

**COUNTY OF FRESNO**  
**REQUEST FOR PROPOSAL**  
**NUMBER: 910-5401**  
**HVAC CHEMICAL TREATMENT SERVICES**

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Issue Date: November 30, 2015

Closing Date: JANUARY 7, 2016

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Nick Chin,  
phone (559) 600-7113 or e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us).

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 Proposals to:  
County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702-4599

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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)".

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

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( )

TELEPHONE NUMBER

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( )

FACSIMILE NUMBER

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E-MAIL ADDRESS

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SIGNATURE (IN BLUE INK)

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PRINT NAME

TITLE

PURCHASING USE: NC:ssj

ORG/Requisition: 8935 / 1321601087

## 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.

#### 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 (8.225%). 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.

#### 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

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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.

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.

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## 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](mailto: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 Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

## 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 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,

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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.

### 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

**County Administrative Policy No. 5** provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

**Management Responsibility:** It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

**Fresno County Administrative Policy No. 34** provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

**Definitions:** Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The

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request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

**Management Responsibility:** The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

## ADMINISTRATIVE POLICY NUMBER 71

### Prohibiting the Use of Public Funds for Political Advocacy

**Fresno County Administrative Policy No. 71** provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

**Policy Statement:** Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

**Management Responsibility:** Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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## OVERVIEW

The County of Fresno on behalf of the Internal Services Department / Facility Services Division is requesting proposals from qualified vendors to provide HVAC Chemical Treatment Services as specified herein.

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide HVAC Chemical Treatment Services for Open Condensing Water Systems–Cooling Towers, Steam Boiler Systems, and Closed Loops (Heating & Cooling).

At various County of Fresno facilities, the selected contractor(s) will be required to:

1. Provide all training and oversight required to ensure County Employees can safely and appropriately implement all treatment programs as designed/directed;
2. Chemically treat the water in steam boilers, open condensing water and all closed loop systems;
3. Conduct twice per month site service visits to test on all chemically treated systems (as made available by County of Fresno personnel), validate proper feed and control device operations and verify system protection is adequate;
4. Conduct bacteria testing on all open and closed loop cooling systems four (4) times per year;
5. Complete condenser water approach temperature calculations on all operating chillers during each site service visit;
6. Complete stack temperature versus boiler water temperature comparisons on all operating steam boilers during each site service visit.
7. Conduct mild steel and copper corrosion coupon studies on all systems where coupon racks are installed or will be installed and
8. Repair or replace dosage devices as needed.

### Project Delivery Method

The County intends to award the contract to one contractor, who will provide both services and materials (chemicals). However, the County reserves the right to award any combination of the services and materials (chemicals) to more than one contractor if it is deemed beneficial to the County.

All facilities covered under this agreement are as shown on the attached list (see Exhibit 2).

### Contractor Fees

The Bidder's proposal shall separate all material (chemicals) costs from all service related costs. The County's intent is to procure all labor, technologies, water treatment devices and materials (chemicals) from one contractor. However, the County may, to its advantage, award technologies, water treatment devices, and material (chemicals) to multiple contractors as unbundled separate entities.

Bidder's fees shall include all activities associated with training of County staff, reporting, lab testing, phone consultation, materials, taxes, delivery, etc. as specified in the Scope of Work in any one, combination of, or all categories listed above.

## KEY DATES

<b>RFP Issue Date:</b>	<b>November 30, 2015</b>
<b>Vendor Conference:</b> <i>Vendors are to contact Nick Chin at (559) 600-7113 if planning to attend vendor conference.</i>	<b>December 11, 2015 at 10:00 A.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702
<b>Deadline for Written Requests for Interpretations or Corrections of RFP:</b>	<b>December 16, 2015 at 10:00 A.M.</b> E-Mail: <a href="mailto:CountyPurchasing@co.fresno.ca.us">CountyPurchasing@co.fresno.ca.us</a>
<b>RFP Closing Date:</b>	<b>January 7, 2016 at 2:00 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702
<b>Site Inspection</b>	<b>Immediately following the Vender Conference.</b>

## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

**INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.**

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

\_\_\_\_\_  
(Company Name) Has submitted information identified as Trade Secrets in a separate marked binder.\*\*

\_\_\_\_\_  
(Company Name) Has **not** submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:

\_\_\_\_\_  
Signature (In Blue Ink) ( ) Telephone

\_\_\_\_\_  
Print Name and Title Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

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.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of 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 Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:  
(in blue ink)

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL**

Firm: \_\_\_\_\_

**REFERENCE LIST**

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

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

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

## 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. \* **Note: This form/information is not rated or ranked for evaluation purposes.**

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.

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(Authorized Signature in Blue Ink)

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Title

## GENERAL REQUIREMENTS

**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 proposal.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does not** apply to this Request for Proposal.

**RFP CLARIFICATION AND REVISIONS:** Any revisions to the RFP will be issued and distributed as written addenda.

**FIRM PROPOSAL:** All proposals shall remain firm for at least one hundred eighty (180) days.

**PROPOSAL PREPARATION:** Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

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.

**SUPPORTIVE MATERIAL:** Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal 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 8.225% regardless of vendor's place of doing business.

**RETENTION:** County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

**WAIVERS:** The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

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

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

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

**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.

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

**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.

**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.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP 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 proposal/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.

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

**ACQUISITIONS:** The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

**OWNERSHIP:** The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

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

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

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks should 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 proposal 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 RFP, or any competing RFP, 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.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

**ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED**

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

**SELECTION PROCESS:** All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

**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 venture, partner, or associate of the County. Furthermore, County shall have no right to control, 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.

**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.

**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.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, 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.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP 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 RFP. 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 RFP. 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.

**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 (3) 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 the County of Fresno, Internal Services Department – Facility Services, Attn: Fenix Batista, 4590 E. Kings Canyon, 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 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.

**AUDIT 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.

**DEFAULT:** In case of default by the selected bidder, the County may procure materials and 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.

**BREACH OF CONTRACT:** In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

**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.

**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. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599 and in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP 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 Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

\*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

**RIGHTS OF OWNERSHIP:** The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

## BIDDING INSTRUCTIONS AND REQUIREMENTS

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

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP 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. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, 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, 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.

**VENDOR CONFERENCE:** On December 11, 2015 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Nick Chin at County of Fresno Purchasing, (559) 600-7113, if they are planning to attend the conference.

**SITE INSPECTION:** 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.

**After a brief meeting at the Purchasing office, we will be departing to various sites that pertain to this project. It is essential that you contact Nick Chin so that the County is aware how many will be attending so that all will be accommodated.**

**NUMBER OF COPIES:** Submit **one (1) original and seven (7) copies** of your proposal no later than the proposal 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".

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than December 16, 2015 at 10:00 a.m. Questions must be directed to the attention of Nick Chin, Purchasing Analyst.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us).

**NOTE:** The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**SELECTION COMMITTEE:** All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

**PAYMENT:** The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

**CONTRACT NEGOTIATION:** The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

**NOTICES:** All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

**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](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

**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/Public-Works/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 proposal 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 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, Internal Services Department – Facility Services, Attn: Fenix Batista, 4590 E. Kings Canyon, Fresno, CA 93702. 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.

#### **BONDS:**

***Bonding Company Requirements:*** Each bond specified in this RFP (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248. Each bond specified in this RFP shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than B+ or a financial size designation of less than VIII. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

**NOTICE TO PROCEED:** Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

## 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.

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(Authorized Signature in Blue Ink)

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Title

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DIR Number

### SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing:

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### CONTRACTOR'S LICENSE:

Bidder must possess appropriate license for the project in accordance with current regulations/statutes.

The bidder shall possess a current State of California contractor's License, C55 (Water Conditioning) or a C36 (Plumbing). The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

Bidder possessing a C36 must demonstrate five (5) years of experience in water treatment

**Number and Class:** \_\_\_\_\_

**Date of Issue:** \_\_\_\_\_

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

## SCOPE OF WORK

### 1. General

The selected Contractor will be required to provide the necessary chemical treatment for HVAC systems at various County of Fresno facilities. Without limiting the generality of the foregoing, the selected contractor shall be required to:

- 1.1. Complete an assessment of the water treatment systems at all Fresno County buildings listed in Exhibit 2.
- 1.2. Provide all training and oversight required to ensure County Employees can safely and appropriately implement all treatment programs as designed/directed. Provide an annual training of new staff as directed by the County.
- 1.3. Chemically treat the water in steam boilers, open condensing water and all closed loops.
- 1.4. Conduct twice per month site service visits to test on all chemically treated systems (as made available by County of Fresno personnel), validate proper feed and water treatment control devices operations and verify system protection is adequate.
- 1.5. Conduct bacteria testing on all open and closed loop cooling systems four (4) times per year.
- 1.6. Complete condenser water approach temperature calculations on all operating chillers during each site service visit.
- 1.7. Complete stack temperature versus boiler water temperature comparisons on all operating steam boilers during each site service visit.
- 1.8. Conduct mild steel and copper corrosion coupon studies on all systems where coupon racks are installed or will be installed.
- 1.9. Repair or replace water treatment dosage devices as needed.
- 1.10. While the Contractor will be responsible for validating and verifying appropriate Treatment Program Design, Implementation & Control, County of Fresno Facility Service's technicians will perform all monitoring and control activities required for any/all systems as agreed upon, required and directed.
- 1.11. Contractor shall be responsible for removal and disposal of all empty drums and containers, as requested, and at no additional charge.

### 2. Initial Assessment

- 2.1. Within Forty-Five (45) days after issuance of a notice to proceed, the selected Contractor shall forward the following information to the appropriate County of Fresno Management Team:
- 2.2. Conduct initial water analysis of all systems of each building with the recommendations for remedial action. The initial water analysis shall include, but not be limited to, all parameters as spelled out in section "Chemical Standards" of this RFP. Describe the existing state of the treatment program for all systems. This description will serve as a "base-line" condition to help prioritize immediate corrective actions as well as a "milestone" to quantify and/or qualify all future improvements / advancements.
- 2.3. Provide Safety Data Sheets for all chemicals that will be used under this scope of work.
- 2.4. Provide a copy of the selected Contractor's spill and clean-up plan for all chemicals to be used by building personnel in the event of a spill.
- 2.5. Provide Sampling protocol for Legionella testing.

- 2.6. Provide a list of the condition of existing water systems equipment and recommendations for equipment replacement or system upgrade, and probable cost for each item the work.

### 3. Chemicals

The County has included specifications of water treatment chemicals that shall be the standard for the Ongoing Treatment of all Chemically Treated HVAC Systems. These products have been proven to achieve all performance criteria safely and effectively, while maintaining reasonable budget control. Alternates can be proposed, but must include a detailed explanation for each proposed alternate and the chemical formulation of each proposed alternate in percent by weight of product format (See Exhibit 1 for format). The County will review the proposed alternative(s) at submission and conduct a review to accept or reject the proposed alternative(s). Failure to submit a detailed explanation and the chemical formulation of each proposed alternate may result in the Contractor's proposal being deemed non-responsive.

The selected Contractor will be required to provide all chemicals as submitted and approved in the Cost Proposal. The County of Fresno will at any time (unannounced to the Contractor) have any/all of the chemicals supplied by the Contractor sampled and analyzed for specification compliance. The County of Fresno will at any time (unannounced to the Contractor) visit the Contractor's Blending Facilities to assure the raw materials as specified as being used in the Formulas as requested. If the chemicals provided by the Contractor do not meet the specifications submitted, the County reserves the right to terminate the Contractor's contract immediately on the grounds of failure to perform as specified.

### 4. Laboratory Testing

The selected Contractor shall have access to laboratory facilities capable of performing a complete range of analytical work to assist with monitoring, control and troubleshooting of the facilities' treated water systems. The laboratory facilities will be equipped to perform the following: water analyses, deposit analyses, corrosion coupon analyses, microbiological analyses, ion exchange resin analyses and metallurgical analyses. The selected Contractor will be required to submit a sample analytical report for each category listed above.

### 5. Response Team

The selected Contractor must maintain a twenty-four (24) hour, seven (7) day a week emergency response group staffed by employees who can be called for emergency information regarding chemical spills and/or accidents involving the Contractor's products. The Contractor shall submit the emergency phone numbers and a sample of documentation outlining instructions for reporting accidents and chemical spills.

### 6. Training Program

The selected Contractor shall provide operator training support that includes chemical testing, reporting and understanding chemical program's test results. The Contractor will be expected to offer training regarding the safe handling of chemical products. All training materials must be verified by submitting descriptive literature on content and structure of the programs.

### 7. Report

The selected contractor shall provide an annual report summarizing the quantity of each chemical formulation and service/labor hours provided for each of the facilities listed herein. This report is to be submitted to the Facility Services Supervisor.

### 8. Samples, Testing, and Service Intervals and Priorities

- 8.1. A report of all activities completed, test results and program evaluation findings as well as all corrective actions taken or still required must be delivered to each Facility Services' Technician and the Management Team as described in the Service Visit Report paragraph.

- 8.2. The Contractor shall draw samples from each Open Condensing Water System and Steam Boiler System as necessary, but not less than twice per month, with each Closed Loop (Heating & Cooling) being sampled once per month.

The Open Condensing Water shall be analyzed for, but not limited to, pH, Conductivity, Total Hardness, T-Alkalinity, Molybdate, Silica, and Chlorides.

The Steam Boiler Systems shall be analyzed for, but not limited to, pH, Conductivity, Total Hardness, P-Alkalinity, T-Alkalinity, OH- Alkalinity, Phosphate and Sulfite.

All Closed Loop HVAC Water Systems (Heating and Cooling) must be analyzed for Conductivity, pH, Nitrite or Silica (as determined by the assessment). An extra test will be conducted for Azole residual (if required per the initial assessment). Analyze the incoming makeup water for Chlorides, Total Hardness, T Alkalinity, Silica and Conductivity. The tests shall be performed on the site at the time the samples are taken.

- 8.3. The Contractor shall determine the Condenser Approach Temperature of all operating Chillers during each Site Service Visit. These Approach Temperatures must be documented on the Site Service Visit Report.
- 8.4. The Contractor shall compare the Stack Temperature with the Boiler Water Temperature of all operating Steam Boilers during each Site Service Visit. The results of these comparisons must be documented on the site Service Visit Report.
- 8.5. The Contractor will be responsible for inspecting all waterside surfaces as available and making adjustments to the water treatment devices (chemical and bleed) to control cycles of concentration at optimum levels. This shall be based on field inspection and analysis. Any adjustments to the devices shall be noted on all Site Service Reports.
- 8.6. All testing equipment shall be properly calibrated according to the manufacturer.
- 8.7. Any malfunctions with the chemical feed, bleed and/or critical equipment (i.e. but not limited to, cooling tower, steam boilers and closed loop water systems) shall be noted, with recommendations, on all reports that are submitted to the appropriate County of Fresno Personnel.
- 8.8. All Corrosion Coupon Racks available should have at least one (1) Mild Steel and one (1) Copper coupon installed and replaced such that coupons are evaluated every 90 days.
- 8.9. Inspect the water treatment devices as follows:
  - 8.9.1. Inspect feed lines for possible wear and/or cracks.
  - 8.9.2. Inspect chemical feed pump for leaks and proper feed rate.
  - 8.9.3. Inspect storage container and containment for possible wear and/or system leaks.
  - 8.9.4. Verify chemical supply in storage containers and replace chemicals as required.
  - 8.9.5. Calibrate and inspect controllers to prevent improper feed of product to your systems.
  - 8.9.6. Verify each product is properly labeled and MSDS information is available to maintenance personnel.
  - 8.9.7. Log all actions taken during visit.

**9. Chemical Standards**

**9.1. Cooling Towers**

- 9.1.1. The following chemical minimums are provided as standards for Cooling Tower treatment programs:

- 9.1.2. pH 6.5 – 9.0 (As in-house capabilities allow. Initial assessment may recommend a Soft Water Make-Up system)
- 9.1.3. Molybdenum 1-2 ppm
- 9.1.4. Silica 8 to 12 ppm above City Water
- 9.1.5. Conductivity <2500 mmhos (As in-house capabilities allow. Initial assessment may recommend a Soft Water Make-Up system)
- 9.1.6. Cycles 2.5 to 3.0 (As in-house capabilities allow. Initial assessment may recommend a Soft Water Make-Up system)
- 9.1.7. Heterotrophic Bacteria Counts 103 (1,000) Bacteria Colonies per Milliliter or less
- 9.1.8. Identify any upward trends in Condenser Approach Temperatures as potential Condenser Tube deposition/fouling issues. Identify all Chillers having a Condenser Approach exceeding 1.5 Of above designed Condenser Approach (according to Manufacturer's Published Design Approach) as potentially needing cleaning (the type/method and degree of cleaning to be determined upon visual inspection when Chiller is available to do so).
- 9.1.9. Mild Steel Corrosion Rates less than 2.0 mils per year; Copper less than 0.2 mils per year [Where corrosion coupon station is installed.]

**9.2. Closed Systems**

- 9.2.1. The following standard chemical minimums shall be maintained on Closed Systems:
- 9.2.2. pH 8.5-10.0
- 9.2.3. Nitrite as NaNO<sub>2</sub> 500-1000 ppm
- 9.2.4. Silica 30 to 40 ppm above City Water
- 9.2.5. Tolytriazole 3 to 5 ppm
- 9.2.6. Dispersant as needed
- 9.2.7. Heterotrophic Bacteria Counts 103 (1,000) Bacteria Colonies per Milliliter or less
- 9.2.8. Mild Steel Corrosion Rates less than 0.5 mils per year; Copper less than 0.2 mils per year. [Where corrosion coupon station is installed.]

**9.3. Steam Boiler Programs**

- 9.3.1. The following standard chemical minimums must be maintained on Steam Boiler Programs:
- 9.3.2. pH 10.5-12.0
- 9.3.3. Sulfite 30-60 ppm
- 9.3.4. Conductivity 3000-3500 mmhos
- 9.3.5. P Alkalinity 200-800 ppm
- 9.3.6. T Alkalinity 400-800 ppm
- 9.3.7. OH Alkalinity 200-700 ppm
- 9.3.8. Boiler Silica <150 ppm
- 9.3.9. Boiler Chlorides <500 ppm

9.3.10. Organophosphate 20 to 40 ppm (Palin Test)

9.3.11. Condensate pH 7.0 to 8.2

9.3.12. Identify any upward trends in the Stack Temperature verses Boiler Water Temperature Differential as potential Boiler Tube deposition/scaling issues. Identify all Boilers having a consistent Stack Temperature verses Boiler Water Temperature Differential exceeding 150 degrees F as potentially needing cleaning (the type/method and degree of cleaning to be determined upon visual inspection when Boiler is available to do so).

## 10. Equipment

### 10.1. Cooling Towers

10.1.1. All corrosion and scale control chemical shall be added by the use of an automatic proportional feeding electric chemical pump. The chemical shall be contained in a double-walled, self-contained tank (and/or Fresno County Approved Containment). All cooling tower systems shall be controlled via a "Bleed & Feed" strategy for chemical feed injection, and a conductivity type "bleed off" controller for a system bleed.

10.1.2. Bleed control shall be accomplished by activating an electrical solenoid or motorized valve with a signal generated by an electrode controlled conductivity controller.

10.1.3. The piping associated with the solenoid valve shall be hard drawn copper or schedule 80 PVC, and shall be sized for a pressure drop of no more than eight feet of water per One hundred (100) foot of length, and shall be piped to the nearest code acceptable drain. Hard drawn copper shall be anchored every five (5) feet. PVC shall be anchored every three (3) feet.

10.1.4. Other methods of chemical feed must be capable of regulating feed in response to variable water losses such as evaporation, wind age and leakage must be approved by County's Office of Environmental Health and Safety, or other appropriate County agency.

10.1.5. All devices shall be interlocked, requiring operation only when the condenser water pump is in operation. This shall be accomplished by the use of flow switch, or electrical interlock to the load aide of the auxiliary contacts of the pump starter.

### 10.2. Closed Systems

10.2.1. All closed systems chemical treatment may be added by either the use of an electrical automatic proportional feeder pump or a chemical bypass feeder of the size specified in the original mechanical prints, or as directed by the Office of Environmental Health and Safety.

10.2.2. Chemical treatment fed using a bypass feeder shall not have a capacity of less than two (2) gallons.

### 10.3. Steam Boilers

10.3.1. Chemical treatment shall be added to a steam boiler by the use of an electric automatic proportional feeder pump.

10.3.2. Treatment will be provided for the prevention of scale, corrosion and oxygen pitting on the waterside of each boiler. Treatment and recommendations will be included for the wet storage of inactive boilers.

10.3.3. Where the steam from the boiler directly comes in contact with food, the chemicals used as boiler water additives shall meet the FDA requirements (CFR 173.310).

## 11. Water Treatment Devices New/Repairs/Replacements

11.1. During the contract period, if any water treatment device malfunctions and requires replacing or repairing, a written notice must be forwarded to County of Fresno. This notice shall include the following information: the name of the building, the type of equipment affected, recommendations for

repair/replacements, the availability of the part/device and the cost. No device shall be repaired/replaced without the expressed written permission of County of Fresno. Failure of the contractor to notify the County of Fresno of any faulty equipment does not eliminate the contractor's responsibility to treat the water.

- 11.2. All water treatment devices that are new or replaced, during the beginning period and for the duration of the contract, shall be universal, not proprietary equipment, standardized when possible and subject to the approval of the County of Fresno.
- 11.3. All newly purchased water treatment devices shall have at least a one year manufacturer's warranty. If a replacement part does not carry a warranty, confirmation of such shall be submitted to the County of Fresno.
- 11.4. When new water treatment devices are installed, the selected contractor shall label devices with the company name and the date installed. This shall be done with a sticker type label and protected from damage.
- 11.5. When systems (i.e. cooling towers and etc.) are taken out-of- service for complete replacement, the County of Fresno shall not be invoiced for the services at the site. The County of Fresno will notify the selected contractor of any system replacements in a timely manner to allow the contractor to delete the removed equipment from the normal service schedule.
- 11.6. All chemical feed devices shall be properly maintained by the selected contractor.

**12. Definition of Operating Season**

**12.1. Cooling Towers**

- 12.1.1. Cooling towers will be in start-up operation approximately on March 15th of each year. County of Fresno has cooling towers that are in operation for all twelve months. These systems will be serviced year round. As each system is scheduled, by Mechanical Services, to begin start-up operations, the selected Contractor will be notified at least 14 working days in advance for the chemical tanks and equipment to be serviced and placed into operation.
- 12.1.2. Cooling towers will end the operating season approximately November 15th of each year with the exception of the twelve month cooling towers. As each system is scheduled, by County Facility Services, to be winterized, the selected Contractor shall supervise/consult regarding all the necessary maintenance of the chemical feed equipment and Cooling Tower Systems. The necessary maintenance shall include, but not limited to the Cleaning of the Cooling Systems, emptying reservoirs of chemicals and cleaning of chemical tanks and all pump apparatus.
- 12.1.3. Cooling towers shall be serviced (water treatment) when notified by the County of Fresno.

**12.2. Closed Systems**

- 12.2.1. Closed Systems shall be serviced year round, unless notified by the County of Fresno.

**12.3. Steam Boiler Program**

- 12.3.1. When a Steam Boiler Program is in "start-up operation", each system for this program shall be emptied, cleaned and refilled/serviced.
- 12.3.2. Any other building Hot/Steam Systems that requires operations must receive the monthly service described earlier.
- 12.3.3. Any Boiler System that is to be shut down for any period greater than three (3) weeks or at the end of the an "operation season" must have a "Lay-up" Procedure in place (to be designed by the successful Contractor and approved/accepted by the County of Fresno).

**13. Safety Data Sheets (SDS) and Chemical Tanks**

- 13.1. The contractor shall submit SDS for all chemicals to the Office of Environmental Health and Safety.

- 13.2. The selected contractor shall post one (1) of the SDS, in its entirety, explaining the water treatment chemicals utilized at each location at the treatment system. All SDS shall be protected against damage. The selected contractor will be responsible for updating the SDS as needed.
- 13.3. All chemical treatment tanks shall be properly labeled with the chemical name, concentration/chemical dilution and pH level. This is to be done with a sticker label, not physically writing on the tanks.

**14. Service Visits Report**

- 14.1. After the service visit, the selected Contractor shall submit work and/or laboratory reports.
- 14.2. The field notes for the report must be presented at the site after service is completed and before leaving the county. Follow-up reports must be faxed or e-mailed to all supervisors within ten (10) working days. All final reports shall be received the tenth day of the succeeding month. Limited exceptions will be made with consideration to holding times (i.e. Legionella testing).
- 14.3. Reports shall include the following, but not limited to:
  - 14.3.1. Building information, date, time, name of individual performing the service
  - 14.3.2. Equipment serviced
  - 14.3.3. All test parameter analyses with lower/upper limits
  - 14.3.4. Chemical additions (name and amount)
  - 14.3.5. Any type of malfunctions with corrective actions/recommendations for the County of Fresno.

**15. Legionella Testing for Cooling Towers**

- 15.1. Schedule for bi-annual Legionella test shall be coordinated with the Office of Environmental Services for each Cooling Tower covered under the contract. The Test Method shall be approved by the Office of Environmental Health and Safety.
- 15.2. This first scheduled test shall be collected and analyzed between the August 1st and August 15th. The second test shall be performed in the month of March of the following year, between the 1st and 15th.
- 15.3. Any Legionella test that reports greater than the sensitivity criterion of >10 cells/ml, the sample shall automatically undergo a culture test method to determine if the bacteria counts are viable. Immediate notification shall be made to the appropriate County Supervisors. The sensitivity criterion of >10 cells/ml shall be considered an elevated count.
- 15.4. If an elevated count (>10 cells/ml) should occur, the cooling tower should be disinfected by the Contractor. The County will reimburse all costs upon submittal of the project invoice.
- 15.5. All appropriate precautions shall be used with the cooling tower decontamination process in reference to corrosion, toxicity and personal protection. Any decontamination process, shall be scheduled when the least amount of people occupy the building. This time frame would be after building hours and weekends.
- 15.6. Guidelines for sampling shall include, but not be limited to, the following:
  - 15.6.1. All Legionella samples shall be collected by a Certified Water Sampler. Copies of the certification shall be submitted with the Proposal.
  - 15.6.2. Samples shall be collected in sterile, polypropylene (250 ml - 1 l) containers.
  - 15.6.3. The most suitable sample site shall be chosen, with prior approval of County's Office of Environmental Health and Safety. The preferred sample site is from the sump/reservoir.

15.6.4. Before samples are taken, the make-up water shall be analyzed for temperature.

## 16. Off-Line Cleaning Procedures for Cooling Towers

- 16.1. Schedule for annual cleaning of Cooling Towers shall be coordinated with the County for each Cooling Tower covered under the contract.
- 16.2. Please follow the operating process below (to be initiated at least 96 hours prior to physical cleaning):
- 16.3. Drain/Flush the existing condensing water from the system until the conductivity drops within 300 mmhos of city water; eliminate all bleed possibilities (i.e. unplug the solenoid valve from the controller and valve off bleed line).
- 16.4. Start all circulating pumps and open all valves to assure full flow through all piping and associated equipment in the system; SHUT DOWN AND DO NOT START ANY CHILLERS OR TOWER FANS DURING CLEANING; the cleaning should occur without load on the system.
- 16.5. Add the volume of detergent (California Water Technologies- MinaSpense or equivalent) as recommended to the Cooling Tower Sump(s); foaming may occur – add antifoam agent as needed.
- 16.6. Allow to circulate for a minimum of 72 hours and FLUSH the systems prior to adding the Organic Penetrant.
- 16.7. Add the volume of Organic Penetrant (DTEA II or equivalent) as recommended to the Cooling Tower Sump(s); foaming may occur– add antifoam agent as needed.
- 16.8. Allow to circulate for a minimum of 1/2 hour prior to adding the Biocide.
- 16.9. Add the volume of (Biocide) Calcium Hypochlorite as recommended to the Cooling Tower Sump(s); foaming may occur – add antifoam agent as needed.
- 16.10. Allow to circulate for a minimum of 8 hours and no more than 24 hours.
- 16.11. Begin flushing by draining the system at low points while allowing for full flow of fresh make-up. Continue this process for a minimum of 8 hours.
- 16.12. Shut down all circulating pumps and fresh water make-up sources; drain the system and begin the physical, on-line cleaning process.

## 17. Personnel, Safety, and compliance

Each bidder will be required to identify its personnel that will be performing the water treatment for Fresno County *in its proposal*. The contractor will not be permitted to reassign any of the key personnel performing the water treatment for the County of Fresno unless the County approves the proposed reassignment and the proposed replacement. All technicians working on behalf of the selected Contractor shall be fully qualified in all application of water treatment chemicals and familiar with the operation and maintenance of present and/or installed feed and bleed equipment, regardless of the manufacturer.

### 17.1. Licensing, Accreditation and Registration

The contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable County of Fresno, State, and Federal Licensing, Accreditation, and Registration requirements and Standards necessary for the performance of the contract.

### 17.2. Conformance with Laws

It shall be the responsibility of the contractor to perform under the contract in conformance with the County's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

### 17.3. Project Site Safety

The contractor will be required to ensure that its work is conducted in a safe manner to ensure the safety of the contractors' employees, public, county and building staff.

**17.4. Time is of the Essence**

Time is of the essence with respect to the initial assessment part of the contract. As such, the contractor must dedicate such personnel and other resources as are necessary to ensure that the assessment is completed on-time and in a diligent, skilled, and professional manner.

**17.5. Certain Business Terms**

The County contemplates that a detailed narrative scope of work will be developed and attached to the contract when it is signed. This narrative scope of work should generally describe how the bidder would perform the work and any performance standards applicable to the bidder's work. Please include within your Proposal a proposed form of this narrative.

**18. Proposal Organization, Submission,**

This section outlines specific information necessary for the proper organization and manner in which bidder's proposals should be submitted. References are made to other sections in this RFP for further explanation.

**18.1. Submission Identification**

Submissions shall be submitted in an original and seven (7) copies. The bidder's submission shall be placed in a sealed envelope conspicuously marked: "RFP 910-5401 HVAC Chemical Treatment Services."

**18.2. Executive Summary**

Each bidder should demonstrate their experience and qualifications by providing the information listed in the following sections (3.3-3.7).

**18.3. General Team Information and Firm(s) Data**

The County desires to engage a contractor with the experience necessary to realize the objectives set forth in this RFP. Bidders will be evaluated based on their demonstrated experience in the following:

18.3.1. Providing HVAC chemical treatment services.

18.3.2. Knowledge of Buildings' systems.

18.3.3. Knowledge of applicable regulatory requirements. If the Bidder is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

The water treatment contractor must be a California Licensed Contractor, C55 (water conditioning) classification license, or a C36 (plumbing) classification license. Contractors possessing a C36 license must demonstrate five (5) years of experience in water treatment. The contractor's license must be active and in good standing with the State of California. A corporation must have a separate active "Corporate" license with a Responsible Managing Officer or Employee in good standing. A Sole Proprietorship, General Partnership, or LLC must have an active contractor's license in the name of the owner of the business and in good standing. Preference will be given to bidder(s) with staff with CWT Certification (Certified Water Technologist as certified by the Association of Water Technologies (AWT)).

Each bidder should provide the following information for each of its sub- consultants:

18.3.4. Name(s), address(es), and role(s) of each firm (including all sub-consultants)

18.3.5. Firm profile(s), including:

- 18.3.5.1. Age
- 18.3.5.2. Firm History(ies)
- 18.3.5.3. Firm Size(s)
- 18.3.5.4. Areas of specialty/concentration
- 18.3.5.5. Current firm workload(s) projected over the next year
- 18.3.5.6. List of any contract held by the bidder where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the bidder. If the bidder has multiple offices, only contracts held by the office submitting this proposal need be listed.

**19. Key Personnel**

The Bidder's personnel should have the necessary experience and licenses to perform the required work. Toward that end, bidders should include within the Proposal a description of the staff available to perform this work and their qualifications. Bidders should also include a description of the key personnel who will be responsible for managing the day-to-day work under this contract. Again, preference will be given to Certifications (i.e. CWT).

Description of the team organization and personal qualifications of key staff, including:

- 19.1. Identification of the single point of contact for the County.
- 19.2. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
- 19.3. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.
- 19.4. Experience that the key team members have working together.

**20. Demonstrated Experience and Capabilities**

- 20.1. Detailed descriptions of between three (3) and five (5) projects that best illustrate the team's experience and capabilities relevant to the scope of work articulated in this RFP. There shall be at least one reference for each type of water treatment provided including steam boiler systems, open cooling tower systems, closed loop chilled water system, and closed loop hot water system. On each project description, please provide all of the following information in consistent order:
- 20.2. Project name and location
- 20.3. Name, address, contact person and telephone number for owner reference
- 20.4. Brief project description including project cost, square footage/# of systems treated, firm's scope of work, and key firm strengths exhibited
- 20.5. Identification of personnel involved in the selected project who are proposed to work on this project

**21. Project Management Plan**

Bidders are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the contractor intends to manage and implement the HVAC Water Treatment program for the County. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should identify:

- 21.1. How the Bidder will identify what chemicals are required in each facility;
- 21.2. How the Bidder will assign its crew at the beginning of each heating and cooling season;

21.3. How periodic testing and sampling will be accomplished;

21.4. How the Bidder will respond to emergencies, chemical spills and unplanned activities.

**22. Cost**

Bidders will be required to bid a guaranteed price per-pound for the chemicals and a monthly price for service/labor per asset/building (based on two (2) site visits per month). Bidder shall also state their regular hourly rate(s) for services, and emergency response labor rate (overtime).

The number of required site visits for one or more facilities may change over time for a variety of reasons including change in cooling/heating needs, maintenance of equipment, County staffing levels, etc. If the required number of site visits at a particular facility decreases from twice to once per month, the cost to the County shall be reduced to the one site visit per month cost quoted by the bidder. If the County determines that it no longer requires the services described in this RFP for a facility, that facility will be removed from the scope of work with no further service costs. If the County desires to add services for an additional facility not listed in the RFP, the cost will be negotiated between the contractor and the County.

Oral Interviews - The County does not intend to interview Bidders; however, the County reserves the right to interview Bidders in the competitive range if necessary. If the County conducts such interviews, Bidder within the competitive range shall make an oral presentation to the County's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Bidder and the Bidder's key personnel.

## COST PROPOSAL

### CHEMICAL FORMULATIONS

	Estimated Pounds	Price per pound	Estimated Annual Cost
Facility Condenser Water Scale/Corrosion Inhibitor	25000	\$ _____	\$ _____
JJC Condenser Water Scale/Corrosion Inhibitor	15000	\$ _____	\$ _____
Condenser Water Oxidizing Biocide	3000	\$ _____	\$ _____
Condenser Water Non-Oxidizing Biocide	2000	\$ _____	\$ _____
Steam Boiler Phosphate Scale/Corrosion Inhibitor	2200	\$ _____	\$ _____
Steam Boiler Oxygen Scavenger	4800	\$ _____	\$ _____
Steam Boiler Condensate Corrosion Inhibitor	4800	\$ _____	\$ _____
Alkalinity Source	300	\$ _____	\$ _____
Closed Chilled and Hot Water Loop Treatment	3000	\$ _____	\$ _____
JJC TES/Chilled Water Loop Treatment Chemicals	600	\$ _____	\$ _____
Yellow Metal Inhibition Booster	300	\$ _____	\$ _____
<b>Total Estimated Chemical Costs</b>		<b>\$ _____</b>	<b>\$ _____</b>

**SERVICES / LABOR**

Bidder to quote lump sum cost per site visit (two (2) per month). Site visit should include costs for all activities associated with service of systems, training of County staff, reporting, phone consultation, etc. as specified in the Scope of Work. Also include the costs for the specified lab testing and training.

BLDG #	Building Name	Service Site Visit Schedule No. (See Below)	Fixed Service Cost - Site Visit #1	Fixed Service Cost - Site Visit #2	Fixed Service Cost Per Month (Two Visits)	Coupon Testing (4x per Year)	Bacteria Testing (4x per Year)	Legionella Testing (2x per Year)	County Staff Training (1x per Year)	Estimated Annual Service / Labor Cost
309	UMC Boiler Plant		\$	\$	\$	\$	\$	\$	\$	\$
310	UMC Chiller Plant		\$	\$	\$	\$	\$	\$	\$	\$
319	Psychiatric Health		\$	\$	\$	\$	\$	\$	\$	\$
320	Behavioral Health Facility		\$	\$	\$	\$	\$	\$	\$	\$
328	DSS Mechanical Building		\$	\$	\$	\$	\$	\$	\$	\$
340	Intake Building - DSS		\$	\$	\$	\$	\$	\$	\$	\$
415	Ag - Weights and Measures		\$	\$	\$	\$	\$	\$	\$	\$
509	ITSD - Information		\$	\$	\$	\$	\$	\$	\$	\$
605	South Annex Jail		\$	\$	\$	\$	\$	\$	\$	\$
607	Main Jail		\$	\$	\$	\$	\$	\$	\$	\$
610	Plaza Building		\$	\$	\$	\$	\$	\$	\$	\$
611	Brix Building		\$	\$	\$	\$	\$	\$	\$	\$
630	Central Kitchen		\$	\$	\$	\$	\$	\$	\$	\$
712	JJC Central Plant		\$	\$	\$	\$	\$	\$	\$	\$
800	Central Library		\$	\$	\$	\$	\$	\$	\$	\$
802	Woodward Park Library		\$	\$	\$	\$	\$	\$	\$	\$
864	Crocker Building		\$	\$	\$	\$	\$	\$	\$	\$
	<b>Total</b>	-	\$	\$	\$	\$	\$	\$	\$	\$

Regular Hourly Labor Rate	\$
Emergency Response Service Rate (Overtime)	\$

**Input Schedule for Services / Labor Summary on previous page**

		SCHEDULE NO.1		SCHEDULE NO.2		SCHEDULE NO.3		SCHEDULE NO.4		SCHEDULE NO.5	
		Service Site Visit #1	Service Site Visit #2	Service Site Visit #1	Service Site Visit #2	Service Site Visit #1	Service Site Visit #2	Service Site Visit #1	Service Site Visit #2	Service Site Visit #1	Service Site Visit #2
Task	Task Description	Task Time (Minutes)	Task Time (Minutes)	Task Time (Minutes)	Task Time (Minutes)	Task Time (Minutes)	Task Time (Minutes)	Task Time (Minutes)	Task Time (Minutes)	Task Time (Minutes)	Task Time (Minutes)
1	Building Check In										
2	Check Chemical Feed Tank Volumes										
3	Inspect/Adjust Chem. Feed Equip.										
4	Sample Cooling Tower / Steam Sys. Chem. Levels										
5	Sample Closed Loop Systems Chemical Levels	NONE		NONE		NONE		NONE		NONE	
6	Check Chiller / Boiler Sys. Stack / Water Temperatures										
7	Building Check Out & Deliver Field Notes										
8	Send Typed Report										
	Total Time (Minutes)										
	Total Time (Hour)										
	Site Visit Cost at Hourly Rate										

## PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

**Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.**

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

**Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.**

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
  - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION

- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
  - A. Exceptions to General Conditions.
  - B. Exceptions to General Requirements.
  - C. Exceptions to Specific Terms and Conditions.
  - D. Exceptions to Scope of Work.
  - E. Exceptions to Proposal Content Requirements.
  - F. Exceptions to any other part of this RFP.
  
- X. VENDOR COMPANY DATA: This section should include:
  - A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
  - B. Descriptions of any similar or related contracts under which the bidder has provided services.
  - C. Descriptions of the qualifications of the individual(s) providing the services.
  - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
  - E. A brief description of the bidder's current operations, and ability to provide the services.
  - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
  - G. Describe all contracts that have been terminated before completion within the last five (5) years:
    - 1. Agency contract with
    - 2. Date of original contract
    - 3. Reason for termination
    - 4. Contact person and telephone number for agency
  - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
    - 1. Location filed, name of court and docket number
    - 2. Nature of the lawsuit or legal action
  - I. Describe any payment problems that you have had with the County within the past three (3) years:
    - 1. Funding source
    - 2. Date(s) and amount(s)
    - 3. Resolution
    - 4. Impact to financial viability of organization.
  
- XI. SCOPE OF WORK:
  - A. Bidders are to use this section to describe the essence of their proposal.
  - B. This section should be formatted as follows:

1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
  2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

## AWARD CRITERIA

### **COST**

- A. As submitted under the "COST PROPOSAL" section.

### **DESCRIPTION OF THE FIRM**

- A. Has the bidder demonstrated that they have the experience necessary to realize the objectives of this RFP in the following areas?
- Providing HVAC chemical treatment services?
  - Knowledge of Buildings' systems?
  - Knowledge of applicable regulatory requirements?
- B. Does the vendor have current registration as a Public Works Contractor with the DIR?
- C. Does the vendor have C-55 license, or a C-36 license with 5 years water treatment experience?
- D. Does the vendor have staff with CWT Certification?
- E. Did the bidder provide the information requested about their firm and all sub consultants?
- F. Did the bidder identify any contract from which they were terminated or are in arbitration?

### **KEY PERSONNEL**

- A. Has the bidder demonstrated that their personnel has the necessary experience and licenses to perform the required work?
- B. Did the bidder provide a description of the staff available to provide this work, along with their qualifications?
- C. Did they identify a single point of contact for the County?
- D. Did their organizational chart make sense and seem appropriate for the County's requirements?
- E. Did they submit the resumes of team members?
- F. Did those resumes clearly state each person's role, relevant project experience and current workload over the next two years?
- G. Did the qualifications of the individuals an team meet the County's requirements?

### **EXPERIENCE AND QUALIFICATIONS**

- A. Did the bidder provide 3-5 project examples, as required?
- B. Did the examples demonstrate that the bidder has the experience and capabilities necessary to meet the County's requirements?

### **PROJECT MANAGEMENT PLAN**

- A. Did the bidder provide a Project Management Plan?
- B. Did it clearly explain how they will manage and implement the HVAC water treatment program for the County?
- C. Did it identify:
- How the Bidder will identify what chemicals are required in each facility?
  - How the Bidder will assign its crew at the beginning of each heating and cooling season?
  - How periodic testing and sampling will be accomplished; and
  - How the Bidder will respond to emergencies, chemical spills and unplanned activities?

**GENERAL**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?

# CHECK LIST

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

*Check off each of the following:*

1. \_\_\_\_\_ All signatures must be in **blue ink**.
2. \_\_\_\_\_ The Request for Proposal (RFP) has been signed and completed.
3. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
4. \_\_\_\_\_ **One (1) original plus seven (7) copies** of the RFP have been provided.
5. \_\_\_\_\_ Provide a Conflict of Interest Statement.
6. \_\_\_\_\_ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
7. \_\_\_\_\_ The completed *Criminal History Disclosure Form* as provided with this RFP.
8. \_\_\_\_\_ The completed *Participation Form* as provided with this RFP.
9. \_\_\_\_\_ The completed *Reference List* as provided with this RFP.
10. \_\_\_\_\_ Verification of Department of Industrial Relations Contractor Registration.
11. \_\_\_\_\_ Verification of Contractor’s License and the Department of Consumer Affairs – Contractors’ State License Board
12. \_\_\_\_\_ Indicate all of bidder exceptions to the County’s requirements, conditions and specifications as stated within this RFP.
13. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No. <b>910-5401</b>
Closing Date: <b>January 7, 2016</b>
Closing Time: <b>2:00 P.M.</b>
Commodity or Service: <b>HVAC Chemical Treatment Services</b>

**Return Checklist with your RFP response.**

## EXHIBITS

1. Water Treatment Chemicals
2. Facility Listing

# EXHIBIT 1

**Exhibit 1 - Water Treatment Chemicals (Fixed Price per Pound)** [The following is a sample – Contractor shall provide list of proposed water treatment chemicals and cost.]

<b>Facility Condenser Water Scale/Corrosion Inhibitor</b>	
<b>Chemical</b>	<b>% by Weight of Product</b>
Sodium Molybdate; 39.6% Active	2.465 %
Potassium Hydroxide (KOH); 50% Active	17.067 %
HEDPA; 60% active	2.038 %
Sodium Tolytriazole (TTA); 50% active	3.148 %
Polyacrylic Acid; 63% active	7.680 %
PBTC; 50% active	4.030 %
Silica Specific Dispersant; 42% active	18.204 %
DI Water	45.368 %
Estimated Pounds Per Year	25,000
Package Size	55 gal & 5 gal
Price/lb.	_____ /

<b>JJC Condenser Water Scale/Corrosion Inhibitor</b>	
<b>Chemical</b>	<b>% by Weight of Product</b>
PQ Solution N; 37.5% Active	17.779 %
Belclene 810, 50% active	17.401 %
Caustic Potash (KOH); Liquid 50% Active	17.003 %
DI Water	47.817 %
Estimated Pounds Per Year	15,000
Package Size	55 gal
Price/lb.	_____ /

<b>Condenser Water Oxidizing Biocide</b>	
<b>Chemical</b>	<b>% by Weight of Product</b>
Halogenated Hydantoin-Pellets; 96% active	100%
Estimated Pounds Per Year	3,000
Package Size	50 pound
Price/lb.	_____ /

<b>Condenser Water Non-Oxidizing Biocide</b>	
<b>Chemical</b>	<b>% By Weight of Product</b>
Bellacide 355; 5% active	100%
Estimated Pounds Per Year	2,000
Package Size	55 , 30 & 5 gal
Price/lb.	_____ /

<b>Steam Boiler Phosphate Scale/Corrosion Inhibitor</b>	
<b>Chemical</b>	<b>% by Weight of Product</b>
SSMA (Sulfinated Styrene); 100% active	5.702 %
TKPP (Tetropotassium pyrophosphate); 39% active	10.074 %
Polyacrylic Acid; 63% active	10.454 %
Caustic Soda, active ; 50% active	2.851 %
DI Water	70.919 %
Estimated Pounds Per Year	2,200
Package Size	55, 30 & 5 gal
Price/lb.	_____ /

<b>Steam Boiler Oxygen Scavenger</b>	
<b>Chemical</b>	<b>% by Weight of Product</b>
Catalyzed Sodium Sulfite; 97% active	9.941 %
Sodium Metabisulfite, 64.5% active	19.881 %
DI Water	70.178 %
Estimated Pounds Per Year	4,800
Package Size	55, 30 & 5 gal
Price/lb.	_____ /

<b>Steam Boiler Condensate Corrosion Inhibitor</b>	
<b>Chemical</b>	<b>% by Weight of Product</b>
DEAE, (Dimethylaminoethanol); 80% active	15.353 %
Cyclohexylamine; 80% active	15.353 %
Morpholine, 99% active	15.353 %
Estimated Pounds Per Year	4,800
Package Size	55, 30 & 5 gal
Price/lb.	_____ /

<b>Alkalinity Source</b>	
<b>Chemical</b>	<b>% by Weight of Product</b>
Sodium Hydroxide; 50% active	100 %
Package Size	55, 30 & 5 gal
Estimated Pounds Per Year	300
Price/lb.	_____ /

<b>Closed Chilled and Hot Water Loop Treatment Chemicals</b>	
<b>Chemical</b>	<b>% by Weight of Product</b>
Sodium Nitrite; 99% active	26.334 %
PQ Solution N; 37.5% active	3.079 %
Sodium Hydroxide; 50% active	2.107 %
Sodium Tolytriazole (TTA); 50% active	0.486 %
Sodium MetaBorate; 99% active	2.107 %
DI Water	65.887 %
Estimated Pounds Per Year	3,000
Package Size	55, 30 & 5 gal
Price/lb.	_____ /

<b>JJC TES/Chilled Water Loop Treatment Chemicals</b>	
<b>Chemical</b>	<b>% By Weight of Product</b>
PQ Solution N; 37.5% active	34.749 %
Sodium Hydroxide; 50% active	6.133 %
Sodium Tolytriazole (TTA); 50% active	3.066 %
Polyacrylic Acid; 63% active	0.613 %
PBTC; 50% active	4.600 %
DI Water	50.839 %
Estimated Pounds Per Year	600
Package Size	55 gal
Price/lb.	_____ /

<b>Yellow Metal Inhibition Booster</b>	
<b>Chemical</b>	<b>% By Weight of Product</b>
Sodium Benzotriazole (BZT); 40% active	100 %
Estimated Pounds Per Year	300
Package Size	55 gal & 5 gal
Price/lb.	_____ /

**NOTE:** The County of Fresno reserves the right, at any time, without notice to conduct Quality Control / Quality Assurance Audits of all formulated products procured from the Successful Bidder. These Audits may include, but are not limited to:

- Sending Samples to a third party source for Laboratory Analysis
- Request manufacturing Batch Sheets used in blending the Formulated Products
- Manufacturing Site Inspection

## EXHIBIT 2

### Exhibit 2 - Facility Listing

Bldg.	Building Name	Address	Chillers / Cooling Towers	Bldg. No.	Building Name
309	UMC Boiler Plant	445 S. Cedar Ave.	None	2)-12.2 MMBTU/HR Cleaver Brooks Model CB 200-300-150 Natural Gas-Fired Boiler with Brooks Model LE(15) 200-300 Low NOX Burner, Flue Gas Recirculation (FGR) System. The third boiler is in dormant, non-operating status.	
310	UMC Chiller Plant	445 S. Cedar Ave.	2)-Trane WC Chillers, 600 tons 1)-Marley NCM Tower, 600 tons.	None	X
319	Psychiatric Health	4411 E. Kings Canyon Rd.	1)-Trane WC Chiller, 60 tons. 1)-RSD tower, 60 tons. 1)-Carrier AC Chiller, 30 tons.	None (HW Heat Exchanger using steam from Bldg. 309)	X
320	Behavioral Health Facility	515 S Cedar Ave.	1)-Trane 90 ton WC Chiller. 1)-BAC Tower, 75 tons.	None (HW Heat Exchanger using steam from Bldg. 309)	X
328	DSS Mechanical Building	445 S. Cedar Ave.	1)-Trane WC Chiller, 125 tons. 1)-BAC Tower, 175 tons. 1)-Trane AC Chiller, 80 tons.	None (HW Heat Exchanger using steam from Bldg. 309)	X
340	Intake Building - DSS	4468 E. Kings Canyon Rd.	1)-Trane WC Chiller, 300 tons. 1)-BAC Tower, 115 tons.	1)-Ajax HW Boiler, 540.0 MBH	X
415	Ag - Weights and Measures	4535 E. Hamilton Ave.	1)-Trane AC Chiller, 25 tons	1)-Teledyne HW Boiler, 187.5 MBH	X
320	Behavioral Health Facility	515 S Cedar Ave.	1)-Trane 90 ton WC Chiller. 1)-BAC Tower, 75 tons.	None (HW Heat Exchanger using steam from Bldg. 309)	X
509	ITSD - Information	1020 S. 10 <sup>th</sup> Street	1)-Trane WC Chiller, 100 tons. 1)-TSC Tower, 70 tons.	None	X
605	South Annex Jail	2204 Fresno Street	Basement: 1)-York WC Chiller, 180 tons. Penthouse: 1)-Trane WC Chiller, 500 tons. Penthouse: 1)-Cooling Tower, 850 tons.	None (electric heat only)	X

Bldg.	Building Name	Address	Chillers / Cooling Towers	Bldg. No.	Building Name
607	Main Jail	1225 M Street	WC Chiller #1- 500 tons. WC Chiller #2- 500 tons. WC Chiller #3- 250 tons. WC Chiller #4- 250 tons. Cooling Tower, 1,500 tons.	2)-6.27 MMBTU/HR Cleaver Brooks Mode CB2-00-150-15ST Natural Gas Fired Boiler with a Fiber-Tech Model MFT-150 Ultra Low NOx Burner 1)-11.7 MMBTU/HR Cleaver Brooks Model CB200X-300-15ST Natural Gas Fired Boiler with a Fiber-Tech Model MFT-300 Ultra Low NOx Burner and Flue Gas Recirculation	X
610	Plaza Building	2220 Tulare	1)-Trane WC Chiller, 500 tons. 1)-Trane Chiller, 770 tons. 2)-BAC 3 Cell Cooling Towers, 310 tons	4)-Thermific HW Boilers, 1,700.0 MBH ea.	X
611	Brix Building	1221 Fulton Mall	2)-Trane WC Chillers, 300 tons each. 1)-BAC 3 Cell Cooling Tower, 250 tons.	2)-Fulton HW Boilers, 1,800.0 MBH ea.	X
630	Central Kitchen	200 N. "H" Street	None	2)-Cleaver Brooks Steam Boilers, 50 HP ea.	
712	JJC Central Plant	3333 E. American Ave.	3)-Trane WC Chillers, 700 tons ea. 3)-BAC Cooling Towers, 700 tons ea.	3)-20 MMBTU/HR Cleaver Brooks Model CBLE (9) 700-500-125HW Natural Gas-Fired Boiler, Equipped with Ultra-Low NOx Burner and a Flue Gas Recirculation (FRG System and Alternate Emissions Monitoring Plan "A". 14)-Fulton Steam Boilers, 10 MBH ea.	X
800	Central Library	2420 Mariposa Ave.	2)-Trane WC Chillers, 100 tons ea. 1)-BAC Cooling Tower, 333 tons.	1)-Hamilton HW Boiler, 1,800.0 MBH	X
802	Woodward Park Library	944 E Perrin Ave.	1)-Carrier AC Chiller, 15 tons.	1)-Fulton HW Boiler, 180.0 MBH	X
864	Crocker Building	2135 Fresno Street, Fresno	2)-Carrier WC Chillers, 100 tons ea. 1)-Cooling Tower, 250 tons.	1)-Cleaver Brooks Steam Boiler, 40 HP	X