

**COUNTY OF FRESNO**  
**REQUEST FOR PROPOSAL**  
**NUMBER: 946-5421**  
**WATER/SEWER BILLING SERVICES FOR SPECIAL**  
**DISTRICTS**

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Issue Date: January 19, 2016

Closing Date: FEBRUARY 29, 2016

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

Questions regarding this RFP should be directed to: Louann Jones,  
phone (559) 600-7118 or e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us).

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

Please submit all Proposals to:

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

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BIDDER TO COMPLETE

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

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

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( )

( )

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

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SIGNATURE (IN BLUE INK)

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PRINT NAME

TITLE

PURCHASING USE: LJ:hrs

ORG/Requisition: 91400801 / 1401600031

## COUNTY OF FRESNO PURCHASING

### STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

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

## GENERAL CONDITIONS

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

1. BID PREPARATION:

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

2. SUBMITTING BIDS:

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

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

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

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

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

3. FAILURE TO BID:

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

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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

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

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### 6. AWARDS:

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

### 7. TIE BIDS:

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

### 8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. SAMPLES:

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

### 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

### 11. DISCOUNTS:

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

### 12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

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

### 13. SPECIAL REQUIREMENT:

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

### 14. RECYCLED PRODUCTS/MATERIALS:

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

### 15. YEAR COMPLIANCE WARRANTY:

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

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

### 16. PARTICIPATION:

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

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

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### 17. CONFIDENTIALITY:

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

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

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

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

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

### 18. APPEALS:

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

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

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

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

### 19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

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

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

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

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

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

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

### 22. DATA SECURITY:

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

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

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

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data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

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

### 23. PURCHASING LOCATION & HOURS:

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

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

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

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

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

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

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

benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

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

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

Fresno County is the sole client, such as:

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

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

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

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

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

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

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

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

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

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

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

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

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

### Medical Professional Contracts

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

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

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

### Contracts for Legal Services

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

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

The selection of and contracting with firms to provide legal services shall be coordinated through the County Counsel's Office. The County Counsel shall

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

### Prohibited Bids Concerning End Product of Consulting Contracts

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

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

## **ADMINISTRATIVE POLICY NUMBER 71**

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

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

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

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

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

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## OVERVIEW

The County of Fresno on behalf of the Department of Public Works & Planning, is requesting proposals from qualified vendors to provide the following: enter into a competitive process to secure a contract for the management and operation of billing services for the County's Special Districts (Districts).

The County seeks responses from firms with a proven track record in utility billing, printing, mailing, and collection services and address all areas specified in the Scope of Work.

The County requires a well-managed and financially sound billing firm with demonstrated skills and technical ability, high levels of customer service, responsiveness and satisfaction, to fulfill the requirements outlined in this Request for Proposal (RFP).

The primary focus of this RFP is to provide the County with efficient, cost effective utility billing, printing, mailing, and collection services for over 2,000 customers located in 33 Districts throughout the County.

## KEY DATES

<b>RFP Issue Date:</b>	<b>January 19, 2016</b>
<b>Vendor Conference:</b> <i>Vendors are to contact Louann Jones at <a href="mailto:ljones@co.fresno.ca.us">ljones@co.fresno.ca.us</a> if planning to attend vendor conference.*</i>	<b>February 4, 2016 at 10:00 A.M. PST</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702
<b>Deadline for Written Requests for Interpretations or Corrections of RFP:</b>	<b>February 17, 2016 at 10:00 A.M. PST</b> E-Mail: <a href="mailto:CountyPurchasing@co.fresno.ca.us">CountyPurchasing@co.fresno.ca.us</a>
<b>RFP Closing Date:</b>	<b>February 29, 2016 at 2:00 P.M. PST</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702

**\*A Skype for Business invitation is an option for vendors to utilize. Contact Louann at [ljones@co.fresno.ca.us](mailto:ljones@co.fresno.ca.us) to receive a Skype invitation with a link to join the conference call.**

**(Skype for Business software is not required to participate. The link provided in the email invitation will open Skype for Business in any web browser and will allow you to participate in this conference.)**



## TRADE SECRET ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

# TRADE SECRET ACKNOWLEDGEMENT

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

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

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has <b><u>not</u></b> submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

## ACKNOWLEDGED BY:

( )		
Signature (In Blue Ink)	Telephone	
Print Name and Title	Date	
Address		
City	State	Zip

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

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## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

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

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

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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

**CERTIFICATION**

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

Signature:  
(in blue ink)

Date:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**REFERENCE LIST**

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

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

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

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

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

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

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

## PARTICIPATION

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

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

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County. \* **Note: This form/information is not rated or ranked for evaluation purposes.**

☐

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

☐

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

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(Authorized Signature in Blue Ink)

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Title

## GENERAL REQUIREMENTS

**DEFINITIONS:** The terms Bidder, Proposer, Contractor, and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

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

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

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

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

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

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

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

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

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

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

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

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

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

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

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

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.

2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

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

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

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

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

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

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

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

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

matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

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

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

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

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

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

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

A. Commercial General Liability

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

B. Automobile Liability

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

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

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

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Public Works & Planning – Resources, Attn: Business Office, 2220 Tulare, Suite 600, 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.

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

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

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

**CONFIDENTIALITY**

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

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

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

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

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

**APPEALS**

Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599 and in Word format to Gary Cornuelle, Purchasing Manager, at [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

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

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

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

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

**RIGHTS OF OWNERSHIP**

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

## BIDDING INSTRUCTIONS AND REQUIREMENTS

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

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

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

**VENDOR CONFERENCE:** On February 4, 2016 at 10:00 A.M. PST, a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Louann Jones at County of Fresno Purchasing, (559) 600-7118, if they are planning to attend the conference.

**NUMBER OF COPIES:** Submit **one (1) original and three (3) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

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

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

- a. Such questions are submitted in writing to the County Purchasing not later than February 11, 2016 at 10:00 a.m. PST. Questions must be directed to the attention of Louann Jones, Purchasing Analyst.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us).

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

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

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

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent.

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

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

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

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

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

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

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

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

## SCOPE OF WORK

The County of Fresno is seeking a qualified vendor to bid on a contract for the management and operation of billing services for the County's Special Districts (Districts).

A summary of services to be provided include responding to phone calls, billing, and collections from approximately 2,000 customers for 33 Districts located throughout the County.

The billing services to be provided shall include, but not be limited to the following areas:

### **A. Customer Accounts**

- Contractor will be responsible for adding/deleting/modifying customer account information.
- Contractor will immediately notify County of any customer account changes.
- Contractor must demonstrate that sufficient internal controls are in place to protect customer account data and shall keep all data confidential and use secure network practices to keep data safe, provide a means for secure data transmission, and shall be able to accept data transmission by e-mail and/or internet anytime.
  - Provide details about the security measures that are in place in the production facility, for online data transmission and in the Contractor's computer network.
  - Contractor must include in its proposal a contingency plan for catastrophic events including but not limited to natural disasters, data breaches, and business failure.
- Contractor will provide to County a current listing of customers on a monthly basis.
- Contractor will process change of ownership – Verify records, escrow, etc.
  - Must be able to pro-rate charges between prior owner & new owner

### **B. Call center services – inbound telephone calls from customers**

- Contractor must be available from 8 AM to 5 PM PST (excluding weekends and holidays) for billing inquiries.
  - After hour support – describe procedures.
  - Provide a list of company holidays
  - Provide contact points for customer service.
- Bilingual services (Spanish) must be offered.
- County will handle all other inquiries/calls for service.

### **C. Billing – calculation, creating, printing, and mailing of bills on a regular cycle**

- County will perform meter reads and submit data to Contractor.
- County will set up laptop for meter reads including verification of reads and observe reads for high or abnormal reads.
- Contractor will download data provided by the County.
  - Contractor shall confirm receipt of the proper data file via e-mail within two hours of receipt of the County's file. (The number of records contained in the file and the billing batch number will be used as confirming data).
  - Contractor must have procedures for ensuring that the bill file transmissions are completed successfully. Contractor must provide in the response details on what happens if a file transfer errors.



- Contractor will provide manual meter read sheets for the following Districts:
  - CSA 30, CSA 32 – Monthly
  - CSA 10, CSA 39 A/B, WWD 37, WWD 38, WWS 40 – Bi-monthly
- Contractor must provide samples of bills and 15 day notices in its proposal.
  - Contractor will use 8.5" x 11" single part, perforated forms that Z-fold to fit into #10 single window envelopes (perforation at the bottom third for remittance portion of statement).
  - Statements shall require industry standard bar coding for addresses on envelopes. The reverse side shall contain static utility billing information and in the future may contain variable data (special charges and/or adjustments) as contained in a customer's record.
  - Contractor shall accept inserts provided by the County.
  - Contractor shall furnish and warehouse all forms and envelopes used to process County bills, including #10 single window mailing envelopes with the County of Fresno return address and #9 single window return envelopes, preprinted with the County of Fresno address. Return #9 envelopes shall not include return postage.
  - Contractor shall have ability to modify their bill print formats to meet County specifications as requested by the County.
  - Contractor shall have multiple page and selective inserting capabilities.
  - Contractor shall have ability to print, fold, and stuff additional insert/information pieces of various sizes throughout the calendar year.
    - Contractor shall have capability to distinguish unique types of bills.
    - Contractor shall have the ability to segment inserts by unique type.
- Contractor will be a full service supplier that prints and mails utility bills at one facility.
- Contractor will be responsible for all postage.
- Contractor shall contractually guarantee the County's billing requirements and work schedule for customer support.
- Contractor will be required to print, insert, meter and mail via lowest discount rate the completed bills for delivery to the U.S. Postal Service preferably within the same business day, but no later than 24 hours. Under no circumstances the bill shall be mailed later than 24 hours after electronic submission.
- Contractor shall provide electronic mail-sort services to maximize postal discounts and mail bills at lowest discount rate. The following requirements shall be adhered to:
  - Bills must be mailed via presorted first class mail to maximize postal discounts
  - County should be able to verify proof of delivery to the USPS on an as-needed basis.
  - Contractor must provide reports of address changes so that County can update its records.
  - Contractor must provide in its proposal details about how it will insure the County receives the lowest possible postal rates, including information about minimum quantities for mailing.
- Contractor shall not intermingle County's mail with mail from other clients. Mail shall be packaged in trays that contain only County bills and shall be delivered to the USPS by the Contractor on behalf of the County.
- Contractor must have capability to print:
  - Logos

- Usage history graphs
- Multiple page bills as needed
- Contractor must have in place and provide as part of the response a comprehensive Quality Control plan for ensuring the data, printing, and mailing is error free.
- Vendor must be able to archive as PDF files of document images. PDF images must be available on the same day data files are processed.

**D. Accounts Receivable - Receiving, recording, processing and depositing of all payments, charging late fees, etc.**

- Contractor must provide a convenient location for customers to pay within the County of Fresno.
- Contractor must provide the ability for customers to pay on-line.
- Receive and extract payment
  - Contractor must process payment deposits via Automated Clearing House (ACH) to the County of Fresno on a weekly basis for each specific District.
- Identify non-processable payments and forward back to the County within 24 hours. If it's found that unprocessed payments are sent back in error, the County shall not pay a return processing fee. Contractor must provide proof that credit was issued to the County.
- Keep images accessible for a minimum of 90 days, with the ability to retrieve a copy for the County for 12 months.
- Include sample A/R aging report in proposal. The sample report needs to show how the report will be broken down by district.
- Contractor will make corrections to customers' accounts when payments are applied in error and notify County.
- Contractor will be responsible for collections on accounts that are over 30 days delinquent.
- Contractor will approve payment plans with customers through an agreed upon policy and provide customers with financing as necessary.
  - County will retain the right to deviate from the mutually agreed upon policy and be the deciding entity when a customer requests a different payment plan than that offered by the Contractor.

**E. Notification of turning on of water and shutting off water**

- Contractor will provide listing of 48 hour notices to County (24 hours in advance) 48 hour notices shall be posted on Tuesdays.
- County will physically post 48 hour notices at customers' residences.
- Contractor will provide listing of shut offs (delinquent account shut-offs only occur on Thursdays)
- County will physically perform shut off and turn on of water and communicate these to the Contractor
  - Contractor will track all shut off and turn on customers and apply charges to the customer's account as necessary per County's Turn On/Shut Off fees.
- County will also communicate any negligence fees needed to be added to a customer's account along with details/reasoning for the negligence fee.

**F. Monitoring and Reporting – tracking and reporting to County within specific time periods (i.e. monthly, quarterly, annually) billing reports, consumption data, and revenues for each tier for each special district, monthly notification/listing of customers for shut offs.**

- Include sample reports

**G. System Compatibility**

- Contractor must demonstrate the ability to utilize data from the laptop used by the County. Laptop software includes
  - Badger Meter
  - Orion Endpoint Utility 2.6.0
  - Orion ORS 2.5.0

**H. Rates**

- County will be responsible for the calculation of billing rates and will notify Contractor of any billing rate changes and effective dates.
- Contractor will be responsible for updating billing rates in their system as provided by County.

**I. Audits**

- As part of the proposal, Contractor must provide its most recent audit regarding its billing and collections.

**J. Overall billing must be in accordance with Fresno County Ordinance 14.10.**

**K. Additional Info**

- Attachments A through E provide additional detailed info:
  - Attachment A – County Ordinance 14.10
  - Attachment B - Lists the Districts currently being billed; the number of customers for each District, the type of service being billed, how often, and whether the meter reads are done manually or via the laptop.
  - Attachment C - Provides additional detail for each District, including the current and pending billing rates that have yet to be approved.
  - Attachment D - Lists the number of 48-hr notices and shut-off notices issued for the past year.
  - Attachment E - Sample Report

**L. Optional Services**

- The County may, during the term of this agreement, desire to purchase additional services from the Contractor in order to enhance the level of service it provides to its customers. Contractors responding to this RFP should respond in detail regarding their ability to provide the optional services. The County encourages Contractors to list any other services they provide that would benefit our customers or the County. The inability to provide any optional services will not cause a Contractor's proposal to be declared non-responsive; however, the ability to provide such services will be considered as part of the selection process. Pricing for optional services must be in addition to, and readily distinguishable from prices quoted for the requested services of this RFP.

## COST PROPOSAL

### A. Total All-Inclusive Maximum Price

The cost proposal should contain all pricing information relative to performing the billing services as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

For bidding purposes only, use 2,800 customers to compute your costs.

The all-inclusive maximum price will be based on a three year agreement with two (2) one year renewals based upon mutual written consent.

The County of Fresno will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal. The first page of the cost proposal should include the following information:

1. Name of Vendor
2. A total all-inclusive maximum price for the billing services.
3. Total **annual** maximum cost.
4. Out of pocket expenses for Vendor personnel (e.g. travel lodging and subsistence) will be reimbursed at the rates used by the County of Fresno for its employees. The current mileage rate is \$0.575 per mile; other reimbursement rates are as stated under the Internal Revenue Service Tax Code. All estimated out of pocket expenses to be reimbursed should be presented in the cost proposal. All expenses will be included in the "Total All-Inclusive Maximum Price" as submitted by the Vendor.

### B. Rates for Additional Services

If it should be necessary for the County of Fresno to request the Vendor to render any additional services to either supplement the services requested in this request for proposal or to perform additional work, then such additional work shall be performed only if set forth in an addendum to the contract between the County of Fresno and the Vendor.

## PROPOSAL CONTENT REQUIREMENTS

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

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

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

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

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

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

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

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

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

## AWARD CRITERIA

### **COST**

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

1. Does the cost proposal meet the requirements of the "COST PROPOSAL" section and include all pricing information relative to performing the billing services as described in this request for proposal with an all-inclusive maximum price that contains all direct and indirect costs including all out-of-pocket expenses?

### **CAPABILITY AND QUALIFICATIONS**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County.
- D. Does the bidder have the ability to provide a local, centralized location for customers to pay their bill?
- E. Did the bidder include sample billing statements?

### **MANAGEMENT PLAN**

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?



## CHECK LIST

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

*Check off each of the following:*

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

County of Fresno RFP No. <u>946-5421</u>
Closing Date: <u>February 29, 2016</u>
Closing Time: <u>2:00 P.M.</u>
Commodity or Service: <u>Water/Sewer Billing Services for Special Districts</u>

**Return Checklist with your RFP response.**

## ATTACHMENTS A-E

Attachment A – County Ordinance 14.10

Attachment B - Lists the Districts currently being billed; the number of customers for each District, the type of service being billed, how often, and whether the meter reads are done manually or via the laptop.

Attachment C - Provides additional detail for each District, including the current and pending billing rates that have yet to be approved.

Attachment D - Lists the number of 48-hr notices and shut-off notices issued for the past year.

Attachment E - Sample Report

## Chapter 14.10 - WATER SERVICE AND BILLING PROCEDURES FOR THE COUNTY OF FRESNO WATERWORKS DISTRICT

### Sections:

#### 14.10.010 - Purposes.

The board of supervisors of the county declares and finds that the public health and welfare make it necessary to establish water service and billing procedures within the territory of the county waterworks districts and county service areas where public water is provided by county facilities. Water service and billing procedures will increase the efficiency of the county service areas and waterworks districts in collecting service charges and providing service, ensuring that a cost-effective public water supply is available to the residents.

(Ord. 90-004, § 1)

#### 14.10.020 - Definitions.

As used in this chapter:

"Backflow prevention device" means a double check valve backflow prevention assembly that meets the American Waterworks Association Standard C510-89 or later.

"Backflow prevention device protective enclosure" means a protective enclosure made of redwood, brick or concrete, including lids that cover and protect backflow prevention devices.

"County" means the county of Fresno or its authorized representative.

"Curb stop" means a valve installed and operated by county on each customer's property for the purpose of providing or terminating water service to the property.

"Customer" means the owner of property receiving water service.

"Customer service property" means the property owned by the customer receiving service.

"Delinquent" means any water bill unpaid thirty days after the bill is issued.

"Fifteen-day warning notice" means a first notice mailed by U.S. Mail, postage paid, to water customers that are delinquent in payment of the bimonthly water bill.

"Flat rate" means a fixed periodic rate for water service delivered to a nonmetered service property.

"Forty-eight hour notice" means a second notice posted on the delinquent customer service property fifteen days after the fifteen-day warning notice has been mailed.

"Meter box" means a concrete vault or enclosure (installed on customer service property, set in the ground) for the purpose of future installation of a water meter and/or curb stop.

"Metered rate" means a rate per gallon of actual quantity of water delivered to the customer as measured and recorded by a meter.

"Water service restoration charge" means a charge as set forth in the Fresno County Master Schedule of Fees, Charges and Recovered Costs to recover labor, mileage, mailing notices and all other costs incurred by customer's failure to timely pay the bimonthly water bill following notices of delinquency. The charge includes the costs of billing and the termination and restoration of water service to a property after full payment of all delinquent charges has been made.

(Ord. 91-004, § 1; Ord. 90-022, § 1; Ord. 90-004, § 1)

## 14.10.030 - Billing procedures.

- A. Bimonthly Billing. Where there is no provision to collect water charges on the tax rolls, property owners within the boundaries of the county waterworks districts and county service areas will be billed directly for water service on a bimonthly basis. Billing shall be by either a flat rate as established in the master schedule of fees, or where meters have been installed, a metered rate based on actual usage.
- B. Due Date. Water bills shall be issued to the customer on a bimonthly basis and shall become due on the date of issue.
- C. Delinquent Bills. Failure to pay the water bill in full within thirty days following the date of the invoice shall result in the bill being deemed delinquent.
- D. Fifteen-Day Warning. Customers who are delinquent thirty days after the date of the invoice shall receive a fifteen-day warning notice. Failure to pay the bill within fifteen days shall automatically initiate a forty-eight-hour notice.
- E. Forty-Eight-Hour Notice. If the account remains unpaid at the end of the fifteen-day warning period, the county shall post a forty-eight-hour shut-off notice on the customer's property. Failure to pay the delinquent water charge within forty-eight hours (not including Saturday, Sunday or county holidays) after the posting of the notice shall result in termination of water service.
- F. Tax Lien. Any delinquent water bills that remain unpaid for sixty days or more from the date of the invoice shall constitute special assessments against the respective parcels of land and are a lien on the property. The amount of such delinquent fees subject to collection on the tax rolls are subject to all penalties and procedures for collection of property taxes. Such charges shall be placed on the tax rolls once a year pursuant to Government Code Section 25210.77f and Water Code Section 55501.

(Ord. 90-004, § 1)

## 14.10.040 - Dishonored checks.

- A. Returned Check Charge. The county will impose a returned check charge for checks received which have been drawn against insufficient funds, as determined by the county auditor-controller/treasurer. Said charge is set forth in the Fresno County master schedule of fees, charges and recovered costs.
- B. Termination of Service. In the event service is restored on the basis of payment by check, and such check is subsequently found to be drawn against insufficient funds, the county shall immediately terminate service. Notice of termination shall be posted on the customer service property and restoration of service shall only be initiated by the county when payment by money order, cash or certified bank draft is received in the auditor's office.

(Ord. 90-004, § 1)

## 14.10.050 - Water service restoration.

Where water service has been terminated, a water service restoration charge as defined in Section 14.10.020(K) shall be added to the delinquent amount due. After payment in full of the delinquent amount and the water service restoration charge, the water service will be restored. The amount of the water service restoration charge shall be as set forth in the Fresno County master schedule of fees, charges and recovered costs for the particular county waterworks district or county service area in which customers service property is located.

(Ord. 90-004, § 1,)

## 14.10.060 - Water meter boxes.

- A. Water meter boxes shall be required and installed by the customer for all new water services or connections after the effective date of the ordinance codified in this chapter within the county waterworks districts and county service areas. The meter boxes shall be county-approved, concrete and installed in a location as determined by the county.
- B. For all new services in districts with metered water service after the effective date of the ordinance codified in this chapter, the county will install a water meter at the time water service is requested by the customer. Meter and installation charges shall be as specified in the Fresno County master schedule of fees, charges and recovered costs for the particular county waterworks district or county service area in which customer service property is located.

(Ord. 90-004, § 1)

## 14.10.070 - Lifeline water amount and excessive use billing.

- A. The county may set a daily or monthly lifeline amount of water use in waterworks districts and county service areas where a flat rate for water is charged and water meters installed and read regularly.
- B. The county may charge customers for excessive water use greater than the lifeline amount of water set in waterworks districts and county service areas where water service is provided.
- C. The county may charge a fee, set forth in the master schedule of fees, charges and recovered costs, for excessive water use where the daily or monthly water use exceeds the lifeline amount, to recover the county cost of preparing water bills and postage.

(Ord. 90-022, § 2)

## 14.10.080 - Backflow prevention devices, installation requirements and protective enclosures.

- A. Backflow Prevention Devices. In county service areas and waterworks districts where water service is provided and it is recommended by a federal, state or local health enforcement agency, at the property owner's expense, backflow prevention devices shall be installed on the water service as close to the meter box as possible on the customer service property. If the backflow prevention device fails to operate as intended or does not meet inspection requirements, the device shall be made immediately operative by the property owner or water service shall be terminated and restored when the device is operating correctly as deemed by the district.
- B. Backflow Prevention Device Installation Requirements. All backflow prevention devices shall be installed prior to initiation of water service to the customer service property. The backflow prevention device shall be installed not less than twelve inches from the ground at its lowest point and not more than thirty inches at its highest point. Materials to be used for installation shall consist of PVC, copper or galvanized steel pipe. Backflow prevention devices shall be supported firmly by a support made of plastic pipe inserted twelve inches below ground to the underside of the device. All backflow prevention devices shall be placed in a protective enclosure that allows ease of inspection and periodic testing as required.
- C. Backflow Prevention Device Protective Enclosure. All backflow prevention devices shall be protected from weather and damage by an enclosure made of redwood, brick or concrete, according to specifications provided by the district. The district may require that identifying signs be affixed on or near the protective enclosure.

(Ord. 91-004, § 2)

**EXHIBIT B**

**MANUAL READ DISTRICT**

10, 30 , 32, 39A, 39B, 37, 38, 40

**LAPTOP READ DISTRICT**

10A, 44C, 44D, 47, 34A, 34B, 34C  
42, 43W, 49, 41'S

**TWO METER DISTRICTS**

10A, 34B, 34C, 44C

**WATER ONLY DISTRICT**

10, 10A, 44C, 34A, 34B, 42

30, 32, WEST SIDE=ST LIGHT = TRASH

39, 43W **MANDATORY WATER**

**WATER & SEWER DISTRICT**

44D, 47, 38, 34C

DESK # 1					
DISTRICT	READS	METER	SVC	how often billed	# of customers
10	manual		wtr	bimonthly	48
10A	laptop	2 meter	wtr	bimonthly	29
44C	laptop	2 meter	wtr	bimonthly	13
44D	laptop		<i>wtr &amp; swr</i>	bimonthly	127
47	laptop		<i>wtr &amp; swr</i>	bimonthly	748
34A	laptop		wtr	bimonthly	101
34B	laptop	2 meter	wtr	bimonthly	5
34C	laptop	2 meter	<i>wtr &amp; swr</i>	bimonthly	137
42	laptop		wtr	bimonthly	105
38	<b>manual</b>		<i>wtr &amp; swr</i>	bimonthly	63

DESK # 2					
DISTRICT	READS		SVC	how often billed	# of customers
30	<b>manual</b>		wtr, st light, trash	monthly	68
32	<b>manual</b>		wtr, st light, trash	monthly	91
39A	<b>manual</b>		wtr only - mandatory	bimonthly	37
39B	<b>manual</b>		wtr only - mandatory	bimonthly	108
43W	<b>laptop</b>		wtr only - mandatory	bimonthly	79
49	<b>laptop</b>		wtr	bimonthly	77
37	<b>manual</b>		wtr	bimonthly	46
40	<b>manual</b>		<i>wtr &amp; swr</i>	bimonthly	80
41A	<b>laptop</b>		wtr	bimonthly	77
41B	<b>laptop</b>		wtr	bimonthly	43
41C	<b>laptop</b>		wtr	bimonthly	58
41D	<b>laptop</b>		<i>wtr &amp; swr</i>	bimonthly	46
41E	<b>laptop</b>		<i>wtr &amp; swr</i>	bimonthly	177
41F	<b>laptop</b>		<i>wtr &amp; swr</i>	bimonthly	159
41G	<b>laptop</b>		<i>wtr &amp; swr</i>	bimonthly	160
41H	<b>laptop</b>		<i>wtr &amp; swr</i>	bimonthly	37
41J	<b>laptop</b>		<i>wtr &amp; swr</i>	bimonthly	45
41K	<b>laptop</b>		<i>wtr &amp; swr</i>	bimonthly	87
41L	<b>laptop</b>		<i>wtr</i>	bimonthly	9
41M	<b>laptop</b>		<i>wtr</i>	bimonthly	22
41N	<b>laptop</b>		<i>wtr</i>	bimonthly	7
41O	<b>laptop</b>		<i>wtr</i>	bimonthly	6

**District: CSA 10**

Services Billed: Water

Rates: Water

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates:***

Water:	Fiscal Year 14-15	\$61.61/month	Up to 1,000 cu. ft.
	Fiscal Year 15-16	\$64.69/month	Up to 1,000 cu. ft.
	Fiscal Year 16-17	\$67.92/month	Up to 1,000 cu. Ft.
	Fiscal Year 17-18	\$71.32/month	Up to 1,000 cu. Ft.
	Fiscal Year 18-19	\$74.89/month	Up to 1,000 cu. Ft.

Pipe Size:	Each 1/4" Increase	\$0.50/month
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***Overuse Rates:***

Water:	\$3.36/month	Each 1,000 cu. ft. over base rate
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**Notes:**

Bill payers in this District are billed a Base Usage Rate bimonthly. Fees show a monthly rate but meters are read and bills sent out bi-monthly. If usage exceeds what is allotted in Base Usage Rates, then the bill payer will also be charged overuse rates. A fee increase procedure was successfully conducted in 2014 which added up to a 5% annual increase. For each 1/4" extra in pipe diameter there is an additional monthly fee.

**District: CSA 10A**

Services Billed: Water

Rates: Water- Residence  
Irrigation

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates:***

Water- Residence:	\$51.20/month	Includes 16,000 gal
Irrigation:	\$64.00/month	Includes 20,000 gal

***Overuse Rates:***

Tier 1:

Water- Residence:	\$1.00/1,000 gal	Allowance 16,001+ gal/Meter Reading
Irrigation:	\$1.25/1,000 gal	Allowance from 20,001 to 40,000 gal/Meter Reading

Tier 2:

Irrigation:	\$1.30/1,000 gal	Allowance 40,001+ gal/Meter Reading
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**Notes:**

Bill payers in this District are billed a Base Usage Rate bi-monthly. Each parcel has an indoor and outdoor meter to separate usage. Fees show a monthly rate but meters are read and bills sent out bi-monthly. If usage exceeds what is allotted in Base Usage, then the bill payer will also be charged overuse rates. For indoor usage there is one tier of overuse. For outdoor usage there are 2 tiers of overuse.



**District: CSA 30**

Services Billed: Water  
Sewer  
Street Lighting  
Garbage

Rates: Residential

Frequency: Monthly

Rates Details:

***Base Usage Rates:***

Water:

Residential Summer: \$110.00/month  
Allowance up to 13,000 gallons/month

Residential Winter: \$165.00/month  
Allowance up to 28,000 gallons/month

Sewer: \$60.00/month

Street Lighting: \$3.18/month

Garbage: \$34.34/month

***Overuse Rates:***

Tier 1: \$0.98/1,000 gallons  
Allowance from 28,001 gallons/month to 35,000 gallons/month (summer)  
Allowance from 13,001 gallons/month to 16,250 gallons/month (winter)

Tier 2: \$1.47/1,000 gallons  
Allowance from 35,001 gallons/month to 42,000 gallons/month (summer)  
Allowance from 16,251 gallons/month to 19,500 gallons/month (winter)

Tier 3: \$1.96/1,000 gallons  
Allowance from 42,001 gallons/month and over/month (summer)  
Allowance from 19,501 gallons/month and over/month (winter)

**Notes:**

Bill payers in this District are billed a Base Rate Usage monthly for water. If water usage exceeds what is allotted in the Base Water Usage Rate (according to the season), then the bill payer will also be charged overuse rates (Tier 1, 2, and 3). Sewer, Street Lighting, and Garbage are also billed monthly on the same bill. These fees are a set rate therefore they do not fluctuate. A fee increase procedure was successfully conducted in 2010.

**District: CSA 32**

Services Billed: Water

Treated Water

Untreated Raw Water

Sewer

Street Lighting

Garbage

Rates:

Residential

Cantua School

Cantua School Irrigation School Homes

Mobile Home Park

Out of District Users (ODU)

Frequency: Monthly

Rates Details:

***Base Usage Rates:***

**Water:**

Residential (2014-15): \$72.13/month

2015-16: \$74.29/month

2016-17: \$76.53/month

Allowance up to 13,000 gallons/month (winter)

Allowance up to 28,000 gallons/month (summer)

Mobile Home Park: \$1,265.59/month

Allowance up to 198,900 gallons/month (winter)

Allowance up to 428,000 gallons/month (summer)

ODU: \$108.20/month

Allowance up to 13,000 gallons/month (winter)

Allowance up to 28,000 gallons/month (summer)

Cantua School: \$473.35/month

Allowance up to 79,000 gallons/month (winter)

Allowance up to 170,800 gallons/month (summer)

Water Health Permit: \$0.34/month

Untreated Water:

School Irrigation: \$1,100.54/month

Allowance up to 169,000 gallons/month (winter)

Allowance up to 364,000 gallons/month (summer)

Sewer:

Residential (2014-15): \$70.42/month

2015-16: \$72.35/month

2016-17: \$74.34/month

Cantua School: \$375.40/month  
 School Homes: \$868.39/month

Street Lighting:  
 Residential: \$0.62/month

Garbage:  
 Residential: \$26.91/month

***Overuse Rates:***

Residential Tier 1: \$1.14/1,000 gallons  
 Allowance from 13,001 gallons/month to 16,250 gallons/month (winter)  
 Allowance from 28,001 gallons/month to 35,000 gallons/month (summer)

Residential Tier 2: \$1.59/1,000 gallons  
 Allowance from 16,251 gallons/month to 19,500 gallons/month (winter)  
 Allowance from 35,001 gallons/month to 42,000 gallons/month (summer)

Residential Tier 3: \$2.03/1,000 gallons  
 Allowance from 19,501 gallons/month and over/month (winter)  
 Allowance from 42,001 gallons/month and over/month (summer)

**Notes:**

Bill payers in this District are billed a Base Usage Rate monthly for water. If water usage of residents exceeds what is allotted for the base rate, then they will also be charged overuse rates (Residential Tier 1, 2 and 3). Sewer, Street Lighting, and Garbage are also billed monthly on the same bill. These fees are a set rate. A fee increase procedure was successfully conducted in 2014 which will increase residential base usage rates and residential sewer rates by 3% annually until 2016-17.

**District: CSA 34A**

Services Billed: Water

Rates: Residential

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates:***

Residential:	\$26.36/month	Allowance includes 13,500 gallons
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Restroom:	\$26.36/month	Allowance includes 13,500 gallons
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Guard Shack:	\$26.36/month	Allowance includes 13,500 gallons
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***Overuse Rates:***

Tier 1:	\$2.00/1,000 gal	Allowance from 13,501 to 20,500 gallons
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Tier 2:	\$2.50/1,000 gal	Allowance from 20,501 and over
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***Base Usage Rates:***

Clubhouse	\$52.72/month	Allowance includes 27,000 gallons
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***Overuse Rates:***

Tier 1:	\$2.00/1,000 gal	Allowance from 27,001 to 41,000 gallons
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Tier 2:	\$2.50/1,000 gal	Allowance from 61,001 gallons and over
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***Base Usage Rates:***

Golf Course:	\$19,964.00/month	Allowance includes 130,340,568 gallons
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***Overuse Rates:***

Tier 1:	\$1.92/1,000 gal	Allowance 130,340,569 to 133,599,000 gallons
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Tier 2:	\$2.00/1,000 gal	Allowance 133,599,001 to 136,857,000 gallons
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Tier 3:	\$2.55/1,000 gal	Allowance 136,857,001 and over
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**Notes:**

Bill payers in this District are billed a Base Usage Rate bi-monthly. If usage exceeds what is allotted in the Base rate, then the bill payer will also be charged overuse rates (Overuse Tier 1 and 2 for residential, clubhouse, guard shack and restroom, and Overuse Tier 1, 2 and 3 for Golf Course). The last fee increase procedure was successfully conducted in 2008.

**District: CSA 34B**

Services Billed: Water

Rates: Residential

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates:***

Residential:	\$67.53/month	Allowance includes 10,000 gallons
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***Overuse Rates:***

Tier 1:	\$2.00/500 gal	Allowance from 10,001 to 12,000 gallons
Tier 2:	\$2.50/500 gal	Allowance from 12,001 to 15,000 gallons
Tier 3:	\$5.00/500 gal	Allowance from 15,001 and over

***Base Usage Rates:***

Landscaping:	\$67.53/month	Allowance includes 30,000 gallons
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***Overuse Rates:***

Tier 1:	\$1.50/1,000 gal	Allowance 30,001 to 40,000 gallons
Tier 2:	\$2.50/1,000 gal	Allowance 40,001to 50,000 gallons
Tier 3:	\$4.00/1,000 gal	Allowance 50,001 gallons and over

**Notes:**

Bill payers in this District are billed a Base Usage Rate bi-monthly. If usage exceeds what is allotted in the Base rate, then the bill payer will also be charged overuse rates (Overuse Tier 1, 2 and 3). The last fee increase procedure was successfully conducted in 2009.

**District: CSA 34C**

Services Billed: Water and Sewer

Rates: Residential

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates:***

Residential:	\$20.16/month	Allowance includes 5,000 gallons
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***Overuse Rates:***

Tier 1:	\$2.00/500 gal	Allowance from 5,000 to 7,500 gallons
Tier 2:	\$2.30/500 gal	Allowance from 7,501 to 10,000 gallons
Tier 3:	\$2.40/500 gal	Allowance from 10,001 to 15,000 gallons
Tier 4:	\$10.00/100 gal	Allowance 15,001 gallons and over

***Base Usage Rates:***

Landscaping:	\$20.16/month	Allowance includes 5,000 gallons
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***Overuse Rates:***

Tier 1:	\$3.50/500 gal	Allowance from 5,000 to 7,500 gallons
Tier 2:	\$4.25/500 gal	Allowance from 7,501 to 10,000 gallons
Tier 3:	\$10.00/100 gal	Allowance 10,001 gallons and over

***Sewer Usage Rate:***

Residential:	\$37.08/month	Flat Rate
Reclaim Water:	\$13.74/month	Flat Rate

**Notes:**

Bill payers in this District are billed a Base Usage Rate bi-monthly. If usage exceeds what is allotted in the Base rate, then the bill payer will also be charged overuse rates (Overuse Tier 1, 2, 3 and 4 for residential and Tier 1, 2, and 3 for landscaping). The last fee increase procedure was successfully conducted in 2004.

**District:** CSA 39AB

Services Billed: Water

Rates: Residential

Frequency: Monthly

Rates Details:

***Base Usage Rates:***

Residential:	\$56.33/month
2015-16:	\$58.29/month
2016-17:	\$60.32/month
2017-18:	\$62.42/month
2018-19:	\$64.60/month
	Allowance up to 13,000 gallons/month (winter)
	Allowance up to 28,000 gallons/month (summer)

***Overuse Rates:***

Tier 1:	\$1.69/1,000 gallons
	Allowance from 13,001 gallons/month to 16,250 gallons/month (winter)
	Allowance from 28,001 gallons/month to 35,000 gallons/month (summer)
Tier 2:	\$2.10/1,000 gallons
	Allowance from 16,251 gallons/month to 19,500 gallons/month (winter)
	Allowance from 35,001 gallons/month to 42,000 gallons/month (summer)
Tier 3:	\$2.54/1,000 gallons
	Allowance from 19,501 gallons/month and over/month (winter)
	Allowance from 42,001 gallons/month and over/month (summer)

**Notes:**

Bill payers in this District are billed a Base Usage Rate bi-monthly. Meters are read and bills are sent out bi-monthly. If usage exceeds what is allotted for the base rate, then the bill payer will also be charged overuse rates (Tier 1, 2 and 3). A fee increase procedure was successfully conducted that will increase rates by 3.5% annually until Fiscal Year 2018-19.

**District: CSA 43W**

Services Billed: Water

Rates: Residential  
School  
Park

Frequency: Monthly

Rates Details:

***Base Usage Rates:***

Residential (2014-15): \$45.91/month

2015-16: \$47.29/month

2016-17: \$48.71/month

2017-18: \$50.17/month

2018-19: \$51.68/month

Allowance up to 13,000 gallons/month (winter)

Allowance up to 28,000 gallons/month (summer)

School (2014-15): \$397.66/month

2015-16: \$409.59/month

2016-17: \$421.88/month

2017-18: \$434.54/month

2018-19: \$447.58/month

Allowance up to 117,000 gallons/month (winter)

Allowance up to 252,000 gallons/month (summer)

Park (2014-15): \$25.49/month

2015-16: \$26.25/month

2016-17: \$27.04/month

2017-18: \$27.85/month

2018-19: \$28.69/month

***Overuse Rates:***

Residential:

2014-15:

Tier 1: \$2.96/1,000 gallons

Residential Summer: Allowance from 28,001 gallons/month to 35,000 gallons/month

Residential Winter: Allowance from 13,001 gallons/month to 16,000 gallons/month

School Summer: Allowance from 252,001 gallons/month to 315,000 gallons/month

School Winter: Allowance from 117,001 gallons/month to 144,000 gallons/month

Tier 2: \$4.35/1,000 gallons

Residential Summer: Allowance from 35,001 gallons/month to 42,000 gallons/month

Residential Winter: Allowance from 16,001 gallons/month to 20,000 gallons/month

School Summer: Allowance from 315,001 gallons/month to 378,000 gallons/month

School Winter: Allowance from 144,001 gallons/month to 180,000 gallons/month



Tier 3:	\$6.20/1,000 gallons
Residential Summer:	Allowance from 42,001 gallons/month and over/month
Residential Winter:	Allowance from 20,001 gallons/month and over/month
School Summer:	Allowance from 378,001 gallons/month and over/month
School Winter:	Allowance from 180,001 gallons/month and over/month

## 2015-19:

Tier 1:	\$3.40/1,000 gallons
Residential Summer:	Allowance from 28,001 gallons/month to 35,000 gallons/month
Residential Winter:	Allowance from 13,001 gallons/month to 16,000 gallons/month
School Summer:	Allowance from 252,001 gallons/month to 315,000 gallons/month
School Winter:	Allowance from 117,001 gallons/month to 144,000 gallons/month

Tier 2:	\$5.23/1,000 gallons
Residential Summer:	Allowance from 35,001 gallons/month to 42,000 gallons/month
Residential Winter:	Allowance from 16,001 gallons/month to 20,000 gallons/month
School Summer:	Allowance from 315,001 gallons/month to 378,000 gallons/month
School Winter:	Allowance from 144,001 gallons/month to 180,000 gallons/month

Tier 3:	\$7.75/1,000 gallons
Residential Summer:	Allowance from 42,001 gallons/month and over/month
Residential Winter:	Allowance from 20,001 gallons/month and over/month
School Summer:	Allowance from 378,001 gallons/month and over/month
School Winter:	Allowance from 180,001 gallons/month and over/month

## Notes:

Bill payers in this District are billed a Base Usage Rate bi-monthly. Meters are read and bills are sent out bi-monthly. If usage exceeds what is allotted for the base rate, then the bill payer will also be charged overuse rates (Tier 1, 2 and 3). The bill payers have two different usage structures: winter and summer. Winter includes the months of November through April. Summer includes the months of May through October. A fee increase was successfully conducted in 2014 which will increase rates by no more than 3.0% annually until 2018-19.

**District:** CSA 44C

Services Billed: Water

Rates: Water- Residence  
Irrigation-Residence  
Irrigation- Common Lot

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates:***

Water- Residence:	\$34.20/month	Includes 10,000 gal
Irrigation-Residence:	\$121.24/month	Includes 60,000 gal
Irrigation- Common Lot:	\$155.44/month	

***Overuse Rates:***

Tier 1:		
Water- Residence:	\$13.33/1,000 gal	Allowance 10,001+ gal/Meter Reading
Irrigation-Residence:	\$5.00/1,000 gal	Allowance from 60,001 to 75,000 gal/Meter Reading
Tier 2:		
Irrigation-Residence:	\$5.55/1,000 gal	Allowance from 75,001 to 90,000 gal/Meter Reading
Tier 3:		
Irrigation-Residence:	\$8.89/1,000 gal	Allowance > 90,001 gal/Meter Reading

**Notes:**

Bill payers in this District are billed a Base Usage Rate bi-monthly. Fees show a monthly rate but meters are read and bills sent out bi-monthly. Each parcel has an indoor and outdoor meter to separate usage. If usage exceeds what is allotted in Base Usage, then the bill payer will also be charged overuse rates. For indoor usage there is one tier of overuse. For outdoor usage there are 3 tiers of overuse. The common lot irrigation is paid by the District's HOA.

**District: CSA 44D**

Services Billed: Water  
Sewer

Rates: Water- Residence  
Water- Common Lot  
Sewer- Residence

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates:***

Water- Residence:	\$71.61/month	Includes 25,000 gal
Water- Common Lot:	\$701.48/month	
Sewer- Residence:	\$146.43/month	

***Overuse Rates:***

Tier 1:		
Water- Residence:	\$0.58/1,000 gal	Allowance from 25,001 to 35,000 gal/Meter Reading
Tier 2:		
Water-Residence:	\$0.70/1,000 gal	Allowance from 35,001 to 45,000 gal/Meter Reading
Tier 3:		
Water-Residence:	\$0.80/1,000 gal	Allowance 45,001+ gal/Meter Reading

**Notes:**

Bill payers in this District are billed a Base Usage Rate bimonthly. Fees show a monthly rate but meters are read and bills sent out bi-monthly. If usage exceeds what is allotted in Base Usage Rate, then the bill payer will also be charged overuse rates (Tier 1, 2, and 3). The common lot irrigation is paid by the District's Home Owner's Association.

**District: CSA 47**

Services Billed: Water and Sewer

Rates: Residential

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates Winter Season (November through April):***

Residential: \$44.00/month Allowance includes 16,000 gallons

Community Center: \$264.00/annual Flat Rate

***Overuse Rates:***

Tier 1: \$3.25/1,000 gal Allowance from 16,001 to 20,000 gallons

Tier 2: \$3.75/1,000 gal Allowance from 20,001 to 30,000 gallons

Tier 3: \$4.00/1,000 gal Allowance from 30,001 and over

***Base Usage Rates Summer Season (May through October):***

Residential: \$32.00/month Allowance includes 25,000 gallons

Community Center: \$192.00/annual Flat Rate

***Overuse Rates:***

Tier 1: \$1.90/1,000 gal Allowance from 25,001 to 40,000 gallons

Tier 2: \$2.65/1,000 gal Allowance from 40,001 to 65,000 gallons

Tier 3: \$3.15/1,000 gal Allowance from 65,001 and over

***Quail Lake School***

***Water Base Rate:*** \$140.00/month Allowance includes 25,000 gallons

***Overuse rate:*** \$2.10/1,000 gal Allowance from 25,001 and over

***Commercial***

***Water Base Rate:*** \$16.00/month Allowance includes 5,000 gallons

***Overuse rate:*** \$1.50/1,000 gal Allowance from 5,001 and over

***Sewer Flat Rate***

Residential: \$48/month Flat Rate

Quail Lake Charter

School: \$32/annually Per person - Student and Faculty/Staff

Community Center: \$576/annually Flat Rate

Commercial: \$38.00/month Flat rate

**Notes:**

Bill payers in this District are billed a Base Usage Rate and their overuse per tier usage rates bi-monthly. If usage exceeds what is allotted in the Base rate, then the bill payer will also be charged overuse rates (Overuse Tier 1, 2 and 3). The last fee increase procedure was successfully conducted in 2010.

**District: CSA 49**

Services Billed: Water

Rates: Residential  
Commercial  
HeadStart  
School

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates:***

Residential: \$39.98/month  
Commercial: \$47.98 /month  
Market: \$77.25/month  
HeadStart: \$119.94/month  
School: \$1,059.43/month

Commodity Tier 1: \$3.54/1,000 gallons  
Residential: Allowance up to 28,000 gallons/month  
Commercial: Allowance up to 34,000 gallons/month  
Market: Allowance up to 56,000 gallons/month  
HeadStart: Allowance up to 84,000 gallons/month  
School: Allowance up to 742,000 gallons/month

***Overuse Rates:***

Commodity Tier 2: 5.90/1,000 gallons  
Residential: Allowance from 28,001 to 38,000 gallons/month  
Commercial: Allowance from 34,001 to 44,000 gallons/month  
Market: Allowance from 56,001 to 66,000 gallons/month  
HeadStart: Allowance from 84,001 to 94,000 gallons/month  
School: Allowance from 740,001 to 752,000 gallons/month

Commodity Tier 3: \$10.53/1,000 gallons  
Residential: Allowance from 38,001 gallons and over/month  
Commercial: Allowance from 44,001 gallons and over/month  
Market: Allowance from 66,001 gallons and over/month  
HeadStart: Allowance from 94,001 gallons and over/month  
School: Allowance from 752,001 gallons and over/month

**Notes:**

Bill payers in this District are billed a Base Usage Rate and their Commodity Tier 1 rates bi-monthly. Fees show a monthly rate but meters are read and bills sent out bi-monthly. If usage exceeds what is allotted in Tier 1, then the bill payer will also be charged overuse rates (Commodity Tier 2 and 3). A fee increase procedure was successfully conducted in 2009 which added the commodity rate due to the fact that the District purchases raw water from Westlands Water District. The per 1,000 gallon commodity rates (tier 1 through 3) are adjusted annually as Westlands raw water fees change.

**District: WWD 37**

Services Billed: Water

Rates: Residential

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates:***

All lines:

2014-15: \$74.24/month

2015-16: \$76.84/month

2016-17: \$79.53/month

2017-18: \$82.31/month

2018-19: \$85.19/month

***Allowance:***

All Lines: 13,500/month

***Overuse Rates:***

All Lines after allowance

13,501-18,500/gal/month \$2.00/1,000 gallons

18,501-23,500/gal/month \$2.50/1,000 gallons

23,501+/gal/month \$3.00/1,000 gallons

**Notes:**

Bill payers in this District are billed a Base Usage Rate bi-monthly. If bi-monthly usage exceeds what is allotted in Base Usage, then the bill payer will also be charged Overuse Rates. On June 3<sup>rd</sup>, 2014 the Board of Supervisors adopted resolution 14-215 approving a base usage rate increase and an annual inflation factor which will increase the base usage rate by 3.5% beginning FY 14-15.

**District: WWD 38**

Services Billed: Water and Sewer

Rates: Residential

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates:***

Residential:	\$54.50/month	Allowance includes 1,000 cubic feet
State Park:	\$245.25/month	Flat Rate

***Overuse Rates:***

Tier 1:	\$5.50/bi-monthly	Allowance from 1,001 to 2,000 cubic feet
Tier 2:	\$7.50/ bi-monthly	Allowance from 2,001 to 4,000 cubic feet
Tier 3:	\$9.50/ bi-monthly	Allowance from 4,001 to 6,000 cubic feet
Tier 4:	\$11.50/ bi-monthly	Allowance from 6,001 cubic feet and over

***Sewer Flat Rate***

Residential:	\$47.75/month	Flat Rate
Water Quality:	\$2.25/month	Flat Rate
Health Water Permit:	\$0.15/month	Flat Rate
State Park:	\$218.00/month	Flat rate

**Notes:**

Bill payers in this District are billed a Base Usage Rate and their overuse per tier usage rates bi-monthly. If usage exceeds what is allotted in Base rate, then the bill payer will also be charged overuse rates (Overuse Tier 1, 2, 3 and 4).

**District:**            **WWD 40 Water & Sewer**

Services Billed: Water

Sewer

Rates:                Residential

Frequency:        Bi-Monthly

Rates Details:

***Base Usage Rates:***

Water                \$49.54/month

Sewer                \$23.53/month

***Allowance:***

Water                8,000 gal/month

***Overuse Rates:***

All Lines after allowance

8,001-16,000 gal                \$2.60/1,000 gallons

16,001+ gal                        \$3.64/1,000 gallons

**Notes:**

Bill payers in this District are billed a Base Usage Rate bi-monthly. If bi-monthly usage exceeds what is allotted in Base Usage, then the bill payer will also be charged Overuse Rates at the specified amount. Sewer Bill payers in this District are billed a flat rate for usage bi-monthly. There is no sewer overuse rate.



**District:**            **WWD 41 Sewer**

Services Billed: Sewer

Rates:                Residential  
                         Condominiums

Frequency:        Bi-Monthly

Rates Details:

***Base Usage Rates:***

5/8" line:                \$11.42/month

3/4" line:                \$16.79/month

**Notes:**

Bill payers in this District are billed a flat rate for usage bi-monthly depending on the size of their service connection. There is no overuse rate.

**District: WWD 41 Water**

Services Billed: Water

Rates: Residential  
Commercial

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates:***

5/8" line:	\$8.40/month
3/4" line:	\$11.67/month
1" line:	\$13.43/month

***Allowance:***

5/8" line:	7,500 gal/month
3/4" line:	10,500 gal/month
1" line:	15,000 gal/month

***Overuse Rates:***

All Lines after allowance	
Next 10,000/gal/month:	\$1.03/1,000 gallons
Next 5,000/gal/month:	\$2.06/1,000 gallons
Next 5,000/gal/month:	\$3.09/1,000 gallons
Over 20,000/gal/month:	\$4.12/1,000 gallons

**Notes:**

Bill payers in this District are billed a Base Usage Rate bi-monthly. Fees show a monthly rate but meters are read and bills sent out bimonthly. If bi-monthly usage exceeds what is allotted in Base Usage, then the bill payer will also be charged Overuse Rates.

**District: WWD 42**

Services Billed: Water

Rates: Water (1 ½" line)

Frequency: Bi-Monthly

Rates Details:

***Base Usage Rates:***

Water (1 ½" line) \$87.56/month/Dev. Parcel

Each ¼" Increase \$0.50/pipe size

**Notes:**

Bill payers in this District are billed a Base Usage rates bi-monthly in advance of the usage months. Fees show a monthly rate but meters are read and bills sent out bi-monthly. In the future, there are plans to switch to a base usage rate with overuse rates; the billing cycle would then switch to bill for previous two months.

**Shut-Off's and 48 hr Notices by Month**

<b>MONTH</b>	<b>48 HR NOTICES</b>	<b>SHUT OFF'S</b>	
July-14	98	29	ALL DISTRICTS
Aug-14	23	5	30 & 32
Sep-14	168	45	ALL DISTRICTS
Oct-14	26	12	30 & 32
Nov-14	174	62	ALL DISTRICTS
Dec-14	10	5	30 & 32
Jan-15	95	31	ALL DISTRICTS -
Feb-15	18	8	30 & 32
Mar-15	133	42	ALL DISTRICTS
<b>TOTAL</b>	<b>745</b>	<b>239</b>	

WE DID NOT POST WESTSIDE DUE TO THE HOLIDAYS-  
63 MORE WOULD HAVE BEEN POSTED

# Sample Usage Report

Billing Period: Month

			Beg. Meter	End Meter	Usage for					Water Billed				Total Billed
Customer	Customer #	Address	Reading	Reading	Billing Period	Base Usage	Tier 1 Usage	Tier 2 Usage	Tier 3 Usage	Base Charge	Amount	Sewer Charge	Special Notes	Amount
Customer 1	1111111	111 Street	11111	22222	11111	11111	0	0	0	\$ 76.00	\$ 76.00	\$ 44.00		\$ 120.00
Customer 2	1111112	222 Street	11113	55555	44442	13000	9999	9999	11444	\$ 76.00	\$ 159.19	\$ 44.00	Overuse Tier 3	\$ 203.19
Customer 3	1111113	333 Street	11112	22221	11109	11109	0	0	0	\$ 76.00	\$ 76.00	\$ 44.00		\$ 120.00
Customer 4	1111114	444 Street	11115	33000	21885	13000	8885	0	0	\$ 76.00	\$ 90.22	\$ 44.00	Overuse Tier 1	\$ 134.22