COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 954-5299

COUNTYWIDE UNIFORMS & DUST CONTROL SERVICE

Issue Date: August 29, 2014

Closing Date: OCTOBER 22, 2014

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 M. Jones, phone (559) 600-7118, e-mail <u>ljones@co.fresno.ca.us</u>.

Check County of Fresno Purchasing's Open Solicitations website at https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx for RFP documents and changes.

Please submit all Proposals to:

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

BIDDER TO COMPLETE

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

COMPANY				
ADDRESS				
ADDICESS				
CITY		STATE	ZIP CODE	
()	()			
TELEPHONE NUMBER	FACSIMILE NUMBER	E-MAIL ADD	DRESS	
SIGNED BY				
SIGNED DI				
PRINT NAME	TITI F			

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.
- F) Public Contract Code Section 7028.15

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

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.
- Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

Proposal No. 954-5299

 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 <u>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.</u>

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 does 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.
- 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.

 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.

Proposal No. 954-5299

16. PARTICIPATION:

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

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

17. CONFIDENTIALITY:

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

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

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

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

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

18. APPEALS:

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

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

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) 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:

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.

 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 harddisk drive, portable storage device or remote storage installation unless

Proposal No. 954-5299

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

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

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

23. PURCHASING LOCATION & HOURS:

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

January 1* New Year's Day

Third Monday in January Martin Luther King, Jr.'s Birthday

Third Monday in February Washington - Lincoln Day

March 31* Cesar Chavez' Birthday

Last Monday in May Memorial Day

July 4* Independence Day

First Monday in September Labor Day

November 11* Veteran's Day

Fourth Thursday in November Thanksgiving Day

Friday following Thanksgiving

December 25* Christmas

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

The link below references the Fresno County Board of Supervisors Administrative policies that will apply to this Request for Proposal.

Click here to view

^{*} 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.

TABLE OF CONTENTS

	<u>PAGE</u>
OVERVIEW	3
KEY DATES	3
TRADE SECRET ACKNOWLEDGEMENT	4
DISCLOSURE - CRIMINAL HISTORY & CIVIL ACTIONS	6
REFERENCE LIST	9
PARTICIPATION	10
GENERAL REQUIREMENTS	11
SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS	18
SCOPE OF WORK	21
COST PROPOSAL	30
PROPOSAL CONTENT REQUIREMENTS	31
AWARD CRITERIA	34
CHECK LIST	35
EXHIBITS ONE AND TWO	36
ATTACHMENTS A & B	37

OVERVIEW

The County of Fresno is requesting proposals from qualified vendors to provide the following uniform and dust control rental including rental, laundry and maintenance services as described in this Request for Proposal.

Successful bidder is fully licensed, insured, bonded as a contractor and shall provide all labor, material, equipment, etc. to:

- 1. Supply, service and maintain work garments, mats and towels for Fresno County over a three year contract period, with two potential one year extensions upon mutual written agreement of both parties. Garment ownership to remain with contractor.
- 2. Pick up garments, launder, repair, and deliver after servicing to various County locations on a weekly basis for approximately 425 employees. Pick-up and delivery shall be to approximately one hundred (100) County locations.
- 3. Pick up, launder, repair and deliver specified County owned garments on a weekly basis.
- 4. Maintain an inventory in order to provide all kinds and quantities of items requested from each location according to the agreed delivery schedule and quality requirements.
- 5. The above described service shall be performed in accordance with the terms, conditions, specifications and requirements of this RFP.

KEY DATES

RFP Issue Date: August 29, 2014

Vendor Conference: September 17, 2014 at 10:00 a.m.

Vendors are to contact **Louann M. Jones** at (559) 600-7118 if planning to attend vendor conference. County of Fresno – Purchasing 4525 E. Hamilton Avenue, 2nd Floor Fresno, CA 93702

Deadline for Written Requests for October 1, 2014, 10:00 a.m. PST Interpretations or Corrections of RFP: E-Mail: <u>ljones@co.fresno.ca.us</u>

RFP Closing Date: October 22, 2014 at 2:00 p.m. PST

TRADE SECRET ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

TRADE SECRET ACKNOWLEDGEMENT

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

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

Enter company name on appropriate line:		
(Company Name)	Has submitted information identifie Secrets in a separate marked binder	
(Company Name)	Has <u>not</u> submitted information ider Secrets. Information submitted as confidential or under any other suc might suggest restricted public acc excluded from treatment as public	proprietary h terms that ess will not be
ACKNOWLEDGED BY:		
	()	
Signature	Те	ephone
Print Name and Tit	le	Date
	Address	
City	State	Zip
**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.		

DISCLOSURE - CRIMINAL HISTORY & CIVIL ACTIONS

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

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - o embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - o 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:		Date:		
		_		
	(Printed Name & Title)	_	(Name of Agency or Company)	

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

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

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.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.
No, we will not extend contract terms to any agency other than the County of Fresno.
(Authorized Signature)
Title

^{*} Note: This form/information is not rated or ranked in evaluating proposal.

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 and is identified on the Proposal Identification Sheet.

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

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

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

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

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

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

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

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

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.

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.

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 with by proposal group.

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 - Purchasing, Attn: Gary Cornuelle, 4525 E. Hamilton Ave., Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

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

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

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

CONFIDENTIALITY

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

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

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

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

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

APPEALS

Appeals must be submitted in writing within seven (7)* working days after notification of proposed recommendations for award. A "Tentative Award Notice" 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 2nd Floor, Fresno, California 93702-4599. 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.

SPECIFIC 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 September 17, 2014 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), 2nd 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 M. 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 five (5) reproducible compact discs or thumb drives with five (5) hardcopies** of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

**Bidder shall submit five (5) reproducible compact discs containing the complete proposal in a PDF file format, excluding trade secrets. Compact disc should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disc is not misplaced.

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 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 <u>in writing</u> to Louann M. Jones, Buyer II at County Purchasing not later than October 1, 2014 at 10:00 a.m. PST.
- 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.

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

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

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

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

PAYMENT: The County of Fresno, if appropriate, may use a 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, complied 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 to obtain answers to frequently asked questions, click or copy and paste the following URL into your browser:

<u>www.bankofamerica.com/epayablesvendors</u> or call Fresno County Accounts Payable, 559-600-3609.

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

SCOPE OF WORK

The County of Fresno is requesting proposals from qualified vendors to provide rental, laundering and delivery of approximately uniforms, linens, mats and miscellaneous janitorial items (e.g. mops, mop heads, etc.) for approximately one hundred (100) locations countywide. Services shall include fitting, laundering, repair, replacement and attachment of County specific patches for rental uniforms. Items listed on **ATTACHMENT A** are a representative sample of items needed by the County, items may be added or deleted from list throughout the contract period.

Upon execution of a contract by the vendor and the County, the Purchasing Manager and Buyer and successful bidder shall, arrange meetings with all County departments to determine their specific requirements (e.g. garment types, quantities, sizes, pick up/delivery locations, contact info, etc.).

The County will work with the awarded vendor to compile a detailed list of the quantity and type of uniforms for each employee by department and delivery location. The County will also assist in scheduling approximately 425 employees for measurements.

Successful bidder shall, prior to commencement of service, deliver to the Purchasing Manager and Buyer a detailed summary report of the services to be provided. Such summary shall, state the following for each County division and department:

- 1. Employee name
- 2. Type, color and item number of garments issued
- 3. Quantity of garments issued
- 4. Initial replacement cost
- 5. Quantity of garments scheduled for weekly pickup
- 6. Cost of weekly service for each garment.

STARTUP: At the startup of the contract, the Contractor will furnish all participating County employees with new uniforms. (In the event the incumbent contractor is selected, this will be negotiated.) eleven (11) sets of uniforms are required for each employee.

At the startup of the contract, the Contractor will supply, at no additional cost, an experienced fitter to measure, fit and finish all uniforms. Measurements will be conducted at the applicable delivery location during normal business hours. This will continue to be done on an individual, as-needed basis during the entire contract period. Each new uniform item will have an issue date attached to the item.

The Contractor will measure employees to ensure that correct uniform sizes and sleeve lengths are provided. Contractor will provide uniforms for all employees regardless of size or special fitting requirements. Contractor will provide replacement uniforms at no extra cost when an employee's size changes. Contractor will provide revised sized garments within a period of time specified in the vendor's proposal. Bidder can propose amount of per employee size changes per year.

UNIFORM EMBLEMS: Contractor shall furnish and maintain an approximately 4" x 2"-rectangular, 10-color patch with County of Fresno logo and the Department name and an approximately 3" x 1.5" rectangular one color patch with first name only. See example of patches in *Exhibit 1* and County of Fresno logo in *Exhibit 2*. At least one patch will be located

on virtually all shirts and coveralls. The exact number of patches and location of patches will be agreed upon between vendor and department during implementation.

The cost of these patches and their application to garment shall be included in the unit price of the garment. Other cost options can be proposed by vendor, but will not be considered if the unit price per garment cost is not also included in proposal.

QUANTITIES: Quantities shown in the bid are approximate and for bidding purposes and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities and items to be ordered. Contractor shall maintain an inventory for each employee of twice the number of changes per week, plus one, not to exceed a total of 11 changes per employee. These quantities are approximations only; no exact quantities are implied or inferred. Changes in quantities shall not affect the unit prices quoted by the Contractor.

County may cancel a service for any employee(s) at any time without a monetary penalty being imposed by the bidder. Upon cancellation, all uniforms will be turned into the vendor, if there is a shortage County will make restitution. Cost of replacement, including depreciation, shall be proposed by bidder on **ATTACHMENT A.**

The County shall have the right to add employees at any time during the term of the contract. There shall be no initial fee to add employees and the weekly service rates will be as stated under the original agreement. The garments issued may be new or used as specified by the Department Coordinator.

County shall be invoiced only for the services provided. Should scheduled service not be performed due to employee vacations, illness or for any other reason, County will not be liable for payment. County will notify bidder in writing to discontinue services in the event of extended (one month or more) employee absences or end of employment.

The vendor will pick up <u>all</u> uniforms for terminating employees within ten (10) working days after notification. Billing for the terminating employee's uniforms should be complete within twenty (20) days after notification, and the Contractor shall be paid only for work up to the date of vendor notification.

Bidder will notify authorized Department Coordinator when employee or item is removed from invoice.

Bidders <u>must</u> quote in accordance with this invoicing method. County will consider alternative methods providing they satisfy the intent of the Request for Proposal. Alternate proposals **cannot** be accepted when bidder fails to quote as originally requested.

SUMMARY OF SERVICE REPORT: A tracking system shall be kept current by vendor throughout the contract period. An updated report shall be provided to the Purchasing Buyer and to each County Department Coordinator **via email** on a bi-annual basis commencing upon the contract's beginning date. Report shall be digitally accessible and shall be received no later than the fifteenth of the month following the bi-annual ending date. Failure to provide report will potentially delay payment.

The usage reporting/tracking system should provide the following information:

- a. County department name and delivery location
- b. Employee's name and/or item name

- c. Current, itemized inventory for each County employee
- d. Description and number of garments or items picked-up and delivered (weekly), per employee
- e. Description and number of garments processed in Contractor's laundry system per month (6 month total), per employee
- f. Identify missing or repaired items to the County locations, Usage reporting/tracking system should also identify where missing garments are within the Contractor's processing facility or if lost by County
- g. Issues and resolutions for each delivery location (format to be determined by awarded Contractor and Purchasing Buyer)
- h. Notation of items/employees removed from list
- i. Initial delivery date of uniform to County.

The County *may* request the Contractor to conduct an inventory inspection on a semi-annual basis. Following the inventory inspection all uniforms and other materials will be brought up to their original counts.

CONDITION ISSUES: Garments must **at all times** be in a condition acceptable to the County. All initial uniforms delivered to new County employees must be new. Propose cost savings for like-new replacement uniforms that present a professional appearance. Acceptable appearance will be determined by the County upon delivery or within 3 days of receipt by employee. The Contractor will maintain all uniforms in good repair and condition (e.g., clean and neat, wrinkle free, no hem marks, no discoloration from previous emblems, no obvious repairs and with a complete set of matching buttons). Excessively worn or faded uniforms shall be replaced.

All repairs must be completed and garment returned to department within seven (7) days of submission to the vendor. Exception to this requirement must be noted in proposal and recommended process and timeline detailed. Uniforms shall be clean, pressed, well mended (no holes, tears, missing buttons, stains or ragged ends), and professionally altered when necessary at no additional cost to the County throughout the life of the contract.

Garments that, through normal use, are determined to be in an unacceptable condition shall be replaced at no cost by successful bidder. Normal wear and tear is defined as the usual and anticipated deterioration of uniforms due to repeated wear and laundering regardless of the length of time in use.

The County will be the primary authority in determining if garments must be replaced due to normal wear and tear.

If a garment is lost or damaged beyond repair due to County's negligence, replacement will be provided by Contractor within ten (10) working days of notification. County will pay the appropriate Replacement Charge as stated under the "Depreciated Garment Replacement Cost" section of **ATTACHMENT A**. The replacement article may be new or used, subject to County approval.

Any items delivered will be inspected to confirm compliance with all specifications. If, upon inspection for conformance to the specified requirement and deficiencies are detected, the item(s) will be rejected and the Contractor will be required to make the necessary adjustments

or replacements at Contractor's expense. If an item is rejected, it will be the Contractor's responsibility to correct the deficiency, make the necessary corrections, and re-deliver for inspection and acceptance. Payment will not be made until the defects are corrected and the garment is re-inspected and accepted by Department Coordinator.

CONTRACT REPRESENTATIVE: The successful bidder must provide the County with the name, email address and contact number of a Service Coordinator that will directly receive any and all complaints that arise during the performance of this contract. Complaints will be registered with the Service Coordinator by each Department Coordinator, and all complaints shall be resolved within five (5) working days. If a complaint cannot be resolved within the time stated, the employee's supervisor shall request assistance from the Purchasing Buyer and/or Manager.

DELIVERY & PICKUP SERVICE: Employees will receive back the same number of items, in the same styles and sizes, as were picked up for cleaning. Upon delivery, the driver may be required to count incoming and/or outgoing garments in the presence of a County employee.

Deficiencies will be corrected within a time period to be specified within the contract. Deficiencies include, but are not limited to: incorrect size; wrong deliveries; incomplete returns; and wrinkled, damaged or dirty items. The County reserves the right to cancel any order and/or to refuse delivery if the items ordered are not furnished within the time periods established in the contract.

Contractor shall make delivery and pick-up weekly, on a regularly scheduled day and time mutually agreed upon between the County and the Vendor. Contractor shall give prior notification to each location if service cannot be performed on the regularly scheduled day.

Each garment will labelled with a name or number specifying the garment to a specific employee for tracking purposes. Each garment shall be hung with sets sorted and clearly labelled by employee name for ease of distribution.

Contractor shall provide delivery receipts by department within each delivery location. Each delivery ticket shall contain at **minimum** the following information:

- Vendor's name
- Date of delivery
- Department name
- Delivery address & location id #
- Itemized list of garments by employee name
- Itemized list of supplies
- Quantity, unit price, extension of each item and total charges

Contractor may propose an alternative process with details for tracking pickup and delivery items in your bid.

Contractor shall provide a weekly written tally of soiled garments picked up from each service location, which shall be signed by the driver (unless otherwise provided by a usage report/tracking system).

Contractor will provide sufficient size and quantity of laundry bags or containers appropriate for soiled linens as needed at each location at no additional charge. The County shall furnish only the space necessary to store and place the cleaned and separately the soiled uniforms.

It will be the responsibility of the Contractor to count all materials at the time of exchange (incoming and outgoing) at the County locations. If materials are missing, it will be the Contractor's responsibility to notify the Department Coordinator in writing, and obtain a designated acknowledgement, at the time of discovery. All claims for losses must be handled within timeframe agreed upon between vendor and County.

REPLACEMENT COSTS: The Contractor will prorate any cost to the County for replacement of a rented item by attributing a value to the item based on a straight-line depreciation over a fixed depreciation period. If it is the County's responsibility to replace an item, the County will pay only the residual value based on the replacement cost of the item reduced by the depreciation amount. The Contractor will be responsible for demonstrating the calculated residual value for any item replaced under this provision.

If the exact age of a lost linen or garment cannot be determined, the average age of the remaining garments (the same shirts, pants, sheets, towels, etc.) for that employee or department will be used to determine the age.

SPECIAL CHARGES: There are to be no assessments, up-charges, single item charge, surcharge, re-stocking fee, minimum order charge nor will any additional charges be allowed that are not specifically detailed under the provisions of the standard terms and conditions of this bid and any ensuing contract awarded pursuant to this bid.

INVOICES: Invoicing shall be timely and in arrears following the final date of service in each calendar month. Charges shall reflect garments picked up, not delivered.

Invoices shall be mailed to each County department or division receiving service. See list provided in **ATTACHMENT B**.

Invoice pricing shall be as that quoted by successful bidder within their response to this RFP. There shall be no additional miscellaneous fees added to the price of any service.

Invoices shall plainly state the following:

- 1. County department name and address
- 2. Billing period
- 3. Type of service
- 4. Employee name
- 5. Frequency of service
- 6. Type & quantity of each garment being provided.
- 7. Unit pricing & total.

Payment will be made upon receipt of original invoice only. Vendor must provide original monthly invoice.

BIDDER TO SUBMIT

1 -- UNIFORM RENTAL SERVICE: Describe your proposed step-by-step process and project schedule for completing the transition to your services if awarded contract.

Bidders are to propose the most effective and efficient process that they will utilize to transition departments to the bidders' services. Detail how employees will be measured and sized for uniforms, how locations will be set up to accommodate and secure the bidders' delivery and pick up process, how to accommodate new employee uniforms and how to process exiting employee uniforms, including timelines.

Bidder will specify their complete process to issue garments, add or delete scheduled employee uniform service or add or delete item from delivery schedule. Include sample of paper trail or accountability method in bid, e.g. identification tags, delivery receipts, sizing list, etc. Detail vendor process when employee does not turn in uniforms for laundry according to your definition of an extended period of time.

Detail in proposal state of uniforms when returned to department, e.g. folded, on hanger, plastic covered, etc.

Bidder will propose process to handle repairs, alterations and condition issues.

- 2 -- SUMMARY OF SERVICE REPORT: Provide a sample of your report frameworks and explain the benefit of the information they reflect and how they would be best utilized for the County's needs. As detailed in the Scope of Work, submit a sample report with your bid that includes the following:
 - a. County department name and delivery location
 - b. Employee's name
 - c. Current, itemized inventory for each County employee
 - d. Description and number of garments picked-up and delivered (weekly), per employee
 - e. Description and number of garments processed in Contractor's laundry system per month (6 month total), per employee
 - f. Identify missing or repaired items to the County locations, Usage reporting/tracking system should also identify where missing garments are within the Contractor's processing facility or if lost by County.
 - g. Notation of items/employees removed from list
 - h. Issue date of uniform to County.

The County would like to track usage trends by department, semi-annually, annually and potentially by additional parameters.

- 3 -- PROCESSES: Vendor must include in bid, their detailed process(es) to handle issues when notified by County including the timeframe, communication and resolution step-bystep, for following:
 - issuing new garments (including with patches)
 - indicate problem with garment
 - extra care and handling of garments, e.g. garment with pesticide residue, diesel

- skin irritation or allergic reactions from wearer
- repairs needed or size changes
- replacing uniforms
- determining end of service of item.

Bidder shall provide with proposal copies of their written complaint procedure, copies of forms used for that purpose and information on standard time frames for resolving complaints or discrepancies. These procedures will become part of the agreement with the successful bidder.

Bidder to include in their proposal any pro-active processes they have in place to mitigate problems or anticipated situations.

Bidder to describe your quality control practices for accurate delivery and condition of clothing item

- **4 -- INVOICES:** Bidders must provide a sample invoice with their bid response. Each location shall be invoiced separately.
- **5 -- SAMPLES:** Include samples of the following items with your proposal. Label each sample with detailed description comparable to a catalog description. Add any special features and benefits on item.
 - New Men's Work Shirt Short Sleeve and Used after one (1) year of cleanup
 - New Men's Executive Shirt Long Sleeve and Used after one (1) year of cleanup
 - New Men's Pants -Flex Waist, Blend, navy and Used after one (1) year of cleanup
 - Men's Work Pants Cargo Style
 - Men's & Women's Polo Shirt Short Sleeve, Blend
 - Shop Towel
 - Dust Mop Head 36"
 - Patches 10-color (approximate size 2"x4") and a 1-color (approximate size 1.5"x3") both similar to **EXHIBIT 1**.
 - Catalogs include ARC Flash Flame, Resistant, High Visibility clothing offerings.

After notification by Buyer of award of contract, bidding vendors can arrange pick up of their samples. Samples from awarded vendor will be kept by Purchasing to utilize as a benchmark of quality and service.

6 -- PRICING: Proposals shall show a unit price for the rental and laundering cost of each item type per week, a unit price for replacement of each item and a depreciation period measured in months. The replacement costs and depreciation period will be considered in determining award of a contract.

Proposal prices shall be all-inclusive. No start-up or conversion costs, set-up or measuring fees, preparation charges, minimums, disposal or environmental fees, repair or replacement fees, or any other fees shall be allowed.

Should a proposal include alternatives to the required pricing structure, be sure to include the alternative pricing in clear detail to allow the County to accurately price out the option. Be sure to include pricing as requested in the proposal in addition to your alternative(s).

- 7 -- LAUNDRY PROCESSES: Explain the benefits of your cleaning processes for majority of items listed on ATTACHMENT A.
- 8 -- RECYCLING PROCESSES: Detail all established and planned recycling and/or environmentally-sound processing practices utilized by your company in the carrying out of this contract

9 State when you can begin service after date of award?
10 State standard sizes and non-standard sizes
11 Supply and affix County logo patch – onetime cost per item
12 Supply and affix individual name patch – onetime cost per item
13 Supply and affix County logo and name patches – onetime cost per item

14	Alterations – list the type, turnaround time and cost for any special alterations. If left blank, it will be considered at no cost to the County.
15	OTHER – provide any additional charges not listed in the proposal. Any charges not listed in the proposal under EXCEPTIONS or below, will not be paid.

COST PROPOSAL

See ATTACHMENT A for item costing spreadsheet

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 miscategorization 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. <u>RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE)</u> completed and signed by participating individual or agency.
- II. <u>COVER LETTER</u>: 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. <u>CONFLICT OF INTEREST STATEMENT</u>: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address 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. <u>CERTIFICATION DISCLOSURE CRIMINAL HISTORY</u> & CIVIL ACTIONS
- VII. <u>REFERENCES</u>
- VIII. PARTICIPATION
- IX. <u>EXCEPTIONS</u>: 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, complied 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. <u>BIDDER TO SUBMIT</u>:

Address each item listed under this section, number for clarification. Samples packaged separately.

- XIII. <u>COST PROPOSAL</u>: 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.
- XIV. CHECK LIST

AWARD CRITERIA

COST

- A. As submitted under the COST PROPOSAL section.
- B. Processes as submitted in BIDDERS TO SUBMIT section.

CAPABILITY AND QUALIFICATIONS

- A. Do the process and 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. Samples and requested reports included to be assessed as to benefitting the County:
 - 1. Quality of garments
 - 2. Quality of laundry service
 - 3. Tracking of items
 - 4. Communication
 - 5. Information accessibility

MANAGEMENT PLAN

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?
- B. Transition and continuing processes in place and ability to adapt to County's needs?
- C. Proposer's financial stability

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.

Che	eck off	each of the follo	wing:		
1.		The Request for Proposal (RFP) first page has been completed and signed.			
2.		Addenda first page, if any, have been completed, signed and included in the bid package.			
3.		One (1) original plus five (5) copies including digital copies of the RFP have been provided.			
4.		The completed <i>Trade Secret Form</i> as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).			
5.		The completed Criminal History Disclosure Form as provided with this RFP.			
6.		The completed Participation Form as provided with this RFP.			
7.		The completed Reference List as provided with this RFP.			
8.		The completed Cost Proposal and Bidder to Submit response.			
9.		Indicate all bidder EXCEPTIONS to the County's requirements, conditions and specifications as stated within this RFP.			
10.	Lastly, on the LOWER LEFT HAND CORNER of the sealed envelope, box, etc. transmitting your bid include the following information:				
		County of Fresno	o RFP No 954-5299		
		Closing Date:	October 22, 2014		
		Closing Time:	2:00 P.M.		

Commodity or Service: Countywide Uniforms & Dust Control Service

Return Checklist with your RFP response.

EXHIBITS ONE AND TWO

EXHIBIT ONE: Janitor Patches



EXHIBIT TWO: County Logo



ATTACHMENTS A & B

Attachment A: Cost Proposal

Attachment B: Delivery Locations