

COUNTY OF FRESNO
REQUEST FOR QUOTATION
NUMBER: 285-5220

GENERATOR MAINTENANCE AND REPAIRS

October 16, 2013

ORG/Requisition: 8935/ 1321401217	PURCHASING USE JEB	G:\PUBLIC\RFQ\285-5220 GENERATOR MAINTENANCE & REPAIRS.DOC
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IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

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

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON NOVEMBER 6, 2013.

QUOTATIONS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

Quotations will be opened and publicly read at that time. All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: Brian D. Tamblin, e-mail CountyPurchasing@co.fresno.ca.us, phone (559) 600-7110, FAX (559) 600-7126.

GENERAL CONDITIONS: See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check County of Fresno Purchasing's Open Solicitations website at <http://www2.co.fresno.ca.us/0440/Bidshome2.asp> for RFQ/RFP documents and changes.

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED QUOTATION SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR QUOTATIONS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

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

1. Complete delivery will be made within _____ calendar days after receipt of Order.
2. A cash discount _____ % _____ days will apply.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

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 at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

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

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

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

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

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

3. FAILURE TO BID:

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

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (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.

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

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

6. AWARDS:

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

7. TIE BIDS:

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

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted 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.

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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.

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. Appeals should address only areas regarding RFP 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) business 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

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

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

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

23. PURCHASING LOCATION & HOURS:

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

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

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

KEY DATES

RFQ Issue Date: **October 16, 2013**

Deadline for Written Requests for Interpretations or Corrections of RFQ: **October 25, 2013 at 9:00 A.M.**
Fax No. (559) 600-7126
E-Mail: CountyPurchasing@co.fresno.ca.us

RFQ Closing Date: **November 6, 2013 at 2:00 P.M.**
County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

BIDDING INSTRUCTIONS CONTRACT SERVICES

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide all labor, materials, equipment, permits, fees, taxes, appliances, tools, and transportation etc. to provide maintenance and repair services to the County's emergency generators, as specified within this Request for Quotation (RFQ).

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE

BID PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **does not** apply to this Request for Quotation.

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

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing, by 9:00 a.m., October 25, 2013 (cut-off date).

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702, fax (559) 600-7126 or e-mail to countypurchasing@co.fresno.ca.us. If faxing, the bidder must confirm receipt by phone, within one-half (1/2) hour of transmission.

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

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

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

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

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

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

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

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

FIRM QUOTATION: All quotations shall remain firm for at least ninety (90) days.

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

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

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

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

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

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

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

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

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

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

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

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

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

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

INVOICING: All invoices are to be delivered in duplicate to the ordering department. Each invoice shall reference the purchase order or contract no. All invoices shall be mailed to the requesting County's Department as follows:

QUOTATION SCHEDULE "A"

ISD – Facility Services
4590 E. Kings Canyon
Fresno, CA 93702

QUOTATION SCHEDULE "B"

Public Works – Resources/Special Districts
2220 Tulare St., Sixth Floor
Fresno, CA 93721

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

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of **three (3) years** with the provision for two (2) additional one (1) year periods, based on satisfactory outcomes and performance. Renewal periods shall be by written mutual consent of both parties. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PRICES: Shall be that of Prevailing Wage Rates.

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

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

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

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

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

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

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

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

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

SAFEGUARDS: The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

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.

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.

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, for Quotation Schedule "A", ISD – Facility Services, 4590 E. Kings Canyon, Fresno, CA 93702 or for Quotation Schedule "B", Public Works – Resources/Special Districts, 2220 Tulare St., Sixth Floor, Fresno, CA 93721, 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.

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.

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

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

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

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

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

BIDDER TO COMPLETE THE FOLLOWING:**PARTICIPATION**

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

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

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

☐

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

☐

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

(Authorized Signature)

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

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

Reference Name: _____ 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 RFQ.

**REQUIREMENTS, SPECIFICATIONS,
SCOPE OF WORK FOR
FACILITY SERVICES**

SPECIFICATIONS AND SCOPE OF WORK FACILITY SERVICES

1. INTRODUCTION

The County of Fresno has in operation twenty six (26) emergency generators located in facilities throughout the County. There are also three (3) fire pumps. The intent of this Request for Quotation (RFQ) is to identify vendor(s) for services to these systems. Fresno County's delivery of service to the citizens and employees of the county is dependent upon the reliable operation of these systems.

2. OVERVIEW

This Request for Quotation provides interested companies with the information required to prepare and submit to the County sealed quotations for scheduled and corrective maintenance. The bidder(s) will be responsible for supplying information on their ability to perform these services in a reliable, practical, cost-effective manner, while maintaining the highest technical standards regardless of the day or time.

The County has identified its needs for a maintenance program, and the submitted bidder(s) quotation response shall meet these requirements.

3. COMPETENCE OF BIDDER

The importance of maintaining the identified equipment in a safe and efficient operating condition at all times demands that service be performed by a company who has satisfactorily maintained equipment of similar grade to the degree specified herein.

In order to demonstrate that the bidder can properly fulfill all of the services and conditions of these specifications, Contractor shall furnish with his bid a written statement showing that he has:

- A. A current license to perform the work in conformance with the Provisions of the State Business and Professions Code. License Number shall be set forth in all bids and contracts.
- B. Satisfactorily preformed other contracts of similar nature and magnitude.
- C. Adequate capital and satisfactory business standing as required by the work.
- D. The requisite organization of skilled and experienced technicians thoroughly trained in the inspection, testing, maintenance and repair of fire/intrusion/duress system and device repair under his direct employment and supervision.
- E. The necessary facilities and plant, including parts inventory located within fifty (50) miles distance from the County sites involved.
- F. Toll free communication facilities on a 24 hour-per-day, 365 days-per-year basis so the bidder(s) staff can be reached and will respond as specified herein.
- G. All proprietary information and diagnostic tools necessary to properly maintain, trouble shoot and adjust the County's systems.

4. GENERAL REQUIREMENTS

Provide all labor, materials, appliances, tools, transportation, and equipment required to complete scheduled system maintenance and corrective maintenance as required.

All work shall be in full compliance with current rules and regulations of all applicable codes. Nothing in this RFQ is to be construed to permit work not conforming to these codes. Applicable codes and regulations include, but are not limited to, the following:

1. National Fire Protection Association - NFPA
2. Uniform Building Code (Latest Edition)
3. American Society of Mechanical Engineers - ASME
4. American Society for Testing and Materials - ASTM
5. National Electrical Code - NEC (Latest Edition)
6. National Electrical Manufacturer's Association - NEMA
7. Title 24, Building Safety, C.C.R.
8. Occupational Safety and Health Act – OSHA
9. Underwriters Laboratory - UL
10. All Local Codes

5. FACILITY SERVICES MANAGER - RIGHTS AND RESPONSIBILITIES

The Facility Services Manager (FSM) or his authorized designee will supervise and administer this Contract.

It will be the duty of the FSM to supervise the work as it progresses as well as to inspect materials, which are used in the work. The duty of inspectors acting under the FSM shall not be only to report deviations from the specifications, but they shall have the power to stop the work pending a decision by the FSM. The inspector shall have no power to alter the specifications. Advice or directions given to the Contractor by the inspector shall not be binding upon the Facility Services; neither shall it release the Contractor from his responsibilities as herein stated.

It will be the right of the FSM at any time to stop defective work or to stop the entire work by the Contractor if he is not complying with the rules, specifications and contract entered into between the County of Fresno and the Contractor.

The FSM shall have the right to require the Contractor to remove at any time any employee of the Contractor who shall be employed on this job and who appears to be incompetent, who acts in a disorderly, unsafe or improper manner, or fails to follow established protocols, including county rules and regulations and such person shall not again be put to work on this job without written consent of the FSM.

The FSM without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work only by written Orders, initiated by the FSM and properly approved and authorized and setting forth the amount of money to be added or deducted.

6. DELIVERY REQUIREMENTS:

The Fresno County General Services Facility Services will be responsible for the administration of the work requested through this Request for Quotation (RFQ). (Specifications "A")

Coordination and communication with GS-Facility Services will be essential to the successful completion of this work. All facilities will remain in full normal operation for the duration of the agreement and any need for disruption of the services provided in these facilities shall be presented with the quotation.

Upon award the FSM shall issue a Notice to Proceed and identify his designee(s) therein. Only those designated by the FSM and the FSM shall have authority to make determinations under the agreement.

Corrective maintenance and any system component or parts replacement shall be approved by FSM or his designee prior to the start of work and be so indicated in writing on the approved service form.

7. CONTROL OF WORK AND INSTRUCTIONS:

The contractor shall provide diligent supervision of the work to the satisfaction of the FSM.

Contractor shall confine storage of materials to such limits as may be directed by the FSM and shall not unreasonably encumber the premises with materials and equipment. Contractor shall enforce any instructions of the Facility Services regarding signs, advertising, fire, danger signals, barricades, and smoking, and shall require all persons employed on the work to comply with all building regulations while on the premises.

8. SCHEDULING OF WORK

All maintenance service shall be scheduled subject to the review and approval of GS-Facility Services. The contractor(s) shall be required to provide yearly schedules of the work within 30 days of contract execution and on or before January 1, of the subsequent years. These schedules must be adhered to throughout the term of the agreement.

No work shall interfere with the operation of the existing facilities on or adjacent to the site. Normal Facility hours are, Monday to Friday 0700 to 1630. Work may be scheduled outside of normal working hours as approved by the Facility Services Manager.

Contractor shall provide for approval by the FSM within 30 days of contract execution the “**Contractor Report of Service**” form. This form will be required to document services rendered. The form at a minimum shall include, date of service, time of arrival/departure, printed name and signature of technician providing the service, building number, location in the building, type of service (preventative/corrective/extra services), corrective action taken, location of devices serviced or repaired, parts utilization, status of service/repair, printed name and signature of County representative authorizing the work, completion of work County representative printed name and signature.

9. SAFEGUARDS

The Contractor shall provide, in conformity with all local codes and ordinances and as may be required, lock-outs, fences, guardrails, barricades, lights, danger signs, enclosures, etc. and maintain such safeguards until work is complete.

Any fire hazardous operation shall have proper fire extinguisher, furnished by the contractor, close by and the adjacent area shall be policed before starting or stopping work for the day. The contractor shall be responsible for all costs incurred by the County as a result of damage caused by the contractors operations, including costs associated with false fire alarms caused by the contractor.

The contractor shall ensure that the health and welfare of occupants of the building will not be effected by noise and fumes produced by the work. The FSM reserves the right to halt any work; at any time he feels it adversely affects the building occupants.

Any asbestos removal shall be by the County. If the contractor discovers asbestos, which has not been removed, the contractor shall immediately cease work in that area and promptly notify the FSM or his representative.

10. MATERIALS & WORKMANSHIP

Materials and equipment shall be new unless otherwise approved by the FSM. Materials and equipment of a given type shall be of the same manufacturer. Materials and equipment shall be free of dents, scratches, marks, shipping tags, and all defacing features.

All material, equipment, devices, etc. shall be installed in accordance with the recommendations of the manufacturer of the particular item. The Contractor shall be responsible for all installations contrary to the manufacture's recommendations. The contractor shall make all necessary changes and revisions necessary for compliance. Manufacturer's installation instructions shall be delivered to and maintained on the jobsite through the duration of the project.

Any work which is done as an addition, expansion or remodel to an existing system or system component shall be compatible with that system and be approved prior to the installation.

Workmanship shall be to the best of trade practices, performed by workers thoroughly trained and familiar with the respective systems. All defective workmanship shall be corrected by the contractor at the contractor expense.

The contractor shall thoroughly clean all of his work, removing all debris, stain and marks resulting from his work. This includes but is not limited to: building surfaces, piping, and equipment. Surfaces shall be free of dirt, grease, labels, tags, tape, rust, and all foreign material.

Contractor shall ensure that before testing or servicing the systems, notification is given to the appropriate County representative(s). Contractor shall be responsible for all costs associated with alarms or signals that result in interruption of business or unplanned evacuation.

Wiring in panel boards, and cabinets shall be neatly installed. Wiring shall be grouped, laced, or clipped and fanned out to wiring terminals.

Wiring in all cabinets, panel boards, control panels shall be identified and clearly marked at termination.

Installation of conduit, junction boxes, and associated equipment shall be done in a neat manner, secured to the structure or suspended on conduit hangers.

All wiring and construction prints or diagrams of systems covered under this contract are the property of the County and upon termination of the contract shall be delivered to the FSM. Absolutely no changes are to be made to the circuitry or mechanical systems without prior approval of the FSM. Any changes without prior approval may be considered a breach of contract. All changes in circuitry made by Contractor shall be properly recorded on the diagrams, including date of change and name of person making same. It is the responsibility of

the Contractor to maintain clean, legible, readable and accurate schematics and wiring diagrams at all times. Prints and diagrams are to remain on the job site.

11. RESPONSIBILITY OF CONTRACTOR:

Contractor shall take responsibility for the work, and shall bear all losses resulting to him on account of the negligence of the Contractor. Contractor shall be responsible for all work of subcontractors and shall assume the defense of and indemnify and save harmless the County of Fresno and any of its officers and their agents from claims of any kind arising from the negligent performance of this Contract by the Contractor or any of his subcontractors. Contractor shall not be liable for injuries or damage to persons or property except those directly due to his own acts or omissions, and the responsibility of the County for injuries or damage to persons or property while on or about the equipment being maintained hereunder is in no way affected by this Agreement. Contractor shall not be liable for any loss, damage or delay caused by strikes, lock-outs, fire, theft, floods, riot, civil commotion, war, malicious mischief, act of God or any cause beyond his reasonable control.

No equipment-requiring repair shall be allowed to remain out of service due to the lack of diligent effort by the Contractor. Any part or equipment locally available will be purchased locally if necessary to expedite the job. Repairs shall be begun and carried to completion as soon as possible unless other arrangements are approved by the FSM.

Contractor shall in no case allow the performance of work by subcontract unless the subcontractor has been approved by the FSM, and in no case shall the use of subcontractors in any way alter the position of the Contractor or his sureties with relation to his Contract with Fresno County. When a subcontractor is used the responsibility for every portion of the work shall still remain with the Contractor.

Contractor shall obtain prior approval of the FSM in writing for any area or space required for the Contractor's storage during operations. This space will be maintained in a clean and orderly fashion.

Materials, equipment, etc. shall not be piled or stored in any location, which will interfere with the conduct of the normal functions of the building or property. All required safety precautions such as barricades, signs, danger signals, etc., shall be furnished and installed by the Contractor during operations, and at the contractor's expense.

Upon demand of the FSM the Contractor shall correct any dangerous or hazardous situations that the Facility Services and Manager may indicate.

Contractor shall completely protect against damage from either materials or equipment all surfaces, equipment and facilities, adjoining his work, including, but not limited to woodwork, wall and floors. All repair or replacement costs resulting from this damage shall be borne by the Contractor. At the conclusion of each day's work, the Contractor shall remove refuse, debris or waste materials and leave the premises in an orderly condition as required by the FSM.

Contractor must specify the degree of support the County may be required to furnish to accomplish the requirements of this agreement, if any. Specify the man-hours required, and the nature of County's participation within the scope of the agreement.

Contractor shall provide sufficient technicians for the service of the systems listed within this RFQ and in accordance with the specifications herein. Technicians utilized for fire alarm systems shall be qualified and experienced in the inspection, testing, and maintenance of fire

alarm systems. Contractor may be required at any time to provide substantiation and verification of qualifications of their employee(s) upon request of the FSM.

Contractor shall provide, for approval by the FSM, the procedure to be followed for requesting services provided in the agreement. This procedure will include, Method of requesting service, ability to provide estimated arrival time of technician to site, reporting of call completion, communication with requesting staff, and technician servicing the contract, etc.

12. EXTRA WORK - CHANGE IN WORK:

The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work only by written Orders, initiated by the FSM and properly approved and authorized and setting forth the amount of money to be added or deducted.

13. SPECIAL CONDITIONS:

In the event that the County will withdraw any equipment from service, or the usefulness of any equipment shall end, during the term of this Contract, the Contractor shall agree to negotiate an acceptable reduction of cost for services for the balance of the duration of said Contract.

14. MANNER AND TIME OF CONDUCTING THE WORK:

All work shall be performed by skilled Motor Generator technicians, and helpers directly employed and supervised by the Contractor. Only qualified system technicians with a minimum of 4 years journeyman experience shall be allowed to perform service or maintenance work. Helpers must work under the direct supervision of a journeyman technician.

Except for emergency callback service and minor repairs and/or adjustments hereinafter provided for, all work shall be performed during regular working hours and days. Regular working hours are from 7:00 a.m. until 6:00 p.m. Monday through Friday. County holidays excluded.

All equipment shutdowns for regular maintenance or extra examinations shall be scheduled in advance with the designated County representative and approved by the Facility Services Manager, so as not to interfere with building operations during the peak usage times. Shutdowns in excess of one hour may require scheduling outside of normal business hours. No extra charges will be incurred because of a scheduled shutdown, regardless of day or time.

15. EMERGENCY WORK:

All work of a callback nature, or trouble calls shall be treated as an emergency and work commenced shall be carried through to completion without delay.

Provide 24 - hour emergency callback service for all equipment maintained hereunder. Emergency callback service shall consist of prompt response to requests from the FSM or his authorized representatives for emergency services on any day of the week, at any hour of the day or night. An emergency callback is defined as: any necessity for maintenance, minor repair and/or adjustment of equipment between regular service calls to restore normal equipment operation. Emergency call backs will be categorized as follows:

LEVEL I - I Requires onsite response within one (1) hours or less.

LEVEL II - Requires onsite response within four (4) hours or less.

LEVEL III- Requires onsite response at 0700 hrs. The next normal working day.

Determination of call level is at the discretion of the FSM or his authorized representative. Failure to furnish emergency call-back service within the above specified time of notification of need, may result in termination of contract, withholding of payment, and/or another contractor to be hired to complete the work at the current contractor's expense.

Cost for corrective services, during normal hours, described herein shall be:

\$ _____ Per Hour

Cost for corrective services, *after* normal hours, described herein shall be:

\$ _____ Per Hour

MINIMUM REQUIREMENTS

1. All spark plugs will be checked and cleaned or replaced if necessary on the gasoline engines. All injectors will be checked, cleaned and tested on the diesel engines.
2. Ignition systems will be checked and cleaned as necessary. The timing will be checked and adjusted as necessary.
3. The equipment will be lubricated, the engine oil and filters changed, oil and filters are to meet OEM specification.
4. Visual inspection of fuel system to include: inspection of day tank, fuel lines and connections for leaks and assure proper operation. Clean or replace all fuel filters as per manufacturer's specifications.
5. All equipment will be checked for fuel, oil and water leaks. All hoses that need to be replaced shall be replaced with silicone hoses for an additional charge.
6. All batteries will be inspected for damage, electrolyte level, and specific gravity. Clean and tighten all battery cable connections.
7. All air cleaners will be replaced as necessary.
8. All instruments and safety devices will be tested and adjusted for proper operation.
9. Inspection of exhaust system.
10. Cooling systems shall be drained flushed and replenished to OEM specifications the first year of this agreement and every other year thereafter.
11. Inspect, clean, and tighten all generator output connections per OEM specifications. Verify output voltage, phasing, and proper operation of all electrical monitoring devices.

A written report indicating the general operating condition of each unit will be submitted to the Facility Services Supervisor upon completion of service to all the units. The report shall state repairs made to each unit as well as any extraordinary repairs, which may be necessary in the immediate future.

Note: The above service requirements are to be performed annually with the exception of Item 10.

**REQUIREMENTS, SPECIFICATIONS,
SCOPE OF WORK FOR
RESOURCES – SPECIAL DISTRICTS**

SPECIFICATIONS AND SCOPE OF WORK RESOURCES – SPECIAL DISTRICTS

1. INTRODUCTION

The Special Districts Section of the Resources Division of the Planning & Resource Management Department of Fresno County is soliciting bids for maintenance service for eleven (11) generators located in the Shaver Lake Area (Waterworks Districts 41S and 41W and County Service Area 31B), the Brighton Crest Subdivision (County Service Area 34A), the Quail Lake Subdivision (County Service Area 47) and the Monte Verdi Subdivision (Friant Area – County Service Area 44D). The following is a list of generators that are requiring regular maintenance:

Two (2) 75 kW Generac generators with CAT engine – Waterworks District 41 (Shaver Lake)

One (1) 35 kW Generac generator with CAT engine – County Service Area 31B (Shaver Lake)

Two (2) 75 kW Olympian generators with CAT engine – One in County Service Area 31B (Shaver Lake) and one in County Service Area 34A (Brighton Crest)

Four (4) 5000 watt Onan generators – Waterworks District 41 (Shaver Lake)

One (1) 250 kW with CAT engine – County Service Area 47 (Quail Lake)

One (1) 125 kW with CAT engine – County Service Area 44D (Friant Area)

Bidders are to provide a quote for each of the two maintenance schedules listed below. The quote should include all costs excluding materials and parts.

LEVEL I QUARTERLY OR SEMI-ANNUALLY

1. Check battery electrolyte level and specific gravity.
2. Clean and tighten all battery cable connections.
3. Load test batteries.
4. Inspect air filters and radiator core.
5. Check radiator louvers for proper operation.
6. Inspect exhaust system for leaks and defects.
7. Check all fuel systems connections.
8. Check fluid levels, note the condition of coolant and add conditioner (if required).
9. Inspect generator and check controls.
10. Start engine and run under facility load, if possible.
11. Test safety shutdown systems.
12. Take oil sample for analysis of wear metals and other contaminants.
13. Inspect engine for oil and water leaks.
14. Inspect condition of engine drive belts and hoses.
15. Wipe down engine and clean area.

16. Submit written report of work done, repairs needed, problems found, and approximate cost of repair.
17. Check transfer switch operation.

**LEVEL 2
ANNUALLY**

1. All items listed under level 1.
2. Inspect air cleaners and replace, if necessary.
3. Change water filter, if installed.
4. Change oil and oil filters.
5. Change fuel filters.
6. Test coolant for proper ethylene glycol and conditioner concentration.
7. Includes the handling and disposal of the hazardous waste oil and coolant.

In addition, bidders are requested to provide the following on Quotation Schedule "B".

1. Labor rates for additional work that would be required for maintenance of the generator, including over time rates.
2. Travel time costs for any extra items and the mileage that would be charged to each area.
3. Price list of replacement parts (including brand name) that would normally be used for repair's (Attach to Quotation)

2. GENERAL REQUIREMENTS

Provide all labor, materials, equipment permits, fees, taxes, appliances, tools, transportation, etc. required to complete scheduled system maintenance and corrective maintenance as required.

All work shall be in full compliance with current rules and regulations of all applicable codes.

Work shall be performed at the Prevailing Wage Rates as outlined within the "Bidding Instructions" of this Request for Quotation (RFQ).

3. SCHEDULING OF WORK

Prior to commencement of the requested work, the contractor shall contact the Supervising Water/Wastewater Specialist at (559) 841-2394 to schedule the work.

QUOTATION SCHEDULES

QUOTATION SCHEDULE "A" FACILITY SERVICES

Vendor Name: _____

All labor, materials, equipment, permits, fees, taxes, etc. to provide generator maintenance in accordance with **Specifications and Scope of Work - Facility Services**.

Emergency Generators

LOCATION	UNIT DESCRIPTION	PARTS*	LABOR	TOTAL
140 - Elkhorn Correctional Facility 500 E. Elkhorn, Caruthers	Cummins 230 kW/500FDR5053FFW 288 KVA SN: HF90048-6/26-1	\$ _____	\$ _____	\$ _____
150 - Squaw Valley Comm.Center 30691 Kings Canyon Rd.	20KW Cummins-Onan Ford Engine LPG Fired SN: B010212252	\$ _____	\$ _____	\$ _____
154 – Meadow Lakes 42480 Radio Ln., Meadow Lakes	35KW Cummins GGPA GMv8 SN: C130467545	\$ _____	\$ _____	\$ _____
300 – UMC 445 S. Cedar, Fresno	1000KW CAT D349 SN: 61P00598	\$ _____	\$ _____	\$ _____
300 – UMC 445 S. Cedar, Fresno	1000KW CAT D349 SN: 61P00603	\$ _____	\$ _____	\$ _____
300 – UMC 445 S. Cedar, Fresno	150KW NT270GS SN: 10490806	\$ _____	\$ _____	\$ _____
348 – Health Dept. Portable 4590 E. Kings Canyon	250KW SN: C020343957	\$ _____	\$ _____	\$ _____
348 – Health Dept. Portable 4590 E. Kings Canyon	250KW SN: C020343958	\$ _____	\$ _____	\$ _____
348 – Health Dept. Portable 4590 E. Kings Canyon	35KW SN: D010232799	\$ _____	\$ _____	\$ _____
501 Juvenile Hall Annex 744 S. Tenth Street	150KW Cummins Diesel SN: 393361	\$ _____	\$ _____	\$ _____
509 – Computer Services Dept 1020 S. 10 th Street	750KW CAT Diesel 3508 SN: 23Z03648	\$ _____	\$ _____	\$ _____
515 – Probation 890 S. Tenth Street	20KW Ford-Onan Natural Gas	\$ _____	\$ _____	\$ _____
603 – Hall of Records 2281 Tulare Street	200KW Cummins Diesel SN: A000040120	\$ _____	\$ _____	\$ _____
604 – Sheriff Admin. Bldg. 2200 Fresno Street	125KW Cummins Diesel SN: 1040688316	\$ _____	\$ _____	\$ _____
605 – So. Annex Jail 2204 Fresno Street	50KW Kohler Natural Gas SN: EF3310384	\$ _____	\$ _____	\$ _____
605 – So. Annex Jail 2204 Fresno Street	300KW CAT Diesel 3406 SN: 75X01187	\$ _____	\$ _____	\$ _____
607 – Mail Jail 1225 M Street	1100KW CAT Diesel 3512 SN: 24Z01743	\$ _____	\$ _____	\$ _____

608 – North Annex Jail 1225 M Street	1250 Cummins Diesel SN: J010294265	\$	\$	\$
610 – Fresno County Plaza 2200 Tulare Street	500KW Cummins Diesel SN: OE3308448	\$	\$	\$
611/612 – Brix/Mercer Bldg. 1221 Fulton Mall	155KW CAT Diesel 3306 SN: 66D36835	\$	\$	\$
619 – Satellite Jail 110 M Street	300W CAT Diesel 3408 SN: 67U09481	\$	\$	\$
630 – Central Kitchen 200 N. H Street	750KW Cummins Diesel SN: E010244526	\$	\$	\$
712 – JJC 3333 E. American Avenue, Fresno	1500KW CAT 3512 4160 Volt SN: 6DW01519	\$	\$	\$
712 – JJC 3333 E. American Avenue, Fresno	1500KW CAT 3512 4160 Volt SN: 6DW01520	\$	\$	\$
1829 - Bear Mountain Radio Site; GPS 37-18-51.2 N 119-41-10.9 W	60KW Onan 60DSFAD SN: D080169022	\$	\$	\$
9975 Joaquin Ridge GPS 36- 18-16.8 N 120-24-11.5 W	60KW CA D604 SN: E4M04794	\$	\$	\$

Fire Pumps

LOCATION	UNIT DESCRIPTION	PARTS*	LABOR	TOTAL
100 – Elkhorn Correctional Facility 500 E. Elkhorn, Caruthers	Cummins Fire Pump SN: 45427318	\$	\$	\$
710 – JJC Water Treatment 3333 E. American Avenue, Fresno	Clark Fire Pump; 183HP, JU6HUF50 SN: PF6068T322465	\$	\$	\$
712 – JJC Chiller Room 3333 E. American Avenue, Fresno	Cummins Fire Pump; 6BTA5.9-F2 130HP SN: 45427318	\$	\$	\$

Vendor Name: _____

All labor, materials, taxes, insurance, permits, handling and proper disposal of the hazardous waste coolant to perform Item #10, under Minimum Requirements page of “Requirements, Specifications, Scope of Work for Facility Services” section of this RFQ (Page 23).

\$ _____ First Year

\$ _____ Second Year

\$ _____ Third Year

Vendor Name: _____

QUOTATION SCHEDULE "B"
RESOURCES-SPECIAL DISTRICTS

All labor, materials, equipment, permits, fees, taxes, insurance etc. to provide generator maintenance in accordance with **Specifications and Scope of Work - Resources-Special Districts** section of this RFQ.

LEVEL 1

35 kW	\$ _____
75kW	\$ _____
125 kW	\$ _____
250 kW	\$ _____
5000 W	\$ _____

LEVEL 2

35 kW	\$ _____
75kW	\$ _____
125 kW	\$ _____
250 kW	\$ _____
5000 W	\$ _____

EXTRA SERVICES

Standard Labor Rate	\$ _____
Overtime Labor Rate	\$ _____

TRAVEL TIME TO VARIOUS AREAS

SHAVER LAKE	\$ _____
FRIANT	\$ _____
BRIGHTON CREST SUBDIVISION (NEAR MILLERTON LAKE)	\$ _____
QUAIL LAKE SUBDIVISION (ACADEMY AND SHAW)	\$ _____

MILEAGE	_____ per mile
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*Indicate where mileage starts and stops (i.e. portal to portal, Fresno to Jobsite, etc.)

PARTS PRICING FOR BOTH FACILITY SERVICE AND RESOURCES SPECIAL DISTRICTS.

RETAIL LESS	_____ %
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QUOTATION SCHEDULE "C"**AIR FILTER PRICING****Provide price list, part numbers for Air Filters**

Bldg #	Building	Description	Part Number	Cost
140	Elkhorn Correctional Facility	Cummins230 kW/500FDR5053FFW 288 KVA		\$
150	Squaw Valley Comm. Center	20KW Cummins-Onan Ford Engine LPG Fired		\$
154	Meadow Lakes	35KW Cummins GGPA GMv8		\$
300	UMC	1000 KW CAT D349		\$
300	UMC	150 KW NT270GS		\$
348	Health Dept. Portable	250KW		\$
348	Health Dept. Portable	35KW		\$
501	Juvenile Hall Annex	150KW Cummins Diesel		\$
509	Computer Services Dept	750KW CAT Diesel 3508		\$
515	Probation	20KW Ford-Onan Natural Gas		\$
603	Hall of Records	200KW Cummins Diesel		\$
604	Sheriff Admin. Bldg.	125KW Cummins Diesel		\$
605	So. Annex Jail	50KW Kohler Natural Gas		\$
605	So. Annex Jail	300KW CAT Diesel 3406		\$
607	Main Jail	1100KW CAT Diesel 3512		\$
608	North Annex Jail	1250 Cummins Diesel		\$
610	Fresno County Plaza	500KW Cummins Diesel		\$
611/612	Brix/Mercer Bldg.	155KW CAT Diesel 3306		\$
619	Satellite Jail	300W CAT Diesel 3408		\$
630	Central Kitchen	750KW Cummins Diesel		\$
712	JJC	1500KW CAT 3512 4160 Volt		\$
712	JJC	1500KW CAT 3512 4160 Volt		\$
1829	Bear Mountain Radio Site	60KW Onan 60DSFAD		\$
9975	Joaquin Ridge	60KW CA D604		\$

Note: Bidder(s) prices above to reflect their after discount price.

CHECK LIST

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

Check off each of the following:

1. _____ The Request for Quotation (RFQ) cover page has been signed and completed (original signature).
2. _____ One (1) original and two (2) copies of the RFQ have been provided.
3. _____ Any/All Addenda, have been completed, signed and included in the bid package.
4. _____ The "Participation" page has been completed and signed.
5. _____ The completed *Reference List* as provided with this RFQ.
6. _____ All *Quotation Schedule's* as provided with this RFQ, have been completed, priced, reviewed for accuracy, and any corrections initialed in ink.
7. _____ Emergency work section (page 22) has been completed and submitted with RFQ response.
8. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
9. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No. <u>285-5220</u>
Closing Date: <u>November 6, 2013</u>
Closing Time: <u>2:00 P.M.</u>
Commodity or Service: <u>Generator Maintenance and Repairs</u>

This Checklist does not need to be returned with your bid.