

**A G R E E M E N T**

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of October, 2017 (the "Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Global Power Group, Inc., whose corporate address is 12060 Woodside Ave., Lakeside, CA 92040, hereinafter referred to as "CONTRACTOR".

**R E C I T A L S**

**WHEREAS**, COUNTY has a need for a generator maintenance and repair program; and

**WHEREAS**, COUNTY issued Request for Quotation (RFQ) No. 17-045 and Addendum No. One thereto for a generator and maintenance repair program (collectively, the "RFQ"); and

**WHEREAS**, CONTRACTOR submitted the lowest overall responsive bid for providing the services requested in the RFQ; and

**WHEREAS**, CONTRACTOR is qualified and willing to perform said services as stated in CONTRACTOR's response to the RFQ ("Response").

**NOW, THEREFORE**, for and in consideration of the promises herein, and for other good and valuable consideration, the parties agree as follows:

**1. OBLIGATIONS OF THE CONTRACTOR**

A. Scheduled Maintenance—CONTRACTOR shall perform and deliver all scheduled and corrective maintenance and repair services for emergency generators operated by Facility Services and emergency generators operated by the Department of Public Works and Planning, Resources Division (Special Districts and American Avenue) as stated under the RFQ and CONTRACTOR's Response, both of which are attached hereto as Attachments A and B, respectively, and incorporated herein by reference.

B. CONTRACTOR shall install all material, equipment, devices, etc. in accordance with the recommendations of the manufacturer of each particular item. CONTRACTOR shall submit to COUNTY justification for any deviation from the manufacturer's recommendation and

1 obtain written approval from the appropriate "County Representative" (as that term is defined in  
2 Section 2 herein below) prior to completing such work.

3 C. All materials, parts and equipment shall be new and per manufacturer  
4 specifications unless otherwise approved in writing by the appropriate County Representative.

5 D. CONTRACTOR acknowledges that the County of Fresno Jail and Juvenile  
6 Justice Campus (JJC) are "no-hostage facilities". CONTRACTOR shall ensure that its employees  
7 and any sub-contractors working in the Jail, JJC, and associated facilities, agree to abide by  
8 COUNTY's rules for a no-hostage facility as set forth in Attachment C, attached hereto and  
9 incorporated herein by this reference. COUNTY may change these policies and procedures at any  
10 time, without any prior notice to the CONTRACTOR. CONTRACTOR shall plan and execute all  
11 work in such a manner so as to prevent a breach of these detention facilities or any other COUNTY  
12 secured facility.

13 E. In accordance with Labor Code section 1770, et seq., the Director of the  
14 Department of Industrial Relations of the State of California has determined the general prevailing  
15 wages rates and employer payments for health and welfare pension, vacation, travel time and  
16 subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs  
17 authorized by Section 3093, and similar purposes applicable to the work to be done.

18 Information pertaining to applicable Prevailing Wage Rates may be found on the website  
19 for the State of California – Department of Industrial Relations:

20 <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage  
21 rates for apprentices may be found on the website for the State of California – Department of  
22 Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

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

1 be available to any interested party.

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

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

21 **2. OBLIGATIONS OF THE COUNTY**

22 A. COUNTY shall compensate the CONTRACTOR as provided in this Agreement.

23 B. COUNTY shall provide two (2) "County Representatives", to represent the  
24 COUNTY as set forth herein below and work with the CONTRACTOR in carrying out the provisions  
25 of this Agreement. The County Representative responsible for the generators listed in Quotation  
26 Schedules "A" and "C" (as set forth in the RFQ) will be the COUNTY's Facilities Division Manager  
27 or his or her designee. The County Representative responsible for the generators listed in  
28

Quotation Schedule "B" (as set forth in the RFQ) will be the Department of Public Works and Planning's Deputy Director of Resources and Administration or his or her designee.

C. The COUNTY Representatives will:

- a. Approve equipment shutdown schedules;
- b. Approve temporary equipment and material storage areas;
- c. Approve or disapprove use of non-standard equipment or materials;
- d. Approve work authorizations;
- e. Verify work completion;
- f. Determine appropriate emergency callback and trouble call service categorization (i.e., Level I, Level II, and Level III) as defined in Attachment A.

### **3. TERM**

The term of this Agreement shall be for a period of three (3) years, commencing on the Effective Date, through and including the last day of the three-year period. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. COUNTY's Director of Internal Services/Chief Information Officer or his/her designee, is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

### **4. TERMINATION**

A. Non-Allocation of Funds – The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract – The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- a. An illegal or improper use of funds;
- b. A failure to comply with any term of this Agreement;

- c. A substantially incorrect or incomplete report submitted to the COUNTY; or
- d. Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgement of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause – Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon giving thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

**5. COMPENSATION:** COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:

A. CONTRACTOR's compensation shall be based on the services, materials and parts provided at each generator site at the pricing as listed in Attachment B. The pricing set forth in Attachment B shall remain in effect for the duration of this Agreement.

B. Public Works and Planning ("PW&P") - The maximum annual compensation amount for parts and services required for PW&P under this Agreement (excepting "Extra Services" as defined hereinbelow) for years one, three, and potential year five shall not exceed \$41,830 for each such contract year. The maximum annual compensation amount for year two and potential year four shall not exceed \$31,830 for each such contract year. In no event shall the total for all such parts and services provided to PW&P exceed \$189,150 for the entire potential five-year term of this Agreement.

C. Facility Services -  
The maximum annual compensation amount for the services required for Facility Services under this Agreement (excepting "Extra Services" as defined hereinbelow) for

1 years one, three, and potential year five shall not exceed \$74,249 for each such contract year.  
2 The maximum annual compensation amount for year two and potential year four shall not  
3 exceed \$33,769 for each such contract year. In no event shall the total for all such parts and  
4 services provided to Facility Services exceed \$290,285 for the entire potential five-year term of  
5 this Agreement.

6 D. Extra Services – Extra Services are expressly contemplated to include, but are  
7 not necessarily limited to, the potential addition of other emergency generator locations for which  
8 maintenance and/or repair services may be provided by CONTRACTOR. CONTRACTOR shall not  
9 add markup percentages or costs to subcontractor's costs or incidental costs unless expressly  
10 authorized in writing by a COUNTY Representative. CONTRACTOR shall not undertake any Extra  
11 Services without the advance written authorization of a COUNTY Representative.

12 The maximum total compensation for Extra Services for both Facility Services  
13 and PW&P combined, shall not exceed a total of \$130,000 for years one through  
14 three. The maximum total compensation for Extra Services for both Facility  
15 Services and PW&P shall not exceed a total of \$80,000 for potential years four  
16 through five. In no event shall total expenditures for Extra Services exceed  
17 \$210,000 for the entire potential five-year term of this Agreement.

18 E. Total Maximum Compensation –

19 In no event shall the maximum compensation under this Agreement exceed  
20 the sum of \$689,435 for all products and services provided to both PW&P and Facility Services  
21 for the entire potential five-year term of this Agreement. It is understood that all expenses  
22 incidental to CONTRACTOR's performance of services under this Agreement shall be borne by  
23 CONTRACTOR unless otherwise specifically provided for in this Agreement.

24 6. INVOICING:

25 CONTRACTOR shall submit invoices in triplicate to the appropriate COUNTY  
26 department responsible for the generator to the addresses provided below.

27 Facilities Services	Department of Public Works and Planning.
28 4590 East Kings Canyon Road	Resources Division

Fresno, CA 93702

2220 Tulare Street, Sixth Floor

Fresno, CA 93721

Invoices shall clearly reference the provided contract number, identify the responsible COUNTY department or Section, the name of the facility or special district where the services were performed, the date upon which such services were performed, and a cost breakdown of services, labor, parts and mileage.

COUNTY will pay CONTRACTOR within forty-five (45) days of receipt of an approved invoice, by mail addressed to CONTRACTOR's remittance address: 12060 Woodside Ave., Lakeside, CA 92040.

**7. INDEPENDENT CONTRACTOR:**

In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the 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 this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

**8. MODIFICATION:**

This Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

**9. NON-ASSIGNMENT:**

Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

**10. HOLD HARMLESS:**

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.

**11. 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 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



1 necessary because of the nature of this contract.

2 B) AUTOMOBILE LIABILITY

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

9 C) PROFESSIONAL LIABILITY

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

14 D) WORKER'S COMPENSATION

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

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

25 Within Thirty (30) days from the date CONTRACTOR executes this Agreement,  
26 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all  
27 of the foregoing policies, as required herein, to the County of Fresno, Attn: Facility Services  
28 Manager, 4590 E. Kings Canyon, Fresno, CA 93702, stating that such insurance coverages

1 have been obtained and are in full force; that the County of Fresno, its officers, agents and  
2 employees will not be responsible for any premiums on the policies; that such Commercial  
3 General Liability insurance names the County of Fresno, its officers, agents and employees,  
4 individually and collectively, as additional insured, but only insofar as the operations under this  
5 Agreement are concerned; that such coverage for additional insured shall apply as primary  
6 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,  
7 agents and employees, shall be excess only and not contributing with insurance provided under  
8 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
9 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

16 **12. AUDITS AND INSPECTIONS:**

17 CONTRACTOR shall at any time during CONTRACTOR's normal business hours,  
18 and upon prior written notice, as often as the COUNTY may deem necessary, make available to  
19 the COUNTY for examination all of its records and data with respect to the matters covered by this  
20 Agreement. CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and  
21 inspect all of such records and data necessary to ensure CONTRACTOR's compliance with the  
22 terms of this Agreement. Any such examinations or audits shall be at the COUNTY's expense.

23 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall  
24 be subject to the examination and audit of the Auditor General for a period of three (3) years after  
25 final payment under contract (Government Code Section 8546.7).

26 **13. NOTICES:**

27 A) **AUTHORITY TO GIVE AND RECEIVE NOTICES**

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

**COUNTY OF FRESNO**

Facility Services Manager  
4590 E. Kings Canyon Road  
Fresno, CA 93702  
Telephone: (559) 600-7242  
FAX: (559) 600-7739

Deputy Director, Resources Division  
2220 Tulare St. 6<sup>th</sup> Floor  
Fresno, CA 93721  
Telephone: (559) 600-4078  
FAX: (559) 600-4548

**CONTRACTOR**

Edward Skane  
Service Manager  
12060 Woodside Ave.  
Lakeside, CA 92040  
Telephone: (619) 994-8581  
Cell: (619) 579-1166

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

**14. GOVERNING LAW:**

Venue for any action arising out of or related to this Agreement shall only be in

1 Fresno County, California.

2 The rights and obligations of the parties and all interpretation and performance of  
3 this Agreement shall be governed in all respects by the laws of the State of California.

4 **15. DISCLOSURE OF SELF-DEALING TRANSACTIONS:**

5 This provision is only applicable if the CONTRACTOR is operating as a corporation  
6 (a for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR  
7 changes its status to operate as a corporation.

8 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
9 transactions that they are a party to while CONTRACTOR is providing goods or performing  
10 services under this agreement. A self-dealing transaction shall mean a transaction to which the  
11 CONTRACTOR is a party and in which one or more of its directors has a material financial interest.  
12 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party  
13 to by completing and signing a *Self-Dealing Transaction Disclosure Form* (Attachment D) and  
14 submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately  
15 thereafter.

16 **16. ENTIRE AGREEMENT:**

17 This Agreement constitutes the entire agreement between the CONTRACTOR and  
18 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement  
19 negotiations, proposals, commitments, writings, advertisements, publications, and understandings  
20 of any nature whatsoever unless expressly included in this Agreement. In the event of any  
21 inconsistency in interpreting the documents comprising this Agreement, the inconsistency shall be  
22 resolved by giving precedence in the following order of priority: (1) the text of this Agreement  
23 (excluding COUNTY's RFQ and CONTRACTOR's Response thereto), (2) COUNTY's RFP, and (3)  
24 CONTRACTOR's Response.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
2 the day and year first hereinabove written.

3 CONTRACTOR

4  
5 Salvatore Martorana, President

6 Date:

9-8-2017

7  
8  
9 Salvador Ceballos, CFO

10  
11 Date:

9-8-2017

12  
13 Global Power Group, Inc.  
14 12060 Woodside Ave.  
Lakeside, CA 92040

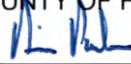
15  
16  
17 FOR ACCOUNTING USE ONLY:

18 FUND: 1045  
19 SUBCLASS: 10000  
20 ORG NO.: 8935  
ACCOUNT NO.: 7205

21 FUND: 0801  
22 SUBCLASS: 16900  
23 ORG NO.: 9140  
ACCOUNT NO.: 7205

24 FUND: 0700  
25 SUBCLASS: 15000  
26 ORG NO.: 9026  
27 ACCOUNT NO.: 7205  
28

COUNTY OF FRESNO

  
Brian Pacheco  
Chairman, Board of Supervisors

Date:


10-17-17

Bernice E. Seidel  
Clerk, Board of Supervisors

By:

  
DEPUTY

REVIEWED & RECOMMENDED FOR APPROVAL

  
Robert W. Bash, Director of Internal Services/  
Chief Information Officer

  
Steven E. White, Director of Public Works

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg  
County Counsel

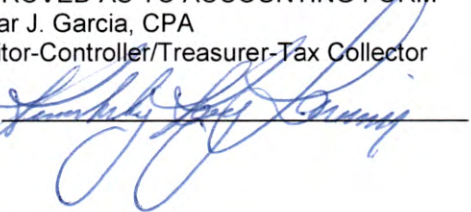
By:

  
DEPUTY

APPROVED AS TO ACCOUNTING FORM

Oscar J. Garcia, CPA  
Auditor-Controller/Treasurer-Tax Collector

By:



**ATTACHMENT A**  
**REQUEST FOR QUOTATION**  
**17-045**

A

**COUNTY OF FRESNO**  
**REQUEST FOR QUOTATION**  
**NUMBER: 17-045**  
**GENERATOR MAINTENANCE AND REPAIR**

**Issue Date: January 24, 2017**

**Closing Date: FEBRUARY 21, 2017**

Quotation will be considered LATE when the official Purchasing time clock reads 2:01 P.M.

Questions must be submitted on the Bid Page at Public Purchase or contact Heather Stevens at phone (559) 600-7110.

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: HS:st

ORG/Requisition: 8935, 9140, 9026 / 1321701086, 1401700061, 9261700126

**COUNTY OF FRESNO PURCHASING**  
**STANDARD INSTRUCTIONS AND CONDITIONS FOR**  
**REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)**

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

**GENERAL CONDITIONS**

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

1. BID PREPARATION:

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

2. SUBMITTING BIDS:

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

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

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

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

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

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

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 (7.975%). 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.



## Quotation No. 17-045

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

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

### 6. AWARDS:

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

### 7. TIE BIDS:

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

### 8. PATENT INDEMNITY:

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

### 9. SAMPLES:

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

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

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

be considered the prevailing market price at the time such purchase is made.

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

### 11. DISCOUNTS:

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

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

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

### 13. SPECIAL REQUIREMENT:

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

### 14. RECYCLED PRODUCTS/MATERIALS:

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

### 15. YEAR COMPLIANCE WARRANTY:

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

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

### 16. PARTICIPATION:

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

## Quotation No. 17-045

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

### 17. CONFIDENTIALITY:

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

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

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

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

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

### 18. APPEALS:

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

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

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the CAO within seven (7) working days after Purchasing's notification.

If the protesting bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal is going to the Board.

### 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).

## Quotation No. 17-045

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

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

### 23. PURCHASING LOCATION & HOURS:

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

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

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

## TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES .....	3
BIDDING INSTRUCTIONS .....	4
PARTICIPATION.....	12
DIR ACKNOWLEDGEMENT.....	12
REFERENCE LIST.....	13
QUOTATION SCHEDULE "A" .....	22
QUOTATION SCHEDULE "B" .....	24
QUOTATION SCHEDULE "C".....	26
SPECIFICATIONS .....	28
CHECK LIST .....	29

## **KEY DATES**

<b>RFQ Issue Date:</b>	<b>January 24, 2017</b>
<b>Deadline for Written Requests for Interpretations or Corrections of RFQ:</b>	<b>February 6, 2017 at 10:00 A.M.</b> Questions must be submitted on the Bid Page at <i>Public Purchase</i> .
<b>RFQ Closing Date:</b>	<b>February 21, 2017 at 2:00 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702

## BIDDING INSTRUCTIONS

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide all labor, materials, equipment, permits, fees, taxes, appliances, tools, and transportation, etc. to provide maintenance and repair services to the County's emergency generators, as specified within this Request for Quotation (RFQ).

### 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 in writing from Purchasing by February 6, 2017, 10:00 A.M., cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Heather Stevens at (559) 600-7110.

**NOTE:** Time constraints will prevent County from responding to questions submitted after the cut-off date.

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

**AWARD:** The County of Fresno reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined to be to the best advantage of the County. The County will 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.



**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 three (3) 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 ninety (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 7.975% 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.

**MERCHANDISE RETURNABLE FOR FULL CREDIT:** Bidder agrees to accept for full credit any merchandise sold by him on contract or award resulting from this bid, if returned in good condition by the County.

**GUARANTEE AGAINST DEFECTS:** All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

**VENDOR ASSISTANCE:** Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product 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. All invoices shall be mailed to the requesting County's Department as follows:

QUOTATION SCHEDULE "A"

ISD – Facility Services  
4590 E. Kings Canyon  
Fresno, CA 93702

QUOTATION SCHEDULE "B"

Public Works – Resources/Special Districts  
2220 Tulare St., Sixth Floor  
Fresno, CA 93721

**PAYMENT:** County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month.

**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 the various County Departments.

**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.

**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 successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

**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/PublicWorks/PublicWorksSB854.html> for more information.

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

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

**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.

Contractor shall provide the Certified Payroll Records for each pay period within ten (10) days, as required herein, to the **County of Fresno, ISD – Facility Services, 333 W. Pontiac Way, Clovis, CA 93612**. In the event Contractor fails to provide the Certified Payroll Records within the allotted time frame, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

**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, ISD – Facility Services, 333 W. Pontiac Way, Clovis, CA 93612**, 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:****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:

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**BONDS:**

**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.

**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.

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(Authorized Signature in Blue Ink)

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Title

## **DIR ACKNOWLEDGEMENT**

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.

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(Authorized Signature in Blue Ink)

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Title

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DIR Number

**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.***

## **REQUIREMENTS, SPECIFICATIONS AND SCOPE OF WORK FOR FACILITY SERVICES**

### **1. INTRODUCTION**

The County of Fresno has in operation twenty-four (24) emergency generators, and associated transfer switches, located in facilities throughout the County, and three (3) fire pumps. The intent of this Request for Quotation (RFQ) is to identify a vendor for services to these systems. Fresno County's delivery of service to the citizens and employees of the county is dependent upon the reliable operation of these systems.

### **2. OVERVIEW**

This Request for Quotation provides interested companies with the information required to prepare and submit Quotations for scheduled and corrective maintenance. The bidder(s) will be responsible for supplying information on their ability to perform these services in a reliable, practical, cost-effective manner, while maintaining the highest technical standards.

### **3. GENERAL REQUIREMENTS**

Provide all labor, materials, appliances, tools, transportation, and equipment required to complete scheduled system maintenance and corrective maintenance as required.

All work shall be in full compliance with current rules and regulations of all applicable codes. Nothing in this RFQ is to be construed to permit work not conforming to these codes.

Applicable codes and regulations include, but are not limited to, the following:

- a) National Fire Protection Association - NFPA
- b) Uniform Building Code (Latest Edition)
- c) American Society of Mechanical Engineers - ASME
- d) American Society for Testing and Materials - ASTM
- e) National Electrical Code - NEC (Latest Edition)
- f) National Electrical Manufacturer's Association - NEMA
- g) Title 24, Building Safety, C.C.R.
- h) Title 19, Inspection, Testing, and Maintenance, C.C.R.
- i) Occupational Safety and Health Act – OSHA
- j) Underwriters Laboratory - UL
- k) All Local Codes

### **4. FACILITY SERVICES MANAGER – RIGHTS AND RESPONSIBILITIES**

The Facility Services Manager (FSM) or his authorized designee will supervise and administer this Contract.

It will be the duty of the FSM to supervise the work as it progresses as well as to inspect materials, which are used in the work. It will be the right of the FSM at any time to stop defective work or to stop the entire work by the Contractor if he is not complying with the rules, specifications and/or contract entered into between the County of Fresno and the Contractor.

The FSM shall have the right to require the Contractor to remove, at any time, any employee of the Contractor who shall be employed on a job and who appears to be incompetent, who acts in a disorderly, unsafe or improper manner, or fails to follow established protocols, including county rules and regulations, and such person shall not be allowed to return on to the job without written consent of the FSM.

The duty of inspectors acting under the FSM shall be to report deviations from the specifications and to stop the work pending a decision by the FSM. The inspector shall have no power to alter the specifications. Advice or directions given to the Contractor by the inspector shall not be binding upon the Facility Services; neither shall it release the Contractor from his responsibilities as herein stated.



The FSM, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work only by written Orders, initiated by the FSM and properly approved and authorized and setting forth the amount of money to be added or deducted.

#### **5. DELIVERY REQUIREMENTS**

The County's Facility Services will be responsible for the administration of the work requested through this Request for Quotation (RFQ).

Coordination and communication with Facility Services will be essential to the successful completion of this work. All facilities will remain in full normal operation for the duration of the agreement and any need for disruption of the services provided in these facilities shall be presented with the Quotation.

Upon award the FSM shall issue a Notice to Proceed and identify his designee(s) therein. Only the FSM and those designated by the FSM shall have authority to make determinations under the agreement.

Corrective maintenance and any system component or parts replacement shall be approved by FSM or his designee prior to the start of work and be so indicated in writing on the approved service form.

#### **6. CONTROL OF WORK AND INSTRUCTIONS**

The contractor shall provide diligent supervision of the work to the satisfaction of the FSM.

Contractor shall confine storage of materials to such limits as may be directed by the FSM and shall not unreasonably encumber the premises with materials and equipment. Contractor shall enforce any instructions of the Facility Services regarding signs, advertising, fire, danger signals, barricades, and smoking, and shall require all persons employed on the work to comply with all building regulations while on the premises.

#### **7. SCHEDULING OF WORK**

All maintenance service shall be scheduled subject to the review and approval of Facility Services. The contractor(s) shall be required to provide yearly schedules of the work within 30 days of contract execution and on or before January 1, of the subsequent years. These schedules must be adhered to throughout the term of the agreement.

No work shall interfere with the operation of the existing facilities on or adjacent to the site. Normal Facility hours are, Monday through Friday 7:00 AM to 4:30 PM. Work may be scheduled outside of normal working hours as approved by the FSM.

Bidder to submit a sample of their "Contractor Report of Service" form for approval. At a minimum, the form shall include, date of service, time of arrival/departure, printed name and signature of technician providing the service, building number, location in the building, type of service (preventative/corrective/extra services), corrective action taken, or corrective action recommended, location of devices serviced or repaired, parts utilization, status of service/repair, printed name and signature of County representative authorizing the work, completion of work County representative printed name and signature.

#### **8. SAFEGUARDS**

The Contractor shall provide, in conformity with all local codes and ordinances and as may be required, lock-outs, fences, guardrails, barricades, lights, danger signs, enclosures, etc. and maintain such safeguards until work is complete.

Any fire hazardous operation shall have proper fire extinguisher, furnished by the contractor, close by and the adjacent area shall be policed before starting or stopping work for the day. The contractor shall be responsible for all costs incurred by the County as a result of damage caused by the contractor's operations, including costs associated with false fire alarms caused by the contractor.

The contractor shall ensure that the health and welfare of occupants of the building will not be effected by noise and fumes produced by the work. The FSM reserves the right to halt any work; at any time he feels it adversely affects the building occupants.

Any asbestos removal shall be by the County. If the contractor discovers asbestos, which has not been removed, the contractor shall immediately cease work in that area and promptly notify the FSM or his representative.

## 9. MATERIALS AND WORKMANSHIP

Materials and equipment shall be new unless otherwise approved by the FSM. Materials and equipment of a given type shall be of the same manufacturer. Materials and equipment shall be free of dents, scratches, marks, shipping tags, and all defacing features.

All material, equipment, devices, etc. shall be installed in accordance with the recommendations of the manufacturer of the particular item. The Contractor shall be responsible for all installations contrary to the manufacturer's recommendations. The contractor shall make all necessary changes and revisions necessary for compliance. Manufacturer's installation instructions shall be delivered to and maintained on the jobsite through the duration of the project.

Any work which is done as an addition, expansion or remodel to an existing system or system component shall be compatible with that system and be approved prior to the installation.

Workmanship shall be to the best of trade practices, performed by workers thoroughly trained and familiar with the respective systems. All defective workmanship shall be corrected by the contractor at the contractor's expense.

The contractor shall thoroughly clean all of his work, removing all debris, stain and marks resulting from his work. This includes but is not limited to: building surfaces, piping, and equipment. Surfaces shall be free of dirt, grease, labels, tags, tape, rust, and all foreign material.

Contractor shall ensure that before testing or servicing the systems, notification is given to the appropriate County representative(s). Contractor shall be responsible for all costs associated with alarms or signals that result in interruption of business or unplanned evacuation.

Wiring in panel boards, and cabinets shall be neatly installed. Wiring shall be grouped, laced, or clipped and fanned out to wiring terminals.

Wiring in all cabinets, panel boards, control panels shall be identified and clearly marked at termination.

Installation of conduit, junction boxes, and associated equipment shall be done in a neat manner, secured to the structure or suspended on conduit hangers.

All wiring and construction prints or diagrams of systems covered under this contract are the property of the County and upon termination of the contract shall be delivered to the FSM. Absolutely no changes are to be made to the circuitry or mechanical systems without prior approval of the FSM. Any changes without prior approval may be considered a breach of contract. All changes in circuitry made by Contractor shall be properly recorded on the diagrams, including date of change and name of person making same. It is the responsibility of the Contractor to maintain clean, legible, readable and accurate schematics and wiring diagrams at all times. Prints and diagrams are to remain on the job site.

## 10. RESPONSIBILITY OF CONTRACTOR

Contractor shall take responsibility for the work, and shall bear all losses resulting to him on account of the negligence of the Contractor. Contractor shall be responsible for all work of subcontractors and shall assume the defense of and indemnify and save harmless the County of Fresno and any of its officers and their agents from claims of any kind arising from the negligent performance of this Contract by the Contractor or any of his subcontractors.

Contractor shall not be liable for injuries or damage to persons or property except those directly due to his own acts or omissions, and the responsibility of the County for injuries or damage to persons or property while on or about the equipment being maintained hereunder is in no way affected by this Agreement. Contractor shall not be liable for any loss, damage or delay caused by strikes, lock-outs, fire, theft, floods, riot, civil commotion, war, malicious mischief, or any cause beyond his reasonable control.

No equipment-requiring repair shall be allowed to remain out of service due to the lack of diligent effort by the Contractor. Any part or equipment locally available will be purchased locally if necessary to expedite the job. Repairs shall begin and be carried to completion as soon as possible unless other arrangements are approved by the FSM.

Contractor shall in no case allow the performance of work by subcontract unless the subcontractor has been approved by the FSM, and in no case shall the use of subcontractors in any way alter the position of the

Contractor or his sureties with relation to his Contract with Fresno County. When a subcontractor is used the responsibility for every portion of the work shall remain with the Contractor.

Contractor shall obtain prior approval of the FSM in writing for any area or space required for the Contractor's storage during operations. This space will be maintained in a clean and orderly fashion.

Materials, equipment, etc. shall not be piled or stored in any location, which will interfere with the conduct of the normal functions of the building or property. All required safety precautions such as barricades, signs, danger signals, etc., shall be furnished and installed by the Contractor during operations, and at the contractor's expense.

Upon demand of the FSM the Contractor shall correct any dangerous or hazardous situations that the Facility Services Manager may indicate.

Contractor shall completely protect against damage from either materials or equipment, all surfaces, equipment and facilities, adjoining his work, including, but not limited to woodwork, wall and floors. All repair or replacement costs resulting from this damage shall be borne by the Contractor. At the conclusion of each day's work, the Contractor shall remove refuse, debris or waste materials and leave the premises in an orderly condition as required by the FSM.

Contractor must specify the degree of support the County may be required to furnish to accomplish the requirements of this agreement, if any. Specify the man-hours required, and the nature of County's participation within the scope of the agreement.

Contractor shall provide sufficient technicians for the service of the systems listed within this RFQ and in accordance with the specifications herein. Technicians utilized for fire alarm systems shall be qualified and experienced in the inspection, testing, and maintenance of fire alarm systems. Contractor may be required at any time to provide substantiation and verification of qualifications of their employee(s) upon request of the FSM.

Contractor shall provide, for approval by the FSM, the procedure to be followed for requesting services provided in the agreement. This procedure will include, Method of requesting service, ability to provide estimated arrival time of technician to site, reporting of call completion, communication with requesting staff, and technician servicing the contract, etc.

#### 11. EXTRA WORK – CHANGE IN WORK

The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work only by written Orders, initiated by the FSM and properly approved and authorized, and setting forth the amount of money to be added or deducted.

#### 12. ADDING, DELETING, and MODIFYING SERVICES

In the event the County will withdraw any equipment from service, or the usefulness of any equipment shall end, during the term of this Contract, the Contractor shall agree to negotiate an acceptable reduction of cost for services for the balance of the duration of said Contract.

In the event the County will add any equipment to the service plan during the term of this Contract, the Contractor shall agree to negotiate an acceptable cost for services of new equipment for the duration of the Contract.

#### 13. MANNER AND TIME OF CONDUCTING THE WORK

All work shall be performed by skilled Motor Generator technicians, and helpers directly employed and supervised by the Contractor. Only qualified system technicians with a minimum of 4 years' journeyman experience shall be allowed to perform service or maintenance work. Helpers must work under the direct supervision of a journeyman technician.

Except for emergency callback service and minor repairs and/or adjustments hereinafter provided for, all work shall be performed during regular working hours and days.

Regular working hours are from 7:00 AM to 4:30 PM Monday through Friday. County holidays excluded.

All equipment shutdowns for regular maintenance or extra examinations shall be scheduled in advance with the designated County representative and approved by the Facility Services Manager, so as not to interfere with building operations during the peak usage times. Shutdowns in excess of one hour may require

scheduling outside of normal business hours. No extra charges will be incurred because of a scheduled shutdown, regardless of day or time.

#### 14. EMERGENCY WORK

All work of a callback nature, or trouble calls shall be treated as an emergency and work commenced shall be carried through to completion without delay.

Provide 24 - hour emergency callback service for all equipment maintained hereunder. Emergency callback service shall consist of prompt response to requests from the FSM or his authorized representative(s) for emergency services on any day of the week, at any hour of the day or night. An emergency callback is defined as: any necessity for maintenance, minor repair and/or adjustment of equipment between regular service calls to restore normal equipment operation. Emergency call backs will be categorized as follows:

LEVEL I - Requires onsite response within one (1) hour or less.

LEVEL II - Requires onsite response within four (4) hours or less.

LEVEL III- Requires onsite response at 7:00 AM, the next normal working day

Determination of call level is at the discretion of the FSM or his authorized representative. Failure to furnish emergency call-back service within the above specified time of notification of need, may result in termination of contract, withholding of payment, and/or another contractor to be hired to complete the work at the current contractor's expense.

#### MINIMUM REQUIREMENTS FOR GENERATORS

\*Note: The service requirements below are to be performed annually with the exception of item numbers "1" and "11"

All costs provided shall be all inclusive of regular labor time and travel to the work site location(s).

A written report indicating the general operating condition of each unit (generators, associated transfer switches, and fire pumps) will be submitted to the Facility Services Supervisor upon completion of service to all the units and associated transfer switches. The report shall state repairs made to each unit as well as any extraordinary repairs, which may be necessary in the immediate future. Bidder shall submit a sample of a written report with the noted minimum requirements.

1. A bi-annual full load test to be completed for two hours.
2. All spark plugs will be checked and cleaned or replaced if necessary on the gasoline engines. All injectors will be checked, cleaned and tested on the diesel engines.
3. Ignition systems will be checked and cleaned as necessary. The timing will be checked and adjusted as necessary.
4. The equipment will be lubricated, the engine oil and filters changed, oil and filters are to meet OEM specification.
5. Visual inspection of fuel system to include: inspection of day tank, fuel lines and connections for leaks and assure proper operation. Clean or replace all fuel filters as per manufacturer's specifications.
6. All equipment will be checked for fuel, oil and water leaks. All hoses that need to be replaced shall be replaced with silicone hoses for an additional charge.
7. All batteries will be inspected for damage, electrolyte level, and specific gravity. Clean and tighten all battery cable connections.
8. All air cleaners will be replaced as necessary.
9. All instruments and safety devices will be tested and adjusted for proper operation.
10. Inspection of exhaust system.
11. Cooling systems shall be drained flushed and replenished to OEM specifications the first year of this agreement and every other year thereafter.

12. Inspect, clean, and tighten all generator output connections per OEM specifications. Verify output voltage, phasing, and proper operation of all electrical monitoring devices.

MINIMUM REQUIREMENTS FOR ASSOCIATED TRANSFER SWITCHES

Bidder shall submit an Acceptance Testing Plan for the maintenance of transfer switches to include the following minimum requirements:

1. Bi-Annual cleaning.
2. Bi-Annual torque and inspection of each terminal.
3. Bi-Annual testing of contacts to have resistant tests performed.
4. Bi-Annual testing and inspection of mechanical transfer switches.
5. Bi-Annual inspection of paralleling switch gear and controls.

MINIMUM REQUIREMENTS FOR FIRE PUMPS

Bidder shall adhere to Title 19, Inspection, Testing, and Maintenance, C.C.R. requirements for inspection, testing, and maintenance of fire pumps.

## **SPECIFICATIONS AND SCOPE OF WORK**

### **RESOURCES – SPECIAL DISTRICTS/AMERICAN AVENUE**

#### **1. INTRODUCTION**

The Special Districts Section of the Resources Division of the Public Works & Planning Department of Fresno County is soliciting bids for maintenance service for thirteen (13) generators located in the Shaver Lake Area (Waterworks Districts 41S and 41W and County Service Area 31B), the Brighton Crest Subdivision (County Service Area 34A), the Bella Vista Subdivision (County Service Area 34C), the Quail Lake Subdivision (County Service Area 47) and the Monte Verdi Subdivision (Friant Area – County Service Area 44D). The following is a list of generators that are requiring regular maintenance:

- Two (2) 75 kW Generac generators with CAT engine – Waterworks District 41 (Shaver Lake)
- One (1) 35 kW Generac generator with CAT engine – County Service Area 31B (Shaver Lake)
- Two (2) 75 kW Olympian generators with CAT engine – One in County Service Area 31B (Shaver Lake) and one in County Service Area 34A (Brighton Crest)
- Four (4) 5 kW Onan generators – Waterworks District 41 (Shaver Lake)
- One (1) 250 kW Caterpillar generator – County Service Area 47 (Quail Lake)
- One (1) 250 kW Kohler generator – County Service Area 47 (Quail Lake)
- One (1) 125 kW Caterpillar generator – County Service Area 44D (Friant Area)
- One (1) 20 kW Cummins 60HZ LPV generator – County Service Area 34C (Bella Vista)

The American Avenue Disposal Site, located in Kerman, CA, has one (1) Cummins Onan 3500DfEG generator.

#### **2. GENERAL REQUIREMENTS**

Provide all labor, materials, equipment permits, fees, taxes, appliances, tools, transportation, etc. required to complete scheduled system maintenance and corrective maintenance as required.

All work shall be in full compliance with current rules and regulations of all applicable codes.

Work shall be performed at the Prevailing Wage Rates as outlined within the "Bidding Instructions" of this Request for Quotation.

#### **3. SCHEDULING OF WORK**

Special Districts - Prior to commencement of the requested work, the contractor shall contact the Supervising Water/Wastewater Specialist at (559) 994-4189 to schedule the work.

American Avenue – Prior to commencement of the requested work, the contractor shall contact the disposal site supervisor at (559) 352-6988 to schedule the work.

Bidders are to provide a quote for each of the two maintenance schedules listed below. The quote should include all costs excluding materials and parts.

LEVEL 1  
QUARTERLY OR SEMI-ANNUALLY

1. Check battery electrolyte level and specific gravity.
2. Clean and tighten all battery cable connections.
3. Load test batteries.
4. Inspect air filters and radiator core.
5. Check radiator louvers for proper operation.
6. Inspect exhaust system for leaks and defects.
7. Check all fuel systems connections.
8. Check fluid levels, note the condition of coolant and add conditioner (if required).
9. Inspect generator and check controls.
10. Start engine and run under facility load, if possible.
11. Test safety shutdown systems.
12. Take oil sample for analysis of wear metals and other contaminants.
13. Inspect engine for oil and water leaks.
14. Inspect condition of engine drive belts and hoses.
15. Wipe down engine and clean area.
16. Submit written report of work done, repairs needed, problems found, and approximate cost of repair.
17. Check transfer switch operation.

LEVEL 2  
ANNUALLY

1. All items listed under level 1.
2. Inspect air cleaners and replace, if necessary.
3. Change water filter, if installed.
4. Change oil and oil filters.
5. Change fuel filters.
6. Test coolant for proper ethylene glycol and conditioner concentration.
7. Includes the handling and disposal of the hazardous waste oil and coolant.

## QUOTATION SCHEDULE "A"

### GENERATOR SPECIFICATIONS-FACILITY SERVICES

All labor, materials, equipment, permits, fees, taxes, etc. to provide generator maintenance and associated transfer switches in accordance with Specifications and Scope of Work - Facility Services.

BLDG #	LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
140	Elkhorn Correctional Facility 500 E. Elkhorn, Road Caruthers, CA. 93609	Cummins 230 kW/500FDR5053FFW 288 KVA SN: HF90048-6/26-1	\$ _____	\$ _____	\$ _____
150	Squaw Valley Comm. Center 30691 Kings Canyon Road Squaw Valley, CA. 93675	20KW Cummins-Onan Ford Engine LPG Fired SN: B010212252	\$ _____	\$ _____	\$ _____
154	Meadow Lakes 42480 Radio Ln., Meadow Lakes	35KW Cummins GGPA GMv8 SN: C130467545	\$ _____	\$ _____	\$ _____
300	UMC- 445 S. Cedar Fresno, CA. 93702	1000KW CAT D349 SN: 61P00598	\$ _____	\$ _____	\$ _____
300	UMC - 445 S. Cedar Fresno, CA. 93702	1000KW CAT D349 SN: 61P00603	\$ _____	\$ _____	\$ _____
300	UMC - 445 S. Cedar Fresno, CA. 93702	150KW NT270GS SN: 10490806	\$ _____	\$ _____	\$ _____
348	Health Dept. Portable 4590 E. Kings Canyon, Fresno, CA. 93702	250KW SN: C020343957	\$ _____	\$ _____	\$ _____
348	Health Dept. Portable 4590 E. Kings Canyon, Fresno, CA. 93702	250KW SN: C020343958	\$ _____	\$ _____	\$ _____
348	Health Dept. Portable 4590 E. Kings Canyon, Fresno, CA. 93702	35KW SN: D010232799	\$ _____	\$ _____	\$ _____
501	Juvenile Hall Annex 744 S. Tenth Street, Fresno, CA. 93702	150KW Cummins Diesel SN: 393361	\$ _____	\$ _____	\$ _____
509	Computer Services Dept. 1020 S. 10 <sup>th</sup> St. Fresno, CA. 93702	750KW CAT Diesel 3508 SN: 23Z03648	\$ _____	\$ _____	\$ _____
515	Probation 890 S. Tenth St., Fresno, CA. 93702	20KW Ford-Onan Natural Gas	\$ _____	\$ _____	\$ _____
603	Hall of Records 2281 Tulare St. Fresno, CA. 93721	200KW Cummins Diesel SN: A000040120	\$ _____	\$ _____	\$ _____
604	Sheriff Admin. Bldg. 2200 Fresno St. Fresno, CA. 93721	125KW Cummins Diesel SN: 1040688316	\$ _____	\$ _____	\$ _____
605	So. Annex Jail 2204 Fresno St. Fresno, CA. 93721	50KW Kohler Natural Gas SN: EF3310384	\$ _____	\$ _____	\$ _____
605	So. Annex Jail 2204 Fresno St., Fresno, CA. 93721	300KW CAT Diesel 3406 SN: 75X01187	\$ _____	\$ _____	\$ _____
607	Mail Jail 1225 M Street Fresno, CA. 93721	1100KW CAT Diesel 3512 SN: 24Z01743	\$ _____	\$ _____	\$ _____



BLDG #	LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
608	North Annex Jail 1225 M St. Fresno, CA. 93721	1250 Cummins Diesel SN: J010294265	\$ _____	\$ _____	\$ _____
610	Fresno County Plaza 2200 Tulare St., Fresno, CA. 93721	500KW Cummins Diesel SN: OE3308448	\$ _____	\$ _____	\$ _____
611 612	Brix/Mercer Bldg. 1221 Fulton Mall, Fresno, CA. 93721	155KW CAT Diesel 3306 SN: 66D36835	\$ _____	\$ _____	\$ _____
619	Satellite Jail 110 M Street Fresno, CA. 93721	300W CAT Diesel 3408 SN: 67U09481	\$ _____	\$ _____	\$ _____
630	Central Kitchen 200 N. H Street Fresno, CA. 93721	750KW Cummins Diesel SN: E010244526	\$ _____	\$ _____	\$ _____
1829	Bear Mountain Radio Site; GPS 37-18-51.2 N 119-41-10.9 W	60KW Onan 60DSFAD SN: D080169022	\$ _____	\$ _____	\$ _____
9975	Joaquin Ridge GPS 36- 18-16.8 N 120-24-11.5 W	60KW CA D604 SN: E4M04794	\$ _____	\$ _____	\$ _____
649	ISD – Pontiac 333 W. Pontiac Way Clovis, CA. 93612	*650KW Cummins Diesel	\$ _____	\$ _____	\$ _____

**FIRE PUMPS**

BLDG #	LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
100	Elkhorn Correctional Facility 500 E. Elkhorn Road Caruthers, CA. 93609	Cummins Fire Pump SN: 45427318	\$ _____	\$ _____	\$ _____
710	JJC Water Treatment 3333 E. American Avenue Fresno, CA. 93725	Clark Fire Pump; 183HP, JU6HUF50 SN: PF6068T322465	\$ _____	\$ _____	\$ _____
712	JJC Chiller Room 3333 E. American Avenue Fresno, CA. 93725	Cummins Fire Pump; 6BTA5.9-F2 130HP SN: 45427318	\$ _____	\$ _____	\$ _____

**QUOTATION SCHEDULE "B"****GENERATOR SPECIFICATIONS - RESOURCES-SPECIAL DISTRICTS/AMERICAN AVENUE  
DISPOSAL**

All labor, materials, equipment, permits, fees, taxes, etc. to provide generator maintenance and associated transfer switches in accordance with Specifications and Scope of Work – Resources Special Districts

**LEVEL 1**

LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
WWD 41 Shaver Lake	75 kW Generac w/Cat Engine	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	75 kW Generac w/Cat Engine	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
CSA 31B Shaver Lake	35 kW Generac w/Cat Engine	\$ _____	\$ _____	\$ _____
CSA 31B Shaver Lake	75 kW Olympian w/Cat Engine	\$ _____	\$ _____	\$ _____
CSA 34A Brighton Crest, WWTF, 24111 Brighton Crest Drive, Friant, CA 93626	75 kW Olympian w/Cat Engine	\$ _____	\$ _____	\$ _____
CSA 34C Bella Vista, Lift Station, Ruscello Lane, Friant CA 93626	20 kW Cummins 60HZ LPV generator	\$ _____	\$ _____	\$ _____
CSA 47 Quail Lake, Water Facility, 4382 N Waterside Drive, Clovis, CA 93612	250 kW Caterpillar Generator	\$ _____	\$ _____	\$ _____
CSA 47 Quail Lake, WWTF, 4121 N Quail Lake Drive, Clovis, CA 93612	200 kW Kohler Generator	\$ _____	\$ _____	\$ _____
CSA 44D Monte Verde, 2222 N Willow Ave, Clovis, CA 93812	125 kW Cummins Generator	\$ _____	\$ _____	\$ _____

**LEVEL 2**

LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
WWD 41 Shaver Lake	75 kW Generac w/Cat Engine	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	75 kW Generac w/Cat Engine	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____

LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
CSA 31B Shaver Lake	35 kW Generac w/Cat Engine	\$ _____	\$ _____	\$ _____
CSA 31B Shaver Lake	75 kW Olympian w/Cat Engine	\$ _____	\$ _____	\$ _____
CSA 34A Brighton Crest, WWTF, 24111 Brighton Crest Drive, Friant, CA 93626	75 kW Olympian w/Cat Engine	\$ _____	\$ _____	\$ _____
CSA 34C Bella Vista, Lift Station, Ruscello Lane, Friant CA 93626	20 kW Cummins 60HZ LPV generator	\$ _____	\$ _____	\$ _____
CSA 47 Quail Lake, Water Facility, 4382 N Waterside Drive, Clovis, CA 93612	250 kW Caterpillar Generator	\$ _____	\$ _____	\$ _____
CSA 47 Quail Lake, WWTF, 4121 N Quail Lake Drive, Clovis, CA 93612	200 kW Kohler Generator	\$ _____	\$ _____	\$ _____
CSA 44D Monte Verde, 2222 N Willow Ave, Clovis, CA 93812	125 kW Cummins Generator	\$ _____	\$ _____	\$ _____
American Avenue Disposal Site 18950 W. American Ave. Kerman, CA 93630	Cummins Onan 3500 DFEG Generator	\$ _____	\$ _____	\$ _____

**QUOTATION SCHEDULE "C"**AIR FILTER PRICING

PARTS PRICING FOR BOTH FACILITY SERVICE AND RESOURCES SPECIAL DISTRICTS

RETAIL LESS \_\_\_\_\_ %

Provide price list, part numbers for Air Filters

Bldg #	Building	Description	Part Number	Cost
140	Elkhorn Correctional	Cummins230kW/500FDR5053FFW 288 KVA		\$ _____
150	Squaw Valley Comm. Center	20KW Cummins-Onan Ford Engine LPG Fired		\$ _____
154	Meadow Lakes	35KW Cummins GGPA GMv8		\$ _____
300	UMC	1000 KW CAT D349		\$ _____
300	UMC	150 KW NT270GS		\$ _____
348	Health Dept. Portable	250KW		\$ _____
348	Health Dept. Portable	35KW		\$ _____
501	Juvenile Hall Annex	150KW Cummins Diesel		\$ _____
509	Computer Services Dept	750KW CAT Diesel 3508		\$ _____
515	Probation	20KW Ford-Onan Natural Gas		\$ _____
603	Hall of Records	200KW Cummins Diesel		\$ _____
604	Sheriff Admin. Bldg.	125KW Cummins Diesel		\$ _____
605	So. Annex Jail	50KW Kohler Natural Gas		\$ _____
605	So. Annex Jail	300KW CAT Diesel 3406		\$ _____
607	Main Jail	1100KW CAT Diesel 3512		\$ _____
608	North Annex Jail	1250 Cummins Diesel		\$ _____
610	Fresno County Plaza	500KW Cummins Diesel		\$ _____
611/612	Brix/Mercer Bldg.	155KW CAT Diesel 3306		\$ _____
619	Satellite Jail	300W CAT Diesel 3408		\$ _____
630	Central Kitchen	750KW Cummins Diesel		\$ _____
1829	Bear Mountain Radio Site	60KW Onan 60DSFAD		\$ _____
9975	Joaquin Ridge	60KW CA D604		\$ _____

Note: Bidder(s) prices above to reflect their after discount price.

Special District	Subdivision Name	Description	Part Number	Cost
WWD 41	Shaver Lake	75 kW Generac w/Cat Engine		\$ _____
WWD 41	Shaver Lake	75 kW Generac w/Cat Engine		\$ _____
WWD 41	Shaver Lake	5 kW Onan Generator		\$ _____
WWD 41	Shaver Lake	5 kW Onan Generator		\$ _____
WWD 41	Shaver Lake	5 kW Onan Generator		\$ _____
WWD 41	Shaver Lake	5 kW Onan Generator		\$ _____
CSA 31B	Shaver Lake	35 kW Generac w/Cat Engine		\$ _____
CSA 31B	Shaver Lake	75 kW Olympian w/Cat Engine		\$ _____
CSA 34A	Brighton Crest	75 kW Olympian w/Cat Engine		\$ _____
CSA 47	Quail Lake	250 kW Caterpillar Generator		\$ _____
CSA 34C	Bella Vista	20 kW Cummins 60HZ LPV generator		\$ _____
CSA 44D	Monte Verde	125 kW Caterpillar Generator		\$ _____
CSA 47	Quail Lake	250 kW Caterpillar Generator		\$ _____

Note: Bidder(s) prices above to reflect their after discount price.

#### ADDITIONAL PRICING

MILEAGE RATE: \$ \_\_\_\_\_ mile

Indicate where mileage starts and stops (i.e. portal to portal, Fresno to Jobsite, etc.)

#### EXTRA/CORRECTIVE/EMERGENCY SERVICES

Cost for corrective services, during normal hours, described herein shall be:

\$ \_\_\_\_\_ Per Hour

Cost for corrective services, after normal hours, described herein shall be:

\$ \_\_\_\_\_ Per Hour

All labor, materials, taxes, insurance, permits, handling and proper disposal of the hazardous waste coolant to perform Item "11", under Minimum Requirements page of "Requirements, Specifications, Scope of Work for Facility Services" section of this RFQ.

\$ \_\_\_\_\_ First Year

\$ \_\_\_\_\_ Third Year

\$ \_\_\_\_\_ Fifth Year

## SPECIFICATIONS

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. All non-compliant items must be accompanied by a detailed statement explaining why they fail to meet the stated specification or requirement.

### BIDDER TO COMPLETE THE FOLLOWING:

**COMPLY/  
NOT COMPLY**

Response time will begin with the initial phone call from the county.

A verbal response to a County call for service must be received within fifteen (15) minutes.

Vendor shall adhere to the Level I onsite response time of one (1) hour or less for emergency call backs.

Vendor shall adhere to the Level II onsite response time of four (4) hours or less for emergency call backs.

Vendor shall adhere to the Level III onsite response time of 7:00 a.m., the next business day for emergency call backs.

Should the vendor be unable to make contact with the appropriate County staff onsite of the requested service location, vendor will make a reasonable effort to contact the County for additional directions.

Service technicians must be skilled Motor Generator technicians with a minimum of four (4) years of journeyman experience.

Helper technicians must be under the direct supervision of a journeyman.

Vendor shall ensure compatibility with any work that is done as an addition, expansion, or remodel to an existing system or system component.

All service repairs must be made in accordance with generally acceptable industry standards.

Vendor shall be required to provide yearly schedules of the work within 30 days of contract execution and on or before January 1 of the subsequent years.

Service technicians will notify, in advance, the Facility Services Manager or his/her designee, when they will be on-site for routine maintenance and/or repairs. Service Technicians will immediately notify the FSM or his/her designee once they arrive on site for routine maintenance and/or repairs.

## 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 three (3) 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. \_\_\_\_\_ *Bidder to Complete* page as provided with this RFQ.
10. \_\_\_\_\_ Verification of Department of Industrial Relations Contractor Registration.
11. \_\_\_\_\_ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
12. \_\_\_\_\_ Specification, descriptions etc. for items offered under bidder(s) quotation.
13. \_\_\_\_\_ A description of the design and techniques that the bidder will use to complete the project.
14. \_\_\_\_\_ 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. 17-045

Closing Date: February 21, 2017

Closing Time: 2:00 P.M.

Commodity or Service: Generator Maintenance and Repair

**Return Checklist with your RFQ response.**

**ATTACHMENT B**

**RESPONSE**

**REQUEST FOR QUOTATION**

**17-045**



**COPY**



**COUNTY OF FRESNO**  
**REQUEST FOR QUOTATION**  
**NUMBER: 17-045**

**GENERATOR MAINTENANCE AND REPAIR**

**Issue Date: January 24, 2017**

**Closing Date: FEBRUARY 21, 2017**

Quotation will be considered LATE when the official Purchasing time clock reads 2:01 P.M.

Questions must be submitted on the Bid Page at Public Purchase or contact Heather Stevens at phone (559) 600-7110.

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 1 % 15 days will apply.

Global Power Group, Inc.

COMPANY

3390 E Miraloma Avenue Suite 104

ADDRESS

Anaheim

CITY

California

STATE

92806

ZIP CODE

(714) 572-3017

TELEPHONE NUMBER

(619) 579-1166

FACSIMILE NUMBER

[dispatch@gpgpower.com](mailto:dispatch@gpgpower.com)

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

Salvatore Martorano

PRINT NAME

President

TITLE

Purchasing Use: HS:st

ORG/Requisition: 8935, 9140, 9026 / 1321701086, 1401700061, 9261700126

## COUNTY OF FRESNO PURCHASING

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

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

## GENERAL CONDITIONS

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

1. BID PREPARATION:

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

2. SUBMITTING BIDS:

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

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

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

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

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

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

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 (7.975%). 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.

## Quotation No. 17-045

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

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

### 6. AWARDS:

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

### 7. TIE BIDS:

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

### 8. PATENT INDEMNITY:

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

### 9. SAMPLES:

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

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

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

be considered the prevailing market price at the time such purchase is made.

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

### 11. DISCOUNTS:

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

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

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

### 13. SPECIAL REQUIREMENT:

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

### 14. RECYCLED PRODUCTS/MATERIALS:

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

### 15. YEAR COMPLIANCE WARRANTY:

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

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

### 16. PARTICIPATION:

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

## Quotation No. 17-045

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

### 17. CONFIDENTIALITY:

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

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

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

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

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

### 18. APPEALS:

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

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

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the CAO within seven (7) working days after Purchasing's notification.

If the protesting bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal is going to the Board.

### 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).

## Quotation No. 17-045

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

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

### 23. PURCHASING LOCATION & HOURS:

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

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

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

## TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES .....	3
BIDDING INSTRUCTIONS .....	4
PARTICIPATION.....	12
DIR ACKNOWLEDGEMENT.....	12
REFERENCE LIST.....	13
QUOTATION SCHEDULE "A" .....	22
QUOTATION SCHEDULE "B" .....	24
QUOTATION SCHEDULE "C".....	26
SPECIFICATIONS .....	28
CHECK LIST .....	29

## KEY DATES

<b>RFQ Issue Date:</b>	<b>January 24, 2017</b>
<b>Deadline for Written Requests for Interpretations or Corrections of RFQ:</b>	<b>February 6, 2017 at 10:00 A.M.</b> Questions must be submitted on the Bid Page at <i>Public Purchase</i> .
<b>RFQ Closing Date:</b>	<b>February 21, 2017 at 2:00 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702

## BIDDING INSTRUCTIONS

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide all labor, materials, equipment, permits, fees, taxes, appliances, tools, and transportation, etc. to provide maintenance and repair services to the County's emergency generators, as specified within this Request for Quotation (RFQ).

### **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 in writing from Purchasing by February 6, 2017, 10:00 A.M., cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Heather Stevens at (559) 600-7110.

**NOTE:** Time constraints will prevent County from responding to questions submitted after the cut-off date.

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

**AWARD:** The County of Fresno reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined to be to the best advantage of the County. The County will 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.



**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 three (3) 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 ninety (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 7.975% 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.

**MERCHANDISE RETURNABLE FOR FULL CREDIT:** Bidder agrees to accept for full credit any merchandise sold by him on contract or award resulting from this bid, if returned in good condition by the County.

**GUARANTEE AGAINST DEFECTS:** All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

**VENDOR ASSISTANCE:** Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product 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. All invoices shall be mailed to the requesting County's Department as follows:

QUOTATION SCHEDULE "A"

ISD – Facility Services  
4590 E. Kings Canyon  
Fresno, CA 93702

QUOTATION SCHEDULE "B"

Public Works – Resources/Special Districts  
2220 Tulare St., Sixth Floor  
Fresno, CA 93721

**PAYMENT:** County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month.

**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 the various County Departments.

**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.

**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 successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

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

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

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

**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.

Contractor shall provide the Certified Payroll Records for each pay period within ten (10) days, as required herein, to the **County of Fresno, ISD – Facility Services, 333 W. Pontiac Way, Clovis, CA 93612**. In the event Contractor fails to provide the Certified Payroll Records within the allotted time frame, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

**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, ISD – Facility Services, 333 W. Pontiac Way, Clovis, CA 93612**, 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:****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:

Not applicable

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**BONDS:**

**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.

**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)

President

Title

**DIR ACKNOWLEDGEMENT**

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.

(Authorized Signature in Blue Ink)

President

Title

1000003838

DIR Number



**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.**Firm: Global Power Group, Inc.**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: Cal State San Bernardino Contact: Glenzora Rogers grogers@csusb.edu  
 Address: 5500 University Pkwy  
 City: San Bernardino State: CA Zip: 92047  
 Phone No.: ( 909 ) 537-3175 Date: 12/1/2011 to Current  
 Service Provided: Service, repair, and maintain 25 units.

Reference Name: Lake Elsinore Water District Contact: John Manhard  
 Address: 31315 Chaney Street  
 City: Lake Elsinore State: CA Zip: 92530  
 Phone No.: ( 951 ) 816-2963 Date: 6/1/2012 - Current  
 Service Provided: Maintain, repair, and service standby generators.

Reference Name: University of California Irvine Contact: Tony Garrit tgarrit@uci.edu  
 Address: 1 University Drive  
 City: Irvine State: CA Zip: 92866  
 Phone No.: ( 949 ) 824-5140 Date: 4/1/2012 - Current  
 Service Provided: Repairs and new equipment

Reference Name: Orange County Global Medical Ctr Contact: Ron Kress  
 Address: 1001 N Tustin Avenue  
 City: Santa Ana State: CA Zip: 92705  
 Phone No.: ( 714 ) 953-3500 Date: 4/1/2011 - Current  
 Service Provided: Semi-Annual Generator Maintenance, fuel polish, switchgear.

Reference Name: City of Anaheim Contact: Ron Lindsey rlindsey@anaheim.net  
 Address: 202 S. Anaheim Blvd  
 City: Anaheim State: CA Zip: 92805  
 Phone No.: ( 714 ) 765-6826 Date: 4/11/2011 - current  
 Service Provided: Service over 30 generators, including repairs and selling and installing generators.

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

## **REQUIREMENTS, SPECIFICATIONS AND SCOPE OF WORK FOR FACILITY SERVICES**

### **1. INTRODUCTION**

The County of Fresno has in operation twenty-four (24) emergency generators, and associated transfer switches, located in facilities throughout the County, and three (3) fire pumps. The intent of this Request for Quotation (RFQ) is to identify a vendor for services to these systems. Fresno County's delivery of service to the citizens and employees of the county is dependent upon the reliable operation of these systems.

### **2. OVERVIEW**

This Request for Quotation provides interested companies with the information required to prepare and submit Quotations for scheduled and corrective maintenance. The bidder(s) will be responsible for supplying information on their ability to perform these services in a reliable, practical, cost-effective manner, while maintaining the highest technical standards.

### **3. GENERAL REQUIREMENTS**

Provide all labor, materials, appliances, tools, transportation, and equipment required to complete scheduled system maintenance and corrective maintenance as required.

All work shall be in full compliance with current rules and regulations of all applicable codes. Nothing in this RFQ is to be construed to permit work not conforming to these codes.

Applicable codes and regulations include, but are not limited to, the following:

- a) National Fire Protection Association - NFPA
- b) Uniform Building Code (Latest Edition)
- c) American Society of Mechanical Engineers - ASME
- d) American Society for Testing and Materials - ASTM
- e) National Electrical Code - NEC (Latest Edition)
- f) National Electrical Manufacturer's Association - NEMA
- g) Title 24, Building Safety, C.C.R.
- h) Title 19, Inspection, Testing, and Maintenance, C.C.R.
- i) Occupational Safety and Health Act – OSHA
- j) Underwriters Laboratory - UL
- k) All Local Codes

### **4. FACILITY SERVICES MANAGER – RIGHTS AND RESPONSIBILITIES**

The Facility Services Manager (FSM) or his authorized designee will supervise and administer this Contract.

It will be the duty of the FSM to supervise the work as it progresses as well as to inspect materials, which are used in the work. It will be the right of the FSM at any time to stop defective work or to stop the entire work by the Contractor if he is not complying with the rules, specifications and/or contract entered into between the County of Fresno and the Contractor.

The FSM shall have the right to require the Contractor to remove, at any time, any employee of the Contractor who shall be employed on a job and who appears to be incompetent, who acts in a disorderly, unsafe or improper manner, or fails to follow established protocols, including county rules and regulations, and such person shall not be allowed to return on to the job without written consent of the FSM.

The duty of inspectors acting under the FSM shall be to report deviations from the specifications and to stop the work pending a decision by the FSM. The inspector shall have no power to alter the specifications. Advice or directions given to the Contractor by the inspector shall not be binding upon the Facility Services; neither shall it release the Contractor from his responsibilities as herein stated.

The FSM, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work only by written Orders, initiated by the FSM and properly approved and authorized and setting forth the amount of money to be added or deducted.

#### 5. DELIVERY REQUIREMENTS

The County's Facility Services will be responsible for the administration of the work requested through this Request for Quotation (RFQ).

Coordination and communication with Facility Services will be essential to the successful completion of this work. All facilities will remain in full normal operation for the duration of the agreement and any need for disruption of the services provided in these facilities shall be presented with the Quotation.

Upon award the FSM shall issue a Notice to Proceed and identify his designee(s) therein. Only the FSM and those designated by the FSM shall have authority to make determinations under the agreement.

Corrective maintenance and any system component or parts replacement shall be approved by FSM or his designee prior to the start of work and be so indicated in writing on the approved service form.

#### 6. CONTROL OF WORK AND INSTRUCTIONS

The contractor shall provide diligent supervision of the work to the satisfaction of the FSM.

Contractor shall confine storage of materials to such limits as may be directed by the FSM and shall not unreasonably encumber the premises with materials and equipment. Contractor shall enforce any instructions of the Facility Services regarding signs, advertising, fire, danger signals, barricades, and smoking, and shall require all persons employed on the work to comply with all building regulations while on the premises.

#### 7. SCHEDULING OF WORK

All maintenance service shall be scheduled subject to the review and approval of Facility Services. The contractor(s) shall be required to provide yearly schedules of the work within 30 days of contract execution and on or before January 1, of the subsequent years. These schedules must be adhered to throughout the term of the agreement.

No work shall interfere with the operation of the existing facilities on or adjacent to the site. Normal Facility hours are, Monday through Friday 7:00 AM to 4:30 PM. Work may be scheduled outside of normal working hours as approved by the FSM.

Bidder to submit a sample of their "Contractor Report of Service" form for approval. At a minimum, the form shall include, date of service, time of arrival/departure, printed name and signature of technician providing the service, building number, location in the building, type of service (preventative/corrective/extra services), corrective action taken, or corrective action recommended, location of devices serviced or repaired, parts utilization, status of service/repair, printed name and signature of County representative authorizing the work, completion of work County representative printed name and signature.

#### 8. SAFEGUARDS

The Contractor shall provide, in conformity with all local codes and ordinances and as may be required, lock-outs, fences, guardrails, barricades, lights, danger signs, enclosures, etc. and maintain such safeguards until work is complete.

Any fire hazardous operation shall have proper fire extinguisher, furnished by the contractor, close by and the adjacent area shall be policed before starting or stopping work for the day. The contractor shall be responsible for all costs incurred by the County as a result of damage caused by the contractor's operations, including costs associated with false fire alarms caused by the contractor.

The contractor shall ensure that the health and welfare of occupants of the building will not be effected by noise and fumes produced by the work. The FSM reserves the right to halt any work; at any time he feels it adversely affects the building occupants.

Any asbestos removal shall be by the County. If the contractor discovers asbestos, which has not been removed, the contractor shall immediately cease work in that area and promptly notify the FSM or his representative.

## 9. MATERIALS AND WORKMANSHIP

Materials and equipment shall be new unless otherwise approved by the FSM. Materials and equipment of a given type shall be of the same manufacturer. Materials and equipment shall be free of dents, scratches, marks, shipping tags, and all defacing features.

All material, equipment, devices, etc. shall be installed in accordance with the recommendations of the manufacturer of the particular item. The Contractor shall be responsible for all installations contrary to the manufacturer's recommendations. The contractor shall make all necessary changes and revisions necessary for compliance. Manufacturer's installation instructions shall be delivered to and maintained on the jobsite through the duration of the project.

Any work which is done as an addition, expansion or remodel to an existing system or system component shall be compatible with that system and be approved prior to the installation.

Workmanship shall be to the best of trade practices, performed by workers thoroughly trained and familiar with the respective systems. All defective workmanship shall be corrected by the contractor at the contractor's expense.

The contractor shall thoroughly clean all of his work, removing all debris, stain and marks resulting from his work. This includes but is not limited to: building surfaces, piping, and equipment. Surfaces shall be free of dirt, grease, labels, tags, tape, rust, and all foreign material.

Contractor shall ensure that before testing or servicing the systems, notification is given to the appropriate County representative(s). Contractor shall be responsible for all costs associated with alarms or signals that result in interruption of business or unplanned evacuation.

Wiring in panel boards, and cabinets shall be neatly installed. Wiring shall be grouped, laced, or clipped and fanned out to wiring terminals.

Wiring in all cabinets, panel boards, control panels shall be identified and clearly marked at termination.

Installation of conduit, junction boxes, and associated equipment shall be done in a neat manner, secured to the structure or suspended on conduit hangers.

All wiring and construction prints or diagrams of systems covered under this contract are the property of the County and upon termination of the contract shall be delivered to the FSM. Absolutely no changes are to be made to the circuitry or mechanical systems without prior approval of the FSM. Any changes without prior approval may be considered a breach of contract. All changes in circuitry made by Contractor shall be properly recorded on the diagrams, including date of change and name of person making same. It is the responsibility of the Contractor to maintain clean, legible, readable and accurate schematics and wiring diagrams at all times. Prints and diagrams are to remain on the job site.

## 10. RESPONSIBILITY OF CONTRACTOR

Contractor shall take responsibility for the work, and shall bear all losses resulting to him on account of the negligence of the Contractor. Contractor shall be responsible for all work of subcontractors and shall assume the defense of and indemnify and save harmless the County of Fresno and any of its officers and their agents from claims of any kind arising from the negligent performance of this Contract by the Contractor or any of his subcontractors.

Contractor shall not be liable for injuries or damage to persons or property except those directly due to his own acts or omissions, and the responsibility of the County for injuries or damage to persons or property while on or about the equipment being maintained hereunder is in no way affected by this Agreement. Contractor shall not be liable for any loss, damage or delay caused by strikes, lock-outs, fire, theft, floods, riot, civil commotion, war, malicious mischief, or any cause beyond his reasonable control.

No equipment-requiring repair shall be allowed to remain out of service due to the lack of diligent effort by the Contractor. Any part or equipment locally available will be purchased locally if necessary to expedite the job. Repairs shall begin and be carried to completion as soon as possible unless other arrangements are approved by the FSM.

Contractor shall in no case allow the performance of work by subcontract unless the subcontractor has been approved by the FSM, and in no case shall the use of subcontractors in any way alter the position of the

Contractor or his sureties with relation to his Contract with Fresno County. When a subcontractor is used the responsibility for every portion of the work shall remain with the Contractor.

Contractor shall obtain prior approval of the FSM in writing for any area or space required for the Contractor's storage during operations. This space will be maintained in a clean and orderly fashion.

Materials, equipment, etc. shall not be piled or stored in any location, which will interfere with the conduct of the normal functions of the building or property. All required safety precautions such as barricades, signs, danger signals, etc., shall be furnished and installed by the Contractor during operations, and at the contractor's expense.

Upon demand of the FSM the Contractor shall correct any dangerous or hazardous situations that the Facility Services Manager may indicate.

Contractor shall completely protect against damage from either materials or equipment, all surfaces, equipment and facilities, adjoining his work, including, but not limited to woodwork, wall and floors. All repair or replacement costs resulting from this damage shall be borne by the Contractor. At the conclusion of each day's work, the Contractor shall remove refuse, debris or waste materials and leave the premises in an orderly condition as required by the FSM.

Contractor must specify the degree of support the County may be required to furnish to accomplish the requirements of this agreement, if any. Specify the man-hours required, and the nature of County's participation within the scope of the agreement.

Contractor shall provide sufficient technicians for the service of the systems listed within this RFQ and in accordance with the specifications herein. Technicians utilized for fire alarm systems shall be qualified and experienced in the inspection, testing, and maintenance of fire alarm systems. Contractor may be required at any time to provide substantiation and verification of qualifications of their employee(s) upon request of the FSM.

Contractor shall provide, for approval by the FSM, the procedure to be followed for requesting services provided in the agreement. This procedure will include, Method of requesting service, ability to provide estimated arrival time of technician to site, reporting of call completion, communication with requesting staff, and technician servicing the contract, etc.

#### 11. EXTRA WORK – CHANGE IN WORK

The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work only by written Orders, initiated by the FSM and properly approved and authorized, and setting forth the amount of money to be added or deducted.

#### 12. ADDING, DELETING, and MODIFYING SERVICES

In the event the County will withdraw any equipment from service, or the usefulness of any equipment shall end, during the term of this Contract, the Contractor shall agree to negotiate an acceptable reduction of cost for services for the balance of the duration of said Contract.

In the event the County will add any equipment to the service plan during the term of this Contract, the Contractor shall agree to negotiate an acceptable cost for services of new equipment for the duration of the Contract.

#### 13. MANNER AND TIME OF CONDUCTING THE WORK

All work shall be performed by skilled Motor Generator technicians, and helpers directly employed and supervised by the Contractor. Only qualified system technicians with a minimum of 4 years' journeyman experience shall be allowed to perform service or maintenance work. Helpers must work under the direct supervision of a journeyman technician.

Except for emergency callback service and minor repairs and/or adjustments hereinafter provided for, all work shall be performed during regular working hours and days.

Regular working hours are from 7:00 AM to 4:30 PM Monday through Friday. County holidays excluded.

All equipment shutdowns for regular maintenance or extra examinations shall be scheduled in advance with the designated County representative and approved by the Facility Services Manager, so as not to interfere with building operations during the peak usage times. Shutdowns in excess of one hour may require

scheduling outside of normal business hours. No extra charges will be incurred because of a scheduled shutdown, regardless of day or time.

#### 14. EMERGENCY WORK

All work of a callback nature, or trouble calls shall be treated as an emergency and work commenced shall be carried through to completion without delay.

Provide 24 - hour emergency callback service for all equipment maintained hereunder. Emergency callback service shall consist of prompt response to requests from the FSM or his authorized representative(s) for emergency services on any day of the week, at any hour of the day or night. An emergency callback is defined as: any necessity for maintenance, minor repair and/or adjustment of equipment between regular service calls to restore normal equipment operation. Emergency call backs will be categorized as follows:

- LEVEL I - Requires onsite response within one (1) hour or less.
- LEVEL II - Requires onsite response within four (4) hours or less.
- LEVEL III - Requires onsite response at 7:00 AM, the next normal working day

Determination of call level is at the discretion of the FSM or his authorized representative. Failure to furnish emergency call-back service within the above specified time of notification of need, may result in termination of contract, withholding of payment, and/or another contractor to be hired to complete the work at the current contractor's expense.

#### MINIMUM REQUIREMENTS FOR GENERATORS

\*Note: The service requirements below are to be performed annually with the exception of item numbers "1" and "11"

All costs provided shall be all inclusive of regular labor time and travel to the work site location(s).

A written report indicating the general operating condition of each unit (generators, associated transfer switches, and fire pumps) will be submitted to the Facility Services Supervisor upon completion of service to all the units and associated transfer switches. The report shall state repairs made to each unit as well as any extraordinary repairs, which may be necessary in the immediate future. Bidder shall submit a sample of a written report with the noted minimum requirements.

1. A bi-annual full load test to be completed for two hours.
2. All spark plugs will be checked and cleaned or replaced if necessary on the gasoline engines. All injectors will be checked, cleaned and tested on the diesel engines.
3. Ignition systems will be checked and cleaned as necessary. The timing will be checked and adjusted as necessary.
4. The equipment will be lubricated, the engine oil and filters changed, oil and filters are to meet OEM specification.
5. Visual inspection of fuel system to include: inspection of day tank, fuel lines and connections for leaks and assure proper operation. Clean or replace all fuel filters as per manufacturer's specifications.
6. All equipment will be checked for fuel, oil and water leaks. All hoses that need to be replaced shall be replaced with silicone hoses for an additional charge.
7. All batteries will be inspected for damage, electrolyte level, and specific gravity. Clean and tighten all battery cable connections.
8. All air cleaners will be replaced as necessary.
9. All instruments and safety devices will be tested and adjusted for proper operation.
10. Inspection of exhaust system.
11. Cooling systems shall be drained flushed and replenished to OEM specifications the first year of this agreement and every other year thereafter.

12. Inspect, clean, and tighten all generator output connections per OEM specifications. Verify output voltage, phasing, and proper operation of all electrical monitoring devices.

MINIMUM REQUIREMENTS FOR ASSOCIATED TRANSFER SWITCHES

Bidder shall submit an Acceptance Testing Plan for the maintenance of transfer switches to include the following minimum requirements:

1. Bi-Annual cleaning.
2. Bi-Annual torque and inspection of each terminal.
3. Bi-Annual testing of contacts to have resistant tests performed.
4. Bi-Annual testing and inspection of mechanical transfer switches.
5. Bi-Annual inspection of paralleling switch gear and controls.

MINIMUM REQUIREMENTS FOR FIRE PUMPS

Bidder shall adhere to Title 19, Inspection, Testing, and Maintenance, C.C.R. requirements for inspection, testing, and maintenance of fire pumps.

## **SPECIFICATIONS AND SCOPE OF WORK**

### **RESOURCES – SPECIAL DISTRICTS/AMERICAN AVENUE**

#### **1. INTRODUCTION**

The Special Districts Section of the Resources Division of the Public Works & Planning Department of Fresno County is soliciting bids for maintenance service for thirteen (13) generators located in the Shaver Lake Area (Waterworks Districts 41S and 41W and County Service Area 31B), the Brighton Crest Subdivision (County Service Area 34A), the Bella Vista Subdivision (County Service Area 34C), the Quail Lake Subdivision (County Service Area 47) and the Monte Verdi Subdivision (Friant Area – County Service Area 44D). The following is a list of generators that are requiring regular maintenance:

- Two (2) 75 kW Generac generators with CAT engine – Waterworks District 41 (Shaver Lake)
- One (1) 35 kW Generac generator with CAT engine – County Service Area 31B (Shaver Lake)
- Two (2) 75 kW Olympian generators with CAT engine – One in County Service Area 31B (Shaver Lake) and one in County Service Area 34A (Brighton Crest)
- Four (4) 5 kW Onan generators – Waterworks District 41 (Shaver Lake)
- One (1) 250 kW Caterpillar generator – County Service Area 47 (Quail Lake)
- One (1) 250 kW Kohler generator – County Service Area 47 (Quail Lake)
- One (1) 125 kW Caterpillar generator – County Service Area 44D (Friant Area)
- One (1) 20 kW Cummins 60HZ LPV generator – County Service Area 34C (Bella Vista)

The American Avenue Disposal Site, located in Kerman, CA, has one (1) Cummins Onan 3500DfEG generator.

#### **2. GENERAL REQUIREMENTS**

Provide all labor, materials, equipment permits, fees, taxes, appliances, tools, transportation, etc. required to complete scheduled system maintenance and corrective maintenance as required.

All work shall be in full compliance with current rules and regulations of all applicable codes.

Work shall be performed at the Prevailing Wage Rates as outlined within the "Bidding Instructions" of this Request for Quotation.

#### **3. SCHEDULING OF WORK**

Special Districts - Prior to commencement of the requested work, the contractor shall contact the Supervising Water/Wastewater Specialist at (559) 994-4189 to schedule the work.

American Avenue – Prior to commencement of the requested work, the contractor shall contact the disposal site supervisor at (559) 352-6988 to schedule the work.



Bidders are to provide a quote for each of the two maintenance schedules listed below. The quote should include all costs excluding materials and parts.

LEVEL 1  
QUARTERLY OR SEMI-ANNUALLY

1. Check battery electrolyte level and specific gravity.
2. Clean and tighten all battery cable connections.
3. Load test batteries.
4. Inspect air filters and radiator core.
5. Check radiator louvers for proper operation.
6. Inspect exhaust system for leaks and defects.
7. Check all fuel systems connections.
8. Check fluid levels, note the condition of coolant and add conditioner (if required).
9. Inspect generator and check controls.
10. Start engine and run under facility load, if possible.
11. Test safety shutdown systems.
12. Take oil sample for analysis of wear metals and other contaminants.
13. Inspect engine for oil and water leaks.
14. Inspect condition of engine drive belts and hoses.
15. Wipe down engine and clean area.
16. Submit written report of work done, repairs needed, problems found, and approximate cost of repair.
17. Check transfer switch operation.

LEVEL 2  
ANNUALLY

1. All items listed under level 1.
2. Inspect air cleaners and replace, if necessary.
3. Change water filter, if installed.
4. Change oil and oil filters.
5. Change fuel filters.
6. Test coolant for proper ethylene glycol and conditioner concentration.
7. Includes the handling and disposal of the hazardous waste oil and coolant.

## QUOTATION SCHEDULE "A"

### GENERATOR SPECIFICATIONS-FACILITY SERVICES

All labor, materials, equipment, permits, fees, taxes, etc. to provide generator maintenance and associated transfer switches in accordance with Specifications and Scope of Work - Facility Services.

BLDG #	LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
140	Elkhorn Correctional Facility 500 E. Elkhorn, Road Caruthers, CA. 93609	Cummins 230 kW/500FDR5053FFW 288 KVA SN: HF90048-6/26-1	\$_____	\$_____	\$_____
150	Squaw Valley Comm. Center 30691 Kings Canyon Road Squaw Valley, CA. 93675	20KW Cummins-Onan Ford Engine LPG Fired SN: B010212252	\$_____	\$_____	\$_____
154	Meadow Lakes 42480 Radio Ln., Meadow Lakes	35KW Cummins GGPA GMv8 SN: C130467545	\$_____	\$_____	\$_____
300	UMC- 445 S. Cedar Fresno, CA. 93702	1000KW CAT D349 SN: 61P00598	\$_____	\$_____	\$_____
300	UMC - 445 S. Cedar Fresno, CA. 93702	1000KW CAT D349 SN: 61P00603	\$_____	\$_____	\$_____
300	UMC - 445 S. Cedar Fresno, CA. 93702	150KW NT270GS SN: 10490806	\$_____	\$_____	\$_____
348	Health Dept. Portable 4590 E. Kings Canyon, Fresno, CA. 93702	250KW SN: C020343957	\$_____	\$_____	\$_____
348	Health Dept. Portable 4590 E. Kings Canyon, Fresno, CA. 93702	250KW SN: C020343958	\$_____	\$_____	\$_____
348	Health Dept. Portable 4590 E. Kings Canyon, Fresno, CA. 93702	35KW SN: D010232799	\$_____	\$_____	\$_____
501	Juvenile Hall Annex 744 S. Tenth Street, Fresno, CA. 93702	150KW Cummins Diesel SN: 393361	\$_____	\$_____	\$_____
509	Computer Services Dept. 1020 S. 10 <sup>th</sup> St. Fresno, CA. 93702	750KW CAT Diesel 3508 SN: 23Z03648	\$_____	\$_____	\$_____
515	Probation 890 S. Tenth St., Fresno, CA. 93702	20KW Ford-Onan Natural Gas	\$_____	\$_____	\$_____
603	Hall of Records 2281 Tulare St. Fresno, CA. 93721	200KW Cummins Diesel SN: A000040120	\$_____	\$_____	\$_____
604	Sheriff Admin. Bldg. 2200 Fresno St. Fresno, CA. 93721	125KW Cummins Diesel SN: 1040688316	\$_____	\$_____	\$_____
605	So. Annex Jail 2204 Fresno St. Fresno, CA. 93721	50KW Kohler Natural Gas SN: EF3310384	\$_____	\$_____	\$_____
605	So. Annex Jail 2204 Fresno St., Fresno, CA. 93721	300KW CAT Diesel 3406 SN: 75X01187	\$_____	\$_____	\$_____
607	Mail Jail 1225 M Street Fresno, CA. 93721	1100KW CAT Diesel 3512 SN: 24Z01743	\$_____	\$_____	\$_____

BLDG #	LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
608	North Annex Jail 1225 M St. Fresno, CA. 93721	1250 Cummins Diesel SN: J010294265	\$ _____	\$ _____	\$ _____
610	Fresno County Plaza 2200 Tulare St., Fresno, CA. 93721	500KW Cummins Diesel SN: OE3308448	\$ _____	\$ _____	\$ _____
611	Brix/Mercer Bldg. 1221 Fulton Mall, Fresno, CA. 93721	155KW CAT Diesel 3306 SN: 66D36835	\$ _____	\$ _____	\$ _____
612					
619	Satellite Jail 110 M Street Fresno, CA. 93721	300W CAT Diesel 3408 SN: 67U09481	\$ _____	\$ _____	\$ _____
630	Central Kitchen 200 N. H Street Fresno, CA. 93721	750KW Cummins Diesel SN: E010244526	\$ _____	\$ _____	\$ _____
1829	Bear Mountain Radio Site; GPS 37-18-51.2 N 119-41-10.9 W	60KW Onan 60DSFAD SN: D080169022	\$ _____	\$ _____	\$ _____
9975	Joaquin Ridge GPS 36- 18-16.8 N 120-24-11.5 W	60KW CA D604 SN: E4M04794	\$ _____	\$ _____	\$ _____
649	ISD – Pontiac 333 W. Pontiac Way Clovis, CA. 93612	*650KW Cummins Diesel	\$ _____	\$ _____	\$ _____

**FIRE PUMPS**

BLDG #	LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
100	Elkhorn Correctional Facility 500 E. Elkhorn Road Caruthers, CA. 93609	Cummins Fire Pump SN: 45427318	\$ _____	\$ _____	\$ _____
710	JJC Water Treatment 3333 E. American Avenue Fresno, CA. 93725	Clark Fire Pump; 183HP, JU6HUF50 SN: PF6068T322465	\$ _____	\$ _____	\$ _____
712	JJC Chiller Room  3333 E. American Avenue Fresno, CA. 93725	Cummins Fire Pump; 6BTA5.9-F2 130HP SN: 45427318	\$ _____	\$ _____	\$ _____

**QUOTATION SCHEDULE "B"****GENERATOR SPECIFICATIONS - RESOURCES-SPECIAL DISTRICTS/AMERICAN AVENUE  
DISPOSAL**

All labor, materials, equipment, permits, fees, taxes, etc. to provide generator maintenance and associated transfer switches in accordance with Specifications and Scope of Work – Resources Special Districts

**LEVEL 1**

LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
WWD 41 Shaver Lake	75 kW Generac w/Cat Engine	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	75 kW Generac w/Cat Engine	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
CSA 31B Shaver Lake	35 kW Generac w/Cat Engine	\$ _____	\$ _____	\$ _____
CSA 31B Shaver Lake	75 kW Olympian w/Cat Engine	\$ _____	\$ _____	\$ _____
CSA 34A Brighton Crest, WWTF, 24111 Brighton Crest Drive, Friant, CA 93626	75 kW Olympian w/Cat Engine	\$ _____	\$ _____	\$ _____
CSA 34C Bella Vista, Lift Station, Ruscello Lane, Friant CA 93626	20 kW Cummins 60HZ LPV generator	\$ _____	\$ _____	\$ _____
CSA 47 Quail Lake, Water Facility, 4382 N Waterside Drive, Clovis, CA 93612	250 kW Caterpillar Generator	\$ _____	\$ _____	\$ _____
CSA 47 Quail Lake, WWTF, 4121 N Quail Lake Drive, Clovis, CA 93612	200 kW Kohler Generator	\$ _____	\$ _____	\$ _____
CSA 44D Monte Verde, 2222 N Willow Ave, Clovis, CA 93812	125 kW Cummins Generator	\$ _____	\$ _____	\$ _____

**LEVEL 2**

LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
WWD 41 Shaver Lake	75 kW Generac w/Cat Engine	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	75 kW Generac w/Cat Engine	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____

LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
WWD 41 Shaver Lake	5 kW Onan Generator	\$ _____	\$ _____	\$ _____
CSA 31B Shaver Lake	35 kW Generac w/Cat Engine	\$ _____	\$ _____	\$ _____
CSA 31B Shaver Lake	75 kW Olympian w/Cat Engine	\$ _____	\$ _____	\$ _____
CSA 34A Brighton Crest, WWTF, 24111 Brighton Crest Drive, Friant, CA 93626	75 kW Olympian w/Cat Engine	\$ _____	\$ _____	\$ _____
CSA 34C Bella Vista, Lift Station, Ruscello Lane, Friant CA 93626	20 kW Cummins 60HZ LPV generator	\$ _____	\$ _____	\$ _____
CSA 47 Quail Lake, Water Facility, 4382 N Waterside Drive, Clovis, CA 93612	250 kW Caterpillar Generator	\$ _____	\$ _____	\$ _____
CSA 47 Quail Lake, WWTF, 4121 N Quail Lake Drive, Clovis, CA 93612	200 kW Kohler Generator	\$ _____	\$ _____	\$ _____
CSA 44D Monte Verde, 2222 N Willow Ave, Clovis, CA 93812	125 kW Cummins Generator	\$ _____	\$ _____	\$ _____
American Avenue Disposal Site 18950 W. American Ave. Kerman, CA 93630	Cummins Onan 3500 DFEG Generator	\$ _____	\$ _____	\$ _____

**QUOTATION SCHEDULE "C"**AIR FILTER PRICING

PARTS PRICING FOR BOTH FACILITY SERVICE AND RESOURCES SPECIAL DISTRICTS

RETAIL LESS 15 %

Provide price list, part numbers for Air Filters

Bldg #	Building	Description	Part Number	Cost
140	Elkhorn Correctional	Cummins230kW/500FDR5053FFW 288 KVA	009499	\$ 249.00
150	Squaw Valley Comm. Center	20KW Cummins-Onan Ford Engine LPG Fired	140-3147	\$ 30.00
154	Meadow Lakes	35KW Cummins GGPA GMv8	140-4088	\$ 30.00
300	UMC	1000 KW CAT D349	4P-0151	\$ 600.00
300	UMC	150 KW NT270GS	0140-4088	\$ 100.00
348	Health Dept. Portable	250KW	4011690	\$ 180.00
348	Health Dept. Portable	35KW	0140-408	\$ 30.00
501	Juvenile Hall Annex	150KW Cummins Diesel	0140-4088	\$ 100.00
509	Computer Services Dept	750KW CAT Diesel 3508	40-0140	\$ 587.00
515	Probation	20KW Ford-Onan Natural Gas	FIL-2330	\$ 55.00
603	Hall of Records	200KW Cummins Diesel	140-3117	\$ 160.00
604	Sheriff Admin. Bldg.	125KW Cummins Diesel	140-3117	\$ 160.00
605	So. Annex Jail	50KW Kohler Natural Gas	1-C-70432	\$ 55.00
605	So. Annex Jail	300KW CAT Diesel 3406	142-1340	\$ 242.00
607	Main Jail	1100KW CAT Diesel 3512	1059741	\$ 700.00
608	North Annex Jail	1250 Cummins Diesel	140-9751	\$ 700.00
610	Fresno County Plaza	500KW Cummins Diesel	140-7542	\$ 320.00
611/612	Brix/Mercer Bldg.	155KW CAT Diesel 3306	4L-9852	\$ 160.00
619	Satellite Jail	300W CAT Diesel 3408	8N6309	\$ 245.00
630	Central Kitchen	750KW Cummins Diesel	0140-9457	\$ 525.00
1829	Bear Mountain Radio Site	60KW Onan 60DSFAD	130-4678	\$ 100.00
9975	Joaquin Ridge	60KW CA D604	130-4678	\$ 100.00

Note: Bidder(s) prices above to reflect their after discount price.

Special District	Subdivision Name	Description	Part Number	Cost
WWD 41	Shaver Lake	75 kW Generac w/Cat Engine	130-4678	\$ 60.00
WWD 41	Shaver Lake	75 kW Generac w/Cat Engine	130-4678	\$ 60.00
WWD 41	Shaver Lake	5 kW Onan Generator	041-4722	\$ 30.00
WWD 41	Shaver Lake	5 kW Onan Generator	041-4722	\$ 30.00
WWD 41	Shaver Lake	5 kW Onan Generator	041-4722	\$ 30.00
WWD 41	Shaver Lake	5 kW Onan Generator	041-4722	\$ 30.00
CSA 31B	Shaver Lake	35 kW Generac w/Cat Engine	130-4678	\$ 60.00
CSA 31B	Shaver Lake	75 kW Olympian w/Cat Engine	130-4678	\$ 60.00
CSA 34A	Brighton Crest	75 kW Olympian w/Cat Engine	130-4678	\$ 60.00
CSA 47	Quail Lake	250 kW Caterpillar Generator	8N6309	\$ 160.00
CSA 34C	Bella Vista	20 kW Cummins 60HZ LPV generator	041-0015	\$ 55.00
CSA 44D	Monte Verde	125 kW Caterpillar Generator	4L-9852	\$ 120.00
CSA 47	Quail Lake	250 kW Caterpillar Generator	8N6309	\$ 160.00

Note: Bidder(s) prices above to reflect their after discount price.

#### ADDITIONAL PRICING

MILEAGE RATE: \$ 1.75 mile

Indicate where mileage starts and stops (i.e. portal to portal, Fresno to Jobsite, etc.)

Portal to Portal

#### EXTRA/CORRECTIVE/EMERGENCY SERVICES

Cost for corrective services, during normal hours, described herein shall be:

\$ 120.00 Per Hour

Cost for corrective services, after normal hours, described herein shall be:

\$ 180.00 Per Hour

All labor, materials, taxes, insurance, permits, handling and proper disposal of the hazardous waste coolant to perform Item "11", under Minimum Requirements page of "Requirements, Specifications, Scope of Work for Facility Services" section of this RFQ.

\$ 29478.92 First Year

\$ 29478.92 Third Year

\$ 29478.92 Fifth Year

## SPECIFICATIONS

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. All non-compliant items must be accompanied by a detailed statement explaining why they fail to meet the stated specification or requirement.

### BIDDER TO COMPLETE THE FOLLOWING:

**COMPLY/  
NOT COMPLY**

Response time will begin with the initial phone call from the county.	<u>Comply</u>
A verbal response to a County call for service must be received within fifteen (15) minutes.	<u>Comply</u>
Vendor shall adhere to the Level I onsite response time of one (1) hour or less for emergency call backs.	<u>Comply</u>
Vendor shall adhere to the Level II onsite response time of four (4) hours or less for emergency call backs.	<u>Comply</u>
Vendor shall adhere to the Level III onsite response time of 7:00 a.m., the next business day for emergency call backs.	<u>Comply</u>
Should the vendor be unable to make contact with the appropriate County staff onsite of the requested service location, vendor will make a reasonable effort to contact the County for additional directions.	<u>Comply</u>
Service technicians must be skilled Motor Generator technicians with a minimum of four (4) years of journeyman experience.	<u>Comply</u>
Helper technicians must be under the direct supervision of a journeyman.	<u>Comply</u>
Vendor shall ensure compatibility with any work that is done as an addition, expansion, or remodel to an existing system or system component.	<u>Comply</u>
All service repairs must be made in accordance with generally acceptable industry standards.	<u>Comply</u>
Vendor shall be required to provide yearly schedules of the work within 30 days of contract execution and on or before January 1 of the subsequent years.	<u>Comply</u>
Service technicians will notify, in advance, the Facility Services Manager or his/her designee, when they will be on-site for routine maintenance and/or repairs. Service Technicians will immediately notify the FSM or his/her designee once they arrive on site for routine maintenance and/or repairs.	<u>Comply</u>



## 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 three (3) 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. ☒ *Bidder to Complete* page as provided with this RFQ.
10. ☒ Verification of Department of Industrial Relations Contractor Registration.
11. ☒ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
12. ☒ Specification, descriptions etc. for items offered under bidder(s) quotation.
13. ☒ A description of the design and techniques that the bidder will use to complete the project.
14. ☒ 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. **17-045**

Closing Date: **February 21, 2017**

Closing Time: **2:00 P.M.**

Commodity or Service: **Generator Maintenance and Repair**

**Return Checklist with your RFQ response.**

**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: ONE (1)**  
**RFQ NUMBER: 17-045**  
**GENERATOR MAINTENANCE AND REPAIR**

---

**Issue Date: February 10, 2017**

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

COUNTY OF FRESNO, PURCHASING  
4525 EAST HAMILTON AVENUE, 2<sup>nd</sup> Floor  
FRESNO, CA 93702-4599

**CLOSING DATE OF QUOTATION WILL BE AT 2:00 P.M., ON FEBRUARY 27, 2017.**

QUOTATION WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:01 P.M.

All quotation information will be available for review after contract award.

Questions must be submitted on the Bid Page at Public Purchase or contact **Heather Stevens**, at (559) 600-7110.

**NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 17-045 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN IN BLUE INK AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.**

- **Please see attached questions and answers.**
- **Replace Quotation Schedules A and B with attached "Revised Quotation Schedules A and B".**
- **The close date of this RFQ has been extended to February 27, 2017.**

**ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 17-045**

COMPANY NAME: Global Power Group, Inc.  
(PRINT)

SIGNATURE (In Blue Ink): \_\_\_\_\_

NAME & TITLE: Salvatore Martorano, President  
(PRINT)

Purchasing Use: HS:st

ORG/Requisition: 8935, 9140, 9026 / 1321701086, 1401700061, 9261700124

## QUESTIONS AND ANSWERS

**Q1. Will there be a scheduled job walk on these generators?**

*A1. There will not be a site visit for this RFQ. The locations and specifications are included within the bid.*

**Q2. You are asking for a 2 hour load test per unit bi- annually but have no were to give the pricing on each generator for load bank testing. Please clarify were you would like us to reflect those costs.**

*A2. The attached Revised Quotation Schedules A and B have been updated to include space for those cost.*

**Q3. How do we get access to see the current contract?**

*A3. There is no current contract for this service.*

**Q4. Page 21 states "bidders are to provide a quote for each of the two maintenance schedules listed below. The quote should include all costs excluding materials and parts". Quotation schedule A and schedule B ask for the parts cost. Which is correct?**

*A4. Your response should **INCLUDE** materials and parts.*

**Q5. Schedule A and schedule B ask for a total of the parts and labor. Is it to be understood that the "total" is to include the level 1 and level 2 visits?**

*A5. The "total" column of both Quotation Schedules A and B is for the total of parts/material plus labor.*

## REVISED QUOTATION SCHEDULE "A"

Vendor Name: Global Power Group, Inc.

### GENERATOR SPECIFICATIONS-FACILITY SERVICES

All labor, materials, equipment, permits, fees, taxes, etc. to provide generator maintenance and associated transfer switches in accordance with Specifications and Scope of Work - Facility Services.

BLDG #	LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL	2-HR LOAD TEST*
140	Elkhorn Correctional Facility 500 E. Elkhorn, Road Caruthers, CA. 93609	Cummins 230 kW/500FDR5053FFW 288 KVA SN: HF90048-6/26-1	\$ 603.58	\$ 350.00	\$ 953.58	\$ 440.00
150	Squaw Valley Comm. Center 30691 Kings Canyon Road Squaw Valley, CA. 93675	20KW Cummins-Onan Ford Engine LPG Fired SN: B010212252	\$ 174.92	\$ 289.00	\$ 463.92	\$ 440.00
154	Meadow Lakes 42480 Radio Ln., Meadow Lakes	35KW Cummins GGPA GMv8 SN: C130467545	\$ 174.92	\$ 289.00	\$ 463.92	\$ 440.00
300	UMC- 445 S. Cedar Fresno, CA. 93702	1000KW CAT D349 SN: 61P00598	\$ 2078.52	\$ 470.00	\$ 2548.52	\$ 440.00
300	UMC - 445 S. Cedar Fresno, CA. 93702	1000KW CAT D349 SN: 61P00603	\$ 2078.52	\$ 470.00	\$ 2548.52	\$ 440.00
300	UMC - 445 S. Cedar Fresno, CA. 93702	150KW NT270GS SN: 10490806	\$ 215.95	\$ 288.00	\$ 503.95	\$ 440.00
348	Health Dept. Portable 4590 E. Kings Canyon, Fresno, CA. 93702	250KW SN: C020343957	\$ 334.72	\$ 346.00	\$ 680.72	\$ 440.00
348	Health Dept. Portable 4590 E. Kings Canyon, Fresno, CA. 93702	250KW SN: C020343958	\$ 334.72	\$ 346.00	\$ 680.72	\$ 440.00
348	Health Dept. Portable 4590 E. Kings Canyon, Fresno, CA. 93702	35KW SN: D010232799	\$ 234.31	\$ 289.00	\$ 523.31	\$ 440.00
501	Juvenile Hall Annex 744 S. Tenth Street, Fresno, CA. 93702	150KW Cummins Diesel SN: 393361	\$ 215.95	\$ 288.00	\$ 503.95	\$ 440.00
509	Computer Services Dept. 1020 S. 10 <sup>th</sup> St. Fresno, CA. 93702	750KW CAT Diesel 3508 SN: 23Z03648	\$ 1082.99	\$ 461.00	\$ 1543.99	\$ 440.00
515	Probation 890 S. Tenth St., Fresno, CA. 93702	20KW Ford-Onan Natural Gas	\$ 282.89	\$ 289.00	\$ 571.89	\$ 440.00
603	Hall of Records 2281 Tulare St. Fresno, CA. 93721	200KW Cummins Diesel SN: A000040120	\$ 334.72	\$ 346.00	\$ 680.72	\$ 440.00
604	Sheriff Admin. Bldg. 2200 Fresno St. Fresno, CA. 93721	125KW Cummins Diesel SN: 1040688316	\$ 388.71	\$ 288.00	\$ 676.71	\$ 440.00
605	So. Annex Jail 2204 Fresno St. Fresno, CA. 93721	50KW Kohler Natural Gas SN: EF3310384	\$ 174.92	\$ 259.00	\$ 433.92	\$ 440.00
605	So. Annex Jail 2204 Fresno St., Fresno, CA. 93721	300KW CAT Diesel 3406 SN: 75X01187	\$ 421.10	\$ 404.00	\$ 825.10	\$ 440.00

## REVISED QUOTATION SCHEDULE "A"

Vendor Name: Global Power Group, Inc.

BLDG #	LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL	2-HR LOAD TEST*
607	Mail Jail 1225 M Street Fresno, CA. 93721	1100KW CAT Diesel 3512 SN: 24Z01743	\$ 2078.52	\$ 461.00	\$ 2539.52	\$ 440.00
608	North Annex Jail 1225 M St., Fresno, CA. 93721	1250 Cummins Diesel SN: J010294265	\$ 2078.52	\$ 461.00	\$ 2539.52	\$ 440.00
610	Fresno County Plaza 2200 Tulare St., Fresno, CA. 93721	500KW Cummins Diesel SN: OE3308448	\$ 687.80	\$ 403.00	\$ 1090.80	\$ 440.00
611 612	Brix/Mercer Bldg. 1221 Fulton Mall, Fresno, CA. 93721	155KW CAT Diesel 3306 SN: 66D36835	\$ 388.71	\$ 288.00	\$ 676.71	\$ 440.00
619	Satellite Jail 110 M Street Fresno, CA. 93721	300W CAT Diesel 3408 SN: 67U09481	\$ 685.64	\$ 404.00	\$ 1089.64	\$ 440.00
630	Central Kitchen 200 N. H Street Fresno, CA. 93721	750KW Cummins Diesel SN: E010244526	\$ 1082.99	\$ 461.00	\$ 1543.99	\$ 440.00
1829	Bear Mountain Radio Site; GPS 37-18- 51.2 N 119-41-10.9 W	60KW Onan 60DSFAD SN: D080169022	\$ 282.89	\$ 289.00	\$ 571.89	\$ 440.00
9975	Joaquin Ridge GPS 36- 18-16.8 N 120-24-11.5 W	60KW CA D604 SN:E4M04794	\$ 282.89	\$ 289.00	\$ 571.89	\$ 440.00
649	ISD – Pontiac 333 W. Pontiac Way Clovis, CA. 93612	*650KW Cummins Diesel	\$ 882.16	\$ 403.00	\$ 1285.16	\$ 440.00

\*2-HR Load test to be performed in years one (1) and three (3).

### FIRE PUMPS

BLDG #	LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL
100	Elkhorn Correctional Facility 500 E. Elkhorn Road Caruthers, CA. 93609	Cummins Fire Pump SN: 45427318	\$ 205.15	\$ 404.00	\$ 609.15
710	JJC Water Treatment 3333 E. American Avenue Fresno, CA. 93725	Clark Fire Pump; 183HP, JU6HUF50 SN: PF6068T322465	\$ 205.15	\$ 404.00	\$ 609.15
712	JJC Chiller Room 3333 E. American Avenue Fresno, CA. 93725	Cummins Fire Pump; 6BTA5.9-F2 130HP SN: 45427318	\$ 205.15	\$ 404.00	\$ 609.15

## REVISED QUOTATION SCHEDULE "B"

Vendor Name: Global Power Group, Inc.

### GENERATOR SPECIFICATIONS - RESOURCES-SPECIAL DISTRICTS/AMERICAN AVENUE DISPOSAL

All labor, materials, equipment, permits, fees, taxes, etc. to provide generator maintenance and associated transfer switches in accordance with Specifications and Scope of Work – Resources Special Districts

#### LEVEL 1

LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL	2-HR LOAD TEST*
WWD 41 Shaver Lake	75 kW Generac w/Cat Engine	\$ 16.20	\$ 388.00	\$ 404.20	\$ 440.00
WWD 41 Shaver Lake	75 kW Generac w/Cat Engine	\$ 16.20	\$ 388.00	\$ 404.20	\$ 440.00
WWD 41 Shaver Lake	5 kW Onan Generator	\$ 16.20	\$ 288.00	\$ 304.20	\$ 440.00
WWD 41 Shaver Lake	5 kW Onan Generator	\$ 16.20	\$ 288.00	\$ 304.20	\$ 440.00
WWD 41 Shaver Lake	5 kW Onan Generator	\$ 16.20	\$ 288.00	\$ 304.20	\$ 440.00
WWD 41 Shaver Lake	5 kW Onan Generator	\$ 16.20	\$ 288.00	\$ 304.20	\$ 440.00
CSA 31B Shaver Lake	35 kW Generac w/Cat Engine	\$ 16.20	\$ 288.00	\$ 304.20	\$ 440.00
CSA 31B Shaver Lake	75 kW Olympian w/Cat Engine	\$ 16.20	\$ 388.00	\$ 404.20	\$ 440.00
CSA 34A Brighton Crest, WWTF, 24111 Brighton Crest Drive, Friant, CA 93626	75 kW Olympian w/Cat Engine	\$ 16.20	\$ 388.00	\$ 404.20	\$ 440.00
CSA 34C Bella Vista, Lift Station, Ruscello Lane, Friant CA 93626	20 kW Cummins 60HZ LPV generator	\$ 16.20	\$ 288.00	\$ 304.20	\$ 440.00
CSA 47 Quail Lake, Water Facility, 4382 N Waterside Drive, Clovis, CA 93612	250 kW Caterpillar Generator	\$ 16.20	\$ 388.00	\$ 404.20	\$ 440.00
CSA 47 Quail Lake, WWTF, 4121 N Quail Lake Drive, Clovis, CA 93612	200 kW Kohler Generator	\$ 16.20	\$ 388.00	\$ 404.20	\$ 440.00
CSA 44D Monte Verde, 2222 N Willow Ave, Clovis, CA 93812	125 kW Cummins Generator	\$ 16.20	\$ 388.00	\$ 404.20	\$ 440.00

\*Special Districts / American Avenue 2 hour load test will be on an as-needed basis.



## REVISED QUOTATION SCHEDULE "B"

Vendor Name: Global Power Group, Inc.

### LEVEL 2

LOCATION	UNIT DESCRIPTION	PARTS	LABOR	TOTAL	2-HR LOAD TEST*
WWD 41 Shaver Lake	75 kW Generac w/Cat Engine	\$ 174.92	\$ 388.00	\$ 562.92	\$ 440.00
WWD 41 Shaver Lake	75 kW Generac w/Cat Engine	\$ 174.92	\$ 388.00	\$ 562.92	\$ 440.00
WWD 41 Shaver Lake	5 kW Onan Generator	\$ 174.92	\$ 288.00	\$ 462.92	\$ 440.00
WWD 41 Shaver Lake	5 kW Onan Generator	\$ 174.92	\$ 288.00	\$ 462.92	\$ 440.00
WWD 41 Shaver Lake	5 kW Onan Generator	\$ 174.92	\$ 288.00	\$ 462.92	\$ 440.00
WWD 41 Shaver Lake	5 kW Onan Generator	\$ 174.92	\$ 288.00	\$ 462.92	\$ 440.00
CSA 31B Shaver Lake	35 kW Generac w/Cat Engine	\$ 174.92	\$ 288.00	\$ 462.92	\$ 440.00
CSA 31B Shaver Lake	75 kW Olympian w/Cat Engine	\$ 174.92	\$ 388.00	\$ 562.92	\$ 440.00
CSA 34A Brighton Crest, WWTF, 24111 Brighton Crest Drive, Friant, CA 93626	75 kW Olympian w/Cat Engine	\$ 174.92	\$ 388.00	\$ 562.92	\$ 440.00
CSA 34C Bella Vista, Lift Station, Ruscello Lane, Friant CA 93626	20 kW Cummins 60HZ LPV generator	\$ 174.92	\$ 288.00	\$ 462.92	\$ 440.00
CSA 47 Quail Lake, Water Facility, 4382 N Waterside Drive, Clovis, CA 93612	250 kW Caterpillar Generator	\$ 334.72	\$ 388.00	\$ 722.72	\$ 440.00
CSA 47 Quail Lake, WWTF, 4121 N Quail Lake Drive, Clovis, CA 93612	200 kW Kohler Generator	\$ 334.72	\$ 388.00	\$ 722.72	\$ 440.00
CSA 44D Monte Verde, 2222 N Willow Ave, Clovis, CA 93812	125 kW Cummins Generator	\$ 215.95	\$ 388.00	\$ 603.95	\$ 440.00
American Avenue Disposal Site 18950 W. American Ave. Kerman, CA 93630	Cummins Onan 3500 DFEG Generator	\$ 421.10	\$ 403.00	\$ 824.10	\$ 468.00

\*Special Districts / American Avenue 2 hour load test will be on an as-needed basis.



**Subject: Hostage Situations**

**Policy Number: 326.0**

**Page: 1 of 2**

**Date Originated: April 1, 2004**

**Date Revised: February 1, 2008**

**Authority: Title 15; Section 1327;  
California Code of Regulations**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

## **I. HOSTAGE SITUATION PROCEDURES**

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
  1. Summon assistance from other officers as required.
  2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
  3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
  4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
  5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:



1. The number and identity of both the hostages and hostage takers;
  2. Any known weapons possessed by the hostage takers;
  3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

## **II. PARENTAL AND MEDIA INFORMATION**

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

## **III. SECURITY AND OPERATIONAL REVIEW**

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

Attachment D

**SELF-DEALING TRANSACTION DISCLOSURE FORM**

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its board members has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

a. The name of the agency/company with which the corporation has the transaction; and

b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

(5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	