

**COUNTY OF FRESNO**  
**REQUEST FOR QUOTATION**  
**NUMBER: 968-5374**  
**OPERATION AND MAINTENANCE OF LANDFILL**  
**GAS COLLECTION SYSTEM**

---

Issue Date: August 27, 2015

Closing Date: OCTOBER 14, 2015

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

Questions regarding this RFQ should be directed to: Bryan Hernandez,  
e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us) or phone (559) 600-7117.

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

Please submit all Quotations to:  
**County of Fresno – Purchasing**  
**4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor**  
**Fresno, CA 93702-4599**

---

BIDDER TO COMPLETE

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

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

- A cash discount of \_\_\_\_\_ % \_\_\_\_\_ days will apply.

COMPANY

---

ADDRESS

---

CITY

STATE

ZIP CODE

( )

( )

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

---

PRINT NAME

TITLE

PURCHASING USE: BH; ssj

ORG/Requisition: 9020/ 9021600011

## COUNTY OF FRESNO PURCHASING

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

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

## GENERAL CONDITIONS

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

1. BID PREPARATION:

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

2. SUBMITTING BIDS:

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

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

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

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

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

3. FAILURE TO BID:

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

4. TAXES, CHARGES AND EXTRAS:

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

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

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

## Quotation No. 968-5374

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.

### 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.

## Quotation No. 968-5374

### 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) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

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

### 19. OBLIGATIONS OF CONTRACTOR:

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

### 20. AUDITS & RETENTION:

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

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

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

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

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

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

### 22. DATA SECURITY:

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

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

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

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

## Quotation No. 968-5374

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

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

### 23. PURCHASING LOCATION & HOURS:

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

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

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

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

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

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

**Policy Statement:** Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

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

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

Fresno County is the sole client, such as:

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

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

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

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

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

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

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

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

## Quotation No. 968-5374

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

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

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

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

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

### Medical Professional Contracts

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

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

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

### Contracts for Legal Services

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

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

The selection of and contracting with firms to provide legal services shall be

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

### Prohibited Bids Concerning End Product of Consulting Contracts

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

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

## ADMINISTRATIVE POLICY NUMBER 71

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

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

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

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

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

## TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES .....	3
BIDDING INSTRUCTIONS .....	4
PARTICIPATION.....	17
REFERENCE LIST.....	18
SCOPE OF WORK.....	19
QUOTATION SCHEDULE .....	23
CHECK LIST .....	25
ATTACHMENTS .....	26

## KEY DATES

<b>RFQ Issue Date:</b>	<b>August 27, 2015</b>
<b>Vendor Conference:</b> <i>Vendors are to contact Bryan Hernandez at (559) 600-7117 if planning to attend vendor conference.</i>	<b>September 16, 2015 at 10:00 A.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702
<b>Deadline for Written Requests for Interpretations or Corrections of RFQ:</b>	<b>September 30, 2015 9:00 A.M.</b> E-Mail: <a href="mailto:CountyPurchasing@co.fresno.ca.us">CountyPurchasing@co.fresno.ca.us</a>
<b>RFQ Closing Date:</b>	<b>October 14, 2015 at 2:00 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702
<b>Site Inspection:</b>	<b>September 16, 2015 after Vendor Conference</b> South East Regional Disposal Site 12716 E. Dinuba Avenue Selma, CA 93662



## BIDDING INSTRUCTIONS

The County of Fresno is seeking a contractor to provide the labor, equipment, instrumentation, and materials to operate and maintain the landfill gas collection and flare systems.

**LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE:** The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

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

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

**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 at the scheduled Vendor Conference (see below). Any change in the RFQ will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

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

- a. Such questions are submitted in writing to County Purchasing by September 30, 2015 at 9:00 A.M. Cut-Off. Questions must be directed to the attention of the buyer identified on page one.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, CA 93702 or E-Mail: [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us).

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

**AWARD:** Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system 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.

**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.

**VENDOR CONFERENCE:** On **September 16, 2015 at 10:00 A.M.**, a vendor's conference will be held in which the scope of the project and quotation requirements will be explained. The meeting will be held at the office of **County of Fresno Purchasing, 4525 E. Hamilton Avenue (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California**. Minutes will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

**SITE INSPECTION:** 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. Inspection is scheduled to begin immediately after the vendor's conference at the following location:

South East Regional Disposal Site  
12716 E. Dinuba Avenue  
Selma, CA 93662

**Bidders are to contact Bryan Hernandez at County of Fresno Purchasing, (559) 600-7117, if they are planning to attend the conference and/or site inspection.**

**NOTICE TO PROCEED:** Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

**CODES AND REGULATIONS:** All work and material to conform to all applicable state and local building and other codes and regulations.

**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 (e.g. 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.

**TAXES, PERMITS & FEES:** The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

**VENDOR ASSISTANCE:** Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their service requirements.

**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.

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

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

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

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

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

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

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

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

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

**INVOICING:** All invoices are to be delivered in duplicate to the ordering department. Each invoice shall reference the purchase order or contract no. The contractor shall obtain the "invoice to" address when receiving the order.

**PAYMENT:** Upon satisfactory completion of work, specified herein and approval by the County, payment will be made in full. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, as previously stated under the General Terms and Conditions in lieu of the net forty-five (45) days payment terms.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years.

**RENEWAL:** Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

**QUANTITIES:** Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

**ORDERING:** Orders will be placed as required by County of Fresno, Public Works and Planning

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

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

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

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

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

**MATERIALS TO BE NEW:** All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

**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 premises 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.

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

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

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

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

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

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

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

This requirement, found in Labor Code Section 1773.3, now applies to all public works projects.

**PREVAILING WAGES:** The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as apprentices. Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by Contractor or by any subcontractor under Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Contractor and each subcontractor shall keep an accurate record showing the names, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the Contractor or subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

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

**A. Commercial General Liability**

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

**B. Automobile Liability**

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

**C. Professional Liability**

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

**D. Worker's Compensation**

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

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

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Public Works and Planning – Resources Division, Attn: Landfill Operations Manager, 2220 Tulare Street, 6<sup>th</sup> 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.



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

**BIDDER TO COMPLETE:**

Name of Insurance Carrier: \_\_\_\_\_

Public Liability: \_\_\_\_\_ Expires: \_\_\_\_\_

Automotive Insurance: \_\_\_\_\_ Expires: \_\_\_\_\_

Worker's Compensation: \_\_\_\_\_ Expires: \_\_\_\_\_

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

**GUARANTEE:** The bidder shall state his written guarantee here:

---

---

---

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

---

By: \_\_\_\_\_  
(Authorized Signature in Blue Ink)**WARRANTY AND SERVICE LOCATION:**

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

---

---

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

---

---

**ADDITIONAL ITEMS:**

The County may require additional items from those in bid schedule.

Price list for additional items:

A [     ] percent discount from manufacturer's enclosed price list will be allowed on purchases of all additional items.

State name of price list, indicate applicable price column and give effective date of price list here:

---

---

Prices on additional items will be based on successful bidder's firm discount prices from manufacturer's enclosed published price list.

Prices on additional items will be based on successful bidder's firm discount prices from manufacturer's current published price list. Successful bidder will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Purchase Order mailing address:

---

---

---

**SUBCONTRACTORS:**

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing:

---

---

---

---

**CONTRACTOR'S LICENSE:**

Bidder to possess appropriate license for the project in accordance with current regulations/statutes.

The vendor shall possess a current State of California contractor's License, Class A – General Engineering or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class A – General Engineering, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

**Number and Class:** \_\_\_\_\_

**Date of Issue:** \_\_\_\_\_

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond.

**BONDING COMPANY:** The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

**COORDINATION AND COMPLETION:** The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

**GUARANTEE:** The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

**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.

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

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

**ASSURANCES:** Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services,

or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

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

**BIDDER TO COMPLETE THE FOLLOWING:****PARTICIPATION**

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

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

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

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

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

---

(Authorized Signature in Blue Ink)

---

Title

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.**

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

**REFERENCE LIST**

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

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

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

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

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

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

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

## SCOPE OF WORK

### **Southeast Regional Disposal Site Landfill Gas Collection and Flare System Support Services**

The Public Works and Planning Department of Fresno County is requesting quotations for the following work to be performed at the Southeast Regional Disposal Site (SERDS).

The site is located approximately one mile southwest of the City of Parlier, at the corner of Academy and Dinuba Avenues, and occupies some 132 acres (**Attachment A**). Of this total, only 72 acres were actually used for waste disposal. The landfill gas collection and control system (LFGCCS) is comprised of a candlestick (open) flare blower system, 87 landfill gas extraction wells, HDPE conveyance piping, valves and other appurtenances. A site map is depicted in **Attachment B**. The site stopped receiving waste in 1990, and final closure construction was completed during 1998.

The County is seeking a contractor to provide the labor, equipment, instrumentation, and materials to operate and maintain the landfill gas collection and flare system. The chosen contractor must hold and maintain a valid California contractor's license (Class A-General Engineering) and demonstrate experience by listing references for operation of three similar systems within the last three years. All work will be performed on a time and materials basis, according to the current rate schedule to be submitted by the contractor and made a part of the final agreement for service.

Surface Emission Monitoring is currently conducted annually with a grid spacing of 100 feet and a CH<sub>4</sub> emission threshold of 1,000 ppmv in accordance with PTO C-706-1-1 (**Attachment C**) and San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 4642 (**Attachment D**, Section 6.1). The work will be divided into the following tasks:

- Task 1 Routine Landfill gas system operation, monitoring, and maintenance
- Task 2 Landfill gas surface emissions testing and reporting
- Task 3 Non-routine scheduled maintenance
- Task 4 Emergency maintenance
- Task 5 Consultation / regulatory agency response

Tasks 1 and 2 should be quoted based on the frequencies detailed in the following paragraphs. Tasks 3, 4 and 5 will be established as not to exceed items in the agreement based on the contractor's hourly rate schedule and material costs.

**Task 1** - Routine Landfill gas system operation, monitoring, and maintenance will include as a minimum the following services:

#### **Operation - Monthly**

Landfill gas extraction wells and the blower/flare station total flow will be adjusted as required to control landfill gas migration and optimize system performance. The intent is to maintain methane gas levels below five percent by volume at the property boundaries and surface emissions below 1000 parts per million.



**Monitoring - Monthly**

The blower/flare station will be inspected and the following data will be collected and recorded in a database:

- Date, time, and name of monitoring personnel
- Meteorological conditions (wind velocity, ambient temperature, barometric pressure, general weather observations, etc.,)
- Extraction blower operating inlet and outlet temperatures and pressures
- Methane, oxygen, and carbon dioxide gas concentrations at the flare inlet
- Landfill gas flow rate to flare
- Flow control valve positions

Landfill gas extraction wells will be monitored. Extraction wells adjusted in response to system balancing activities will be re-inspected within two weeks. Data will be collected and recorded for the following during monthly monitoring and during any re-inspections:

- Date, time, well number, and name of monitoring personnel
- Meteorological conditions (wind velocity, ambient temperature, barometric pressure, general weather observations, etc.,)
- Pressure
- Methane, oxygen, and carbon dioxide concentrations
- Wellhead vacuum and flow (where applicable)
- Header vacuum (where applicable)
- Landfill gas temperature

Where applicable, main header line access ports will be tested for pressure. These results should also be recorded in a database and analyzed for trends indicating possible condensate blockages and/or pipe breakages, etc.

Landfill gas control system blowers, flame arresters, flares, control panel, well fields, and other site features will be observed and recorded for the following:

- Accessibility
- Vandalism
- Malfunctions/Leaks

**Quarterly**

Once each quarter, on-site structures will be monitored in accordance with Sections 20931 through 20933, Title 27 of the California Code of Regulations (CCR). The contractor will document the testing protocols followed, instrument calibration procedures, and any locations where methane readings equal to or in excess of 1.25 percent by volume in air are found. Should such locations be found, the contractor shall immediately notify Fresno County. In addition the following data shall be recorded:

- Date, time, name of monitoring personnel, and location of reading
- Meteorological conditions (wind velocity, ambient temperature, barometric pressure, general weather observations, etc.,)
- Methane gas concentration

- Oxygen gas concentration

**Maintenance – Monthly**

- Drain/purge water/condensate traps
- Test alarm signals (telemetry system)
- Lubricate blower and electric motors in accordance with the manufacturer's specifications
- Inspect blower drive belts and replace as necessary

**Quarterly**

- Inspect flame arrester and steam clean flame arrester cartridge
- Inspect burner head, clean if necessary
- Inspect pilot, clean if necessary

**Annually**

- Clean burner head and pilot
- Check all piping systems for corrosion
- At project inception and annually thereafter, prepare and inventory a list of critical spare parts (methane sensors, electrical fuses, sample ports, etc.)

**Reporting - Monthly**

Once each month (due by the end of the following month) the contractor will prepare a detailed report containing the data collected, and a summary of all activities performed at the site during the reporting period. Maintenance repairs and/or system modifications will also be recommended as required.

**Task 2 - Surface Emission Monitoring**

- Testing - Annually

Surface emissions testing will be conducted in accordance with PTO C-706-1-1 (**Attachment C**) and SJVAPCD Rule 4642 (**Attachment D**, Section 6.1).

- Reporting - Annually

After the testing event, a report will be prepared and submitted to Fresno County within 30 days of the SEM. The report will detail equipment calibration procedures, sample locations, and results of emissions testing along with any recommendations for further action in addition to all applicable reporting requirements contained in Rule 4642.

**Task 3 - Non-routine Scheduled Maintenance**

Non-routine scheduled maintenance consists of corrective repair or maintenance work identified by the contractor during regular site visits or by Fresno County staff. Non routine maintenance may include, but is not limited to the following:

- Remediating and testing of leaks in excess of 1,000 ppm of methane at the landfill surface or along the gas transfer path
- Raising of wellheads, lateral, or header lines
- Repairing or replacing non-functional extraction wells, lateral or header lines
- Repairing or replacing sample or access ports on extraction wells, lateral or header lines
- Assisting with SJVAPCD or other regulatory agency site inspections

Work performed under Task 3 is essential for proper landfill gas system operation; however, it is considered work that can be scheduled to allow for procurement of materials or equipment or assignment of personnel. A “not to exceed” quote shall be provided by the contractor to the County for all non-routine scheduled maintenance and work shall only be performed after written authorization from the County to the contractor.

#### **Task 4 - Emergency Maintenance**

Emergency maintenance is required to provide immediate response to protect life, property, and the environment or to restore system operations. These events may include, but are not limited to:

- Emergency requests due to site telemetry alarms or at request of County staff
- Loss of gas flow or flare ignition
- Odor complaints
- Repair of main header lines (due to loss of gas flow to blower/flare station)
- Notification to SJVUAPCD of system shutdowns or failures

Due to the nature of these items, repairs may have to be initiated as needed, 24 hours per day, 7 days a week, and 365 days per year. A “not to exceed” quote shall be provided by the contractor to the County for all emergency maintenance work. Emergency maintenance shall only be performed after verbal authorization from Fresno County staff, to be followed by a written authorization confirmation.

#### **Task 5 - Consultation / Regulatory Agency Response**

The Consultation / Regulatory Agency Response (Task 5) scope of work may include; but is not limited to the following:

- Analysis of SERDS to determine applicability of regulations (existing or proposed) to the site.
- Responses and/or comments prepared on behalf of the County to be submitted to a regulatory agency regarding SERDS.
- Petitions prepared on behalf of the County to be submitted to a regulatory agency regarding SERDS.

A “not to exceed” quote shall be provided by the contractor to the County for all consultation / agency response work. Consultation / agency response work shall only be performed after written authorization from the County to the contractor.

## QUOTATION SCHEDULE

COMPANY: \_\_\_\_\_

1. All labor, materials, equipment, service fees, taxes, travel, permits, etc. to provide all work and associated services to perform task 1 and task 2 as specified under this Request for Quotation.

**A. Task 1 – Routine Landfill Gas System Operation, Monitoring and Maintenance.**

Operation (monthly)	\$ _____ Monthly Rate	x	12	=	\$ _____
Monitoring (monthly)	\$ _____ Monthly Rate	x	12	=	\$ _____
Monitoring (quarterly)	\$ _____ Quarterly Rate	x	4	=	\$ _____
Maintenance (monthly)	\$ _____ Monthly Rate	x	12	=	\$ _____
Maintenance (quarterly)	\$ _____ Quarterly Rate	x	4	=	\$ _____
Maintenance (annually)	\$ _____ Annual Rate	x	1	=	\$ _____
Reporting (monthly)	\$ _____ Monthly Rate	x	12	=	\$ _____
<b>TOTAL FEES ONE YEAR-TASK 1</b>					<b>\$ _____</b>

**B. Task 2 – Surface Emission Monitoring**

Testing (annual)	\$ _____ Annual Rate	x	1	=	\$ _____
Reporting (annual)	\$ _____ Annual Rate	x	1	=	\$ _____
<b>TOTAL FEES ONE YEAR-TASK 2</b>					<b>\$ _____</b>

Summary - TOTAL FEES

**TOTAL FEES ONE YEAR-TASKS 1 AND 2** **\$ \_\_\_\_\_**

**2. NON-ROUTINE SCHEDULED MAINTENANCE (TASK 3)**

Non-Routine scheduled maintenance will be provided as needed and will be based on the Contractor's proposed scope of work and proposed cost to complete the project. All such proposals shall be submitted to the County in advance of performing any services. The contractor will perform services only after receiving written acceptance of the proposal by the County. Contractor proposal shall be itemized.

The bidder shall provide his/her labor rates and methods used to determine proposal pricing for equipment, services, material, parts, etc.

**A. Hourly Rates**

State straight time and overtime rates for all potential personnel classifications that may be used in performing work as described under Task 3. Explain when overtime rates will apply.

**B. Equipment / Parts / Materials**

State method(s) for determining cost to County for equipment, parts, materials, etc. used in performing Task 3 projects. (i.e. discounts from a published price list(s), cost plus, etc.).

**C. Outside Services**

State method for determining cost to County for all services rendered by a third party for work performed under Task 3.

**3. EMERGENCY MAINTENANCE (TASK 4)**

Emergency maintenance will be performed immediately upon instruction of the County. An advance written proposal from the Contractor will not be required. An itemized invoice will be required upon completion of each project performed under Task 4.

The bidder shall state his/her labor rates and methods used to determined pricing for equipment, services, materials, parts, etc. when performing work under Task 4.

**A. Hourly Rates**

State straight time and overtime rates for all potential personnel classifications that may be used in performing work as described under Task 4. Explain when overtime rates will apply.

**B. Equipment / Parts / Materials**

State method(s) for determining cost to County for equipment, parts, materials, etc. used in performing Task 4 projects (i.e. discount(s) from a published price list(s), cost plus, etc.).

**C. Outside Services**

State method for determining cost to County for all services rendered by a third party for work performed under Task 4.

**4. CONSULTATION / REGULATORY AGENCY RESPONSE (TASK 5)**

Consultation / regulatory agency response will be provided as needed and will be based on the Contractor's proposed scope of work and proposed cost to complete the project. All such proposals shall be submitted to the County in advance of performing any services. The contractor will perform services only after receiving written acceptance of the proposal by the County. Contractor proposal shall be itemized.

## 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. \_\_\_\_\_ All signatures must be in **blue ink**.
2. \_\_\_\_\_ The Request for Quotation (RFQ) has been signed and completed.
3. \_\_\_\_\_ **One (1) original** and **two (2) copies** of the RFQ have been provided.
4. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
5. \_\_\_\_\_ The completed *Reference List* as provided with this RFQ.
6. \_\_\_\_\_ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
7. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. \_\_\_\_\_ The *Participation* page as provided within this RFQ has been signed and included
9. \_\_\_\_\_ The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
10. \_\_\_\_\_ *Bidder to Complete* page as provided with this RFQ.
11. \_\_\_\_\_ Specification, descriptions etc. for items offered under bidder(s) quotation.
12. \_\_\_\_\_ A description of the design and techniques that the bidder will use to complete the project.
13. \_\_\_\_\_ 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>968-5374</u>
Closing Date:	<u>October 14, 2015</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Operation and Maintenance of Landfill Gas Collection System</u>

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


## ATTACHMENTS

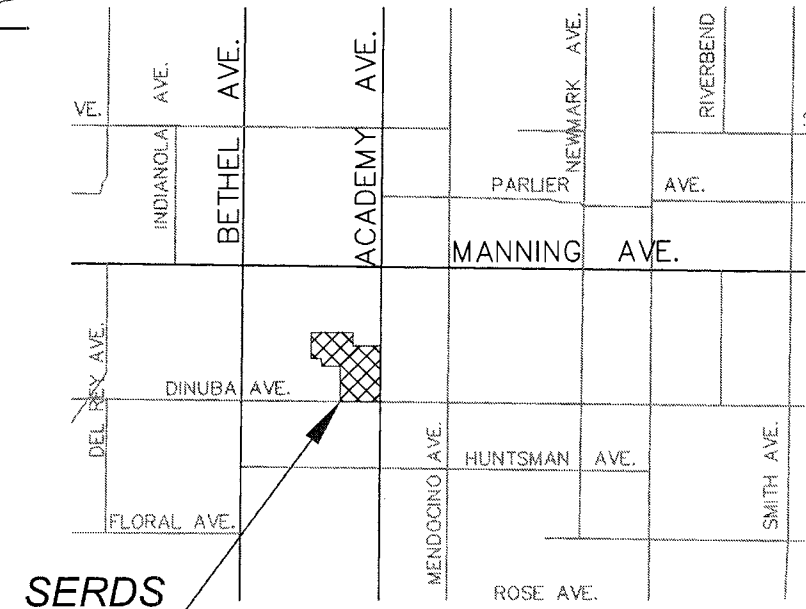
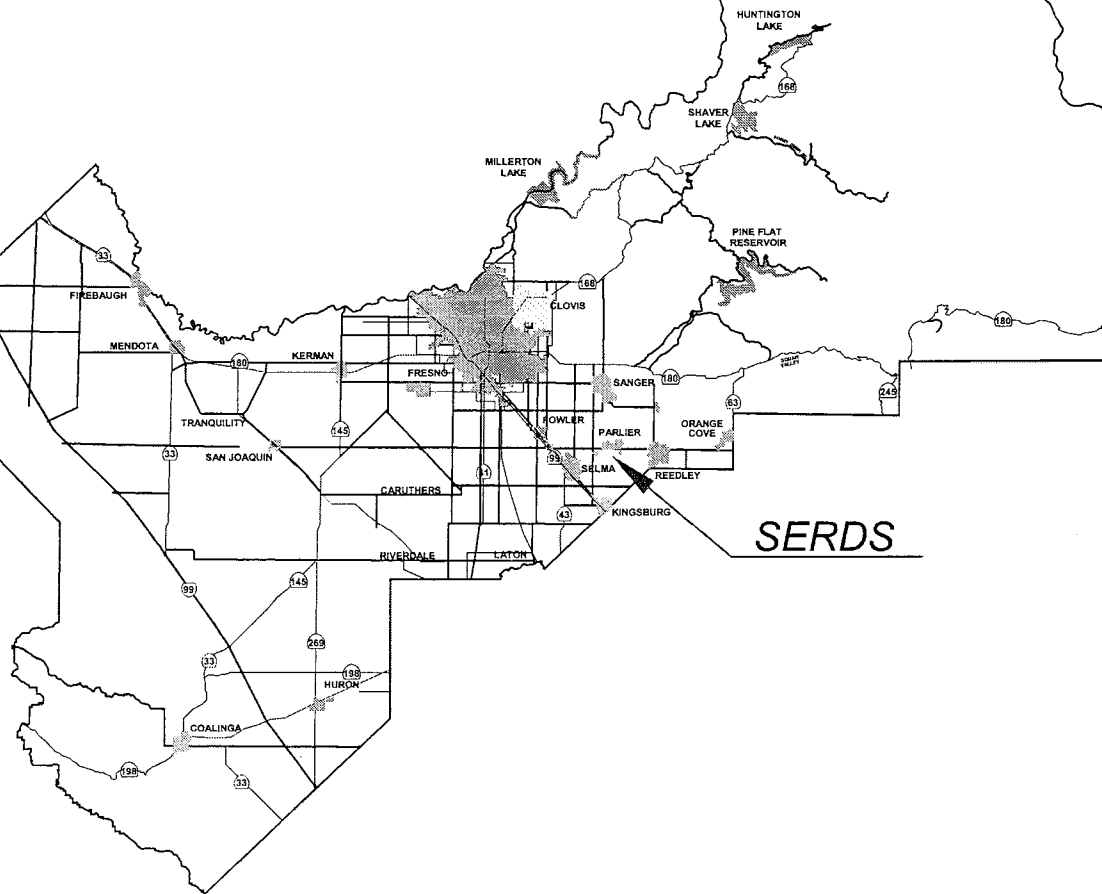
- A. Southeast Regional Disposal Site - Location Map**
- B. Southeast Regional Disposal Site - Site Map**
- C. PTO C-706-1-1**
- D. San Joaquin Valley Air Pollution Control District Rule 4642**

# LOCATION MAP



## MAP LEGEND

 SOUTH EAST REGIONAL DISPOSAL SITE BOUNDARY



DATE

DESIGNED J. EDELL 10/21

DRAWN J. EDELL 10/21

CHECKED \_\_\_\_\_

SCALE NONE

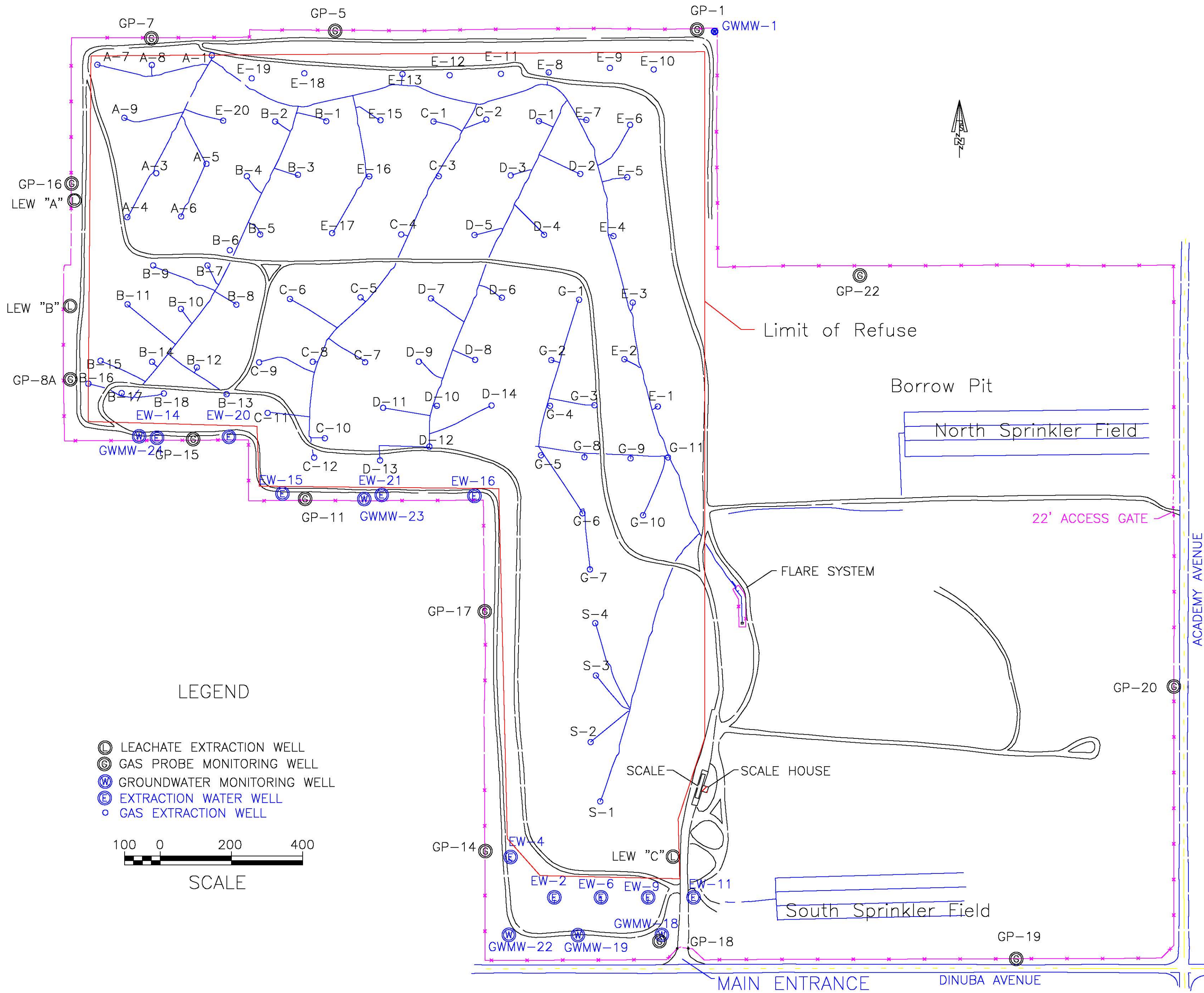
DRAWING NO. 1



DEPARTMENT OF PUBLIC WORKS AND PLANNING

## SOUTH EAST REGIONAL DISPOSAL SITE (SERDS)









## AUTHORITY TO CONSTRUCT

**PERMIT NO:** C-706-1-1

**ISSUANCE DATE:** 01/08/2014

**LEGAL OWNER OR OPERATOR:** FRESNO COUNTY PUBLIC WORKS

**MAILING ADDRESS:** 2220 TULARE ST, 6TH FLOOR  
ATTN: RESOURCES MANAGER  
FRESNO, CA 93721

**LOCATION:** 12716 E DINUBA AVE (LANDFILL FLARE)  
SELMA, CA 93662

**EQUIPMENT DESCRIPTION:**

MODIFICATION OF 19.6 MMBTU/HR MCGILL S/N 1667-1 ELEVATED GAS FLARE, 6"D X 15'H, WITH PILOT ASSEMBLY, INTERNAL FLAME ARRESTOR, AND IGNITION PANEL ASSEMBLY: ADD RULE 4642 REQUIREMENTS TO PERMIT

## CONDITIONS

1. All equipment shall be maintained in good operating condition and shall be operated in a manner to minimize emissions of air contaminants into the atmosphere. [District Rule 2201]
2. No air contaminant shall be released into the atmosphere which causes a public nuisance. [District Rule 4102]
3. Particulate matter emissions shall not exceed 0.1 grains/dscf in concentration. [District Rule 4201]
4. No air contaminant shall be discharged into the atmosphere for a period or periods aggregating more than three minutes in any one hour which is as dark as, or darker than, Ringelmann 1 or 20% opacity. [District Rule 4101]
5. The gas collection system shall be operated such that the surface emission testing concentration of total organic compounds (as CH<sub>4</sub>) shall not exceed 1000 ppmv at any point on the surface of the solid waste disposal site or along the gas transfer path of the gas collection system. [District Rule 4642]
6. Sampling ports shall be installed on each well head. [District Rule 4642]
7. Gas collection system shall be operated in a manner which maximizes the amount of landfill gas extracted while preventing overdraw that can cause fires or damage the gas collection system. [District Rule 4642]
8. Landfill gas collection system shall be equipped with a control device having VOC destruction efficiency of at least 90% by weight, or reduce the VOC concentration (measured as methane) to 30 ppmv @ 3% O<sub>2</sub>. [District Rule 4642]

CONDITIONS CONTINUE ON NEXT PAGE

YOU **MUST** NOTIFY THE DISTRICT COMPLIANCE DIVISION AT (559) 230-5950 WHEN CONSTRUCTION IS COMPLETED AND PRIOR TO OPERATING THE EQUIPMENT OR MODIFICATIONS AUTHORIZED BY THIS AUTHORITY TO CONSTRUCT. This is NOT a PERMIT TO OPERATE. Approval or denial of a PERMIT TO OPERATE will be made after an inspection to verify that the equipment has been constructed in accordance with the approved plans, specifications and conditions of this Authority to Construct, and to determine if the equipment can be operated in compliance with all Rules and Regulations of the San Joaquin Valley Unified Air Pollution Control District. Unless construction has commenced pursuant to Rule 2050, this Authority to Construct shall expire and application shall be cancelled two years from the date of issuance. The applicant is responsible for complying with all laws, ordinances and regulations of all other governmental agencies which may pertain to the above equipment.

ayed Sadredin, Executive Director / APCO

  
DAVID WARNER, Director of Permit Services  
C-706-1-1 Jan 8 2014 9:48AM - KLEVANNND : Joint Inspection NOT Required

9. Excavated solid waste shall be covered using fresh soil, plastic sheeting, or vapor retarding foam as necessary to prevent odorous emissions and to minimize the release of landfill gas. [District Rule 4642]
10. Maintenance is defined as any work performed on the gas collection system and/or control device in order to ensure continued compliance with District rules, regulations, and/or Permits to Operate, and to prevent its failure or malfunction. [District Rule 4642]
11. The permittee shall notify the APCO by telephone at least 24 hours before performing any maintenance work that requires the system to be shutdown. The notification shall include a description of work, the date work will be performed and the amount of time needed to complete the maintenance work. [District Rule 4642]
12. During maintenance of the gas collection system or incineration device, emissions of landfill gas shall be minimized during shutdown. [District Rule 4642]
13. The landfill gas collection system and/or control device shall not be shut down for more than 144 cumulative hours for maintenance in any calendar year. [District Rule 4642]
14. Prior to testing of surface emissions, the operator shall submit a written Surface Emissions Testing Protocol for approval by the APCO. [District Rule 4642]
15. Permittee shall maintain records of surface emissions test including: date and time, weather conditions, including precipitation records, areas sampled, calibration records, and test results. [District Rule 4642]
16. Permittee shall maintain daily records of landfill gas flow rate to any control device(s). [District Rule 4642]
17. Permittee shall maintain records of maintenance related or other collection system and control device downtime, including individual well shutdown. [District Rule 4642]
18. Surface emission testing shall be performed once every six month period per calendar year. Upon completion of two consecutive semi-annual tests without an exceedance of the 1000 ppmv standard, other than non-repeatable, momentary readings, testing may be reduced to once every calendar year. [District Rule 4642]
19. Records shall be kept for at least five years and made available within 24 hours upon request from the District. [District Rule 1070]



## San Joaquin Valley Air Pollution Control District

**PERMIT UNIT:** C-706-1-1**EXPIRATION DATE:** 12/31/2015**EQUIPMENT DESCRIPTION:**

19.6 MMBTU/HR MCGILL S/N 1667-1 ELEVATED GAS FLARE, 6"D X 15'H, WITH PILOT ASSEMBLY, INTERNAL FLAME ARRESTOR, AND IGNITION PANEL ASSEMBLY

### PERMIT UNIT REQUIREMENTS

---

1. All equipment shall be maintained in good operating condition and shall be operated in a manner to minimize emissions of air contaminants into the atmosphere. [District Rule 2201]
  2. No air contaminant shall be released into the atmosphere which causes a public nuisance. [District Rule 4102]
  3. Particulate matter emissions shall not exceed 0.1 grains/dscf in concentration. [District Rule 4201]
  4. No air contaminant shall be discharged into the atmosphere for a period or periods aggregating more than three minutes in any one hour which is as dark as, or darker than, Ringelmann 1 or 20% opacity. [District Rule 4101]
  5. The gas collection system shall be operated such that the surface emission testing concentration of total organic compounds (as CH<sub>4</sub>) shall not exceed 1000 ppmv at any point on the surface of the solid waste disposal site or along the gas transfer path of the gas collection system. [District Rule 4642]
  6. Sampling ports shall be installed on each well head. [District Rule 4642]
  7. Gas collection system shall be operated in a manner which maximizes the amount of landfill gas extracted while preventing overdraw that can cause fires or damage the gas collection system. [District Rule 4642]
  8. Landfill gas collection system shall be equipped with a control device having VOC destruction efficiency of at least 90% by weight, or reduce the VOC concentration (measured as methane) to 30 ppmv @ 3% O<sub>2</sub>. [District Rule 4642]
  9. Excavated solid waste shall be covered using fresh soil, plastic sheeting, or vapor retarding foam as necessary to prevent odorous emissions and to minimize the release of landfill gas. [District Rule 4642]
  10. Maintenance is defined as any work performed on the gas collection system and/or control device in order to ensure continued compliance with District rules, regulations, and/or Permits to Operate, and to prevent its failure or malfunction. [District Rule 4642]
  11. The permittee shall notify the APCO by telephone at least 24 hours before performing any maintenance work that requires the system to be shutdown. The notification shall include a description of work, the date work will be performed and the amount of time needed to complete the maintenance work. [District Rule 4642]
  12. During maintenance of the gas collection system or incineration device, emissions of landfill gas shall be minimized during shutdown. [District Rule 4642]
  13. The landfill gas collection system and/or control device shall not be shut down for more than 144 cumulative hours for maintenance in any calendar year. [District Rule 4642]
  14. Prior to testing of surface emissions, the operator shall submit a written Surface Emissions Testing Protocol for approval by the APCO. [District Rule 4642]
- Permittee shall maintain records of surface emissions test including: date and time, weather conditions, including precipitation records, areas sampled, calibration records, and test results. [District Rule 4642]

PERMIT UNIT REQUIREMENTS CONTINUE ON NEXT PAGE

These terms and conditions are part of the Facility-wide Permit to Operate.

16. Permittee shall maintain daily records of landfill gas flow rate to any control device(s). [District Rule 4642]
17. Permittee shall maintain records of maintenance related or other collection system and control device downtime, including individual well shutdown. [District Rule 4642]
18. Surface emission testing shall be performed once every six month period per calendar year. Upon completion of two consecutive semi-annual tests without an exceedance of the 1000 ppmv standard, other than non-repeatable, momentary readings, testing may be reduced to once every calendar year. [District Rule 4642]
19. Records shall be kept for at least five years and made available within 24 hours upon request from the District. [District Rule 1070]

These terms and conditions are part of the Facility-wide Permit to Operate.

RULE 4642 SOLID WASTE DISPOSAL SITES (Adopted July 20, 1995; Amended April 16, 1998)

1.0 Purpose

The purpose of this rule is to reduce volatile organic compound (VOC) emissions from solid waste disposal sites.

2.0 Applicability

The provisions of this rule apply to any solid waste disposal sites which has a gas collection system and/or control device in operation, or undergoing maintenance or repair.

3.0 Definitions

- 3.1 Control Device: any equipment which disposes of the collected gas through combustion, on-site gas treatment and subsequent sale, sale and processing off-site, or other equivalent methods.
- 3.2 Active Disposal Area: An area in a landfill that has not been closed pursuant to California Code of Regulations Title 14, Chapter 3, Article 7.8 and Title 23, Chapter 15, Article 8.
- 3.3 Destruction Efficiency: a measure of the efficiency of the control device to combust, transform, or otherwise prevent the emissions of VOC-containing landfill gases to the atmosphere.
- 3.4 Enclosed Flare: a flare which is composed of multiple gas burners that are grouped in an enclosure, and are staged to operate at a wide range of flow rates. The basic elements of an enclosed flare system are described in the California Air Resources Board's Suggested Control Measure for Landfill Gas Emissions, Appendix E, Section C.1, dated September 13, 1990.
- 3.5 Energy Recovery Device: any combustion device which uses landfill gas to produce energy in the form of steam or electricity, including, but not limited to, gas turbines, internal combustion engines and boilers.
- 3.6 Gas Collection System: any device which employs mechanical blowers or compressors to create a pressure gradient and extract landfill gas.
- 3.7 Hazardous Waste: defined in California Code of Regulation Title 14, Division 7, Chapter 3 (Minimum Standards for Solid Waste Handling and Disposal).

- 3.8 Landfill: any location within the solid waste disposal site used for the permanent disposal of waste where the organic portion of the waste is subject to the natural process of aerobic and anaerobic decomposition.
- 3.9 Landfill Gas: any untreated, raw gas derived through a natural process from the decomposition of organic waste deposited in a landfill, from the evolution of organic species in the waste, or from chemical reactions of substances in the waste.
- 3.10 Maintenance: work performed on a gas collection system and/or control device in order to ensure continued compliance with District rules, regulations, and/or Permits to Operate, and to prevent its failure or malfunction.
- 3.11 Minimization: the shutting of valves, insertion of sewer plugs, or any other similar method that reduces emissions of landfill gas to the atmosphere.
- 3.12 Non-repeatable, Momentary Readings: indications of the presence of organic gases on a portable hydrocarbon detection instrument which persist for less than five seconds and do not recur when the sampling probe is placed in the same location.
- 3.13 Open Flare: a vertically or horizontally oriented open pipe flare from which gases are released into the air before combustion is commenced.
- 3.14 Operator: the owner of a solid waste disposal site and any other person who through lease, franchise agreement, or any other arrangement with the landowner becomes responsible to the APCO for the following requirements for a solid waste disposal site:
  - 3.14.1 Obtaining Authority to Construct and/or Permit to Operate for a gas collections system and control device;
  - 3.14.2 Complying with all applicable local air pollution requirements;
  - 3.14.3 The physical operation of the gas collection system and control device; and
  - 3.14.4 Maintaining the gas collection system and control device during the post closure maintenance period.
- 3.15 Portable Hydrocarbon Detection Instrument: a hand held hydrocarbon analyzer using detector types which include, but are not limited to, conductivity, flame ionization, catalytic oxidation, infrared absorption, and photo-ionization, which meet the requirements of USEPA Test Method 21, 40 CFR Part 60.
- 3.16 Repair: work performed on a gas collection system and/or control device in order to return it to compliance with District rules, regulations and/or Permits to operate.

- 3.17 Solid Waste: all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid wastes, sludge, and other discarded solid and semisolid wastes.
  - 3.18 Solid Waste Disposal Site: the place, location, tract of land, area, or premises in use, intended to be used, or which has been used for the landfill disposal of wastes and/or evaporation of liquid chemical wastes.
  - 3.19 Total Organic Compounds: all hydrocarbon compounds containing hydrogen and carbon with or without other chemical elements.
  - 3.20 Volatile Organic Compound (VOC): defined in Rule 1020 (Definitions).
- 4.0 Exemptions
- 4.1 The requirements of this rule shall not apply to:
    - 4.1.1 Active disposal areas in a landfill.
    - 4.1.2 Any solid waste disposal site which is subject to the requirements of 40 CFR 60 Subpart WWW (Standards of Performance for Municipal Solid Waste Landfills), or Subpart Cc (Emission Guidelines and Compliance Times for Municipal Solid Waste Landfills).
    - 4.1.3 Hazardous waste disposal sites.
  - 4.2 The requirements of Section 5.1 and 5.2 shall not apply to solid waste disposal sites during maintenance of the landfill gas collection system and/or control device provided the requirements of Section 5.4 are met.
  - 4.3 For existing facilities, the installation or modification of an emission control technique performed solely for the purpose of compliance with the requirements of this rule shall be exempt from Best Available Control Technology and Offset requirements of Rule 2201 (New and Modified Stationary Source Review Rule) for all air pollutants provided the conditions in Sections 4.3.1 through 4.3.4 are met.
    - 4.3.1 there shall be no change in the physical or operational design of the existing facility, except for those changes to the design needed for the installation or modification of the emission control technique itself;
    - 4.3.2 there shall be no change in the permitted rating or permitted operating schedule of the permitted unit;



- 4.3.3 there shall no increase in emissions from the stationary source that will cause or contribute to any violation of a National Ambient Air Quality Standard, Prevention of Significant Deterioration increment, or Air Quality Related Value in Class I areas; and
- 4.3.4 the project shall not result in an increase in permitted emissions or potential to emit of more than 25 tons per year of NO<sub>x</sub>, or 25 tons per year of VOC, or 15 tons per year of SO<sub>x</sub>, or 15 tons per year of PM-10, or 50 tons per year of CO.

## 5.0 Requirements

### 5.1 Solid Waste Disposal Site Gas Collection System

- 5.1.1 The gas collection system shall be operated in such a manner that the surface emissions testing of the landfill shows the concentrations of total organic compounds (measured as methane) do not exceed 1,000 ppmv at any point on the surface of the solid waste disposal site or along the gas transfer path of the gas collection system. Sampling ports shall be installed on each well head. Surface emissions testing shall be conducted according to Section 6.1.1.
- 5.1.2 The gas collection system shall be operated in a manner which maximizes the amount of landfill gas extracted while preventing overdraw that can cause fires or damage the gas collection system.
- 5.1.3 All landfill gas collected by a gas collection system shall be controlled by a control device which meets the requirements of Section 5.2.

### 5.2 Control Device

- 5.2.1 Except for control devices subject to Section 5.2.2, a control device shall achieve a VOC destruction efficiency of at least 98 percent by weight, or reduce the VOC concentration to 20 ppmv or less (measured as methane) corrected to 3 percent oxygen.
- 5.2.2 For control devices which have an Authority to Construct issued prior to July 20, 1995, such control devices shall achieve a destruction efficiency of at least 90 percent by weight or reduce the VOC concentration to 30 ppmv or less (measured as methane) corrected to 3 percent oxygen.
- 5.2.3 Compliance with the VOC destruction efficiency requirement shall be verified in accordance with Section 6.1.4 and 6.3.2.

5.2.4 An enclosed flare or an open flare may be used as a control device provided the operator submits, for approval by the APCO, a flare manufacturer's written guarantee and supporting data to demonstrate that the flare achieves the VOC destruction efficiency in Section 5.2.1 or 5.2.2. The operator shall maintain and operate the flare according to the manufacturer's specification, and shall meet the following operational requirements:

5.2.4.1 An enclosed flare shall be operated in accordance with the applicable provisions of 40 CFR 60.756(b) and 40 CFR 60.18.

5.2.4.2 An open flare shall be operated in accordance with the applicable provisions of and 40 CFR 60.756(c) and 40 CFR 60.18.

### 5.3 Emission Control During Excavation of Solid Waste

Whenever buried solid waste is brought to the surface during the installation or preparation of wells, trenches, piping, or other equipment or when landfill solid waste is excavated or moved, the operator shall cover the excavated solid waste using fresh soil, plastic sheeting, or vapor retarding foam as necessary in order to prevent odorous emissions and to minimize the release of landfill gas.

### 5.4 Emission Control During Maintenance

During maintenance of the gas collection system and/or control device the following conditions shall be met:

5.4.1 Notify the APCO by telephone at least 24 hours before performing any maintenance work that requires the system to be shutdown. The notification shall include a description of work, the date work will be performed and the amount of time needed to complete the maintenance work.

5.4.2 Emissions of landfill gas to the atmosphere shall be minimized during shutdown.

5.4.3 The gas collection system and/or control device shall not be shut down for more than 144 cumulative hours in any calendar year.

## 6.0 Administrative Requirements

### 6.1 Test Methods

#### 6.1.1 Surface Emissions Testing

The operator shall perform the surface emission testing of solid waste disposal sites in accordance with Sections 6.1.1 and 6.3.1 to insure the requirements of Section 5.1 are met. Prior to testing, the operator shall submit a written Surface Emission Testing Protocol for approval by the APCO. The testing protocol shall meet the following requirements:

- 6.1.1.1 Testing shall be conducted using a portable hydrocarbon detection test instrument. The instrument shall be calibrated before and after each test using zero air and an approximately 500 parts per million by volume (ppmv) methane based standard calibration gas in accordance with the manufacturer's recommendations. The instrument serial number and instrument calibration data shall be recorded for each calibration and maintained as a permanent record.
- 6.1.1.2 Testing shall be performed by holding the detector probe within three inches of the surface while walking a pattern of parallel paths not more than 90 feet apart over the entire surface area of the solid waste disposal site which contains buried refuse, and along the gas transfer path of the gas collection system. The operator shall monitor the instrument readings at least once every 30 seconds, at normal walking speed (approximately 2 miles per hour), record only the readings that exceed 1,000 ppmv, and geographically locate the specific area on the landfill surface where the exceedances occur. Cracks, holes and other breaches in the solid waste disposal site cover, as well as areas where buried waste interfaces with undisturbed native soil, shall be tested. Sampling is not required on steep slopes or other areas posing an unavoidable hazard to testing personnel.
- 6.1.1.3 Testing shall be terminated when the average wind speed exceeds five miles per hour or the instantaneous wind speed exceeds ten miles per hour. Average wind speed shall be determined on a ten-minute average using an on-site anemometer. The APCO may approve exceptions to the wind speed requirement for solid waste disposal sites which consistently have winds in excess of these limits.

Application for this exemption must be made in writing prior to testing.

- 6.1.1.4 Testing shall be conducted when the solid waste disposal site is dry and no rain is falling. The site is considered dry when there has been no rain for 72 hours prior to testing.
- 6.1.2 Measurement of the volumetric flow shall be performed using CARB Method 2.
- 6.1.3 Heating value of process gas shall be determined by using the latest revision of test method ASTM D1826 or ASTM D3588.
- 6.1.4 The destruction efficiency of the control device shall be evaluated as follows:
  - 6.1.4.1 The operator shall measure, in dry standard cubic feet, the volumetric flow rate of the collected landfill gas entering the control device and the volumetric flow rate of the control device effluent gases;
  - 6.1.4.2 Simultaneous grab samples shall be taken at the inlet to the control device and in the control device. The VOC concentrations of the samples shall be determined by using USEPA Test Method 25;
  - 6.1.4.3 The control device destruction efficiency shall be computed using the following equation:

$$Destruction\ Efficiency = \left[ 1 - \frac{VOC_o \times exhaust\ flow}{VOC_i \times inlet\ flow} \right] \times 100\%$$

Where:

VOC<sub>o</sub> = measured concentration of VOC in the control device exhaust

VOC<sub>i</sub> = measured concentration of VOC in the landfill gas entering the control device

## 6.2 Recordkeeping

The operator shall maintain the following written records for a period of five years from the date of each entry. The records shall be made available during normal

business hours from Monday through Friday, and shall be submitted to the APCO upon request.

- 6.2.1 Records of surface emissions tests including: the time; weather conditions, including precipitation records; areas sampled; calibration records; and test results.
- 6.2.2 If applicable, emission control device source test reports showing the VOC destruction efficiency.
- 6.2.3 If applicable, records of flare combustion temperature including the dates and times of temperature readings, net heating value of landfill gas being combusted, volumetric gas flow rate and flare exit velocity.
- 6.2.4 Maintenance-related or other collection system and control device downtime, including individual well shutdown.

### 6.3 Compliance Testing

The operator shall notify the District not later than 30 days prior to any compliance test required by Section 6.3.1 and 6.3.2. Compliance test reports shall be submitted to the District within 60 days of completion of testing.

- 6.3.1 Surface emissions testing performed to evaluate the effectiveness of a gas collection system shall be conducted at least once in every six month period per calendar year. Upon completion of two successive semi-annual tests without an exceedance of the 1,000 ppmv standard, other than non-repeatable, momentary readings, the testing frequency may be reduced to once every calendar year. Subsequent exceedances of the 1,000 ppmv standard shall result in the re-establishment of the semi-annual testing requirement.
- 6.3.2 Compliance source testing of an energy recovery device used as a control device shall be conducted in accordance with the testing requirements of other applicable District's rules.

### 6.4 Emission Control Plan

The operator of a solid waste disposal site subject to this rule shall submit an Emission Control Plan as required by Section 7.3 to the APCO indicating the actions to be taken to comply with the requirements of the rule. A written approval of the plan shall be obtained from the APCO prior to implementing the plan. As operating experience is gained and site conditions change, the plan may be revised subject to the approval of the APCO. The plan shall, at a minimum, contain:

- 6.4.1 An engineering evaluation of the expected landfill gas generation rate and design specifications which demonstrate that the gas collection system will meet the requirements of this rule;
- 6.4.2 A map showing the location, spacing, and depths of extraction wells or trenches, and the direction of flow through the header system to the control device;
- 6.4.3 A map showing the areas with steep slopes and other safety hazards to personnel performing the surface emissions testing. A brief explanation of these hazards must be given;
- 6.4.4 Locations of sampling probes;
- 6.4.5 A schedule detailing inspection and maintenance intervals. The schedule must include the dates and durations of expected system shutdowns as well as the work or maintenance expected;
- 6.4.6 Written justification for less than continuous operation of the gas collection system;
- 6.4.7 Operating procedures including system start-up, balancing, routine maintenance, and shutdown;
- 6.4.8 Qualifications and training requirements for all on-site personnel;
- 6.4.9 A description of techniques used to ensure that excess vacuum and gas withdrawal resulting in air intrusion into the landfill are minimized.

## 7.0 Compliance Schedule

- 7.1 By July 20, 1996, the operator shall submit a Surface Emissions Testing Protocol to the APCO for approval.
- 7.2 Within 12 months after approval of the Surface Emission Testing Protocol by the APCO, the operator shall achieve full compliance with the requirements of this rule.
- 7.3 If any two (2) or more surface emissions tests exceed the 1,000 ppmv standard, the operator shall:
  - 7.3.1 submit an Emission Control Plan and a complete application for Authority to Construct, if necessary, within 12 months from the date of the second test failure;

- 7.3.2 be in full compliance with the rule within 12 months after the Authority to Construct is issued, or after approval of the Emission Control Plan; and
- 7.3.3 conduct compliance testing pursuant to Sections 6.3.1 and 6.3.2.