

# COUNTY OF FRESNO

## REQUEST FOR QUOTATION

NUMBER: 578-5215

### RE-LOCATABLE OFFICE UNIT FOR HOUSEHOLD HAZARDOUS WASTE (HHW) FACILITY

October 2, 2013

ORG/Requisition: 9015/ 9011400006

PURCHASING USE  
ssi

G:\PUBLIC\RFQ\578-5215 RELOCATABLE OFFICE UNIT FOR HHW  
FACILITY.DOC

**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, 2<sup>nd</sup> Floor  
FRESNO, CA 93702-4599

**CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON OCTOBER 23, 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](mailto:CountyPurchasing@co.fresno.ca.us), phone (559) 600-7117, 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 <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> 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 of \_\_\_\_\_ % \_\_\_\_\_ 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 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.

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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.

## OVERVIEW

The County of Fresno is soliciting bids for one (1) re-locatable office unit to serve as the office and employee rest area (Office Unit) for its Regional Permanent Household Hazardous Waste (HHW) Management Facility (HHW Facility). The HHW Facility is currently under construction at the American Avenue Disposal Facility (AADS) located at 18950 W. American Avenue, Kerman, CA. The Office Unit shall be a new, ground-level unit, eight (8) feet wide by twenty feet (20) long. The bid shall include the cost of providing and installing an ADA compliant ramp and landing (Related Elements) for access to the Office Unit.

As the HHW Facility will be operated in extreme weather conditions indicative of the San Joaquin Valley, the Office Unit must be durable and well-suited to a windy, dusty, very harsh environment noted for very hot summers and very cold winters.

Specifications and Requirements are shown within this Request for Quotation under the heading of "Specifications/Requirements".

Bidder(s) quotation shall include all costs associated with the purchase, delivery, installation, placement and leveling etc. of the unit, as also specified under the "Specifications/Requirements".

The County of Fresno will provide a concrete slab suitable for placing and leveling the office unit and related elements. It is currently estimated that construction, completion, inspection and approval of the slab will be early December 2013.

## BIDDING INSTRUCTIONS EQUIPMENT

The County of Fresno is soliciting bids to provide all labor, material, equipment, transportation, installation, permits, fees, taxes and insurances, etc. for the purchase of one (1) new ground level re-locatable office unit.

**LOCAL VENDOR PREFERENCE:** The Local Vendor 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).

**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.

**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 equipment and 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 October 11, 2013 at 9:00 A.M. (cut-off date and time).

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, CA 93702, e-mailed to [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us) or faxed to (559) 600-7126. If faxing, the bidder must confirm receipt by phone ((559) 600-7117) within one-half (1/2) hour of transmission.

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

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.

**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 is to be identical to the original, including all supporting documentation (i.e. literature, brochures, reports, schedules, specifications, drawings etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**AWARD:** Award will be made to the vendor(s) offering the equipment 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.

**FIRM QUOTATION:** All quotations shall remain firm for at least one hundred and twenty (120) 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 equipment and services 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.

**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 number. The Contractor shall obtain the "Invoice to" address when receiving the order.

**PAYMENT:** The bidder agrees to provide equipment and other requirements as stated in this Request for Quotation. The County of Fresno agrees to pay bidder at the terms and conditions stated in the Request for Proposal.

Payment will be withheld until complete delivery is made by the Vendor and such delivery is accepted by County as being complete and satisfactory.

**PAYMENT TERMS:** Payment terms are Net 45 days unless otherwise quoted. The payment period shall be computed from the date that County makes final acceptance of the equipment/product or from date of receipt of invoice, whichever is latest. Invoices must be submitted as stated in the Purchase Order or Contract.

**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.

**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.

#### **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, Purchasing Manager at 4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor, Fresno, CA 93702, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not 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.

**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.

**F.O.B. DESTINATION:** Bid to be quoted F.O.B. Destination and, where applicable, shall include any and all installation and adjustment fees. Bidder is responsible for said installation and adjustments to the satisfaction of the Department. Delay in delivery and/or installation will be considered a breach of contract. 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.

**INSTALLATION:** All installation, if required, shall be in accordance with the Manufacturer's specifications and comply with the current uniform building code.

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

**ALTERNATES MAY BE ACCEPTED:** The County reserves the right to permit deviations from the specifications if an article offered is substantially in accord with the specifications and is deemed by the County to be satisfactory for its intended use as an article fully meeting specifications. The County will be the sole judge in the determination of acceptable deviations. Unless exceptions are noted by bidder, the article offered will be assumed to be in accord with specifications.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or

deviations are shown, the bidder will be required to furnish item exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder

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

**REPAIRS WHILE UNDER WARRANTY:** All shipping charges, mileage, charges for servicemen, parts, and labor required shall be included under warranty.

**SAFETY/EQUIPMENT STANDARDS:** Equipment must be furnished with all protection devices in accordance with the requirements of CALIFORNIA-OSHA.

**NON-FUNDING CLAUSE:** Funds provided for equipment supplied under the terms of this bid are contingent on the approval of the appropriating government agency. Should sufficient funds not be allocated, the equipment or the amount of equipment to be supplied may be modified or terminated at any time.

***BIDDER TO COMPLETE:***

**WARRANTY & SERVICE:**

State the warranty and/or guarantee provisions applicable to the equipment or attach warranty form with your bid.

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**GUARANTEED PICK UP AND/OR DELIVERY:** Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of days from receipt of order to delivery):

---

By: \_\_\_\_\_  
(Authorized Signature)

**INSTALLATION OF UNIT:** Bidder to state how many days will be required to install, place and level the office unit and related elements after delivering to the American Avenue Disposal Site:

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*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 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.***

## SPECIFICATIONS/REQUIREMENTS

The County of Fresno is soliciting bids for one (1) re-locatable office unit to serve as the office and employee rest area (Office Unit) for its Regional Permanent Household Hazardous Waste (HHW) Management Facility (HHW Facility). The HHW Facility is currently under construction at the American Avenue Disposal Facility (AADS) located at 18950 W. American Avenue, Kerman, CA. The Office Unit shall be a new, ground-level unit, eight (8) feet wide by twenty feet (20) long. The bid shall include the cost of providing and installing an ADA compliant ramp and landing (Related Elements) for access to the Office Unit.

### Basic Specifications/Costs:

As the HHW Facility will be operated in extreme weather conditions indicative of the San Joaquin Valley, the Office Unit must be durable and well-suited to a windy, dusty, very harsh environment noted for very hot summers and very cold winters. Specific features of the Office Unit shall include:

- Steel frame with four (4) inch cold-formed steel columns
- Four (4) inch panelized walls with steel siding and roof
- Fully self-contained to include electrical power and air conditioning/heating
- PVC flooring over cement-bonded floor
- Solid thirty-six (36) inch entry door with locking hardware
- Windows that can be opened
- Security bars at windows
- Must withstand 150 mph winds
- Cost/installation of high-efficiency HVAC system
- A.D.A. compliant disabled accessible ramp and landing

The Bid shall include as an option the cost of providing custom exterior painting of the Office Unit and Related Elements.

Placement of windows, doors and the electric outlets/hook-ups to be included in the Office Unit and Related Elements. These outlets and hook-ups will be suitable for and allow for the future placement/connection of a microwave, small refrigerator, water cooler, computers and light fixtures. Please note that all water, appliances, cabinets, shelving, lighting fixtures and other furnishings shall be provided by and installed by the County.

The Bid shall include all costs associated with purchasing, transporting, delivery to and unloading of the Office Unit and Related Elements at the AADS. It shall include any required assembly and all installation costs (labor and equipment), including placement and leveling. Anchoring of the Office Unit and Related Elements to the concrete pad will be provided by the County. The Bid also shall indicate how many days will be required to install the Office Unit and Related Elements after delivery to AADS.

The County shall provide a concrete slab suitable for placing and anchoring the Office Unit and Related Elements.

**Delivery and Installation**

Delivery and installation of the Office Unit and Related Elements will not occur until construction of the slab upon which they are to be placed has been completed, currently estimated to be sometime in early December 2013. The County will notify the successful Bidder when the installation, inspection and approval of the concrete slab have been completed and the slab is ready to accept the Office Unit. After said notification, the successful Bidder will have ten (10) working days within which to deliver and begin installation of the Office Unit and Related Elements, unless all parties mutually agree to more or less time.

Delivery and installation of the Office Unit and Related Elements must be coordinated and pre-arranged with Landfill management staff and Fresno County Capital Projects, to insure that the landfill operations, regulations and safety considerations are not compromised. In addition, delivery and installation must be undertaken within AADS normal operating hours. The hours indicated below were in effect at the time this RFQ was distributed. The Bidder will be notified and will be bound by any changes in these operating hours:

- Monday – Friday from 6:00 a.m. to 5:00 p.m.
- Saturday from 7:00 a.m. to 4:00 p.m., and
- Sunday from 8:00 a.m. to 4:00 pm.

**Additional Requirements:**

Prior to the award, the Successful Bidder shall:

- Complete and submit CalRecycle Form 74G (Reliable Contractor Declaration)
- Agree to complete and submit CalRecycle Form 168 (Recycled-Content Certification for CalRecycle Grant Programs) along with the Invoice/Request for Payment. Payment will not be processed without a completed Form 168. (Please note that this form only requires the **reporting** of recycled content. It does not require there be any specific amount or any recycled content.)
- Provide documentation acceptable to the County Architect demonstrating that any/all proposed alternatives to/deviations from the required specifications are equal to the specifications in the RFQ.

County will require from the successful bidder, a complete description of the unit, to include materials and structural calculations.

## QUOTATION SCHEDULE

UNIT PRICE

- |  |   |    |          |
|--|---|----|----------|
| 1. Provide all labor, materials, equipment, permits, fees, taxes, insurance, transportation, delivery, installation, placement, leveling, etc. with the purchase of one (1) new ground-level re-locatable office as specified within this Request for Quotation. | 1 | EA | \$ _____ |
|--|---|----|----------|

Quote shall include the provision and installation of an ADA compliant ramp, landing and related elements for access to the office unit.

Same as or equal to the ModSpace HQ Office Unit.

**If alternate state:**

Brand/Make/Model:

\_\_\_\_\_  
(Include all specifications/literature etc.)

Sales tax (8.225%)	\$ _____
--------------------	----------

<b>TOTAL</b>	<b>\$ _____</b>
--------------	-----------------

Cost option of providing custom exterior painting of the office unit and related elements.	\$ _____
--	----------

## 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. \_\_\_\_\_ Page One (1) of the Request for Quotation (RFQ) 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, if any, have been completed, signed and included in the bid package.
4. \_\_\_\_\_ The completed *Reference List* as provided with this RFQ.
5. \_\_\_\_\_ *Participation* page as provided with this RFQ.
6. \_\_\_\_\_ The *Quotation Schedule*, as provided with this RFQ has been completed, priced reviewed for accuracy and any corrections initialed in ink.
7. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. \_\_\_\_\_ *Bidder to Complete* page as provided with 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. <b>578-5215</b>
Closing Date: <b>October 23, 2013</b>
Closing Time: <b>2:00 P.M.</b>
Commodity or Service: <b>Re-locatable Office Unit for Household Hazardous Waste (HHW) Facility</b>

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

## **ATTACHMENTS**

- A. Examples of CalRecycle Forms**
  - **74G Recycled-Content Certification for CalRecycle Grant Programs**
  - **168 Reliable Contractor Declaration**
- B. Area Plan Showing Office Location**

# Attachment A

STATE OF CALIFORNIA  
Department of Resources Recycling and Recovery (CalRecycle)  
CalRecycle 74G- (Revised 02/10)

Grant # \_\_\_\_\_

Grantee \_\_\_\_\_

## Recycled-Content Certification for CalRecycle Grant Programs

**Grantees:** Review completed form and submit a copy to your CalRecycle grant manager as specified in your grant agreement.

☐ Check box if no products, materials, goods, or supplies were purchased with grant funds.

The contractor, vendor, product supplier, bidder, or grantee should complete this form. Complete a row for each product purchased with grant funds. Attach additional sheets if necessary. Information on all products must be included, even if products contain no recycled content material. Product labels and catalog/website descriptions will be accepted as verification of the information provided. **Please see footnotes on the back of this page.**

Product Supplier \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Web site \_\_\_\_\_

Qty	Unit of Measure	Grant Dollars	Product Manufacturer	Manufacturer product ID #	Product Description	Product Category <sup>1</sup>	Postconsumer Material (Percent) <sup>2</sup>	Secondary Material (Percent) <sup>3</sup>	Virgin Content (Percent) <sup>4</sup>	Total Percent <sup>5</sup>
1,000	1	\$918	New leaf	80# cover	Educational Brochure – Evercrest paper	PW	50%	50%	0%	100%
2	each	\$60	DGS - Surplus property	#7392	8 foot Folding Table	ST	Used item	%	%	100%
452 tires	5424 lbs*	\$25,000	EMC	SAMPLES	Kid Kushion Playground Safety Tile, purple mountains	TD	100%	%	%	100%
		\$					%	%	%	100%
		\$					%	%	%	100%
		\$					%	%	%	100%
		\$					%	%	%	100%
		<b>Total:</b>								
		\$								

\*12 pounds = 1 tire

Public Contract Code (PCC) sections 10233, 10308.5, & 10354: All vendors and contractors are required to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold. PCC 12213 and 12205(a): State agencies must require all suppliers to certify the recycled content of all products offered or sold to the State.

☐ **Tire grants only:** Please check this box to certify under penalty of perjury that the material provided to the above named grantee is manufactured from 100% California waste tire rubber. I understand that if an audit discloses the use of non-California waste tire rubber, CalRecycle may request reimbursement from the above named product supplier/contractor for the tire rubber material costs.

Print name of person completing form

Title

Agency/Company

Signature of person completing form

## Attachment A

### Footnotes

1. **Product category** refers to the title given to each of the product categories (see list to the right). For products made from multiple materials, choose the category that comprises most of the product by cost, weight, or volume. **If the product does not fit into any of the product categories, enter "N/A."** **Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone systems, printers, copiers, and fax machines.**
2. **Postconsumer material** comes from products that were bought by consumers, used, and then recycled. For example, a newspaper that has been purchased and read, then recycled, and used to make another product would be postconsumer material.
3. **Secondary material** consists of fragments of finished products of a manufacturing process. Examples of secondary material include paper trimmed from an oversized roll in the printing plant or a rough edge trimmed from a molded plastic product. These excess materials are recycled prior to the finished product reaching a consumer. Therefore, that material would be secondary material (also referred to as preconsumer or postindustrial material) as opposed to postconsumer material.

Example: If copy paper contains 20 percent postconsumer material, the remainder is virgin material. Indicate 20 percent in the Postconsumer column and 80 percent in the Virgin Material column. If it contains 20 percent postconsumer material and 40 percent secondary material, indicate 20 percent in the Postconsumer column, 40 percent in the Secondary Material column, and 40 percent in the Virgin Material column.

4. **Virgin material** is that portion of the product made from new or non-recycled material. The material is neither secondary nor postconsumer.
5. **Total percent** is the sum of the Postconsumer Material column, Secondary Material column, and Virgin Material column. It must equal 100 percent.

Note: If the product is a used, refurbished or remanufactured product, such as a remanufactured toner cartridge or a retread tire, include this information in the product description column, but do not complete the postconsumer material, secondary material, and virgin material columns. The recycled content requirement for these products has been met because they are being reused rather than disposed of once their life cycle (as a consumer item) is complete.

For more information, please visit [www.calrecycle.ca.gov/BuyRecycled/](http://www.calrecycle.ca.gov/BuyRecycled/).  
To locate recycled-content products search: [www.calrecycle.ca.gov/rcp](http://www.calrecycle.ca.gov/rcp).

Product category	State's minimum recycled-content requirements
<b>AF - Antifreeze</b> engine coolant added to radiator water in cars, trucks, and many other types of engines	70% PC
<b>CO - Compost and co-compost</b> landscaping materials, erosion control, weed control, decomposed organic yard, or food materials	50% TR 10% PC
<b>GL - Glass Products</b> windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets	50% TR 10% PC
<b>LO - Lubricating Oils</b> motor, transmission fluids, power steering, crankcase, transformer dielectric fluids, gear, hydraulic, industrial fluids, base stock for tractors, vehicles, cars, trucks, and buses	70% PC
<b>PT - Paint</b> latex paint, interior/exterior, maintenance	50% PC
<b>PP - Paper Products</b> paper janitorial supplies, corrugated boxes, paperboard (boxes, cartons, wrapping), hanging files, file boxes, building insulation, and containers	50% TR 10% PC
<b>PL - Plastic Products</b> toner cartridges, blank diskettes and CDs, carpet, office products, plastic lumber, waste baskets, benches, tables, fencing, clothing, packaging, signs, posts, and binders	50% TR 10% PC
<b>PW - Printing and Writing Paper</b> xerographic and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock	30% PC
<b>SO - Solvents</b> heavy printer cleaner, auto degreaser, parts cleaner	70% PC
<b>ST - Steel Products</b> automobiles, vehicles, staplers, paper clips, furniture, scissors, pipe, and shelving. Steel products made in North America, Europe, and Japan meet SABRC requirements; thus, complete only Dollars, Product Description, and Product Category.	25% TR 10% PC
<b>TD - Tire-Derived Products</b> flooring, wheelchair ramps, playground cover, parking bumpers, truck-bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, and posts	50% PC
<b>TI - Tires</b> passenger, truck, bus, and equipment tires. For retread tires indicate "retread" in the product description column, but do not complete postconsumer, secondary, and virgin material columns	50% TR 10% PC

TR = total recycled content    PC = postconsumer

**Attachment A**

STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CalRecycle)

**RELIABLE CONTRACTOR DECLARATION**

CalRecycle 168 (Revised 3/10)

This form must be completed and submitted to the Department of Resources Recycling and Recovery (CalRecycle) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CalRecycle's Grantees comply with the Unreliable List requirement of their Terms and Conditions.

The Unreliable List provision requires the following:

Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to CalRecycle a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page, or refer to [www.calregs.com](http://www.calregs.com)

Please return the completed form(s) to:

Department of Resources Recycling and Recovery

*Name of your Grant Program*

Attn: *Name of your Grant Manager*

P.O. Box 4025

Sacramento, CA 95812-4025

<b>GRANTEE INFORMATION</b>	
<b>GRANTEE NAME:</b>	<b>GRANT NUMBER:</b>
<b>PRIMARY CONTACT NAME:</b>	
<b>CONTRACTOR INFORMATION</b>	
<b>CONTRACTOR NAME:</b>	
<b>AUTHORIZED CONTRACTOR REPRESENTATIVE NAME:</b>	
<b>MAILING ADDRESS:</b>	
<i>As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.</i>	
<i>Signature</i>	<i>Date</i>

**RELIABLE CONTRACTOR DECLARATION**

CalRecycle 168 (Revised 3/10)

**Title 14 CCR, Division 7, Chapter 1****Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees****Section 17050. Grounds for Placement on Unreliable List**

The following are grounds for a finding that a contractor, any subcontractor that provides services for a CalRecycle agreement, grantee or borrower is unreliable and should be placed on the CalRecycle Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to CalRecycle due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et seq; or
- (c) Default on a CalRecycle loan, as evidenced by written notice from CalRecycle staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by CalRecycle; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the CalRecycle contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous CalRecycle contract, any subcontract for a CalRecycle agreement, grant, or loan, resulting in termination of the CalRecycle contract, subcontract, grant or loan by the CalRecycle or prime contractor; or
- (g) Placement on the CalRecycle's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any CalRecycle contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by CalRecycle to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
  - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
  - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
  - (3) The entity includes a Principal Manager who:
    - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
    - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
  - (4) The entity has a person who owns 20% or more of the entity, if that person:
    - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
    - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
  - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
    - 1. Is on the Unreliable List; or,
    - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
  - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

- 1) ALL CONDUIT ABOVE GRADE & PASSES THROUGH CONCRETE SHALL BE PVC COATED RIGID STEEL. OUTLET BOXES & J-BOXES SHALL BE PVC CAST STEEL. ALL STRAPS, STRUT, MISC. HARDWARE & SCREWS SHALL BE STAINLESS STEEL.
- 2) SEE CANOPY LIGHTING DETAIL THIS SHEET.
- 3) TERMINATE UFFER GROUND IN DISCONNECT SWITCH. CONNECT UFFER GROUND TO BUILDING COLD WATER & BUILDING STEEL.
- 4) POST MOUNTED RECEPTACLES - SEE DETAIL THIS SHEET.
- 5) BOLT GROUND TO STRUCTURE AFTER IT IS PLACED.

