

COUNTY OF FRESNO
REQUEST FOR QUOTATION
NUMBER: 968-5201

SNOW REMOVAL SERVICES AT CSA NO. 35 - CI

August 22, 2013

ORG/Requisition: 9265/ 265140001

PURCHASING USE
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IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

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

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON SEPTEMBER 10, 2013.

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

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

Clarification of specifications is to be directed to: Craig J. Nickel, e-mail CountyPurchasing@co.fresno.ca.us, phone (559) 600-7115, FAX (559) 600-7126.

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

BIDDER TO COMPLETE

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

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

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

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

COUNTY OF FRESNO PURCHASING

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

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

GENERAL CONDITIONS

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

1. BID PREPARATION:

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

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

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

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

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

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

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

3. FAILURE TO BID:

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

4. TAXES, CHARGES AND EXTRAS:

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

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

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

6. AWARDS:

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

7. TIE BIDS:

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

8. PATENT INDEMNITY:

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

9. SAMPLES:

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

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the

vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

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

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

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

13. SPECIAL REQUIREMENT:

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

14. RECYCLED PRODUCTS/MATERIALS:

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

15. YEAR COMPLIANCE WARRANTY:

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

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

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16. PARTICIPATION:

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

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

17. CONFIDENTIALITY:

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

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

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

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

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

18. APPEALS:

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

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

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

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

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all

subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

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

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

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

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

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

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

22. DATA SECURITY:

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

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

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless

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

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

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

23. PURCHASING LOCATION & HOURS:

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

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

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

BIDDING INSTRUCTIONS CONTRACT SERVICES

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide snow removal services at County Service Area (CSA) No. 35-CI (Quartz Mountain), in accordance with all requirements, terms and conditions as stated within this Request for Quotation.

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE

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

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

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing, a minimum of seven (7) County business days prior to the bid closing date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INVOICING: All invoices are to be delivered to the County of Fresno, Public Works and Planning- Resources Division, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721. Each invoice shall reference the contract no.

PAYMENT: County will make payments in five equal installments in the first five months from November. The Contractor shall be guaranteed eighty percent (80%) of their quoted amount. The County shall. An adjustment shall be made provided that more than 80% of the usual precipitation is recorded. The adjustment shall not exceed 150% of the quoted amount.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of one year with the option to renew for two (2) additional one (1) year periods.

RENEWAL: Agreement shall automatically renew for an additional one (1) year period except when written notice is delivered by either party to the other expressing intent not to renew. Such notice must be delivered a minimum of sixty (60) days prior to the next expiration date of this Agreement. The maximum number of automatic one (1) year renewal periods under this Agreement is two (2).

PRICES: Bidder agrees that prices quoted are maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees eighty percent (80%) of the quoted cost, regardless of the amount of precipitation that is recorded for the snow season.

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

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

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

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

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

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN-UP: The Contractor shall at all times, keep the job site clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

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

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

SAFEGUARDS: The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

INSURANCE:

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

A. Commercial General Liability

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

B. Automobile Liability

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

C. Professional Liability

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

D. Worker's Compensation

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

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

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Public Works-Resources Division, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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

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

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

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

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

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

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

SNOW REMOVAL SERVICE AREAS: The County of Fresno Purchasing on behalf of the Department of Public Works and Planning, Resources Division is requesting quotations from qualified snow removal contractors for snow removal service. Below is the snow removal service area for which the quote will be received.

Snow Removal Service Area	Miles
CSA No. 35, Zone CI (Quartz Mountain), Internal Roads	1.965

Exhibit A-1 is an area map showing the roadways needing snow removal services and provides a list of road names and lengths.

SNOW SEASON: The snow season is defined as when the first snowfall occurs, or November 1, whichever occurs first until the last snowfall, or May 31, whichever occurs last.

DUTIES AND RESPONSIBILITIES: Snow removal shall be done in a manner to preserve and protect the roads, to the extent necessary, to insure safe and efficient transportation. The work shall be performed in a professional, workmanlike manner, and shall use those methods and equipment consistent with the best practices of the trade. The Contractor's responsibilities and duties are detailed below.

A. Prior to November, 1:

1. Provide County staff with current certificates of insurance for all categories of required coverage.
2. Conduct an inspection of the subject roadways accompanied by County Staff and Citizen's Advisory Council member to accomplish the following:
 - a. Document in writing and in electronic digital photographs the location and extent of any previous damage to roadway pavement, curbs, gutters driveway approaches, drainage and sewer collection facilities. The documentation shall be transmitted to the County Representative in a timely manner and will be retained as a benchmark for evaluating future damage.
 - b. Determine where snow poles are needed to be placed. Particular attention should be given to areas susceptible to damage during snow removal operations such as curves in the roadway or cul-de-sacs. Snow poles should be placed close to roadside curbing and close enough to each other to guide the snow removal equipment operator away from causing damage to curbs and other obstacles.
3. Contact the Permit Engineer in the Road Maintenance and Operations Division of the County Department of Public Works and Planning and obtain an encroachment permit for snow removal for all eligible roadways. Payment of encroachment permit fees is the responsibility of the Contractor. If encroachment permits are not obtained in a timely manner, this may cause the County to delay payments to the Contractor for snow removal services or termination of the Agreement.

B. During the November through April Snow Removal Period as defined above:

1. Have necessary equipment in working and well-maintained condition; have materials such as sand on hand, and labor mobilized and available twenty-four (24) hours a day,

seven (7) days a week to perform snow removal and related services for the subject roadways.

2. Perform snow removal operations on subject roadways so that **snow does not accumulate to more than three (3) inches** in any one place.
 - a. The roadway shall be cleared of snow so that **two (2) traffic lanes** are open at all times or to within two feet of curbs or edge of roadway pavement.
 - b. Make every reasonable effort to avoid piling or pushing snow up on driveway approaches or access ways.
 - c. Remove snow that accumulates and packs during a storm as soon as weather conditions permit, eliminating potholes and rutting.
 - d. Maintain and keep clear of snow all over-board drains provided on the subject roadways.
 - e. Remove snow from fire hydrants in order to keep them all accessible and maintainable.
 - f. Apply sand to road areas that are slippery or subject to icing or at the request of County staff.
3. Take responsibility for any damages to public and private property resulting from snow removal and ancillary services. If the contractor damages County owned property or property that the County is responsible for maintaining, the County shall have the discretion of determining if the contractor should repair the damages or should provide for the cost of repair.
4. Remove at no further increased compensation the accumulation or build-up of snow or ice as a result of neglect. The County shall not be responsible for any damage or injury to equipment or persons resulting from the removal of said accumulation or ice.
5. Respond in writing to the County in regards to complaints made by the CSA's residents.
6. The County will try to document reports of insufficient services by requesting complainants and provide digital photo images with time stamps. If the County receives a complaint or is notified of insufficient service for the first time after a snowstorm, the Contractor shall investigate and provide a written response to the circumstances.
 - a. If the County receives a complaint or is notified a second time for the same or similar insufficient service for a succeeding snow storm and is not satisfied with the written explanation provided by the Contractor, the County may request a meeting with the Contractor to discuss any improvements in operation the Contractor can provide.
 - b. If the County receives a complaint or is notified a third time for the same or a similar insufficient service for a succeeding snow storm and the County Representative is not satisfied with the Contractor's written response, the County may assess liquidated damages of up to ten (10) percent of one monthly

installment. Continued complaints of the same nature may cause termination of the Agreement.

7. Add and/or replace snow poles if taken out during the season.

C. After the November through April Snow Removal Period:

- a. Provide street sweepings on all subject roadways impacted by snow removal services; preferably prior to the Memorial Day weekend unless prohibited by unseasonable snows. The purpose of street sweeping will be to remove excess sand and debris and whatever has been deposited due to snow removal.
- b. Repair all surfaces, curbs, bent snow poles and signs and other facilities that were damaged by snow removal. County may withhold final payment until repairs are made.

COMPENSATION FOR THE NOVEMBER THROUGH APRIL SNOW REMOVAL PERIOD:

The price quotation provided by bidders represents what the contractor expects in compensation for an average snow season from November 1 to April 30 to fulfill all the responsibilities and conduct all duties specified in "Requirements / Scope of Work". The selected contractor(s) for snow removal areas will be guaranteed a minimum of eighty percent (80%) of the price quotation and it will be paid in equal monthly installments for the first five months from November. The Average Snow Removal Period Precipitation has been established by taking the precipitation amounts at the Shaver Lake Regional Facility for the period between November 1 and April 30, for the last ten years and deriving the average (Exhibit C provides a table of precipitation measurements from 2003-04 to 2012-13 and the ten year average). Each subsequent year, the table will be revised to include the prior year's measurement. After April 30, the amount of precipitation received for the subject year from November to April will be tabulated. If that precipitation amount is greater than the eighty percent (80%) of the ten-year average, the contractor will receive an adjusted payment based on the inches above the ten-year average at the unit price up to one hundred and fifty percent (150%). Below is an example of how compensation will be determined for all service areas.

Quotation for an average year	80 % of Quote	Monthly Payment for 5 mos. at 80% of Quote	10 yr. Avg. Snow Season Precipitation 100% & 80%	Unit Cost per inch \$45,000/37.8	Example: Precipitation During Snow Season	Adjustment Payment 10 inches X unit rate
\$45,000	\$36,000	\$7,200	37.8" & 30.2"	\$1,190.48	40.2	\$11,904.80

Quotation for an average year.	80 % of Quote	Monthly Payment for 5 mos. at 80% of Quote	10 yr. Avg. Snow Season Precipitation 100% & 80%	Unit Cost per inch \$28,500/37.8	Example: Precipitation During Snow Season	Adjustment Payment 26.5 inches x unit rate
\$28,500	\$22,800	\$4,560	37.8" & 30.2"	\$753.97	76.2"	\$19,980.21
Maximum of 150% of 10 yr. average					56.7"	

Quotation for an average year	80 % of Quote	Monthly Payment for 5 mos. at 80% of Quote	10 yr. Avg. Snow Season Precipitation 100% & 80%	Unit Cost per inch \$17,000/37.8	Example: Precipitation During Snow Season	Adjustment Payment 0 inches x unit rate
\$17,000	\$13,600	\$2,720	37.8" & 30.2"	\$449.74	28.0	\$0
Minimum of 80% of the 10 yr. average					30.2	

If measuring equipment at Shaver Lake Regional Facility is damaged or unable to produce reliable data, precipitation amounts published by California Department of Water Resources will be used to calculate reimbursement amounts.

COMPENSATION FOR OUT-OF-SEASON SNOW REMOVAL SERVICES: The contractor will be compensated with the quoted per hour rate using equipment capable of removing snow from the roadway specified in "Requirements / Scope of Work". The contractor shall show the hours engaged in out-of season snow removal when a minimum of three inches has accumulated on the subject roadway. No allowance will be made for travel time to and from the service area. County staff must promptly be contacted if the contractor initiates out-of-season snow removal services.

The contractor may be requested to provide snow removal services for other areas that the contractor is not responsible for during the November through April snow removal period.

EQUIPMENT: The attached "Equipment Inventory" sheet must be completed and submitted with bids. Contractors shall provide on the Equipment Inventory the type of equipment, make, model, year and description. The contractor must possess the equipment listed at the time of bid opening and it must be in operating condition. Equipment capabilities will be a factor in evaluating bids. The contractor shall identify the response time to reach the subdivision from the location equipment is stored. All equipment must be well maintained and kept in good running condition. The County may verify and inspect equipment prior to award of contracts.

MANPOWER AVAILABILITY AND SNOW REMOVAL EXPERIENCE: The Bidders must also complete and submit the Man Power Availability and Experience Questionnaire indicating the manpower available to operate the equipment. The drivers of the equipment shall have the proper and valid licenses to operate the equipment. The experience level of bidders will be a consideration of selection.

LIST OF OTHER SNOW REMOVAL CONTRACTS OR SERVICES TO OTHER PARTIES: Bidders shall provide information on other snow removal contracts or services to other parties. This will be used to gauge the existing or planned work commitments and work load of the bidder.

BID SHEET: Bidders are requested to provide two (2) price quotations for the snow removal area. One (1) price quotation will be to conduct all duties specified in "Requirements / Scope of Work" from November 1 through April 30 snow removal period based on the ten-year average provided in Exhibit C.

The second price quotation will be an hourly rate for out-of-season snow removal services in a snow removal area. This will be utilized for when snowstorms hit prior to November 1 or after April 30.

PRICES: The bidder agrees that the price quote offered for the November through April period for an area is based on the last ten-year average of precipitation level in inches rounded at the tenth of one-inch increment from November 1 to April 30. However, the price quote offered does not represent the minimum compensation. The minimum compensation is eighty percent (80%) of the price quotation. The maximum compensation shall be determined by the amount of precipitation from November 1 to April 30 up to one hundred fifty percent (150%) percent of the last ten-year average.

BACK-UP FIRM: The County shall reserve the right to call for a back-up firm, in the event the Contractor is unable to respond or provide service in a timely manner. If the County does utilize a back-up firm the County may deduct the actual cost to provide the back-up firm plus ten percent (10%) administrative costs from the monthly reimbursement of the contractor. The back-up firm shall be allowed to complete the job without interference from the contractor, in the event the contractor shows up late.

BIDDER TO COMPLETE

INSURANCE:

Name of Insurance Carrier: _____

Public Liability: _____ Expires: _____

Worker's Compensation: _____ Expires: _____

Proof of maintenance of adequate insurance will be required before award is made to vendor.**EQUIPMENT INVENTORY**

Type of Equipment	Make / Model / Year	Description
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MANPOWER AVAILABILITY AND EXPERIENCE

Employee's Classification or Primary Function	Special Licenses	Experience
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DISTANCE FROM EQUIPMENT STORAGE YARD TO SERVICE AREA

Bidders shall provide the distance (down to tenths of a mile) from where equipment is stored to the service area.

District	Location of Equipment	Distance
1. CSA No. 35 CI, Quartz Mountain		

LIST OF OTHER SNOW REMOVAL CONTRACTS OR SERVICES TO OTHER PARTIES

Service Area	Current Obligation or Planning to Bid	Time Period of Obligation	Total Miles / Distance of Services Provided

QUOTATION SCHEDULE

The bidder shall state a quotation for the period between November 1 to April 30 to fulfill all the responsibilities and conduct all duties specified in "Requirements / Scope of Work" for an Average Season based on the ten year average (37.8") provided in Exhibit C. Eighty percent (80%) of the quoted amount will be paid in equal monthly installments for the first five months of the snow season. After April 30, the amount of precipitation will be tabulated. If that amount is greater than the eighty percent (80%) of the ten year average, an adjusted payment will be made based on the inches above 80% at the unit price.

The County is also requesting an hourly rate quotation for snow removal services in each district. This will be utilized for unanticipated or extra services pre-authorized by the County.

Snow Removal Service Area	Average from November through April period	Hourly rate for Out-of-Season
CSA No. 35, Zone CI (Quartz Mountain)	\$	\$

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

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

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

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

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

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

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

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

CHECK LIST

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

Check off each of the following:

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

County of Fresno RFQ No.	<u>968-5201</u>
Closing Date:	<u>September 10, 2013</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Snow Removal Services at CSA No. 35 - CI</u>

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