations. I discussed this in depth with Marty Hackett in June to verify that we did not need to go through a separate purchasing process. As you can see from the documentation, we have gone through the purchasing process as specified by our Agency, the bid has been approved and the product has been ordered. At this point, if we were to change the purchase agreement with CDCE it may jeopardize the bid and as a result the entire project. This project is primarily funded by an "Assistance to Firefighters" Grant from FEMA and has a specific time frame for completion. As we are well into the grant time frame and have had to deal with other delays, if we were to experience additional delays the project would not be complete on time and could be rejected by the Grant Agency. As this is a regional project, the agencies involved are unable to absorb the cost of the project without the grant. In addition, we have already begun the installation process and have received the first of the mobile computers as well as the servers and software for installation.

In June, Marty verified that because we had already followed the purchasing policy of our agency and the items to be paid for by the OES Homeland Security Grant were included in the RFP, we would not be required to go through an additional purchasing process. The amount for the docking stations was discussed at that time as being approximately \$87,000 plus tax and was agreed to as being acceptable to the Homeland Security Grant program.

Please advise me if there is any other information that you require to complete this process. I look forward to hearing from you and will do my best to get you the information that you need.

Sincerely,

A handwritten signature in black ink, appearing to read "Dwight Piper", written over the printed name.

Dwight Piper, Battalion Chief  
El Dorado Hills Fire Department

# **El Dorado Hills Fire Department Request for Proposal**

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## **Mobile Computer/Mapping Project**

**In conjunction with the following agencies:**

**Cameron Park Fire Department, Diamond Springs/El Dorado Fire District**

**El Dorado County Fire District, Fallen Leaf Lake Fire District**

**Garden Valley Fire District, Georgetown Fire District**

**Lake Valley Fire District, Latrobe Fire District**

**Meeks Bay Fire District, Mosquito Fire District**

**Pioneer Fire District, Rescue Fire District**

**South Lake Tahoe Fire Department**

**El Dorado Hills County Water District  
[El Dorado Hills Fire Department]  
Request for Proposal  
Mobile Computer/Mapping Project**

## **1.0 General Information**

### **1.1 Introduction**

In cooperation with the El Dorado County Fire Chiefs Association, this project was envisioned to enhance the ability for all involved agencies within El Dorado County to quickly and efficiently respond to emergency incidents, manage emergency resources and share incident and hazard information through the implementation of mobile data computers, mapping and pre-plan software, AVL (Automatic Vehicle Location), and connection to CAD (Computer Aided Dispatch) System.

Funding for this project is made available through the 2007 Department Of Homeland Security Assistance to Firefighters Grant. Due to the nature of this funding, The El Dorado County Mobile Computer/Mapping Project will need to satisfy budget, schedule and scope requirements as outlined by the AFG Grant. The grant requires that this project be substantially complete by January 3, 2009.

The AFG Grant Program requires that regional grants be submitted by a single agency which retains responsibility for implementation and payment of cost share for the grant. The El Dorado Hills County Water District, which operates the, El Dorado Hills Fire Department (hereinafter referred to as El Dorado Hills Fire Department, Department or EDHFD) is the applying agency for the grant and as such will be the Project Manager for this program. The Core Project Team is comprised of members of the EDHFD and individuals from representative agencies participating in the program. Cost Share has been agreed upon by all agencies involved and will be administered by the Project Manager. Oversight will be provided by EDHFD Administration and the El Dorado County Fire Chiefs Association.

### **1.2 Background**

El Dorado County is a diverse county extending from the foothills of the Sierra on the west to the Tahoe Basin on the east adjoining the Nevada Stateline. Fire and EMS services are provided by the fourteen participating agencies, in addition to CAL FIRE (California Department of Forestry and Fire Protection) and the United States Forest Service. Ambulance Service is funded and administered by two Joint Powers Authorities that contract with seven Fire Departments within the county to provide Advanced Life Support Ambulance service. These agencies are dispatched out of two dispatch centers, the CA FIRE ECC at Camino (West Slope) utilizing Northrop Grumman's Altaris CAD and the City of South Lake Tahoe Police Department (Tahoe Basin) utilizing Cyrun CAD. The City of South Lake Tahoe currently has a small number of mobile computers in place with connection to CAD for dispatch information and statusing



only. El Dorado Hills Fire Department currently utilizes 22 mobile computers with mapping and pre-plan viewing software with no connection to CAD for dispatch information or status of resources.

In 2007, the El Dorado County Fire Chiefs Association came together to pursue a grant to facilitate funding of mobile computers for the bulk of fire apparatus in the county. These mobile computers will provide the ability for all agencies involved to quickly access a common database of streets, parcels and other data to aid in rapidly responding to emergency incidents throughout the county. The involved agencies also desired to expand the ability to easily share pre-plan and hazard information between agencies, as well as update information quickly and easily across agency boundaries so that all emergency responders would be working from the same current set of information.

### **1.3 Project Overview**

The El Dorado County Mobile Computer Project will provide mobile computers with mapping and preplan viewing software to designated apparatus from all involved agencies within the county. It will also establish a connection to existing CAD systems for dissemination of dispatch information to field units, as well as allowing all users and dispatch personnel to view locations of apparatus within the county. In addition the project will provide the framework to build upon for future connection to CAD systems for two way data communication and status of field units.

This project has multiple functional requirements as specified in the Grant application:

1. Installation of 115 new mobile computers, with associated mounting hardware, docking stations, GPS and other required components in fire apparatus throughout the county.
2. Installation of 6 additional docking stations, GPS, and mounting hardware in additional apparatus.
3. Installation of 22 mobile data "air cards" to enable wireless communication in existing mobile computers.
4. Installation of a standardized mapping and pre-plan viewing software program in all mobile computers with the ability to access locally: County and other GIS data, aerial photo layers, topographic map layers, and pre-plan information.
5. Installation of servers and associated software at both dispatch centers to enable dissemination of dispatch information to field units and maintain connectivity between field units, as well as to allow dispatch personnel to view locations of field units (AVL).
6. Purchase of ARC GIS software and training for agency personnel to enable creation and update of GIS data.
7. Training of field personnel in use of all software and equipment.

While all of the above items are portions of the project, not all aspects are included in this Request for Proposals.

## **2.0 Administration**

### **2.1 Issuing Office**

- This Request for Proposal (hereinafter referred to as RFP) is being solicited by the El Dorado Hills Fire Department as a part of the El Dorado County Regional Mobile Data Computer Grant Program.

## 2.2 Information Requests

- Requests for information regarding the contents and requirements of this RFP shall be directed to:
  - Dwight Piper, Battalion Chief
  - El Dorado Hills Fire Department
  - 1050 Wilson Blvd.
  - El Dorado Hills, CA 95762
  - 916-933-6623 email: [dpiper@edhfire.com](mailto:dpiper@edhfire.com)
- Secondary Contact:
  - Sam Huffman, Battalion Chief
  - El Dorado County Fire Protection District
  - P.O. Box 809
  - Camino, CA 95709
  - 530-644-9630 ext. email: [huffmans@eldoradocountyfire.com](mailto:huffmans@eldoradocountyfire.com)

## 2.3 Submittals Due

- Responses with all required deliverables shall be received **NO LATER THAN 4:00 P.M., April 25, 2008**. Postmarks will not be acceptable.

## 2.4 Submittal Address

- Responses with all deliverables shall be mailed or delivered to:

El Dorado Hills Fire Department  
1050 Wilson Blvd.  
El Dorado Hills, CA 95762

- Exclusions: No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered.
- The original and 1 copy as well as a CD format copy of the response shall be mailed or delivered in a sealed package with the following information clearly delineated on the outside of the package:

Company Name  
Mobile Data Computer RFP

## 3.0 General Terms and Conditions

### 3.1 Late Responses

- Responses delivered after the time and date specified, whether delivered or mailed, **will not be considered** and will be returned unopened. It is the sole responsibility of the each respondent

to ensure that their submittals arrive at the El Dorado Hills Fire Department Administrative Office prior to the time and date specified.

### **3.2 Rejection of Proposals**

- The El Dorado Hills Fire Department reserves the right to accept or reject any or all proposals received in response to this solicitation. The Department further reserves the right to waive any informalities and/or minor irregularities in proposals received, if deemed to be in the best interest of the Department.

### **3.3 Proprietary Information**

- All submittals in response to this request become public record and become subject to public inspection. Any confidential information contained in submittals must be clearly identified as such to be treated as confidential or proprietary by the Department and then only to the extent allowable by the Open Records Act. Unrestricted disclosure of proprietary or confidential information by the proposer places it in the public domain. Proprietary or confidential information is defined by the Department to be any information that is not generally known to competitors and which may provide a competitive advantage. **Proposals in their entirety cannot be specified confidential or proprietary.**

### **3.4 Ownership of Materials**

- All materials submitted with regard to this solicitation become the property of the Department and will only be returned at the Department's option. The Department shall have the right to use all ideas or adaptations of the ideas contained in proposals received, subject to the confidential or proprietary limitation contained herein. Disqualification of any document does not restrict or eliminate this right.

### **3.5 Expenses**

- Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Department.

### **3.6 Sovereign Immunity**

- The El Dorado Hills Fire Department specifically reserves its right to sovereign immunity pursuant to California State Law as a defense to any action arising in conjunction to this agreement.

### **3.7 Venue**

- The laws of the State of California and the County of El Dorado, with any Rules and Regulations issued, prevail with regard to any contract documents, possible terms and conditions, disagreements, arbitration, or litigation.

### **3.8 Compliance with Laws**

- All proposals must comply with applicable federal, state, and county laws governing this procurement.

### **3.9 Amendments**

- Amendments to the RFP may be issued at any time prior to the time set for receipt of proposals.

### **3.10 Oral Statements**

- Oral statements by representatives of the Department or the responding company shall not modify or otherwise affect the terms, conditions, or specifications stated in this document. **All modifications to this request must be made in writing.**

### **3.11 Conflict of Interest**

- No official of the El Dorado Hills County Water District (Fire Department) and/or employee shall have interest in any contract resulting from this RFP. All District officials/employees with possible conflict must enact a public disclosure record.

### **3.12 Insurance Requirements**

- The successful bidder will be required to provide, at their own expense, without cost to the El Dorado Hills Fire Department the minimum insurance stipulated in Section 8.0 of this RFP.

### **3.13 Indemnification**

- The contractor shall defend, indemnify and save harmless the El Dorado Hills Fire Department, and all of its officers, employees, and insurers from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, person, or property on account of any negligent act or fault of the contractor, or of any contractor's agent, employee, sub-contractor or supplier in the execution of, or performances under any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Department growing out of such injury or damages.

### **3.14 Non-appropriation of Funds**

- The contractual obligation of the El Dorado Hills Fire Department under this contract is contingent upon the availability of funds appropriated from the FEMA Assistance to Fire Fighters Grant program. This grant has already been awarded and is currently funded.
- Final payment of the grant is dependent upon completion of the entire project as outlined in the Assistance to Fire Fighters Grant Application package and award paperwork. If for any reason failure by the Contractor to complete their portion of the work causes termination of the Grant, EDHFD shall not be held responsible for any further payment.

### **3.15 Independent Contractor**

- The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered employees or agents of the El Dorado Hills Fire Department; and the Department shall be at no time legally responsible for any negligence or other wrong doing by the contractor, its employees, or agents. The Department shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the Department shall not provide to the Contractor any insurance coverage or other benefits, including Workers Compensation, normally provided by the Department for its employees.

### **3.16 Contractor**

- The contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor and/or his/her authorized representative.

### **3.17 Employment Discrimination**

- During the performance of the contract, the Contractor agrees to the following:
  - The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
  - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - The Contractor shall, in the performance of this Contract, comply with all applicable Federal and State laws relating to wages and benefits, including prevailing wage provisions as applicable.

### **3.18 Taxes**

- The Department is not exempt from State retail sales tax. The RFP must include State sales tax.

### **3.19 Prices**

- In the event of a discrepancy between the prices stated in words and those in the figures of the RFP form, the words shall control.

### **3.20 Offers Binding 60 Days**

- Unless otherwise specified all formal offers submitted shall be binding for sixty (60) calendar days, following opening date, unless the bidder, upon request of the Department representative, agrees to an extension.

### **3.21 Assignment**

- The Contractor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval of the EDHFD, which may be withheld at the sole and absolute discretion of EDHFD.
- Contractor acknowledges that multiple agencies within El Dorado County are participating in this program and will be utilizing the equipment provided hereunder. Accordingly, notwithstanding the fact that EDHFD is the contracting party, each of the participating agencies shall be entitled to the warranty protections and maintenance provisions, etc., as if they were directly contracting with the Contractor.

### **3.22 Collusion Clause**

- Each bidder by submitting a proposal certifies that it is not party to any collusion action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected in there is any evidence or reason for believing that collusion exists among the proposers. The Department may or may not, at its discretion, accept future proposals for the same service or commodities for participants in such collusion.

### **3.23 Permits, Fees and Notices**

- The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

### **3.24 Termination of Contract**

- This contract shall remain in effect until any of the following occurs: (1) completion of services; (2) acceptance of services; and (3) for convenience terminated by either party with a written notice of cancellation stating therein the reasons for such cancellation and the effective date of cancellation.

### **3.25 Payment Schedule**

- Funding for this project is based on a draw system from the Assistance to Fire Fighters Grant and 20% cost share from all agencies involved.
- All agencies involved are party to a Memorandum of Understanding (MOU) specifying cost share and services/hardware received. Payments to EDHFD are subject to each agencies normal payment procedures.
- El Dorado Hills Fire Department shall be the agency disbursing funds to Contractor.
- Vendors shall submit a proposed payment schedule as part of their proposal. Payment schedule shall be based upon portion of project completed only. Prepayment shall not be included.

- A final payment shall be included to be paid only at final acceptance of entire project as specified in RFP.

## **4.0 Hardware Specifications**

### **4.1 Mobile Computer Requirements**

It is the intention of this RFP to provide Mobile Computers in Fire and EMS apparatus with the capability to utilize mobile mapping and pre-plan software. This requires the Mobile Computers to maintain connectivity to GPS, Wireless Broadband (Verizon or ATT) and Wi-Fi (802.11). When installed in the docking station (port replicator) it is required that all three modes of connection be provided with external antennae connection. When the computer is removed from the docking station it is required that connection be able to be maintained for Wireless Broadband and Wi-Fi via internal antennae. GPS functionality is not required when the Mobile Computer is not docked in the port replicator.

There will be a total of one hundred fifteen (115) mobile computers purchased as part of this contract.

Mobile computers specified in this proposal shall meet the following minimum requirements:

- Panasonic Toughbook CF-30 Ruggedized Laptop Computer (or equivalent) most recent version
- Windows XP Pro Operating System
- Intel Core Duo Processor L2400 or better
- 2 MB L2 Cache
- 1.66 GHz Processor or better
- Mil-Std 810-f Tested and Certified (to include protection from dust, heat, cold, moisture, and shock resistance)
- 80 GB Hard Drive
- Sealed, Emissive, Backlit Keyboard
- Sealed port and connector covers
- 1 GB RAM
- 13", 1024 x 768, Daylight readable, Touch Screen, 1000 nit min
- Internal Integrated 802.11 Wi-Fi Modem
- Internal Integrated Broadband Data Modem (ATT or Verizon as specified in **Appendix A**)
- Dual Pass through antennae connections to Port Replicator for Wireless Broadband (Verizon or ATT) and Wi-Fi (802.11).
- Compatible with external GPS
- Minimum 3 year warranty
- Optional full damage service plan
- Computers shall be delivered pre-imaged based upon EDHFD specifications
- Sufficient wiring and hardware to provide in-vehicle constant power and protection from the vehicle 12 volt power system

### **4.2 Port Replicator Requirements**

- Port replicator shall be Ledco , Gamber Johnson or equivalent
- There will be a total of one hundred twenty (120) port replicators (docking stations) purchased as part of this contract.

- Tested and certified to work with the appropriate mobile computer in the specified mobile application
- Resistant to dust, moisture, heat, cold and shock (Mil-Std 810-F or equivalent)
- Dual pass through antenna connections for 802.11 and Wireless (Cellular) Data, compatible with appropriate mobile computer
- Minimum of 3 additional USB connectors
- 1 VGA output
- 2 Serial ports
- Power connection to appropriate mobile computer
- Positive lock docking of mobile computer with Key Lock Security

#### **4.3 GPS Requirements**

- There will be a total of one hundred twenty (120) GPS units purchased as part of this contract.
- USB connection
- Designed to function under harsh mobile environment of specified installation
- Compatible with appropriate computer and wireless data transmission
- Must hold signal in low areas
- Rapid satellite acquisition in moving and fixed environment
- Low power consumption
- Must be configurable for automatic polling by defined increments of time and/or distance covered as set by system administrator

#### **4.4 Mounting Hardware Requirements**

- All mounting hardware shall be Ledco, Gamber Johnson or equivalent.
- There will be a total of one hundred twenty (120) hardware installations purchased as part of this contract.
- Swivel hardware shall be positive locking as appropriate to prevent movement of hardware into airbag deployment zones.
- Shall be sufficient to handle the weight of the equipment and operating conditions expected in emergency response apparatus both on and off road.
- Shall be sufficiently braced to prevent vibration based upon type of installation.
- Shall be adjustable for individual comfort and safety (access to keyboard, viewing angle, driver's field of view).
- Appropriate power conditioning/shut-off timers shall be installed according to the specific vehicle installation. This shall provide for power draw down upon vehicle engine starting and shut down of computers at a specified time frame to minimize battery draw for apparatus not typically connected to shoreline power. [See **Appendix A** for vehicles with shore line power attachment and those requiring power shut off timers.]

#### **4.5 Antennae Requirements**

- External Antennae (s) shall be provided and installed to allow for connection of GPS, 802.11 and Wireless (Cellular) Broadband Data.



- Antennae shall be ruggedized and capable of performance in the applicable emergency environment.

#### **4.6 Installation Requirements**

- One hundred fourteen (114) units to be installed in a combination of fire apparatus, medic units and command vehicles and shall be completed by date specified in project timeline. There will be one additional computer purchased with no installation for a total of one hundred fifteen (115) computers.
- Additionally there will be six (6) installations of docking station, GPS and mounting hardware, not including the mobile computer in back up apparatus.
- Installation shall be based on apparatus/equipment specified in **Appendix A**.
- A minimum of 1 year warranty on installation shall be included
- Installation shall be performed by vendor's employees local to Northern California. Contract employees may be allowed provided documentation of on-going relationship with installer is demonstrated with sufficient references to establish an on-going relationship with high quality outcome and satisfaction of customers.
- All installations shall be made in a neat and professional manner according to industry standards and in strict accordance with applicable codes and regulations. All equipment furnished shall be of standard manufacture. All work and material furnished shall be subject to inspection and approval by agency representatives.
- Since the continuous operation of this equipment is important and always of an emergency nature, it is critical that the successful bidder be in a position to render prompt parts and service support.
- Vendor to propose most cost effective and time conserving installation schedule, to include at a minimum one installation site in Western El Dorado County and one installation site in the South Lake Tahoe area. EDHFD and Project participants will provide a site acceptable to the vendor for installation and will work with the vendor to accomplish the agreed upon installation schedule.
- Installation will include all activities required to make the mobile computers and GPS devices operational including any antennae or power requirements.
- All installation work performed shall be in accordance with the laws and regulations of the U.S. Department of Labor, the State of California and the El Dorado Hills Fire Department policies.
- The contractor (or subcontractor) shall provide all the necessary personnel, tools, equipment, and transportation for the successful delivery and installation of all equipment provided.
- The contractor (and/or subcontractor) doing the installation shall be required to maintain liability and worker's compensation insurance and to provide a Certificate of Insurance indicating the coverage limits as outlined by the El Dorado Hills Fire Department naming the El Dorado Hills Fire Department as an Additional Insured. Insurance certificate is due 10 days after the award notification. The contractor shall bear responsibility for the safety of its workers and all others during the installation phases. (See Sec. 8.0)
- The contractor will be required to begin installation according to the approved Schedule for materials delivery to the installation location. The installation contractor shall be prepared at that time. The contractor shall ensure that all material and components are delivered to the proposed installation sites.
- The contractor is responsible, and shall provide all the hardware and supplies necessary for the proper and complete installation of the Mobile Computer Systems; this includes bolts, clamps, wire wraps, and other hardware as required.

- Equipment shall be installed in a neat and skillful manner, in accordance with good practice by competent technicians. Inspection and approval of all installations will be provided by personnel designated by the El Dorado Hills Fire Department. Such approval shall be limited in scope to the specific subsystem installation and shall not be construed to imply full acceptance of the system, or subsystem.

## **5.0 Cost Proposal Spreadsheet**

- The respondent must provide detailed costs for the scope of the work as defined in the project specifications. The respondents cost proposal must be itemized and include all costs (e.g. hardware, license fees, implementation training, travel and per diem, documentation, maintenance, hourly rates, third party business partner costs, etc.) associated with the scope of this project.
- The selected contractor shall provide at no additional cost a one year warranty on all materials and workmanship from the date of final acceptance – see Acceptance Testing Details. Proposers shall specify in their proposal the number of calendar days required to install the systems. Contract length will be taken into consideration in the vendor selection process.

## **6.0 System Acceptance Testing**

- Following the installation of all system components, mechanical performance and operational tests will be performed by the contractor, and supervised and approved by personnel designated by the El Dorado Hills Fire Department, to verify that the proper assembly, configuration adjustments and operation of the systems are in full compliance with these specifications.
- The test plan will be structured in the form of a checklist and/or questionnaire, which shall be completed as the contractor's and the Fire Department's designated representatives' conduct each element of the test plan. The contractor shall address system faults and/or operational deficiencies immediately.

## **7.0 Warranty**

- Equipment warranties will not commence until the Mobile Data Computer Systems with which that equipment is associated has been fully accepted by the El Dorado Hills Fire Department, as evidenced by a written notice of acceptance from the El Dorado Hills Fire Department.
- All equipment shall have a minimum of one (1) year warranty period, beginning after final acceptance, for parts, labor and travel to fixed sites for all equipment provided. A copy of provisions and terms of the proposed warranty shall be provided with the RFP. In addition, pricing for second and third year maintenance shall be provided in the cost RFP (after the one year warranty).
- The contractor shall warrant that the equipment provided under this specification will be suitable for the required service specified herein and that all articles furnished shall be free from defects in workmanship and material.
- Proposers shall include in their responses a list of all facilities or contractors that are authorized to perform warranty service on all equipment purchased as part of this project.
- During the warranty period, as directed by the El Dorado Hills Fire Department, the contractor shall perform all necessary corrective or preventative maintenance, support, or refurbishment,

including labor, travel, materials, and replacement components so as to keep the equipment or systems in good working condition.

- Proposers shall include in their response the cost for providing optional second and third year parts and labor contract maintenance separately for proposed equipment.
- The one-year labor and parts warranty period maintenance shall begin on the date of formal system acceptance. The contractor shall provide, with the warranty period, the necessary labor, parts, supplies, transportation, test equipment, and facilities to maintain the new supplier-provided equipment and software to the level of factory performance and within the requirements contained herein. The maintenance shall cover preventative maintenance, repair due to normal usage and emergency maintenance.
- All maintenance services shall be provided as part of the communications system without additional charge to the El Dorado Hills Fire Department for the warranty period of at least 12 months for labor and parts following the date of formal system acceptance.
- The additional second and third year contract maintenance period (if purchased) shall begin on the date that the warranty period expires. During this period, the maintenance requirements and conditions shall be identical to the warranty period maintenance described in this warranty maintenance section.
- The contractor shall provide competent, experienced personnel to execute the required maintenance tasks during the warranty period. All maintenance personnel shall be trained and experienced in standard communication industry practices. Personnel who perform maintenance on the system shall have completed all required manufacturer-approved training for that equipment. Said training, or appropriate refresher courses and evidence thereof shall be provided to the El Dorado Hills Fire Department.
- The contractor shall maintain one or more properly stocked, equipped, and staffed service facilities to maintain the equipment supplied under this RFP within one day's travel of the County of El Dorado, such that the Maintenance Response Time requirements in this specifications can be met.
- Routine warranty maintenance shall be performed during normal business hours.
- The Mobile Computer Systems are critical, thus warranty and extended maintenance must provide guaranteed response and restoration times on a 24-hour/7 day basis.
- The contractor shall respond within four (4) hours of the initial call and provide replacement parts and materials and qualified personnel to service the equipment at the site of work within one day after notification of equipment failure.
- Malfunctions that cannot be immediately or unequivocally diagnosed and pinpointed to a certain item of equipment or service will require the participation of all service suppliers until responsibility for the problem has been established. In no instance shall the failure to resolve the issue of responsibility relieve any supplier of the mutual obligation to restore system operability with the least impact on the availability of the system to the end user. The El Dorado Hills Fire Department reserves the right to adjudicate such matters after the fact and validate charges applicable to the provision of the contractor. The contractor shall be the sole point of responsibility to resolve all maintenance matters to the satisfaction of the El Dorado Hills Fire Department.
- Supplier's RFP responses shall provide a complete description of preventative maintenance and shall specify the frequency of preventative maintenance required for all proposed equipment and systems. Any remote administrative costs shall also be provided in the RFP responses. Each supplier shall provide the El Dorado Hills Fire Department in its response to the RFP the name,

location, and capabilities of service facilities that will provide any or all of the installation, service, and maintenance, both initial and continuing.

- Proposers shall demonstrate their ability to maintain all equipment in substantially that condition as furnished under this specification.
- The proposer shall provide a single toll-free phone number for all maintenance, repair, and emergency service requirements.
- The contractor shall certify that it maintains a stock of replacement parts for each item included in the equipment response and is capable of replacing such parts, assemblies, modules, and devices for such equipment included in the purchase as well as updating all appropriate software. In lieu of maintaining a stock of all parts, etc. the contractor shall specify how this requirement shall be met in order to maintain a reasonable response time to warranty and repair issues.
- In addition, the contractor shall certify that all replacement parts shall remain available to the El Dorado Hills Fire Department for a period of five (5) years following system acceptance.
- It is expected that the contractor's repair facility is equipped with the proper test equipment and instrumentation to perform required service, repair and maintenance.
- The equipment and services purchased by this contract shall be disbursed to multiple agencies within El Dorado County by agreement as specified in MOU between El Dorado Hills Fire Department and participating agencies. As part of this MOU, each agency will take ownership of and responsibility for a pre-determined number of computers and ancillary equipment. All warranties and service plans that are part of this Contract shall be transferable to the individual agencies that are party to these MOU's at no additional cost for the full term of all warranties and service plans.

## **8.0 Insurance Requirements**

### **8.1 Insurance Requirements**

- The successful contractor will be required to provide, at their own expense, without cost to the Department, the following minimum insurance;

**8.1.1** Commercial General Liability Insurance Policy with minimum combined single limits of (\$1,000,000 per occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

**8.1.2** Comprehensive Automobile Liability Insurance, which includes coverage of all owned, non-owned, and rented vehicles with a minimum of \$1,000,000 combined single limit for each occurrence.

**8.1.3** The require limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is a following form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the Department.

**8.1.4** All insurance shall be purchased from an insurance company licensed to do business in California that has a financial rating of B+ VII or better as assigned by the BEST Rating Company or equivalent.

**8.1.5** The policies shall be endorsed to include the Department and the Department's officers and employees as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the Department, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above. The Contractor shall provide a certificate of insurance to the Department as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect prior to the commencement of the Contract.

**8.1.6** Worker Compensation and Employer's Liability Insurance shall cover the obligations of the Contractor in accordance with the Workers Compensation Act.

**8.1.7** Professional Liability coverage shall be carried by the professional service provider with minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

## **9.0 Contract Period**

- The contract period shall commence upon award and approval by the El Dorado Hills Fire Department and run continuously through completion.
- It is the desire of the EDHFD to establish a relationship with a vendor to extend beyond the initial contract period. Each proposal shall include proposed terms for an ongoing contract between the contractor and EDHFD. The proposed terms shall include cost escalators and exceptions.
- Upon mutual agreement of both parties the contract may be extended for two (2) additional one (1) year periods. The extension period shall be for a total of three (3) years.
- This on-going contract option shall be available to all participating agencies and shall be arranged individually with the agency and the Contractor.

## **10.0 RFP Timetable**

- The following projected time table should be used as a guide for planning. The Department reserves the right to adjust this timetable as required during the course of the project. The guidelines of this timetable notwithstanding, the entire project has a final deadline as imposed by the Assistance to Fire Fighters Grant rules. All adjustments to the timetable are still under the restraints imposed by Grant rules.

### **10.1**

- **Opening Date for RFP Submissions** **Tuesday, April 1, 2008**
- **Final Closing Date for RFP Submissions** **Friday, April 25, 2008 4:00 p.m.**
  - All submissions must be received by 4:00 p.m. on the Final Closing Date at El Dorado Hills Fire Department, 1050 Wilson Blvd., El Dorado Hills, CA 95762. Postmarks will not be accepted.

- **Proposal Presentations** **Monday, April 28, 2008**
  - Each vendor will be allowed approximately ¼ hour to make an oral presentation to the Mobile Computer Project committee. The purpose of this presentation is to allow the individual vendor to elaborate on proposal details as well as to explain unique aspects of their proposal and/or company.
  - The proposal will be followed by a time for the committee to clarify any aspects of the proposal.
- **El Dorado Hills County Water District Board Meeting** **Thursday, May 1, 2008 (tentative)**
  - The EDHFD Board of Directors will hear recommendations by the committee and consider approval of the contract as well as other aspects of the total Mobile Computer Project.
- **Award of Contract** **Monday, May 5, 2008**
- **Project Completion Deadline** **Thursday, November 5, 2008**
  - All components of the project related to this RFP shall be completed by this date. Completion beyond this deadline will be subject to the penalties set forth in Section 10.2.

## **10.2 Non Performance Penalties**

- The contract will include specific penalties for non-completion within the time frames specified for project completion. Penalty amounts will be agreed upon prior to award of contract.

## **11.0 RFP Submission**

- Proposals shall include one original and one copy of the proposal along with one CD format disc of all proposal documents. Proposals will be accepted until April 25, 2008 at 4:00 p.m. Postmark, faxes, email proposals shall not be acceptable.

### **11.1 Submittals**

- Each proposal shall include the following:
  - Company/Supplier Qualifications
  - Detailed Product/Equipment description
  - Detailed Cost Spreadsheet as specified in Section 5.0
  - Proposed project timeline including: Installation schedule, Delivery Schedule, Payment Schedule.
  - Subcontractor Qualifications
  - Insurance Documentation
  - References
  - Warranty and Extended Service Plan Proposals
  - Any exceptions to RFP specifications
  - Any additional information necessary to meet the requirements of this RFP

## **12.0 Evaluation Criteria and Process**

### **12.1 Criteria**

- Responses to the RFP will be evaluated on the following major factors that are expected to be critical items for the success of this project. The criteria, at a minimum and not necessarily in this order, will be the basis for review of the written proposals.
  - Compliance with specifications
  - Additional features beyond minimum specifications
  - Warranty period coverage and type
  - Annual maintenance and support costs
  - Extended service plans available and cost
  - Product cost
  - Total cost of ownership
  - Advantageous superior design features
  - Delivery time/Completion schedule
  - Installation by Contractor or by Sub-contractor. Location of facilities.
  - References local to the Northern California area
  - References from similar projects

### **12.2 Proposal Presentations**

- Each vendor will be allowed to make an oral presentation based upon their proposal, to the El Dorado County Mobile Computer Project Committee. Presentations will be limited to ½ hour. The presentation may be utilized to explain/clarify components of the proposal, explain unique characteristics/qualifications of the company or superior design features of the equipment proposed that would warrant extra consideration for that vendor's proposal.

### **12.3 Contract Negotiations**

- Should the Department not be able to agree on the details of the contract with the top rated firm through good-faith negotiations, they will proceed to the next highest ranked firm and enter into negotiations.

### **12.4 Approval**

- After contract negotiations have concluded and a corresponding detailed contract developed, it will be submitted to the El Dorado Hills County Water District (Fire Department) Board for final approval.
- All successful respondents will be notified after the RFP is awarded. No information shall be released after the RFP due date until the announcement of an award is made by the Department.

### **12.5 Reference Evaluation**

- The evaluation team will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

<b>Qualification</b>	<b>Standard</b>
Overall Performance	Would you contract with this company again? Did they show the skills required for this project?
Timetable	Was the original Scope of Work completed within the specified time frame?
Completeness	Were the company's personnel responsive to the client needs; did their staff anticipate problems? Were problems solved quickly and effectively? Was the project completed to the standards outlined in the contract?
Budget	Was the implementation completed within the project budget? Are ongoing maintenance costs within original estimates?
Expertise	Was professional, expert services and support provided?
Relationship	Was the working relationship harmonious? Was the relationship based on mutual honesty, integrity and trust?
Satisfaction	Is the system performance meeting expectations? Was adequate technical support and training provided? Are replacement components readily available?

### **13.0 Supplier Qualifications and Information**

- Describe the unique qualities of your company that would be of value to the El Dorado Hills Fire Department should your company be selected to supply our Mobile Data Computers.
- Please provide general financial background of your company including: number of employees, number of years in business, annual sales, number of branch offices and nearest office to El Dorado Hills.
- Please describe your business relationship with the Department. If you are selected to supply equipment to the Department in the future what marketing model would be used? Describe authorized representatives or resellers, ordering process, service request process, and RMA process. Please indicate if the extended warranty is provided directly or through a third party.
- Please describe the unique qualities of the System or Service offered by your company that sets it apart from the service proposed by other suppliers.
- List at least three governmental agencies (preferably local to Northern California) to which your company has provided equipment and services similar to what is specified in this Request for Proposal. Include address and contact information.
- Describe in detail maintenance, support and warranty options that your company may provide as part of any purchase. Include standard and extended warranties, accidental damage warranty or service and whether such warranties are direct with the manufacturer or a third party.

### **14.0 Training**

- Describe training provided on system operation, maintenance and installation.



## **15.0 Subcontractor Approvals**

- The Contractor will submit for the Departments approval specific information on sub-contractors to be used for installation and local maintenance services. Information will include:
  - Name and address of sub-contractor
  - Work to be provided
  - Previous relationship to contractor
  - References

## **16.0 Materials and Labor**

- The contractor shall provide and pay for all materials and labor necessary for the execution and completion of the work, including delivery to the sites. Unless otherwise specified, all materials incorporated in the permanent work shall be new and shall meet the requirements of this specification. Workmanship and materials shall be of good quality.
- All materials furnished and work completed shall be subject to inspection by the El Dorado Hills Fire Department or its representatives. Such inspection shall not relieve the contractor of the responsibility of furnishing the best labor and materials in accordance with the specification. All equipment shall be of the latest technology standards in the industry field.
- If, within one year after acceptance, any material or work previous approved is later found to be defective, it shall be replaced without cost to the Department. Notwithstanding such inspection, the contractor will be held responsible for the acceptability of the finished work.
- The contractor shall promptly remove from the premises all materials and work condemned by the Department as failing to meet the contract requirements, whether incorporated in the work or not. The contractor shall promptly replace and re-execute his own work in accordance with the contract, without expenses to the Department and shall bear the expense of making good all work within a reasonable time or the Department may remove it and may store or dispose of said product.
- The Department may remove from the job site any employee whom the Department determines to be incompetent or undesirable.
- The Department will inspect all work and has the authority to stop work whenever necessary to insure proper execution of the contract. The Department Project Manager also has authority to reject all work and materials that do not conform to the contract, and to answer questions that arise in the execution of the work.

## **17.0 Risk of Loss**

- The contractor shall assume all risk of loss or damage to the equipment while it is at the supplier's storage or service facilities and while it is being shipped to the installation locations. The Department may take title of ownership when the equipment is delivered and secured at its final destination; however, risk of loss will remain with the contractor until the completed system is accepted by the El Dorado Hills Fire Department or designee.
- The contractor assumes full responsibility for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under the contract.

## **18.0 Inspection of Work**

- The El Dorado Hills Fire Department will provide sufficient competent personnel for the inspection of the work in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in this specification. Notwithstanding such inspection, the contractor will be held responsible for the acceptability of the finished work. The Department or its representative shall at all times have access to the work whenever it is in progress or preparation, and the contractor shall provide proper facilities for such access and inspection.

## **19.0 Safety Requirements**

- All employees of the contractor or sub-contractors, employed to work on a project for the El Dorado Hills Fire Department shall be instructed in and familiar with safety rules and regulations applicable to the nature of the work being performed under this contract. The contractor shall have sole responsibility to see that its employees and subcontractors are so informed and that they follow safety procedures.
- All proposers agree and warrant that services performed in response to this RFP shall conform to the standards declared by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event services do not conform to OSHA standards, the Department may require the services be redone at no additional expense to the Department.
- All employees of the Contractor or subcontractor shall comply with any additional rules, regulations or requirements imposed by EDHFD relating to work performed at Department facilities.

## **20.0 Change Orders**

- The El Dorado Hills Fire Department may authorize minor changes or alteration in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. If the contractor believes that any minor change or alteration authorized by the Department entitles them to an increase in the contract pricing; it may make a claim therefore as provided hereafter.
- Additional work performed by the contractor, without authorization of a Change Order approved by the Department, will not entitle it to an increase in the contract price.

### **20.1 Changes in Work**

- The Department, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract Documents.

### **20.2 Change Order**

- A Change Order is a written order to the awarded contractor signed by the Department, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the

**El Dorado County Mobile Computer Grant Project  
Staff Report, May 21, 2008**

In May of 2007, in cooperation with the El Dorado County Fire Chiefs, El Dorado Hills Fire Department applied for an Assistance to Fire Fighters Grant (AFG) from the Federal Government. This regional grant is a 20% cost share grant with the 20% share to be divided proportionally between all involved agencies. The project scope encompasses purchasing Mobile Computers for 115 Fire Engines, Ambulances and staff vehicles throughout El Dorado County as well as conversion of mobile computers at El Dorado Hills Fire to be compatible with the new system. Along with purchase of mobile computers will be implementation of an in vehicle mapping program with access to pre-plan information, aerial photography and connection to the Computer Aided Dispatch system at Camino ECC. This project is modeled after a similar program at Riverside County Fire in conjunction with the Cal Fire ECC in Riverside. In January of 2008, the El Dorado Hills Fire Department was awarded the AFG Grant in the amount of \$906,721. As the grant recipient, EDHFD is responsible for the 20% cost share which will be collected from all participating agencies. The completion date for the program is Jan. 3, 2009.

The project involves a number of different components. Each component was budgeted for within the Grant application. In addition to the AFG grant, additional funding has been designated from El Dorado County OES through the Department of Homeland Security Grant. This additional funding will be utilized for portions of the actual hardware (computer docking stations) costs. Following are reports on several components with a request for purchase authorization for each component.

**1. Purchase of GST Mapper Program.**

**Description:**

This program is modeled after the system currently in place in Riverside County. As El Dorado County currently contracts with CAL Fire for dispatching and CAD system, we are constrained by the limitations placed on us by the State IT provider. We have been informed by representatives from CAL Fire that while there are multiple different mapping and automatic vehicle location (AVL) programs on the market, since there is currently a program in place in Riverside and since there is no other direction in place for State CAD systems, the only Mapping/AVL program that they are willing to consider supporting is the program in use at Riverside. This program, GST Mapper, is currently working well in Riverside and has been met with positive response by field personnel. Due to limitations expressed by State IT personnel, we were not able to seriously consider any other mapping programs, including the Mapping Solutions product currently in use at El Dorado Hills.

The GST Mapper program is the software program that provides in vehicle mapping, access to aerial photography, topographic maps, and pre-plans, automatic vehicle location, and connection to CAD for population of call information to the mobile computers. As well, Camino ECC will have the ability to view location of field units through the GST Viewer program.

**Fiscal Impact:**

Purchase of the following:

137	GST Mapper Software License @\$450 each	\$61,650
1	GST Tracker Server Software (2 Seat Lic.)	\$18,000
1	GST Viewer (6 Seat Lic.)	\$12,000
	Annual Maintenance (20% of Software)	\$18,330
2	Remote Implementation (Camino and Tahoe) @ \$9000	\$18,000
2	On-Site Training @\$2,500 per day	\$ 5,000
	Sales Tax	\$ 7,102
<hr/> Total		<hr/> \$140,082.88

**Recommendation:**

Based upon the above information, with the limitation placed by CAL Fire IT, staff recommends authorizing the sole source purchase of the GST Mapper program and related components.

**2. Purchase of Mobile Computers, GPS, Mounting Hardware and Installation**

**Description:**

This program is entirely based on the ability to place ruggedized laptop computers in mounting hardware in emergency apparatus in the field. Currently EDHFD utilizes a fixed mobile computer in all of our Fire Apparatus. Due to the many complexities of the emergency environment there are specific considerations for mobile computers, including: screen brightness, size of unit, mil-spec test compliant, and history of use in the emergency environment. The Panasonic Toughbook Computer meets all of the requirements specified for our implementation. A Request for Proposal was submitted to multiple vendors, with specifications for the Panasonic Toughbook CF-30 or equivalent along with GPS, mounting hardware, docking stations and installation. Proposals were received from three vendors, with two of these bidding on Panasonic computers and one bidding on the new Dell Ruggedized Laptop. While a significantly less expensive option, the Dell computers did not meet all of the specifications in the RFP and the bid was removed from consideration due to size of the unit (safety issue), screen brightness and being a new product with limited history of use in the emergency environment.

The remaining bids were evaluated for cost, completeness/compliance with specifications, and vendor references. Both remaining bidders generally met the RFP specifications and received generally favorable references. In addition, CDCE received very favorable references from previous and current clients, referencing the high degree of attention to detail, prompt response to inquiries, ability to come in on time and under

budget, professional attitude, and the ability/willingness to deal with any issues that may come up. The bid amounts were adjusted to show that the cost for docking stations will be covered by separate funding from the El Dorado County OES grant. The proposal from CDCE also was the most complete, addressing all issues covered in the RFP as well as anticipating possible unforeseen needs as related to the project.

**Proposals:**

All proposals include: 115 mobile computers, 120 docking stations, GPS/Antennae, mounting hardware and installation. The following bids from PCS and CDCE have been adjusted to show cost without docking stations that will be purchased under separate funding (\$71,400 and \$85,800 plus tax respectively). The Dell bid was not adjusted for docking stations.

CDCE Mobile Computers	\$719,391.50 incl. tax
PCS Mobile Computers	\$707,646.00 incl. tax
Dell Computers/Lehr Auto Electric	\$609,891.00 incl. tax

**Recommendation:**

Based upon completeness of bid package, favorable references demonstrating the ability to address possible unforeseen issues, and that the PCS bid does not include power conditioning devices for all apparatus, Staff recommends award of the bid to CDCE Mobile Computers.

**3. IT Support Contract**

**Description:**

As this project is significantly complicated involving mobile computers, wireless and wi-fi connectivity, integration with existing CAD system, as well as multiple possible unforeseen issues, the Grant budget included funding for contracting with an IT person/company familiar with and capable of dealing with all aspects of the implementation of this project. Currently, at the direction of Chief Veerkamp and Chief Lacher (El Dorado County Fire District/President of Fire Chiefs Assoc.) we have been utilizing Christopher Cottingham of CRC Consulting during the research and development phase of the project. CRC Consulting contracts with El Dorado County Fire District and Diamond Springs El Dorado Fire District. Christopher has experience in implementation of mobile computer installations, NetMotion implementation and working with the CAL Fire ECC at Camino, and he is local to El Dorado County for easy access during the implementation of this project.

The AFG Grant budget included the equivalent of a ¾ time position for the one year duration of the project at \$65.00 per hour contract rate. It is not expected that we will utilize the entire budgeted amount for IT support, but this amount was included due to the extensive nature of the project.

**Fiscal Impact:**

Quotes for hourly contract rate:

CRC Consulting (Christopher Cottingham)	\$65.00 hour
Alliance Computers (Current EDH Contract)	\$125.00 hour

**Recommendation:**

Staff recommends approval of continuing the contract relationship with Christopher Cottingham through El Dorado County Fire District. Time/Costs related to this project will be itemized and billed to El Dorado County Fire District which will in turn bill EDHFD for any Grant project related time.

**4. Establish T-1 Line to Camino ECC**

**Description:**

One component of the mobile computer system proposed is connection via Cellular Data Service between mobile computers and the mapping program server at Camino ECC. To implement this connection requires a high speed connection between the ECC and the wireless provider. In addition due to the system linking with the State computer system, there is a requirement that this connection be secure. This requirement necessitates connection via a VPN or T-1 line. Following research by the project committee, it was determined that the wireless data service that best fit the needs of the system is the Verizon EVDO broadband mobile data system. This system provided the best coverage (compared with ATT/Cingular) for the majority of El Dorado County. After determining which provider would best meet our requirements, research was done on the most cost effective means of securely connecting the ECC and Verizon. This was done by comparing VPN and T-1 line connection and service costs from Verizon and ATT. There are initial hardware costs as well as on-going monthly service costs. The monthly service costs are reduced for annual contract customers versus month to month customers.

**Fiscal Impact:**

Verizon	T-1 Line	Hardware	\$4033	
		Monthly Service	\$1145	(\$13,735 yr.)
ATT	T-1 Line	Hardware	\$4033	
		Monthly Service	\$1599	(\$19,188 yr.)

**Recommendation:**

Staff recommends purchasing the required equipment and establishing an annual contract with Verizon wireless for T-1 line between Verizon and Camino ECC. The on-going cost of this contract to continue to be shared by participating agencies.

**5. Purchase of Aerial Imagery Data****Description:**

The mapping software included in this project has the ability to overlay map and other data on top of aerial photo images to enable emergency personnel to view exposures, adjacent hazards and terrain in the area of an emergency incident. The County of El Dorado Surveyors Office has previously contracted with an aerial imagery company to provide high resolution aerial images of the entire county. This high resolution data is available only from a single source and is current as of 2007. El Dorado County has already paid the bulk of the cost to create the data, giving us the ability to purchase the data for significantly less than the original cost of creating the data.

**Fiscal Impact:**

Digital Globe Imagery for El Dorado County	\$8900
Compression Fee	\$ 915
Compression Set-Up	\$ 150
Additional Licenses (14 for all agencies)	\$3487.75
Sales Tax	\$ 975.32
Total	\$14,428.07

**Recommendation:**

Staff recommends sole source purchase of aerial imagery data from Digital Globe.

## **6. Purchase of Servers for Mapping Program and Net Motion Program**

### **Description:**

The mapping program component of this project resides on computer servers located at the dispatch center (Camino ECC and City of South Lake Tahoe PD). These servers function as the interface between field units, the mapping program and the dispatchers. By moving from a stand alone mapping program as currently exists on EDHFD apparatus to a server based system connected to CAD we gain the ability to receive dispatch information direct to the mobile computers, automatic vehicle location information to all field units and dispatcher computer (not CAD), and provide the foundation for future expansion to a full mobile CAD client. In addition the Camino ECC would require a second server for the Net Motion program, for a total of three servers, two at Camino and one at SLT PD.

### **Fiscal Impact:**

Quotes were initially received from three vendors (Dell, HP, and IBM) which included costs for servers. Upon request for updated quotes no response was received from HP or IBM. The only price quote included is for Dell based on the updated quote for servers and hardware.

#### **Dell**

3 Servers at \$3951.87	\$11,855.61
1 Rack Mount and Hardware	\$ 1,190.00
2 UPS Systems @ 429	\$ 858.00
Sales Tax	\$ 1,008.01
Total	\$14,911.62

### **Recommendation:**

Staff recommends purchase of three servers, racks and hardware through Dell.