

MASTER AGREEMENT

THIS MASTER AGREEMENT ("Agreement") is made and entered into this 5th day of June, 2018 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and each contractor (each a "CONTRACTOR" and collectively the "CONTRACTORS") listed in Exhibit A to this Agreement, which is attached and incorporated by reference, and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY.

WITNESSETH

WHEREAS, on March 15, 2018, COUNTY issued Request for Statement of Qualifications, and Addendum Number One (1), a copy of which is on file with Purchasing at 4525 East Hamilton Avenue, 2nd Floor, Fresno, Ca 93702 (collectively, "RFSQ"), for HVAC Parts, Service, and Repairs; and

WHEREAS, each CONTRACTOR submitted a response to the RFSQ; and

WHEREAS, the COUNTY has evaluated each CONTRACTOR's response to the RFSQ and has determined that each CONTRACTOR is qualified and capable of performing the work specified in the RFSQ; and

WHEREAS, COUNTY desires to enter into an agreement with each CONTRACTOR listed in Exhibit A in order to expeditiously provide for the COUNTY's needs for HVAC parts, service, and repair services.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties agree as follows:

SECTION 1. -- SERVICES

- A. COUNTY's RFSQ and each CONTRACTOR's Response, both of which are attached as Exhibits B and C, respectively, are incorporated by reference and are made a part of this Agreement. Each CONTRACTOR will be identified as C-1, C-2, C-3, and so on; each subpart lettering will identify each CONTRACTOR's Response to the RFSQ.

1 B. Each CONTRACTOR shall comply with all applicable Federal, State, County, and
2 City regulations regarding wages, hours, and working conditions.

3 C. COUNTY shall provide one (1) county representative ("County Representative") to
4 represent the COUNTY, as set forth below, who will work with each
5 CONTRACTOR to carry out CONTRACTOR's obligations under this Agreement.
6 The County Representative will be the COUNTY's Facilities Division manager or
7 his or her designee. The contact person for each CONTRACTOR is listed in Exhibit
8 A, which is attached and incorporated by reference.

9 D. CONTRACTOR shall respond to emergency service calls during and after business
10 hours. CONTRACTOR shall acknowledge within 30 minutes if the request can be
11 fulfilled, or the request will be sent to another CONTRACTOR. CONTRACTOR
12 shall inform COUNTY of any expected arrival delays. The COUNTY reserves the
13 right to send the request to another CONTRACTOR if the response level is not met.
14 The response levels are as follows:

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

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

17 LEVEL III – Requires onsite response at 7:00 AM, the next normal working
18 day.

19 Determination of call response level is at the discretion of the County
20 Representative or his/her authorized representative(s). Failure to furnish
21 emergency response services within the above-specified required response time
22 may result in one or more of the following consequences: withholding of payment,
23 hiring another CONTRACTOR to complete the work at CONTRACTOR's expense
24 or termination of this Agreement as to the breaching Contractor only.

25 E. SECURITY – Failure to fully comply with the security requirements will be
26 considered a breach of contract and shall result in termination of any this
27 Agreement for default as to the breaching Contractor only.

28 1. CONTRACTOR acknowledges that the Juvenile Justice Campus (JJC) and

1 the Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities are
2 "no-hostage facilities". CONTRACTOR(S) shall ensure that its employees
3 and any sub-contractors working in the JJC, and associated facilities, agree
4 to abide by COUNTY'S rules for a no-hostage facility as set forth in Exhibit E
5 and F, attached and incorporated by this reference. COUNTY may change
6 these policies and procedures at any time, without any prior notice to
7 CONTRACTOR. CONTRACTOR shall plan and execute all work in such a
8 manner as to prevent a security breach of the JJC and FSCO detention
9 facilities or any other COUNTY secured facility.

10 2. CONTRACTOR shall comply with all Prison Rape Elimination Act (PREA)
11 standards for juvenile correctional facilities. Trainings will be provided by
12 Probation, as necessary, at no charge to CONTRACTOR. CONTRACTOR
13 shall comply with all Probation Department Policies and Procedures. In the
14 event of a dispute involving COUNTY staff and a CONTRACTOR employee
15 or subcontractor, the on-duty Facility Administrator will have the final
16 decision. Information on the Prison Rape Elimination Act can be found at:
17 <http://www.prearesourcecenter.org/>.

18 3. Background Investigations

- 19 i. Prior to the beginning of any services, one (1) background check must
20 be completed for every member of CONTRACTOR'S personnel
21 providing services under the Agreement. The background check will
22 be required before access is given to any COUNTY facility/property.
23 Clearance must be acquired and maintained by all contracted
24 employees. Clearance will only be granted after a successful
25 background check, completed by the County of Fresno Sheriff's
26 Department. Background checks provided by any agency other than
27 the County of Fresno Sheriff's Department will not be accepted.
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- 1 ii. The current cost of a background check is \$52 per person. Cost can
2 fluctuate and is a responsibility of CONTRACTOR. This cost will be
3 incurred by each CONTRACTOR. Each CONTRACTOR will be
4 notified of the background check results for their personnel. All
5 CONTRACTOR personnel who pass their background check and are
6 accepted will report to County of Fresno Security to have their photo
7 taken and ID badge issued.
- 8 iii. Individuals who are cleared through this process are entered into the
9 Department of Justice database. Their records are flagged and the
10 County of Fresno Sheriff's Department will be notified if the person is
11 arrested in the future.

12 4. Identification (ID) Badges -- All employees and subcontractors of each
13 CONTRACTOR will be issued a badge that must be worn and be visible at
14 all times during performance of work in any COUNTY building to identify the
15 wearer as an individual who is authorized to enter COUNTY facilities.

- 16 i. CONTRACTOR shall pay \$11.99 per individual ID badge by submitting
17 one check covering the cost for all of CONTRACTOR'S employees
18 and subcontractors made payable to: County of Fresno, Security.
- 19 ii. Costs for ID badges are established by the County Auditor and
20 fluctuate annually, therefore the cost of obtaining a new ID badge for
21 a Bidder's new employee may not remain the same throughout the
22 Agreement term.
- 23 iii. COUNTY issued ID badges are for the exclusive use of the individual
24 named and pictured on the badge. The wearer will not escort or bring
25 any other individuals into any COUNTY facilities.
- 26 iv. All ID badges will remain the property of COUNTY and are returnable
27 upon demand or upon the expiration of the contract. CONTRACTOR
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1 will be responsible for collecting all ID badges issued and turning
2 them in to the County Security Office when a contract ends or when
3 an employee leaves employment. CONTRACTOR assumes all
4 responsibility for their employee's use of and the return of the County
5 ID badges.

6 F. NO RELATIONSHIP TO OTHER CONTRACTORS – Under this Agreement, each
7 CONTRACTOR only has rights and obligations with respect to the COUNTY. This
8 Agreement creates no rights or obligations between any CONTRACTORS. No
9 CONTRACTOR has any right to receive performance under this Agreement from,
10 or to enforce any part of this Agreement against, any other CONTRACTOR.

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

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

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

22 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

23 It shall be mandatory upon the CONTRACTOR and upon any subcontractor
24 to pay not less than the prevailing wage rates, including overtime and holiday rates,
25 to all workers, laborers, or mechanics employed on this public work project,
26 including those workers employed as apprentices. Further, CONTRACTOR and
27 each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6
28

1 concerning the employment of apprentices. A copy of the above-mentioned
2 prevailing wage rates shall be posted by the CONTRACTOR at the job site where it
3 will be available to any interested party.

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

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

26
27 **SECTION 2. -- TERM**

28 The term of this Agreement shall be for a period of three (3) years, commencing on

1 June 5, 2018, through and including June 4, 2021 ("Term"). This Agreement may be
2 extended for two (2) additional consecutive twelve (12) month periods upon written
3 approval of both COUNTY and CONTRACTOR, no later than thirty (30) days prior to the
4 first day of the next twelve (12) month extension period. COUNTY's Director of Internal
5 Services/Chief Information Officer or his or her designee, is authorized to execute such
6 written approval on behalf of COUNTY based on CONTRACTOR's satisfactory
7 performance.

8 **SECTION 3. -- COMPENSATION**

9 COUNTY shall only provide compensation and payment to each CONTRACTOR for work
10 authorized by the County Representative. COUNTY agrees to pay each CONTRACTOR
11 and each CONTRACTOR agrees to receive compensation in accordance with the rates
12 provided in Exhibit C by each CONTRACTOR. In no event shall the total compensation
13 paid to CONTRACTOR(S) for the entire potential five-year term of this Agreement exceed
14 the sum of \$3,500,000.

15 **SECTION 4. -- INVOICING**

16 Each CONTRACTOR shall submit invoices in accordance with the rates and charges
17 agreed upon for the services provided to the COUNTY by that CONTRACTOR during the
18 previous monthly billing period on the first day of the month. Each invoice shall reference
19 this Agreement number, the date and name of the facility where the services were
20 performed, and a clear itemization of services performed, and shall be mailed to The
21 County of Fresno, ISD, ATTN: Business Office (A/P Division), 333 W. Pontiac Way, Clovis,
22 CA 93612. COUNTY shall make payment to CONTRACTOR(S) no later than forty-five
23 (45) days after receipt and approval of each invoice, which shall be given upon verification
24 of satisfactory performance.

25 **SECTION 5. -- INDEPENDENT CONTRACTORS**

26 In performance of the work, duties, and obligations assumed by each
27 CONTRACTOR under this Agreement, it is mutually understood and agreed that each
28

1 CONTRACTOR, including any and all of CONTRACTOR(S) officers, agents,
2 subcontractors, and employees shall at all times be acting and performing as
3 independent contractors, and shall act in an independent capacity and not as an officer,
4 agent, servant, employee, joint venturer, partner, or associate of the COUNTY.

5 Furthermore, COUNTY shall have no right to control or supervise or direct the
6 manner or method by which CONTRACTORS shall perform their work and function.
7 However, CONTRACTOR'S methods must be compatible with COUNTY's standards
8 and must result in satisfactory and timely completion of the work assigned, and the
9 quality and quantity of work produced must be acceptable to the COUNTY. COUNTY
10 retains the right to verify that each CONTRACTOR is performing their obligations in
11 accordance with this Agreement's terms and conditions. CONTRACTOR(S) and
12 COUNTY shall comply with all applicable provisions of law and the rules and
13 regulations, if any, of governmental authorities having jurisdiction over matters covered
14 by this Agreement.

15 Because of their status as independent contractors, CONTRACTOR(S) shall
16 have absolutely no right to employment rights and benefits available to COUNTY
17 employees. CONTRACTOR(S) shall be solely liable and responsible for providing to, or
18 on behalf of, their employees all legally required employee benefits. In addition,
19 CONTRACTOR(S) shall be solely responsible and shall hold the COUNTY harmless
20 from all matters relating to payment of CONTRACTORS' employees, including
21 compliance with Social Security withholding, and all other regulations governing such
22 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR(S)
23 may be providing services to others unrelated to the COUNTY or to this Agreement.

24 **SECTION 6. -- TERMINATION OF AGREEMENT**

25 This Agreement may be terminated for the following reasons:

- 26 A. Non-Allocation of Funds - The terms of this Agreement and any extensions, and
27 the services to be provided, are contingent on the approval of funds by the
28 appropriating government agency. If sufficient funds are not allocated, the

1 services provided may be modified, or this Agreement terminated at any time by
2 giving all or some CONTRACTORS thirty (30) days advance written notice.

3 B. Breach of Contract - COUNTY may immediately suspend or terminate this
4 Agreement in whole or in part, where in the determination of the COUNTY there
5 is:

- 6 1. An illegal or improper use of funds;
- 7 2. A failure to comply with any term of this Agreement
- 8 3. A substantially incorrect or incomplete report submitted to the
9 COUNTY; or
- 10 4. Improperly performed services.

11 In no event shall any payment by the COUNTY constitute a waiver by the
12 COUNTY of any breach of this Agreement or any default which may then exist on
13 the part of the CONTRACTORS. Such payment shall not impair or prejudice any
14 remedy to the COUNTY with respect to the breach or default. COUNTY shall
15 have the right to demand of the CONTRACTOR(S) the repayment to the
16 COUNTY of any funds disbursed to the CONTRACTOR(S) under this
17 Agreement, which in the judgment of the COUNTY were not expended in
18 accordance with the terms of this Agreement. CONTRACTOR(S) shall promptly
19 refund any such funds upon demand.

20 C. Without Cause - Under circumstances other than those set forth above, this
21 Agreement may be terminated by either party by giving thirty (30) days advance
22 written notice of an intention to terminate to CONTRACTOR. In the event of such
23 termination, CONTRACTOR shall be paid for satisfactory services or supplies
24 provided up until the date of termination.

25 D. Termination of One or More Contractors - In the event that COUNTY terminates
26 this Agreement as to one or more CONTRACTORS, this Agreement shall stay in
27 full force and effect as to the remaining CONTRACTORS. Termination of one or
28

1 more CONTRACTOR from this Agreement shall not terminate the Agreement as
2 to the remaining CONTRACTORS.

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4 **SECTION 7. -- HOLD HARMLESS AND INDEMNIFICATION**

5 CONTRACTOR(S) agree to indemnify, save, hold harmless, and at COUNTY's
6 request defend the COUNTY, its officers, agents and employees, from any and all costs
7 and expenses (including attorney's fees and costs), claims, suits, liabilities, losses and
8 damages occurring or resulting to COUNTY in connection with the performance, or
9 failure to perform, by CONTRACTOR(S), their officers, agents or employees under this
10 Agreement, and from any and all costs and expenses (including attorney's fees and
11 costs), damages, liabilities, claims and losses occurring or resulting to any person, firm
12 or corporation who may be injured or damaged by the performance, or failure to
13 perform, of CONTRACTOR(S), their officers, agents, subcontractors, assigns, or
14 employees under this Agreement. The provisions of this paragraph shall survive the
15 termination of this Agreement.

16 **SECTION 8. -- INSURANCE**

17 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR
18 or any third parties, each CONTRACTOR, at its sole expense, shall maintain in full force
19 and effect, the following insurance policies throughout the term of this Agreement:

20 A. Commercial General Liability

21 Commercial General Liability Insurance with limits of not less than One Million
22 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
23 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may
24 require specific coverages including completed operations, products liability, contractual
25 liability, Explosion-Collapse-Underground, fire legal liability or any other liability
26 insurance deemed necessary because of the nature of this contract.

27 B. Automobile Liability

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

7 C. Professional Liability

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

12 D. Worker's Compensation

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

23 Within thirty (30) days from the date CONTRACTOR signs and executes this
24 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as
25 stated above for all of the foregoing policies, as required herein to: County of Fresno,
26 Robert Bash, Director of Internal Services/Chief Information Officer, 333 W. Pontiac
27 Way, Clovis, CA 93612, stating that such insurance coverages have been obtained and
28 are in full force; that the County of Fresno, its officers, agents and employees will not be

1 responsible for any premiums on the policies; that such Commercial General Liability
2 insurance names the County of Fresno, its officers, agents and employees, individually
3 and collectively, as additional insured, but only insofar as the operations under this
4 Agreement are concerned; that such coverage for additional insured shall apply as
5 primary insurance and any other insurance, or self-insurance, maintained by COUNTY,
6 its officers, agents and employees, shall be excess only and not contributing with
7 insurance provided under CONTRACTOR's policies; and that this insurance shall not be
8 cancelled or changed without a minimum of thirty (30) days advance, written notice
9 given to COUNTY. If CONTRACTOR fails to keep in effect at all times all required
10 insurance coverages, COUNTY may, in addition to other remedies it may have,
11 suspend or terminate this Agreement.

12 All policies shall be issued by admitted insurers licensed to do business in the
13 State of California, and such insurance shall be purchased from companies possessing
14 a current A.M. Best, Inc. rating of A FSC VII or better.

15 **SECTION 9. -- MODIFICATION**

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

18 **SECTION 10. -- NON - ASSIGNMENT**

19 CONTRACTOR(S) shall not assign, transfer or sub-contract this Agreement or
20 any of its respective rights or duties hereunder, without the prior written consent of the
21 COUNTY.

22 **SECTION 11. -- AUDITS AND INSPECTIONS**

23 CONTRACTOR(S) shall at any time during business hours, and as often as the
24 COUNTY may deem necessary, make available to the COUNTY for examination all of
25 its records and data with respect to the matters covered by this Agreement.

26 CONTRACTOR(S) shall, upon request by the COUNTY, permit the COUNTY to audit
27 and inspect all of such records and data necessary to ensure CONTRACTORS'
28 compliance with the terms of this Agreement. If this Agreement exceeds ten thousand

1 dollars (\$10,000.00), CONTRACTOR(S) shall be subject to the examination and audit of
2 the California State Auditor for a period of three (3) years after final payment under
3 contract (Government Code Section 8546.7).

4 **SECTION 12. -- NOTICES**

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

7 **COUNTY OF FRESNO**

7 **CONTRACTORS**

8 County of Fresno-ISD
9 Director of Internal Services/
10 Chief Information Officer
11 333 W. Pontiac Way, Clovis, CA 93612
12 Isdap-ar@FresnoCountyCA.gov

8 As indicated on
9 EXHIBIT A

12 Any and all notices between the COUNTY and the CONTRACTORS provided for
13 or permitted under this Agreement or by law shall be in writing and shall be deemed duly
14 served when personally delivered to all of the parties, or in lieu of such personal service,
15 when deposited in the United States Mail, postage prepaid, addressed to such party, or
16 by electronic mail sent to CONTRACTOR at CONTRACTOR's email address identified by
17 the email address on Attachment B, or if to COUNTY, at COUNTY's email address noted
18 above.

19 **SECTION 13. ADDITION AND DELETION OF CONTRACTORS**

20 The Director of Internal Services/Chief Information Officer (CIO), reserves the right
21 at any time during the term of this Agreement to add new CONTRACTORS to those
22 listed in Exhibit A. It is understood any such additions will not affect compensation paid
23 to any other CONTRACTOR, and therefore such additions may be made by COUNTY
24 without notice to or approval of the CONTRACTOR's under this Agreement. Any such
25 contractors added must qualify according to the terms of RFQ No. 18-035.
26 CONTRACTORS also agree that inclusion on Exhibit A does not constitute a guarantee
27 or promise that any CONTRACTOR shall provide any certain amount of work or
28 services to COUNTY under this Agreement. Each CONTRACTOR understands that any

1 such additions will not affect their compensation. These same provisions apply to the
2 termination of any CONTRACTOR listed in Exhibit A.

3 By executing a signature page, each CONTRACTOR becomes a signatory to this
4 Agreement, and agrees that it is party to this Agreement with the COUNTY and is
5 bound by its terms.

6 **SECTION 14. -- LEGAL AUTHORITY**

7 Each individual executing this Agreement on behalf of a CONTRACTOR hereby
8 covenants, warrants, and represents: (i) that he or she is duly authorized to execute or
9 attest and deliver this Agreement on behalf of such entity, e.g. (without limitation),
10 corporation, limited liability company, limited partnership, partnership or sole
11 proprietorship, in accordance with all applicable formalities and under California law; (ii)
12 that this Agreement is binding on such entity; and (iii) that CONTRACTOR (as
13 applicable) is a duly organized and legally existing corporation, limited liability company,
14 limited partnership, partnership or sole proprietorship in good standing in the State of
15 California.

16 **SECTION 15. -- GOVERNING LAW**

17 Venue for any action arising out of or relating to this Agreement shall only be in
18 Fresno County, California. The rights and obligations of the parties and all
19 interpretation and performance of this Agreement shall be governed in all respects by
20 the laws of the State of California.

21 **SECTION 16. -- DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

25 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
26 transactions that they are a party to while CONTRACTOR is providing goods or
27 performing services under this agreement. A self-dealing transaction shall mean a
28 transaction to which the CONTRACTOR is a party and in which one or more of its

1 directors has a material financial interest. Members of CONTRACTOR'S Board of
2 Directors shall disclose any self-dealing transactions that they are a party to by
3 completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit D) and
4 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
5 immediately thereafter.

6 **SECTION 17. -- ENTIRE AGREEMENT**

7 This Agreement constitutes the entire agreement between CONTRACTOR and
8 COUNTY with respect to the subject matter hereof and supersedes all previous
9 Agreement negotiations, proposals, commitments, writings, advertisements,
10 publications, and understandings of any nature whatsoever unless expressly included in
11 this Agreement.

12 In the event of any inconsistency in interpreting the documents which constitute this
13 Agreement, the inconsistency shall be resolved by giving precedence in the following
14 order of priority: (1) the text of this Agreement, excluding all Exhibits other than Exhibit
15 A and D; (2) The COUNTY's RFSQ, Exhibit B; and (3) each respective
16 CONTRACTOR's response to the RFSQ, Exhibit series C.

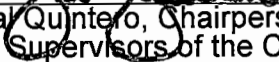
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
2 Effective Date.

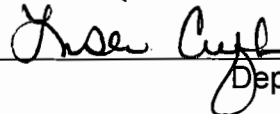
3
4 **CONTRACTOR**

COUNTY OF FRESNO

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7 **See Additional Signature Pages**
8 **Attached**


Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

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10
11
12 **ATTEST:**
13 Bernice E. Seidel
14 Clerk of the Board of Supervisors
15 County of Fresno, State of California

16
17
18 By: 
19 Deputy

20 FOR ACCOUNTING USE ONLY:

21 FUND: 1045

22 SUBCLASS: 10000

23 ORG No.: 8935

24 Account No.: 7205

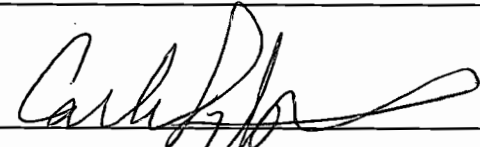
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1 By executing this signature page, CONTRACTOR becomes a signatory to the
2 Master Agreement, dated June 5, 2018 and agrees that it is a party to the Agreement
3 with the COUNTY and is bound by its terms.

4 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
5 Effective Date.

6
7 **CONTRACTOR**

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10 
11 _____
12 Jeff Marrs, President

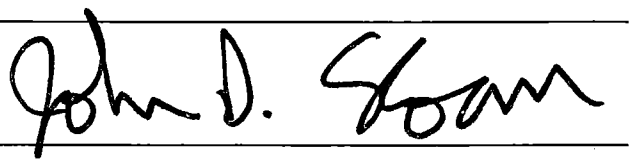
13 _____
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15 _____
16 Carlton Seyforth, Secretary

17 _____
18 ACCO Engineered Systems, Inc.
19 6265 San Fernando Rd.
20 Glendale, CA 91201
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7 **CONTRACTOR**

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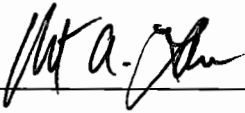
11 John D. Sloan, President & Treasurer

12
13 New England Sheet Metal and Mechanical
14 Co.
15 P.O. Box 4287
16 Fresno, CA 93744
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7 **CONTRACTOR**

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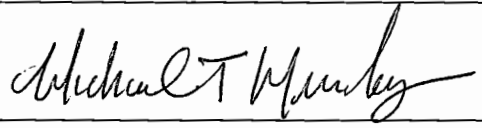
11 Robert Lake, President, Secretary &
12 Treasurer

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14 Mesa Energy Systems, Inc.
15 dba EMCOR Services
16 2 Cromwell
17 Irvine, CA 92618
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1 By executing this signature page, CONTRACTOR becomes a signatory to the
2 Master Agreement, dated June 6, 2018 and agrees that it is a party to the Agreement
3 with the COUNTY and is bound by its terms.

4 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
5 Effective Date.

6
7 **CONTRACTOR**

8
9 

10
11 Micheal T. Murphy, President, Secretary &
12 Treasurer

13
14 RAMCO Services, Inc.
15 1175 Shaw Ave. #104-304
16 Clovis, CA 93612

1 By executing this signature page, CONTRACTOR becomes a signatory to the
2 Master Agreement, dated June 5, 2018 and agrees that it is a party to the Agreement
3 with the COUNTY and is bound by its terms.

4 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
5 Effective Date.

6
7 **CONTRACTOR**

8 Trane U.S. Inc.

9
10 
11 Scott Smillie, Assistant Secretary

12
13
14 Trane, U.S. Inc.

15 3253 Imperial Hwy

16 Brea, CA 92821
17
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Exhibit A

LIST OF CONTRACTORS

CONTRACTOR NAME	ADDRESS	CONTACT INFORMATION
1. ACCO Engineered Systems, Inc.	4980 E. University Ave. #103 Fresno, CA 93727	Contact: Stephen Alwan Title: Account Manager Office: (916) 520-2156 Cell: (916) 628-0058 Emergency (Main Dispatch 24/7) Phone: 1-800-598-2226 E-mail: salwan@accoservice.com
2. Mesa Energy systems, Inc., dba EMCOR Services	4668 N. Sonora Avenue, #102 Fresno, CA 93722	Contact: Adam Rosh Title: Account Manager Office: (559) 277-7900 x 2217 Cell: (559) 793-8800 Emergency (Main Dispatch 24/7) Phone: (1-800-300-7700) Email: adam_rosh@emcorgroup.com
3. New England Sheet Metal And Mechanical Co.	2731 S. Cherry Ave. Fresno, CA 93706	Contact: Raquel White Title: Dispatcher Office: (559) 268-7375 x 127 (or Option #2) Cell: (559) 978-2837 Emergency (Main Dispatch 24/7) Phone: (559) 268-7375 x 127 (or Option #2) Email:
4. RAMCO Services, Inc.	1228 Tollhouse Rd. Clovis, CA 93619	Contact: Michael T. Murphy Title: President Office: (559) 299-9227 Cell: (559) 352-8125 Email: mike@ramcoinc.net
5. Trane U.S. Inc.	3026 N. Business Park Avenue #104 Fresno, CA 93727	Contact: Chan Kim Title: Account Manager Office: (559) 650-1252 Cell: (559) 647-2970 Emergency (Main Dispatch 24/7) Phone: Email: Chan.Kim@trane.com

Exhibit B



REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. 18-035

COUNTY OF FRESNO

HVAC PARTS, SERVICE AND
REPAIRS

Issuance Date: March 15, 2018

Closing Date: April 6, 2018 at 2:00 PM

Submittals: Submit RFSQ response electronically on the Bid Page at Public Purchase.

Clarifications: All questions and clarifications must be submitted on the Bid Page at Public Purchase before **10:00 AM on March 23, 2018.**

In the event that it becomes necessary to revise any part of this RFSQ, addenda will be posted to Public Purchase and all agencies and organizations that received the basic RFSQ will be notified.

Cost Limit for Agreement(s): **\$2,500,000.00**

Organization

Individual/Contact Person

Title

Street Address/P.O. Box

City

State

Zip Code

Telephone

Fax Number

E-Mail Address

Purchasing Use: BH:st

ORG/Requisition: 8935 / 1321801109

Exhibit B

RFSQ No. 18-035

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Attachment:

- A. ***Board of Supervisors' Master Agreement or ***Procurement Master Agreement

Exhibit B

RFSQ No. 18-035

I. INTRODUCTION AND OVERVIEW

The County of Fresno on behalf of the Internal Services Department, Facility Services Division is primarily seeking qualified Contractors to provide HVAC Parts, Service, and Repairs on an “as-needed” basis at various locations in Fresno County, and may include, but is not limited to, fabricating, installing, cleaning, maintaining, servicing, recharging, and inspecting warm-air heating systems, water-heating pumps, ventilating systems, chillers, cooling towers, and air-conditioning systems, and all other work and equipment associated with these systems. Vendors must possess the correct contractor’s license for the type of work they perform.

The requested services will be performed on an “as-needed” basis. Contractors who can demonstrate experience, expertise and quality of work may be awarded a master agreement for a term of up to 3-years with two optional 1-year extensions. HVAC parts and equipment will be purchased on an “as-needed” basis. The County spends approximately \$500,000 annually on parts and services.

It is the intent of the County to engage several contractors under one master agreement to provide the professional services described herein.

Contractors and all sub-contractors who perform work must comply with all DIR requirements.

The County reserves the right, at its sole discretion, to terminate this RFSQ process or negotiations with a selected Contractor and either perform the work with its staff or begin a new RFSQ process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFSQ, or to the selected Contractor(s) prior to Board of Supervisors’ approval of a Contractor services agreement.

II. SCOPE OF WORK

A. General – Contractor shall provide parts, services, and repairs on an “as-needed” basis to HVAC and related systems at various County locations. The County operates HVAC equipment from manufacturers that include but are not limited to Carrier, Goodman, Lennox, Mcquay, Rheem, Ruud, Trane, and York.

Parts – The Contractor shall provide parts and materials on an “as-needed” basis. Parts may be ordered for delivery to County facilities or picked-up in store by County staff. The County may from time to time, request to see the list/catalog pricing to verify charges, and the Contractor shall comply.

Service – The Contractor shall perform services and repairs on an “as-needed” basis to HVAC and related systems at various locations in Fresno County, and may include, but is not limited to, fabricating, installing, cleaning, maintaining, servicing, recharging, and inspecting warm-air heating systems, water-heating pumps, ventilating systems, chillers, cooling towers, and air-conditioning systems, and all other work and equipment associated with these systems.

B. Qualifications

The Contractor shall possess the necessary contractor’s license required for the type of work requested (C-20 for HVAC related work, C-36 for Plumbing, etc.), and be capable of providing the services requested, in compliance with rules and regulations of all applicable codes. All Contractors and sub-contractors are expected to possess the appropriate license for the project in accordance with current regulations and statues. All technicians who perform work must possess a minimum of journeyman level experience. All apprentices or helpers must be supervised.

All personnel performing work on HVAC equipment and related systems shall be appropriately certified to work on that particular equipment.

Exhibit B

RFSQ No. 18-035

The Contractor must have an established local presence within the County of Fresno or can demonstrate they can meet all the required response times in accordance with **Section II. Scope of Work, E. Response** within this Request for Statement of Qualifications.

C. Materials and Workmanship

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.

D. Scheduling of Work

A regular County workweek shall be Monday through Friday 8:00 am to 5:00 pm.

All work must be approved by the Facility Services Manager or their designee before work can begin. Contractors responding to a service request shall report to the building manager prior to beginning work, and at the completion of work.

E. Response

The Contractor may be required to respond to emergency service calls, during and after business hours. Details regarding each emergency request will be relayed at the time of call. The Contractor shall acknowledge within 30 minutes if the request can be fulfilled, or the request will be sent to another Contractor.

Level I – Require onsite response within (1) hour or less of Contractor acknowledgment.

Level II – Requires onsite response within (4) hours or less of Contractor acknowledgment.

Level III – Requires onsite response at 7:00 AM, the next normal working day.

Contractor shall inform County of any expected arrival delays. The County reserves the right to send the request to another Contractor should the response level not be met.

F. Compensation

Parts and materials shall be charged as quoted in **Appendix A – Pricing**.

Service work shall be charged as "Time and Materials" at rates quoted in **Appendix A – Pricing**. Time will be billed for actual time worked.

G. Invoicing

All invoices shall be provided to the Facility Services Manager or their designee for approval. Invoices at a minimum shall include:

- Date of service, Time of arrival/departure, Hours of service
- Name of technician providing the service
- Description of equipment serviced, Location of equipment, Building number
- Type of service (repair, maintenance, new install)
- Action taken
- Parts utilization
- Status of service
- Printed name of County representative authorizing the work

Exhibit B

RFSQ No. 18-035

III. AGREEMENT TERM

The term of the Agreement will be three (3) years, unless prior to its expiration its term is extended in writing, for no more than two additional one-year terms, by mutual consent of the Director or his/her designee and the Contractor(s). The maximum total contract amount is \$2,500,000.

Total fees paid to the each contractor will be dependent upon the bid provided by contractor. Please note that there are no assurances of any work for qualified vendors during the term of the Agreement and that the County guarantees no minimum amount to each qualified vendor.

Where specific functions are required by law to be performed by the County or where specific functions are listed in the Agreement as to be performed by the County, County staff will perform the actual work function.

IV. SB 854/PREVAILING WAGE

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

Exhibit B

RFSQ No. 18-035

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.

V. INSURANCE REQUIREMENTS

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

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

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

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

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

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for

Exhibit B

RFSQ No. 18-035

all of the foregoing policies, as required herein, to the **County of Fresno, Facility Services, Attn: Facility Manager, 4590 E. Kings Canyon Road, Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

VI. SOQ SUBMITTAL REQUIREMENTS

The submittal shall be in two (2) parts.

- A. The submittal will enable the Selection Committee to appraise the general competence and qualifications of the appraisal firms. Please provide the listed information in the following sequence:
 1. Firm name, address and phone number
 2. Type of organization (sole-proprietorship, partnership, or corporation)
 3. Firm principals who will be responsible for the project, and their educational background, credentials, training and experience
 4. Key personnel (including all proposed sub-contractors, if applicable) who will work on the project with their educational background, credentials, training and experience on comparable projects
 5. List of current staff, including job classification
 6. Firm qualifications
 7. Firm organization chart
 8. List current projects or commitments for similar services in your office
 9. List the name and phone number of at least five relevant client references
 10. Appendix A – Pricing (as provided)

Exhibit B

RFSQ No. 18-035

B. Bidder to Complete:

1. 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. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

2. Contractors License:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes. Possession of minimum five (5) years experience in performing the services being requested.

The bidder shall possess a current State of California contractor's License, Class C-20 for HVAC, C-36 for plumbing, etc., or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-20 or C-36, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: _____

Date of Issue: _____

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

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.

Exhibit B

RFSQ No. 18-035

3. 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)

Title

DIR Number

DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ

VII. SELECTION PROCEDURE

A Selection Committee (hereinafter referred to as "the Committee") will be formed to evaluate the SOQs and to make recommendations. The Committee will consist of representatives of the Department. The Committee will screen the SOQs to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission.

The Committee will address the following criteria in its evaluations of the SOQs:

- A. Bidder is qualified to provide the requested services.
- B. Bidder demonstrates experience in the requested services.
- C. Bidder is capable of providing the requested services.

The County reserves the right to conduct a background inquiry of each proposer 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 SOQ to the County, the proposer 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.

VIII. 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 RFSQ. 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. Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

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

Exhibit B

RFSQ No. 18-035

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

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

Exhibit B

RFSQ No. 18-035

Appendix A - Pricing

Parts and Materials – Please list how the county will be charged for parts and materials.

(For example, “list -10%, list +10%, cost +/- %)

Please attach additional documents if necessary.

Time – Please describe how the County will be charged on an hourly basis.

Please attach additional documents if necessary.

	Days (ex. Mon-Fri)	Times (ex. 8am – 4pm)
Regular Time:		
Over Time:		
Other: (describe)		

	Regular Pay	Overtime Pay	Other: (describe)
Master Level Technician			
Journeyman Level Technician			
Apprentice/Helper			

EXHIBIT C

EXHIBIT C -1

COUNTY OF FRESNO
HVAC PARTS, SERVICE, & REPAIRS
RFSQ NO. 18-035



HVAC SHEET METAL & PIPING • COMMISSIONING • RETRO-COMMISSIONING
PLUMBING • BUILDING SERVICES • PROCESS PIPING • ENGINEERING
BIM/3-D MODELING • FABRICATION • BUILDING AUTOMATION SYSTEMS
INDUSTRIAL CONSTRUCTION & PIPING • ENERGY SERVICES • RIGGING

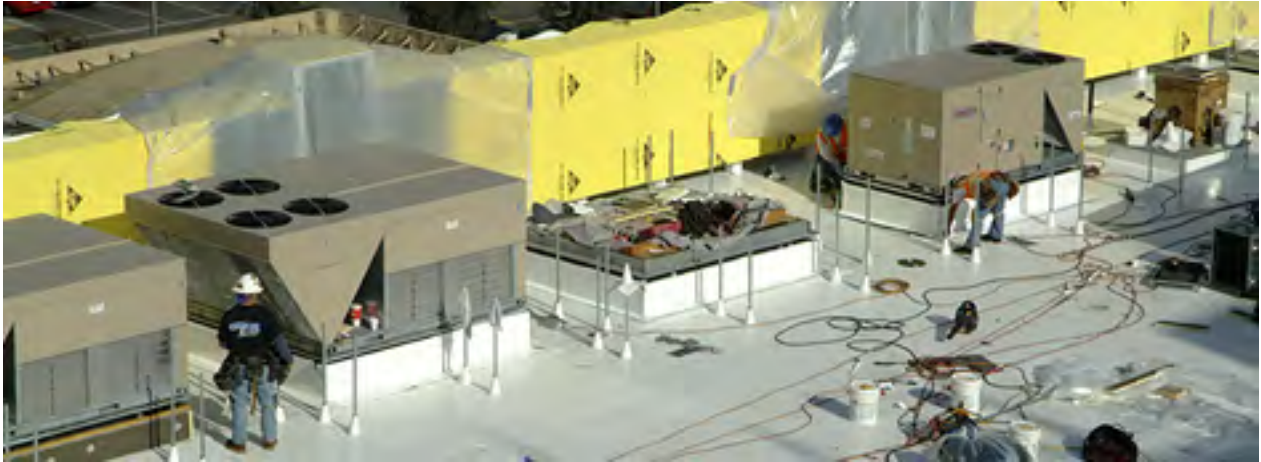
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Firm Organizational Chart	6
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Firm Name / Address / Phone Number / Type of Organization

1





**County of Fresno
HVAC Parts, Service and Repairs - NO. 18-035**

**Statement of Qualifications Submittal
Firm Name: ACCO Engineered Systems, Inc.
Type of Organization: Corporation**

April 5, 2018

Contact:
Stephen Alwan
Service Sales Engineer
salwan@accoservice.com
916-628-0058

Firm Principal Responsible for the Project

2



Stephen Alwan - ACCOUNT MANAGER

Experience | Education

2015-Present	ACCO Engineered Systems, Sacramento, California <i>Account Manager</i>
2000-2015	IN-N-Out Burger, Sacramento, California <i>Facility Manager 37 locations</i>
1999-2002	Sacramento City College , Sacramento, California <i>Mechanical Electrical Technology</i>
1999-2000	High Tech Mechanical, Newcastle, California <i>Service Technician</i>

Executive Summary

With nearly 20 years of relevant industry and technical experience, Stephen has successfully implemented complex maintenance programs for clients throughout the West Coast. Stephen works with his team to understand the unique needs of his customers and drive concept to successful completion with his strategic project management expertise.

Project Experience

County of Placer, Auburn, CA

Description: Account Manager for Multi-Site Preventative Maintenance & Projects in over 3-million square feet.

Farmers & Merchants Bank, Lodi, California

Description: Account Manager for Multi-Site Preventative Maintenance & Projects.

Northern California Power Agency, Roseville, California

Description: Account Manager for Multi-Site Preventative Maintenance & Projects.

Sun City Lincoln Hills, Lincoln, California

Description: Account Manager for Multi-Site Preventative Maintenance & Projects.

IN-N-Out Burger, Northern California and Nevada

Description: Managed all Facility Service, Vendors, Projects, and Maintenance Personnel for 37 Locations 24/7.

Paratransit, Sacramento, California

Description: Account Manager for Preventative Maintenance, Projects, and Controls Upgrades.

County of Placer, Auburn, CA

Description: Account Manager for Multi-Site Preventative Maintenance & Projects.



Stephen Alwan - Account Manager
916.628.0058 | 916.520.2156
salwan@accoservice.com

Key Personnel for the Project

3



Raymon Gonzales - HVAC TECHNICIAN SUPERVISOR

Experience | Education

2005 - Present	ACCO Engineered Systems, Inc., Fresno, CA <i>HVAC Technician Supervisor</i>
1999 - 2005	Commair Mechanical, Fresno, CA <i>HVAC Technician - Journeyman</i>
1988 - 2005	Patton Sheet Metal, Fresno, CA <i>Apprentice</i>

Executive Summary

Duties:

Servicing, repairing, replacing all HVAC equipment including boilers, chillers, cooling towers, built-ups, air compressors, VFD's, refrigeration, VAV;s, mini-splits, and VRF systems.

Qualifications:

29 years of experience

UA Local 246 Journeyman

Backflow certified

Able to read and interpret plans, schematics, control systems, equipment manuals, etc.

Mark Weldon - HVAC TECHNICIAN

Experience | Education

2009 - Present	ACCO Engineered Systems, Inc., Fresno, CA <i>HVAC Technician - Foreman</i>
2003 - 2009	Johnson Controls, Fresno, CA <i>Technician - Journeyman</i>
1998 - 2003	The ICEE Company , Fresno, CA <i>Technician</i>

Executive Summary

Duties:

HVAC mechanical repair and service of chillers, boilers, package equipment, split systems, VFD's, cooling towers, EMS systems install and service, VAV systems, refrigeration.

Qualifications:

20 years experience

UA Local 216 Journeyman

Backflow certified

Able to read and interpret plans, schematics, control systems, equipment manuals, etc.

Alfonso Ramos - HVAC TECHNICIAN

Experience | Education

2004 - Present	ACCO Engineered Systems, Inc., Fresno, CA <i>HVAC Technician - Journeyman</i>
2004 - 2004	ARC Comfort Systems , Visalia, CA <i>HVAC Technician - Journeyman</i>
2003 - 2003	Cal-Air, Fresno, CA <i>HVAC Technician - Journeyman</i>
2001 - 2002	Hill Phoenix , Fresno, CA <i>HVAC Technician - Journeyman</i>
1998 - 2001	Comm-Air, Fresno, CA <i>HVAC Technician - Journeyman</i>
1989 - 1998	Patton Sheet Metal , Fresno, CA <i>Apprentice</i>

Executive Summary

Duties:

Servicing, repairing, replacing all HVAC equipment including, boilers, chillers, cooling towers, built-up systems, air compressors, VFD's, refrigeration equipment, VAV's, mini-split systems, and VRF systems.

Qualifications:

30 Years of Experience

U.A. Local 246 Journeyman

5 Years Apprentice School

West Land College - Refrigeration Bachelors Degree

EPA Universal Certified

Able to Read and Interpret Plans, Schematics, Control Systems, Equipment Manuals

Asuncion Garcia - HVAC TECHNICIAN

Experience | Education

- | | |
|----------------|--|
| 2013 - Present | ACCO Engineered Systems, Inc., Fresno, CA
<i>HVAC Technician - Apprentice</i> |
| 2008 - 2013 | United States Marine Corps.
<i>Department of Defense</i> |

Executive Summary

Duties Include:

Servicing, repairing, replacing, installing all HVAC equipment including boilers, chillers, cooling towers, built-ups, air compressors, VFD's, refrigeration, VAV's, mini-split systems, and VRF systems.

Qualifications:

5 years of experience
UA Local 246 Apprentice
Backflow certified
OSHA 30 certified
ABPA Backflow certified
Able to read and interpret plans, schematics, control systems, equipment manuals, etc.

Catarino Jimenez - HVAC TECHNICIAN

Experience | Education

2009 - Present	ACCO Engineered Systems, Inc., Fresno, CA <i>HVAC Service Technician - Apprentice</i>
2008 - 2009	Strategic Mechanical , Fresno, CA <i>HVAC Technician - Tradesman</i>
2005 - 2008	Commair Mechanical / Carrier, Fresno, CA <i>HVAC Technician</i>

Executive Summary

Duties:
Servicing, repairing, installing all HVAC equipment.

Qualifications:
13 Years of Experience
EPA Universal Certified
Able to Read Schematics, Plans, Equipment Manuals

Francisco Hernandez - HVAC TECHNICIAN

Experience | Education

2012 - Present	ACCO Engineered Systems, Inc., Fresno, CA <i>HVAC Technician - Journeyman</i>
2005 - 2010	UA Apprenticeship Program, Fresno, CA <i>Certificate of Completion</i>
2003 - 2012	Commair / Carrier, Fresno, CA <i>HVAC Technician - Journeyman</i>
1998 - 2003	Dave's Heating & Air, Visalia, CA <i>HVAC Technician</i>
1997 - 1998	College of the Sequoias, Visalia, CA <i>Environmental Controls Certificate</i>

Executive Summary

Duties:

Servicing, repairing all brands HVAC equipment, Boilers, Steam Boilers, Hydronic, Domestic Water Heating Application, Comfort Cooling and Process Chillers, Cooling Towers, Build-Up Systems, Controls Systems, Air Balance, New Equipment Start-Up, Large Data Center Cooling Application Units, Commercial Rooftop Units, Mini Split Units, Ice Machines, Walk-In - Reach-In Refrigeration.

Qualifications:

Brazing Certification
CPR / OSHA 10
Back Flow Tester
EPA Universal
Carrier 23 XRV Chiller Operator Certification

Frank Barbosa - HVAC TECHNICIAN

Experience | Education

2012 - Present	ACCO Engineered Systems, Inc., Fresno, CA <i>HVAC Technician - Journeyman</i>
2007 - 2012	Val-Air/Sigler, Fresno, CA <i>Inside Sales</i>
2002 - 2007	Cal-Air / Johnson Controls, Fresno, CA <i>HVAC Technician</i>

Executive Summary

Duties:

Servicing, repairing, and replacing all HVAC equipment.
Install and commission building automation systems.

Qualifications:

10 years HVAC trades experience
5 years Apprenticeship Program from UA Local 246
Backflow certified
Able to read plans and schematics

Franklin Ventura - HVAC TECHNICIAN

Experience | Education

2013 - Present	ACCO Engineered Systems, Inc., Fresno, CA <i>HVAC Technician - Apprentice</i>
2008 - 2013	Ferguson Plumbing Supply, Fresno, CA <i>Warehouse & Counter Sales</i>
2005 - 2008	Sears, Fresno, CA <i>Automotive Technician</i>

Executive Summary

Duties:
Servicing, repairing, and installing all HVAC equipment.

Qualifications:
5 years of experience
5 years general mechanic
Backflow certified
Able to read plans and schematics

Joshua Arganda - HVAC TECHNICIAN

Experience | Education

2013 - Present	ACCO Engineered Systems, Inc., Fresno, CA <i>HVAC Technician - Apprentice</i>
2011 - 2013	Spangle Air, Fresno, CA <i>Service Technician</i>
2010	San Joaquin Valley College, Visalia, CA <i>Associates of Science Degree</i>

Executive Summary

Duties:

Servicing, repairing, replacing all HVAC equipment including boilers, chillers, cooling towers, field built-up systems, air compressors, DDC controls, pneumatic controls, pumps, VFS's, refrigeration, VAV's, ductless split systems, domestic booster pump stations.

Qualifications:

Niagara AX certified

Niagara N4 certified

Backflow certified

Able to read and interpret plans, schematics, control systems, equipment manuals, etc.

John Simas - HVAC TECHNICIAN

Experience | Education

2013 - Present	ACCO Engineered Systems, Inc, Fresno, CA <i>HVAC Technician - Journeyman</i>
2002 - 2013	Johnson Controls, Fresno, CA <i>HVAC Technician - Journeyman</i>
1999 - 2002	Atlas Trujillo <i>Installer</i>

Executive Summary

Duties:

Servicing, repairing, replacing all HVAC equipment including boilers, chillers, cooling towers, built-up systems, air compressors, VFD's, refrigeration, VAV's, mini split systems, and VFR systems.

Order materials

Coordinate crane lifts

Line out other technicians on projects

Install new and retro-fit old control systems

Pipe fitting

Qualifications:

19 years of experience

U.A. Local 246 Journeyman

Backflow certified

Able to read and interpret plans, schematics, control systems, equipment manuals

Rene Alvarado - HVAC TECHNICIAN / SERVICE PLUMBER

Experience | Education

2015 - Present	ACCO Engineered Systems, Inc., Fresno, CA <i>HVAC Technician / Service Plumber</i>
2013 - 2015	Dees Plumbing, Fresno, CA <i>Industrial Service Plumber</i>
2012 - 2014	A&B Plumbing, Fresno, CA <i>Plumbing Installer</i>

Executive Summary

Duties:

Servicing and repairing plumbing fixtures. Light electrical experience.

List of Current Staff

4



Exhibit C-1

Name	Email	Phone Number	Office	Job Classification
Alfonso L. Ramos	aramos@accoservice.com	559-217-2923	Fresno	Field Tech
Asuncion Garcia	agarcia@accoservice.com	559-682-2158	Fresno	Field Tech
Catarino E. Jimenez	cjimenez@accoservice.com	559-333-7823	Fresno	Field Tech
Francisco D. Hernandez	fhernandez@accoservice.com	559-903-0879	Fresno	Field Tech
Frank Barbosa	fbarbosa@accoservice.com	559-994-1302	Fresno	Field Tech
Franklin D. Ventura Jr.	fventura@accoservice.com	559-753-5374	Fresno	Field Tech
Joey Hernandez	jmhernandez@accoes.com	559-358-9112	Fresno	Sheet Metal
John Simas	jsimas@accoservice.com	559-403-6748	Fresno	Field Tech
Johnny Almanza	jalmanza@accoservice.com	559-412-9091	Fresno	Sales/Account Management
Joshua Arganda	jarganda@accoservice.com	559-496-9770	Fresno	Field Tech
Kimberly M. Manning	kmanning@accoservice.com	559-251-2226 x5850 / 559-908-9841	Fresno	Billing
Mark G. Weldon	mweldon@accoservice.com	559-375-8196	Fresno	Foreman
Paolo Burgos	pburgos@accoservice.com	559-408-8097	Fresno	Field Tech
Paul J. Bernard	pbernard@accoservice.com	559-930-9424	Fresno	Piping
Raymon J. Gonzales	rgonzales@accoservice.com	559-251-2226 x224 / 559-567-1514	Fresno	Field Supervisor
Rene Alvarado	ralvarado@accoservice.com	559-470-9025	Fresno	Plumbing
Robert R. Kranovich	rkranovich@accoes.com	559-333-7886	Fresno	Sales/Account Management
Sean Mcgrail	smcgrail@accoservice.com	559-394-9991	Fresno	Dispatch
Michael Potts	mpotts@accoservice.com	916-325-1759	Sacramento	Management
Leilani Broadbridge	lbroadbridge@accoservice.com	916-600-4590	Sacramento	Administrative/Sales Support
Mele Arrizon	marrizon@accoservice.com	916-200-9567	Sacramento	Administrative/Sales Support
Priscilla Deguzman	pdeguzman@accoservice.com	916-596-5174	Sacramento	Administrative/Sales Support
Jocelyn David	jdavid@accoes.com	650-892-5201	Sacramento	Administrative/Sales Support
Stephen Alwan	salwan@accoservice.com	916-628-0058	Sacramento	Sales / Accout Management

Firm Qualifications

5



Building Services

ACCO has one of the largest and most experienced service departments in the nation. We provide service and long-term maintenance agreements to over 7,600 accounts throughout the Western United States. Properly maintained mechanical and control systems conserve energy, increase productivity and satisfy the needs of owners, tenants and production managers.

ACCO field service mechanics are trained signatory apprentices and journeymen dedicated solely to servicing HVAC mechanical systems, DDC Controls systems and water treatment applications.

ACCO has one of the most modern fleets in the industry. We have over 300 truck-based mobile field mechanics who can respond on site in less than 4 hours, 24 hours a day, 7 days a week.

ACCO streamlines the Customer – Contractor experience by having a single point of contact approach. Your Project Manager's responsibility is to get your job done ... on time and on budget. ACCO pioneered this single source of responsibility to ensure that we adhere strictly to all of the project requirements, quality demands and time schedules.

ACCO's engineering team can handle any size and any type of project, from a small package system to a complex manufacturing facility. We have the experience and know-how to ensure that your system will run efficiently and deliver the best possible results tailored to your needs.

Preventive Maintenance

Protect your mechanical system investment.

Equipment Repairs

Get your system back up and operating, quickly and expertly, minimizing impact on process and building operations.

Equipment Modernization

Replace, upgrade, modernize, and retrofit your system due to age, obsolescence, or energy efficiency.

"Just-In-Time" Service Delivery

Guaranteed two-hour emergency response time for our contract customers.

Qualified Technicians

The best and most highly trained in the industry.

Chiller Service

Our Centrifugal Group specialists are trained and certified to service and repair all types of chillers.

Water Treatment

Our qualified technicians can prevent tube fouling; maintaining system capacity and efficiency.

Tenant Improvements

Prevent employee discomfort, reduced productivity, loss of revenue, and increased vacancies.

Direct Digital Controls

Designed and installed by ACCO, provide operational efficiency in your processes and building.

Commissioning Services

Ensures that the performance of installed equipment and its peripheral systems operate at their peak by adhering to the design specifications.

Predictive Diagnostic Services

Offers an early warning system, which alerts and minimizes possible equipment failures before it happens.



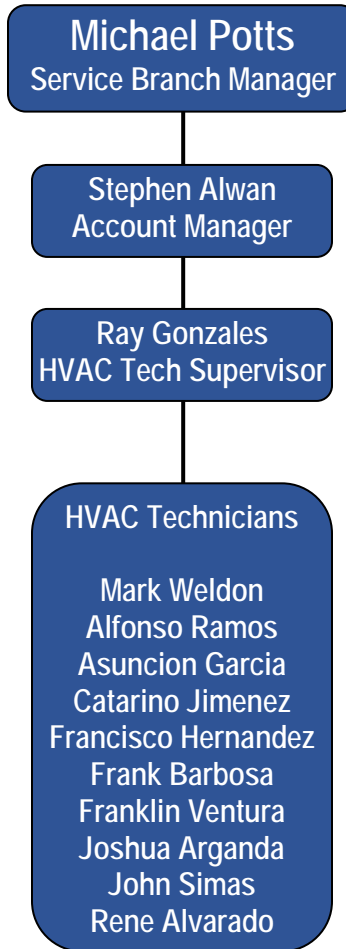
Firm Organizational Chart

6





ACCO – COUNTY OF FRESNO ORG CHART



Current Projects or Commitments for Similar Services

7



Current Projects for Similar Services



County of Placer
HVAC Maintenance /
Service
45+ Sites
Auburn, CA

City of Redding
HVAC Maintenance /
Service
75+ Sites
Redding, CA

Granum Partners
HVAC Maintenance /
Service
National University
Fresno, CA

Granum Partners
HVAC Maintenance /
Service
Atrium Bldg
Fresno, CA

Granum Partners
HVAC Maintenance /
Service
River Park Corporate
Center
Fresno, CA

Granum Partners
HVAC Maintenance /
Service
8 East River Park Building
Fresno, CA

Fig Garden Offices, LLC
HVAC Maintenance /
Service
Fig Garden
Fresno, CA

Heritage Center, LLC
HVAC Maintenance /
Service
Heritage Center
Fresno, CA

Zinkin Development
HVAC Maintenance /
Service
McCormick Barstow Bldg
Fresno, CA

Zinkin Development
HVAC Maintenance /
Service
5 Park Place
Fresno, CA

Zinkin Development
HVAC Maintenance /
Service
45 E. River Park Place
West
Fresno, CA

ML Street Properties
HVAC Maintenance /
Service
Tower at Convention
Center
Fresno, CA

References

8



References

- **Granum Partners:**

Carol Stair - 559.431.7703

- **Zinkin Development:**

Phil Andrews - 559.224.8100

- **ML Street Properties:**

Nicole Daly - 559.268.6086

- **Heritage Center, LLC:**

Sylvia Helm - 480.364.0392

- **County of Placer Facility Services:**

Dan Slifer - 530.889.6801

Appendix A - Pricing

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Acknowledgement of Addendum Number One

10



Exhibit C-1

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFSQ NUMBER: 18-035

HVAC PARTS, SERVICE AND REPAIRS

Issue Date: March 27, 2018

CLOSING DATE: APRIL 6, 2018 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact **Bryan Hernandez** at (559) 600-7110.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 18-035 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR STATEMENT OF QUALIFICATIONS.

➤ **QUESTIONS AND ANSWERS**

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFSQ 18-035

COMPANY NAME: _____
(PRINT)

SIGNATURE: _____

NAME & TITLE: _____
(PRINT)

Purchasing Use: BH:yj

ORG/Requisition: 8935 / 1321801109

Exhibit C-1

Addendum No. ONE (1)

Page 2

Request for Statement of Qualifications Number: 18-035

March 27, 2018

QUESTIONS AND ANSWERS

Q1. Do bidders submit all bid responses online? In the SOQ (page 7, VI.) it states bids will be submitted in 2 parts. Please specify how you would like the (2) parts submitted. Qualifications as one upload/file and pricing as the other upload/file?

A1. *All bid responses are to be submitted online through Public Purchase. You can submit one file as long as it has the information required in parts A and B of Section VI and with the Pricing.*

Q2. Are you requiring to have a C-20 AND C-36 or a C-20 OR a C-36?

A2. *Vendors are only required to possess the appropriate license for the type of work they will perform. Vendors may have either a C-20 for HVAC or a C-36 for Plumbing for the specific services they will perform according to section II. **Scope of Work** under **Service**. If other than a C-20 or a C-36, the bidder must explain, why his/her license(s) is acceptable in performing the requested work.*

For example, if a vendor is only providing HVAC services, then they must have a C-20 license. If a vendor is only providing Plumbing services, then they must have a C-36 license. If a vendor is providing both services, then they must have both a C-20 and C-36 licenses.

Q3. The RFSQ N. 18-035 references attachment A Board of Supervisors' Master Agreement or Procurement Master Agreement. I'm not able to find the attachment online. Where can I get the attachment A?

A3. *Please disregard the following on page 2 Table of Contents of the RFSQ:*

Attachment:

***Board of Supervisors' Master Agreement or ***Procurement Master Agreement

There is no attachment for this RFSQ.

Exhibit C-1

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFSQ NUMBER: 18-035

HVAC PARTS, SERVICE AND REPAIRS

Issue Date: March 27, 2018

CLOSING DATE: APRIL 6, 2018 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact **Bryan Hernandez** at (559) 600-7110.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 18-035 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR STATEMENT OF QUALIFICATIONS.

➤ **QUESTIONS AND ANSWERS**

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFSQ 18-035

COMPANY NAME:

Acco Engineered Systems
(PRINT)

SIGNATURE:

[Handwritten Signature]

NAME & TITLE:

Service sales engineer
(PRINT)

Purchasing Use: BH:yj

ORG/Requisition: 8935 / 1321801109

Exhibit C-1

Addendum No. ONE (1)
Request for Statement of Qualifications Number: 18-035
March 27, 2018

Page 2

QUESTIONS AND ANSWERS

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Q2. Are you requiring to have a C-20 AND C-36 or a C-20 OR a C-36?

*A2. Vendors are only required to possess the appropriate license for the type of work they will perform. Vendors may have either a C-20 for HVAC or a C-36 for Plumbing for the specific services they will perform according to section II. **Scope of Work** under **Service**. If other than a C-20 or a C-36, the bidder must explain, why his/her license(s) is acceptable in performing the requested work.*

For example, if a vendor is only providing HVAC services, then they must have a C-20 license. If a vendor is only providing Plumbing services, then they must have a C-36 license. If a vendor is providing both services, then they must have both a C-20 and C-36 licenses.

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A3. Please disregard the following on page 2 Table of Contents of the RFSQ:

Attachment:

***Board of Supervisors' Master Agreement or ***Procurement Master Agreement

There is no attachment for this RFSQ.

Exhibit C-1



REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. 18-035

COUNTY OF FRESNO

HVAC PARTS, SERVICE AND
REPAIRS

Issuance Date: March 15, 2018

Closing Date: April 6, 2018 at 2:00 PM

Submittals: Submit RFSQ response electronically on the Bid Page at Public Purchase.

Clarifications: All questions and clarifications must be submitted on the Bid Page at Public Purchase before **10:00 AM on March 23, 2018.**

In the event that it becomes necessary to revise any part of this RFSQ, addenda will be posted to Public Purchase and all agencies and organizations that received the basic RFSQ will be notified.

Cost Limit for Agreement(s): \$2,500,000.00

ACCO Engineered Systems, Inc.

Organization

Stephen Alwan

Service Sales Engineer

Individual/Contact Person

Title

9290 Beatty Drive

Street Address/P.O. Box

Sacramento

CA

95826

City

State

Zip Code

916-520-2100

916-520-2150

salwan@accoservice.com

Telephone

Fax Number

E-Mail Address

Purchasing Use: BH:st

ORG/Requisition: 8935 / 1321801109

Exhibit C-1

RFSQ No. 18-035

TABLE OF CONTENTS

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IV. SB 854/PREVAILING WAGE	5
V. INSURANCE REQUIREMENTS.....	6
VI. SOQ SUBMITTAL REQUIREMENTS	7
VII. SELECTION PROCEDURE	9
VIII. APPEALS	9

Attachment:

- A. ***Board of Supervisors' Master Agreement or ***Procurement Master Agreement

Exhibit C-1

RFSQ No. 18-035

I. INTRODUCTION AND OVERVIEW

The County of Fresno on behalf of the Internal Services Department, Facility Services Division is primarily seeking qualified Contractors to provide HVAC Parts, Service, and Repairs on an "as-needed" basis at various locations in Fresno County, and may include, but is not limited to, fabricating, installing, cleaning, maintaining, servicing, recharging, and inspecting warm-air heating systems, water-heating pumps, ventilating systems, chillers, cooling towers, and air-conditioning systems, and all other work and equipment associated with these systems. Vendors must possess the correct contractor's license for the type of work they perform.

The requested services will be performed on an "as-needed" basis. Contractors who can demonstrate experience, expertise and quality of work may be awarded a master agreement for a term of up to 3-years with two optional 1-year extensions. HVAC parts and equipment will be purchased on an "as-needed" basis. The County spends approximately \$500,000 annually on parts and services.

It is the intent of the County to engage several contractors under one master agreement to provide the professional services described herein.

Contractors and all sub-contractors who perform work must comply with all DIR requirements.

The County reserves the right, at its sole discretion, to terminate this RFSQ process or negotiations with a selected Contractor and either perform the work with its staff or begin a new RFSQ process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFSQ, or to the selected Contractor(s) prior to Board of Supervisors' approval of a Contractor services agreement.

II. SCOPE OF WORK

A. General – Contractor shall provide parts, services, and repairs on an "as-needed" basis to HVAC and related systems at various County locations. The County operates HVAC equipment from manufacturers that include but are not limited to Carrier, Goodman, Lennox, Mcquay, Rheem, Ruud, Trane, and York.

Parts – The Contractor shall provide parts and materials on an "as-needed" basis. Parts may be ordered for delivery to County facilities or picked-up in store by County staff. The County may from time to time, request to see the list/catalog pricing to verify charges, and the Contractor shall comply.

Service – The Contractor shall perform services and repairs on an "as-needed" basis to HVAC and related systems at various locations in Fresno County, and may include, but is not limited to, fabricating, installing, cleaning, maintaining, servicing, recharging, and inspecting warm-air heating systems, water-heating pumps, ventilating systems, chillers, cooling towers, and air-conditioning systems, and all other work and equipment associated with these systems.

B. Qualifications

The Contractor shall possess the necessary contractor's license required for the type of work requested (C-20 for HVAC related work, C-36 for Plumbing, etc.), and be capable of providing the services requested, in compliance with rules and regulations of all applicable codes. All Contractors and sub-contractors are expected to possess the appropriate license for the project in accordance with current regulations and statues. All technicians who perform work must possess a minimum of journeyman level experience. All apprentices or helpers must be supervised.

All personnel performing work on HVAC equipment and related systems shall be appropriately certified to work on that particular equipment.

Exhibit C-1

RFSQ No. 18-035

The Contractor must have an established local presence within the County of Fresno or can demonstrate they can meet all the required response times in accordance with **Section II. Scope of Work, E. Response** within this Request for Statement of Qualifications.

C. Materials and Workmanship

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.

D. Scheduling of Work

A regular County workweek shall be Monday through Friday 8:00 am to 5:00 pm.

All work must be approved by the Facility Services Manager or their designee before work can begin. Contractors responding to a service request shall report to the building manager prior to beginning work, and at the completion of work.

E. Response

The Contractor may be required to respond to emergency service calls, during and after business hours. Details regarding each emergency request will be relayed at the time of call. The Contractor shall acknowledge within 30 minutes if the request can be fulfilled, or the request will be sent to another Contractor.

Level I – Require onsite response within (1) hour or less of Contractor acknowledgment.

Level II – Requires onsite response within (4) hours or less of Contractor acknowledgment.

Level III – Requires onsite response at 7:00 AM, the next normal working day.

Contractor shall inform County of any expected arrival delays. The County reserves the right to send the request to another Contractor should the response level not be met.

F. Compensation

Parts and materials shall be charged as quoted in **Appendix A – Pricing**.

Service work shall be charged as "Time and Materials" at rates quoted in **Appendix A – Pricing**. Time will be billed for actual time worked.

G. Invoicing

All invoices shall be provided to the Facility Services Manager or their designee for approval. Invoices at a minimum shall include:

- Date of service, Time of arrival/departure, Hours of service
- Name of technician providing the service
- Description of equipment serviced, Location of equipment, Building number
- Type of service (repair, maintenance, new install)
- Action taken
- Parts utilization
- Status of service
- Printed name of County representative authorizing the work

Exhibit C-1

RFSQ No. 18-035

III. AGREEMENT TERM

The term of the Agreement will be three (3) years, unless prior to its expiration its term is extended in writing, for no more than two additional one-year terms, by mutual consent of the Director or his/her designee and the Contractor(s). The maximum total contract amount is \$2,500,000.

Total fees paid to the each contractor will be dependent upon the bid provided by contractor. Please note that there are no assurances of any work for qualified vendors during the term of the Agreement and that the County guarantees no minimum amount to each qualified vendor.

Where specific functions are required by law to be performed by the County or where specific functions are listed in the Agreement as to be performed by the County, County staff will perform the actual work function.

IV. SB 854/PREVAILING WAGE

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

Exhibit C-1

RFSQ No. 18-035

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.

V. INSURANCE REQUIREMENTS

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

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

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

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for

Exhibit C-1

RFSQ No. 18-035

all of the foregoing policies, as required herein, to the **County of Fresno, Facility Services, Attn: Facility Manager, 4590 E. Kings Canyon Road, Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

VI. SOQ SUBMITTAL REQUIREMENTS

The submittal shall be in two (2) parts.

- A. The submittal will enable the Selection Committee to appraise the general competence and qualifications of the appraisal firms. Please provide the listed information in the following sequence:
 1. Firm name, address and phone number
 2. Type of organization (sole-proprietorship, partnership, or corporation)
 3. Firm principals who will be responsible for the project, and their educational background, credentials, training and experience
 4. Key personnel (including all proposed sub-contractors, if applicable) who will work on the project with their educational background, credentials, training and experience on comparable projects
 5. List of current staff, including job classification
 6. Firm qualifications
 7. Firm organization chart
 8. List current projects or commitments for similar services in your office
 9. List the name and phone number of at least five relevant client references
 10. Appendix A – Pricing (as provided)

Exhibit C-1

RFSQ No. 18-035

B. Bidder to Complete:

1. 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. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

N/A

2. Contractors License:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes. Possession of minimum five (5) years experience in performing the services being requested.

The bidder shall possess a current State of California contractor's License, Class C-20 for HVAC, C-36 for plumbing, etc., or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-20 or C-36, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: 120696 - C-4, C20, C36, C38, C10, B, A, C16

Date of Issue: 07/24/1950

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

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.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **120696** Firm **CORP**
Business Name **ACCO ENGINEERED SYSTEMS INC**

Classifications **C-4 C20 C36 C38 C10 B A C16**

Expiration Date **12/31/2019** www.cslb.ca.gov



Exhibit C-1

RFSQ No. 18-035

3. 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)

Service Sales Engineer

Title

1000000546

DIR Number

DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ

VII. SELECTION PROCEDURE

A Selection Committee (hereinafter referred to as "the Committee") will be formed to evaluate the SOQs and to make recommendations. The Committee will consist of representatives of the Department. The Committee will screen the SOQs to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission.

The Committee will address the following criteria in its evaluations of the SOQs:

- A. Bidder is qualified to provide the requested services.
- B. Bidder demonstrates experience in the requested services.
- C. Bidder is capable of providing the requested services.

The County reserves the right to conduct a background inquiry of each proposer 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 SOQ to the County, the proposer 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.

VIII. 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 RFSQ. 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. Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

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

Exhibit C-1

RFSQ No. 18-035

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

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

Exhibit C-1

RFSQ No. 18-035

Appendix A - Pricing

Parts and Materials – Please list how the county will be charged for parts and materials.

(For example, "list -10%, list +10%, cost +/- %)

Please attach additional documents if necessary.

List -10%
Truck Charge: \$50

Time – Please describe how the County will be charged on an hourly basis.

Please attach additional documents if necessary.

	Days (ex. Mon-Fri)	Times (ex. 8am – 4pm)
Regular Time:	Monday - Friday	8am - 5pm
Over Time:	Monday - Friday	5pm - 8am
	Saturday - Sunday	12am - 11:59pm
	Presidents Day, Memorial Day, Fourth of July, Day after Thanksgiving	12am - 11:59pm
Other: (describe)	Double Time Holidays: New Years Day, Labor Day, Thanksgiving Day, Christmas Day.	12am - 11:59pm

	Regular Pay	Overtime Pay	Other: (describe)
Master Level Technician			
Journeyman Level Technician	\$123.00	\$184.50	Double Time: \$246.00
Apprentice/Helper	\$112.00	\$168.00	\$224.00

Exhibit C-2

Response to Request for Statement of Qualifications

No. 18-035

County of Fresno



HVAC Parts, Service and Repairs

Exhibit C-2

April 5, 2018

The County of Fresno
4525 E. Hamilton Ave., 2nd Floor
Fresno, CA 93702

Attn: Facility Manager

RE: Request for Statement of Qualifications
(RFSQ No: 18-035)

Dear Facility Manger,

On behalf of Mesa Energy Systems Inc. DBA EMCOR Services, we thank you for the opportunity to respond to this Request for Statement of Qualifications. Mesa Energy Systems Inc. DBA EMCOR Services is an HVAC and Energy Solutions Company that provides innovative design, maintenance, service, retrofit, automation, refrigeration, general construction and related technical services in new and existing facilities. We are a full service mechanical contractor and energy solutions provider with a diverse background and years of experience in making buildings energy efficient throughout California, Arizona, and Nevada. Our ability to provide turnkey solutions gives our customers the assurance of quality, precision and professionalism.

Our goal is to help our customers enhance and operate their facilities as efficiently as possible. Our solutions include new and emerging technologies which result in our customer meeting the challenges of managing energy demands and government regulations, while at the same time lowering operating costs. Customer Service, innovation, quality and sense of urgency are the reasons that our customers use our services. We strive to realize our vision by serving our customers and each other with the highest integrity and ethical business practices.

As you read the pages that follow, we hope you get a sense of our unwavering commitment to our customers, evidenced by our strong customer feedback programs and our quality management processes. We believe this is critical to the successful implementation of an energy conservation program. EMCOR not only has a long and successful record of energy management and savings programs, but a well-documented and unbiased measurement of our customers' satisfaction with our performance that is unmatched in the industry.

Becoming a valued business partner requires a keen understanding of your business and your goals so we can bring to you the latest in technology, the best in service, the most accurate documentation processes, the commitment of our local service and engineering teams, and the backing of our technical and R&D staff from our numerous offices in California.

Exhibit C-2

In addition, because we are part of the EMCOR Group, a \$6 billion International Contracting Firm, we bring the financial resources that ensure that we can work through any obstacles that may arise on this project.

We appreciate your due diligence in scrutinizing our organization. We encourage you to talk to our existing customers about the energy management and savings programs we've implemented for them and the high service level of our local team. We are proud to claim long relationships with our customers and believe it is our commitment to their long-term business goals that makes us strong strategic partners.

We pride ourselves on meeting project schedules **on time and on budget**. Our project managers establish a fully documented project schedule and use that schedule as a tool to stay on track, communicate with the customer, schedule the delivery of materials, and determine project manpower loading requirements. This project scheduling allows us to seamlessly coordinate our activities with the ongoing, day-to-day business of operating your facilities.

As part of the management team of the Central Valley Branch, I personally pledge that my business associates in this local office are dedicated to assuring that your facility minimizes waste and reduces costs through this energy conservation program. You'll understand how we can deliver best-in-class practices and yield the power of the EMCOR nationwide organization in our purchasing power.

We look forward to the opportunity to meet with your team to discuss our capabilities and our plan for delivering the objectives of this RFQ/RFP.

Sincere Regards,
Adam Rosh
Account Executive

Exhibit C-2

VI. SOQ Submittal Requirements:

A. See Sub Section 1-9

1. **Name:** Mesa Energy Systems, Inc.

State of Incorporation: California

Date of Incorporation: July 22, 1985

Shareholder: EMCOR Mechanical Services

Federal I.D. Number: 33-0112640

NACIS Code: 238220 and 238210

Employees: 535

Mesa Energy Systems, Inc. is a wholly owned subsidiary acquired by EMCOR Group, Inc. on December 18, 1998.

Locations: Each Mesa office operates from 9am until 5pm, Monday thru Friday

Irvine
Headquarter Office
2 Cromwell
Irvine, CA 92618

Las Vegas, NV
EMCOR Services Nevada
6255 Mcleod Drive, #8
Las Vegas, NV 89120-4404

Bakersfield
EMCOR Services Hillcrest
2324 Perseus Court
Bakersfield, CA 93308

Reno, NV
155 Glendale Avenue, Unit 13
Sparks, NV 89431

Sacramento
EMCOR Services Mesa
3906 Kristi Court
Sacramento, CA 95827

California

License # 611215

Classifications: B, C-4, C-10, C-20, C-36, C-38 & C-46

San Francisco
24051 Amador Street
Hayward, CA 94544

San Diego
900 Vernon Way, Suite 100
El Cajon, CA 92020

Fresno
EMCOR Services Mesa Energy
Systems
4668 Sonora Avenue, Suite 102
Fresno, CA 93722

San Fernando Valley/ Ventura
2192 Anchor Ct, Unit A
Thousand Oaks, CA 91320

Arizona
4125 E. Madison St
Phoenix, AZ 85034

Exhibit C-2



EMCOR Services Mesa Energy Systems

4668 N Sonora Ave., #102

Fresno, CA 93722

T: (559) 277-7900

2. Corporation

3.

Providing HVAC, BAS, Facilities Control Systems & Energy Service Expertise

EMCOR Services Mesa Energy Systems' people make a difference - they are The EMCOR Advantage®. In today's dynamic marketplace, you need people who are not just good, you need people who are innovative—people who are passionate about your business—people who make a difference every day.

Meet the people behind Mesa Energy Systems' commercial HVAC, building automation systems (BAS), facilities control systems and energy services.

Meet Our Executives:



Robert A. Lake
President and Chief Operating Officer
[View bio.](#)



Charles G. Fletcher, Jr.
Founder and Executive Vice
President
[View bio.](#)



Michael J. Echsner
Executive Vice President
[View bio.](#)



Steve Hunt
Chief Financial Officer
[View bio.](#)



Harry Archung
Vice President of Business
Development
[View bio.](#)



Tony Ghafari
Vice President of Engineering
[View bio.](#)



Kip Bagley
Vice President of Service
[View bio.](#)



Butch Pederson
Vice President of Finance and
Administration
[View bio.](#)



Michael Cook
Director of Human Resources
[View bio.](#)

Exhibit C-2



Robert A. Lake

Career Summary

An experienced executive, with sales, financial, operations, and administrative expertise. Career has spanned Big 4 accounting, to CPA practice ownership, to Chief Financial Officer, and President of one of the largest Mechanical Service contracting companies in the United States.

Experience

EMCOR Service / Mesa Energy Systems, Inc.

President and Chief Operating Officer

2001 to present

- ◆ Responsible for a \$135 million, 550 person Mechanical Service contractor with 12 offices, 9 in California, 2 in Nevada and 1 in Arizona. Mesa is a 100% owned subsidiary of EMCOR Group, Inc., which is a \$5.5 Billion Fortune 250 company with eighty subsidiaries, and is the largest Mechanical/Electrical specialty contractor in the United States.
- ◆ Established Quality Assurance and controls guidelines to insure ISO 9001:2000 compliance and acceptance.
- ◆ Established Loss Control/Risk Management programs that have earned industry safety awards each of the past eight years.
- ◆ Expanded business adding branch offices in San Jose and Bakersfield.

Chief Financial Officer

1995 to 2000

- ◆ Responsible for all financial reporting and administration for \$28 million, 140-employee company.
- ◆ Negotiated more than \$20 Million in three rounds of Venture Capital funding as a founding member of a field service automation software company (Fieldcentrix, Inc. which was founded by Mesa Energy)
- ◆ Converted accounting system software and office network to new system.
- ◆ Negotiated loan agreements with bankers.
- ◆ Coordinated the relocation of all employees to new facility.
- ◆ Negotiated and coordinated the change from a non-union to Union Contractor (with three separate unions).
- ◆ Negotiated the sale of the Engineering Services division.

Lake & Associates, Certified Public Accountants Owner

1986 - 1995

- ◆ Built an accounting practice from start up to \$400,000 in annual revenue, including the acquisition of another CPA firm.
- ◆ Provided accounting, tax, financing, acquisition and sale of business services to firms with revenue of \$1 million to \$30 million.
- ◆ Prepared projections, audits and reviews for eight Private Placement memorandums, ranging from \$500,000 to \$2 million.
- ◆ Set up internal and operational controls systems for business with revenues from \$250,000 to \$30 million.
- ◆ Provided Controller duties for various CPA firm clients. This included the following:

SAN DIEGO ● IRVINE ● BAKERSFIELD ● SAN FRANCISCO ● SACRAMENTO ● SAN JOSE ● FRESNO
BUILDING AUTOMATION ● VARIABLE FREQUENCY DRIVES ● HVAC RETROFIT ● SERVICE AND SYSTEMS MAINTENANCE

LICENSE #611215

An EMCOR Group Company

Exhibit C-2

- ◆ Automating their computer hardware and software systems.
- ◆ Negotiating office and equipment leases.
- ◆ Reviewing insurance costs and negotiating the renewal of liability, umbrella, property, workers' compensation, auto and life insurance.
- ◆ Providing monthly financial statements.
- ◆ Represented clients in Internal Revenue Service and State of California (Franchise Tax Board, Employment Development Department and State Board of Equalization) audits and appeals.

- ◆ Assisted attorneys in the financial portion of litigation matters. This included the sale of businesses, buy-out of partners, contractual agreement and divorces. Performed research, valuations, depositions and testified as an expert witness.
- ◆ Sold accounting practice to the eighth-largest CPA firm in Orange County.

Ernst & Young and Deloitte & Touche Certified Public Accountants

Staff Accountant to Audit Manager

1979 - 1986

- ◆ Started as a staff accountant and promoted through the ranks to audit manager.
- ◆ Performed audits of local, national and international companies with revenues from \$1 million to over \$1 billion.
- ◆ Performed numerous audits of publicly held companies including the preparation of 10-K's and 10-Q's.
- ◆ Participated in numerous business sales, acquisitions and initial public offerings.
- ◆ Performed "Due Diligence" on numerous Public and Private Placement Offerings.

Achievements

- ◆ Certified Public Accountant, State of California—License # 39097
- ◆ Past President—National Exchange Club of Irvine
- ◆ Past Treasurer—Child Abuse Prevention Center of Orange County
- ◆ Past President – Southern California Wrestling Association
- ◆ Past President and Board of Directors member – ARCA/MCA of Southern California
- ◆ Board of Directors member – Joint Trust Funds of Southern California
- ◆ Member California Society of Certified Public Accountants
- ◆ Board of Directors member – Mechanical Service Contractors of America (MSCA)
- ◆ Board of Directors member – Mechanical Contractors of America Association (MCAA)

Education

B.A. Business Administration/ Accounting, 1979
California State University, Long Beach

Exhibit C-2



CHARLES G. FLETCHER, JR.
EXECUTIVE VICE PRESIDENT
EMCOR Service / Mesa Energy Systems
E-mail: charles_fletcher@emcorgroup.com

BACKGROUND / EXPERIENCE

Charles Fletcher began his career in the HVAC business in 1978. Between the years 1978 and 1983 he worked in various capacities including Union Sheet Metal Worker, Operations Manager, and Sales Engineer.

In 1984 Charles started Mesa Energy Systems, Inc. and has served in the capacity of both CEO and Senior Vice President from that time until present. He has been an integral part of transforming Mesa from a small company with a solid reputation, into a statewide recognized "best in class" service contractor, that became part of the EMCOR Group, an international Fortune 500 Company, in 1999.

The company's major goal, since inception has been Customer Satisfaction; in fact Mesa became the first mobile HVAC service company in America to be ISO certified. In 2002, Charles was integrally involved in rewriting the Quality Assurance Program and ISO 9001/2000 and in maintaining this certification.

Charles' focus at EMCOR Service/Mesa Energy Systems, Inc. is on the direction of the company, Quality Assurance, Operations and Sales.

EDUCATION

Bachelor Of Science: Mathematics, SUNY at Cortland, 1977.

PROFESSIONAL ORGANIZATIONS

ASHRAE
Friends of IREM
California Contractors License

Michael J. Echsner

Executive Vice President, Branch Manager

Project Responsibility: Mr. Echsner is the Executive Vice President and Branch manager for Mesa Energy Systems, Inc. in Northern California. He has direct responsibility for Mesa Energy Systems, Inc. in Northern California. His team's mobile service operations, DDC controls, and retrofit capabilities would be leveraged to support the CB Richard Ellis portfolio.

Education:

B.A. Sales Management, California State University, Fullerton, Ca, 1985

Qualifications & Experience: Mr. Echsner has 22 years in the HVAC industry (Mesa Energy Systems, Inc., York, SISCO, Carrier, R.F. MacDonald) managing and leading including general management, sales management, operations, maintenance, and retrofit of their mechanical systems. His new equipment, contracting, engineering, maintenance, and service background provides a unique approach in leading an organization to identify opportunities to upgrade and maintain HVAC systems with the latest technology. This includes developing business plans, budgets, recruiting, setting sales plans, coaching, engineering support, designing and implementing sales incentive plans, implementing safety plans, and maintaining profit and loss responsibilities.

Client / Project Experience:

Lam Research
Washington Mutual Bank
AT&T – Comcast
CB Richard Ellis (High Rise Office Buildings)
PM Realty Group (High Rise Office Buildings)
Toyota Technical Center, USA
Manulife Plaza (High Rise Office Buildings)
8484 Wilshire Blvd (High Rise Office Building)
ARCO Refinery
Intel
Oakland International Airport
County of Alameda Juvenile Facility

Professional Affiliations:

BOMA, CSHE, ASHRAE

Harry W. Archung

Vice President of Business Development

Current Responsibilities: Mr. Archung is the Vice President of Business Development for EMCOR Services / Mesa Energy Systems, Inc. in Southern California. He has direct responsibility for sales for Mesa Energy Systems, Inc. in Southern California. His team's mobile service operations, DDC controls, and retrofit capabilities are leveraged to support Mesa's clients in their energy reduction and sustainability strategies.

Education:

B.A. Business Administration, California State University, Fullerton, Ca, 1980

Qualifications & Experience: Mr. Archung has 22 years in the HVAC industry (Mesa Energy Systems, Inc., Barr Engineering) managing and leading including general management, sales management, operations, maintenance, and retrofit of mechanical systems. His contracting, engineering, maintenance, and service background provides a unique approach in leading an organization to identify opportunities to upgrade and maintain HVAC systems with the latest technology. This includes developing business plans, budgets, recruiting, setting sales plans, coaching, engineering support, designing and implementing sales incentive plans, implementing safety plans, and maintaining profit and loss responsibilities.

Mr. Archung has assisted many clients throughout California to formulate cost-effective preventative maintenance and energy savings mechanical retrofits. He has played a key role in implementing over \$50,000,000 in mechanical retrofits.

Client / Project Experience:

Disneyland Hotel, Anaheim, California

Washington Mutual Bank – Retrofitted more than 400 branches throughout California

AT&T – Comcast

CB Richard Ellis (High Rise Office Buildings)

PM Realty Group (High Rise Office Buildings)

Toyota Technical Center, USA

Manulife Plaza (High Rise Office Buildings)

8484 Wilshire Blvd (High Rise Office Building)

Sheraton Anaheim Hotel, Anaheim, California

Intel

John Wayne Airport, Irvine, California

City National Plaza, Downtown Los Angeles High Rise

Professional Affiliations:

BOMA – Building Owners and Managers Association

CSHE – California Society of Hospital Engineers

ASHRAE – American Society of Heating, Refrigerating and Air Conditioning Engineers

IREM – Institute of Real Estate Managers

IFMA – International Facility Managers Association

AEE – Association of Energy Engineers

Exhibit C-2



5 VANDERBILT • IRVINE, CA 92618 • (949) 460-4601 • FAX (949) 460-8812

Kip O. Bagley

21860 Mackenzie Ave.
Yorba Linda, CA 92887
(714) 701-0383

Email: trish_bagley@adelphia.net

-
- Education:**
- | | | |
|-------------|--|----------------------|
| 1981 | California State University Fresno
BA in Education with General Option <ul style="list-style-type: none">• Member of NCBA Championship Baseball Team 1979-1980• Team MVP and Captain. All Conference 1980• Graduate Assistant Coach Baseball 1981 | Fresno, CA |
| 1978 | Fullerton College
AA Degree <ul style="list-style-type: none">• Team Captain- Baseball and All Conference 1978 | Fullerton, CA |

Professional Training:

- | | | |
|---------------------|---|-------------------|
| 1997 - 2008 | MSCA Training | |
| Jan-Dec 2007 | Crestcom Management Training | Irvine, CA |
| 1999 | UC Davis Management <ul style="list-style-type: none">• Principals Management Training course | Davis, CA |
| 1996 | Completed Local #250 Apprentice Program <ul style="list-style-type: none">• 5 year program while working in the HVAC trade | LA, CA |

Currently:

- Chairman Joint Journeyman/Apprentice Training Trust--Local #250
- Member of MSCA Training Committee
- Member of California UA Oversight Committee – Schedule "A"
- Active in MCAA/MSCA in training and wage issues
- Familiar with UA Locals and management policies/regulations statewide.

Summary of Work History

July 2005 – Present – Mesa Energy Systems / EMCOR Vice President of Statewide Service

- Current oversight for 38 million dollar service business in California
- Oversight of all Statewide Service Managers
- Oversight of service staff of 160 technicians
- Involved in recruiting staff throughout California
- Oversight of National/Statewide accounts
- Responsible for Statewide implementations and initiatives
- Work on Mesa's Management staff that implements Strategic Planning

Exhibit C-2

August 2004 – July 2005 – Cal Air Inc. (Family Relocation) Whittier Ca
Service Production Manager:

- Responsibility for 16 million dollar service business
- Responsible for Service Production including 85 field staff
- Prepared and generated 3 million overhead budget
- Prepared Annual Budget and P & L performance to Regional VP. Service area included – all of Southern California.
- Generated and implemented Strategic department plans and goals.

1993 – August 2004 **Cal Air Inc.** **Sacramento, CA**
Service Manager:

- Responsible for increase in sales from 1.2 million to 13 million by 2004.
- Managed Operations staff including: dispatch, billing, AR and inside sales.
- Managed an additional 80 Service Production field employees
- Generated and maintained reports for 2.5 million annual budgets.
- Reported to Regional VP on Budget and P & L performance for assigned territories of: Central California, including - Grapevine to Oregon and Santa Rosa to Reno.
- Generated and maintained short and long term strategies for department goals and implemented plans to achieve set goals.

1988 – 1993 **Comm Air** **Fresno, CA**
Service Manager:

- Managed service operations and production
- Supervised and managed 5 internal and 20 field staff

1986-1988 **Graycon Mechanical** **Rosemead, CA**
Field Technician:

- Field Service worker
- Performed service, start up for Commercial projects and assisted customers
- Attended multiple training classes for controls



RONALD HICKEY

Vice President, General Manager
EMCOR Services / Mesa Energy Systems, Inc.

EDUCATION

30 years HVAC field experience

BACKGROUND

Mr. Hickey has had experience in the installation, and service of all sizes of packaged AC equipment, air handlers, chillers, cooling towers, boilers, air compressors, EMS systems and variable speed drives. He has worked with conduit and wiring installation, panel building, ductwork sizing and engineering, duct installation, mechanical piping and general sheet metal fabrication and installation. He has experience with rigging using cranes up to 500 tons and multiple size helicopter lifting.

EXPERIENCE

EMCOR Services / Mesa	2008 – Present – Vice President / General Manager
EMCOR Services / Mesa	2005 – 2008 – Director Retrofit
Direct Air Conditioning	1994 – 2005 - Owner

Exhibit C-2



EMCOR Services Mesa Energy Systems
 4668 N Sonora Ave., #102
 Fresno, CA 93722
 T: (559) 277-7900

4.



The County of Fresno
 RFSQ No. 18-035

PROJECT KEY PERSONNEL and Background

Primary Contact	Name	Project Role	Office Phone	Office ExL	Work Cell Phone	Email	Office Location
	Allan Taylor	Branch Manager	(559) 277-7900	2208	(559) 217-3601	allan_taylor@emcorgroup.com	Fresno
	Daniel Bibioff	Service and Operatins Mngr.	(559)277-7900	2212	(559)788-7319	daniel_bibioff@emcorgroup.com	Fresno
	Rod Galvan	Sales Manager	(559) 277-7900	2205	(559) 213-8845	rod_galvan@emcorgroup.com	Fresno
X	Adam Rosh	Account Manager	(559) 277-7900	2217	(559) 536-6277	adam_rosh@emcorgroup.com	Fresno
	Sophia Oeun	Accounting & Payroll Manager	(559) 277-7900	2202	(559) 351-8744	sophia_oeun@emcorgroup.com	Fresno
	Shelly Thomas	Dispatch	(559) 277-7900	2204	(559) 805-7316	shelly_thomas@emcorgroup.com	Fresno

San Diego | Irvine | Bakersfield | Fresno | Santa Maria | San Jose | San Francisco | Sacramento
 Building Automation | Variable Frequency Drives | HVAC Retrofit | Service And Systems Maintenance

An EMCOR Group Company

Allan Taylor

Branch Manager – Central Valley Region
EMCOR Services Mesa Energy Systems
E-mail: allan_taylor@emcorgroup.com

BACKGROUND / EXPERIENCE

Mr. Taylor has over 35 years experience in the installation, design and service of HVACR systems, including hydronics, chillers, boilers, DDC controls package and zoned systems. He has over ten years of managing projects, service operations and as a general manager.

Project Management- Design, Estimate and manage up to two million dollar mechanical and control projects. Provide training and support to field personnel. Develop relationships with GC's and end users. Ensure that projects meet cost estimates and schedules.

Service Management- Manage field to ensure a high level of Safety, Technical Training, Customer Satisfaction and Productivity is met. Assist the field in providing necessary resources to complete the calls. Work with Sales and Customers to provide solutions to meet the customers' expectations.

General Management- Manage Staff to ensure that Productivity, Sales, Staffing Requirements and Profitability goals are achieved. Develop business plan and drive the plan the Staff.

Field- Service, troubleshoot, design, fabricate and install various HVAC system and components including DDC control system.

EDUCATION

US Navy "A" School, Machinist Mate- Graduated March 1978
Joint Journeyman Apprentice Training Center
JJATC Local 246, Graduated - June 1992
UA Instructor Training Program, Graduated- August 2006
Project Management, Stanford University, Completed July 1999
Johnson Controls Management and Sales Training 2003 thru 2008
Various trade and equipment specific courses 1978-2013

Additional Qualifications

UA Star Certified- AC and Refrigeration
UA Certified Instructor
Andover Controls- Infinity Programmer

EPA Universal Certification
Various OEM Certificates



Employment

EMCOR Services/Mesa Energy Systems	2010 – Present – Branch Manager
United Mechanical Inc.	2008 – 2010- Service Operations Manager
Johnson Controls Inc.	2006 – 2008- Branch Manager
Cal-Air, Inc.	2003 – 2006- Service Manager
CommAir Mechanical, Inc.	1987– 2003- Technician & Project Manager
Arctic Refrigeration, Inc.	1981– 1987- Technician & Fabricator
US Navy	1987– 1981- MM2- HVACR



Exhibit C-2



4668 N SONORA #102 • FRESNO, CA 93722 • (559) 277-7900 • FAX (559) 277-4920

ROD GALVAN

Sales Manager – Central California

EMCOR Service / Mesa Energy Systems

E-mail: rod_galvan@emcorgroup.com

BACKGROUND / EXPERIENCE

Mr. Galvan Has over 25 years experience in the HVAC/R industry with various responsibilities including management of the Central Valley Sales Team objectives and goals. In charge of new business development with emphasis on Maintenance and Service type customers. Responsibilities include working with key clients, sales personnel and other account executives in evaluating and designing energy retrofit projects, maintenance proposals and day to day service repairs.

As part of ongoing customer relationship, responsible for review of existing mechanical, electrical and control systems to make appropriate recommendations in system upgrades to improve efficiency. Project management, HVAC “dry-side” estimating on key projects such as Madera State Prison, Corocran State Prison and Kraft Plant Tulare.

Before joining EMCOR Services in 2013, past experience includes:

United McGill Corp.	1984 – 1989
BMI Mechanical Inc.	1989 – 1993
CommAir Mechanical Inc.	1993 – 2004
ACCO Engineered Systems.	2005 – 2013

With combined HVAC business experience of over 29 years.

Experience in seeking out and developing Energy efficient recommendations, payback analysis and working with utility providers to gain all rebates available to clients..

EDUCATION

Associate of Science Degree CE
Civil Engineering
San Joaquin Delta College

PROFESSIONAL ORGANIZATIONS

American Society of Heating, Refrigerating and Air Conditioning Engineers

Exhibit C-2



4668 N SONORA #102 • FRESNO, CA 93722 • (559) 277-7900 • FAX (559) 277-4920

Adam Rosh
Account Executive – Central California
EMCOR Service / Mesa Energy Systems
E-mail: adam_rosh@emcorgroup.com

BACKGROUND / EXPERIENCE

Mr. Rosh Has over 6 years experience in the HVAC/R industry with various responsibilities including management of the Central Valley Sales Team objectives and goals. In charge of new business development with emphasis on Maintenance and Service type accounts. Responsibilities include: ongoing customer support and communication with necessary parties to ensure cost and quality measures are adhered too.

As part of ongoing customer relationship, responsible for review of existing mechanical, electrical and control systems to make appropriate recommendations on system upgrades to improve efficiency and operating costs.

Before joining EMCOR Services in 2015, past experience includes:

ACCO Engineered Systems	2013 – 2015
Brott Mechanical Inc.	2010 -- 2011

Experience in seeking out and developing Energy efficient recommendations, payback analysis and working with utility providers to gain all rebates available to clients..

EDUCATION

Bachelor of Arts
Communications
California State University San Marcos

PROFESSIONAL ORGANIZATIONS

American Society of Heating, Refrigerating and Air Conditioning Engineers

Sophia Oeun

Office Manager – Fresno Office
EMCOR Services Mesa Energy Systems
E-mail: Sophia_oeun@emcorgroup.com

BACKGROUND / EXPERIENCE

Mrs. Oeun has had a combined 10 + years of experience providing administrative support up to 50 staff members in the Central Valley plus offices in other regions of California. Process strong multi-tasking skills, with ability to simultaneously manage various projects and schedules. Her roles include organizing meetings, managing inventory with Toolwatch, training and supervising staff, implementing office processes, billing, and payroll, creating Project jobs, subcontract agreements, other office procedures and processes to help expedite work and save cost.

EDUCATION

Theodore Roosevelt High School Fresno – June 1999
Fresno City Community Colleges (GED courses in business admin and law)

Licenses & Certifications – Notary Public, California (Commission expires February 22, 2022)
Authorized Duties: Certify documents, administer oaths and affirmations

EMPLOYMENT

EMCOR Service/Mesa Energy Systems, Inc.	2007 – Present
S.P Carpet Pros Petaluma, CA	2004 – 2006 (Dispatcher/Office Manager)
Renaissance Inc. Fresno, CA	2000 – 2004 (Energy Specialist Supervisor for PG&E low income assistance program)
City of Fresno Retirement	2000 – 2002 (Clerical/General Assistant – Part-time)



Exhibit C-2



EMCOR Services Mesa Energy Systems
4668 N Sonora Ave., #102
Fresno, CA 93722
T: (559) 277-7900

5.

EMCOR Mesa Energy Systems Fresno Technition Team and Background Information

Name	Years of Svc w/Mesa	Years of Svc in Trade	Technician Trade Background	Certification
Emilio Camarillo	3 Years	18 Years	HVAC Technician - Residential Installation & Heavy Industrial Commercial, Extensive Journeyman Level	Please see attached
Chris Reise	4 Years	7 Years	HVAC Technician - Residential Scroll & Commercial Services	Please see attached
Chris Zavala	6 Years	11 Years	Units, Water Cool Chiller & Heat Pumps Commercial Services	Please see attached
Sal Gonzalez	9 Years	16 Years	HVAC Technician - 6 Years Residential Services, 9 Years Commercial Services	Please see attached
Matt Rodruigez	1 Years	6 Years	HVAC Technician - Residential & Commercial Services and Light Installations	Please see attached
Jim Williams	9 Years	27 Years	General Foreman - Sheet Metal, Chillers, Pneumatics, HVAC, Refrigeration's, Controls, Electrical	Please see attached

Central Valley Region has 24 Service Technicians, 14 Retrofit Team, 20 Support Staff and 6 Sales Account Managers



Certificate of Completion

Emilio Camarillo

has successfully completed

Day 1: YT/YK Centrifugal Chillers

and is awarded this certificate by Johnson Controls

10/15/2010

Date



Certificate of Completion

Emilio Camarillo

has successfully completed

Day 2: YT/YK Centrifugal Chillers

and is awarded this certificate by Johnson Controls

10/15/2010

Date



Certificate of Completion

Emilio Camarillo

has successfully completed

Centrifugal Chillers Training

and is awarded this certificate by Johnson Controls

7/31/2009

Date



Certificate of Completion

Emilio Camarillo

has successfully completed

YT/YK Centrifugal Chillers

and is awarded this certificate by Johnson Controls

10/15/2010

Date



Certificate of Completion

This certifies that

Emilio Camarillo

has successfully completed a course on:

Compressors Tear Down Seminar

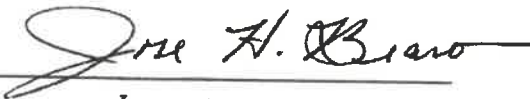
sponsored by

Refrigeration Supplies Distributor

this **5th** *day of* **Feb** *20* **08**

presented by

RSD / Total Control



Instructor



RSD / Total Control Director



Certificate of Completion

Emilio Camarillo

has successfully completed

***Small Tonnage Chillers - Overview
Final Quiz***

and is awarded this certificate by Johnson Controls

9/13/2010

Date



Certificate of Completion

Emilio Camarillo

has successfully completed

Small Tonnage Chillers - Overview

and is awarded this certificate by Johnson Controls

9/13/2010

Date



Certificate of Completion

Emilio Camarillo

has successfully completed

***Small Tonnage Chillers - Overview
Final Quiz***

and is awarded this certificate by Johnson Controls

9/13/2010

Date



Certificate of Completion

Emilio Camarillo

has successfully completed

***Active Magnetic Bearing System
Operation***

and is awarded this certificate by Johnson Controls

6/11/2011

Date



Certificate of Completion

Emilio Camarillo

has successfully completed

***Maintaining an Active Magnetic
Bearing (AMB) System***

and is awarded this certificate by Johnson Controls

6/11/2011

Date



Certificate of Completion

Emilio Camarillo

has successfully completed

***Advantages of Permanent Magnet
Motors***

and is awarded this certificate by Johnson Controls

6/11/2011
Date



Certificate of Completion

Emilio Camarillo

has successfully completed

***Maintain and Repair an Active
Magnetic Bearing System***

and is awarded this certificate by Johnson Controls

6/11/2011

Date



Certificate of Completion

Emilio Camarillo

has successfully completed

VSD Basics Training

and is awarded this certificate by Johnson Controls

4/29/2009

Date

Educational Services



CERTIFICATE OF COMPLETION

Chris Reise

Has Successfully Completed

Residential Scroll

On March 20, 2013

Conducted in Fresno, CA

and is hereby awarded 0.4 CEUs



Director, Educational Services



EMERSON
Climate Technologies

Exhibit C-2

esco institute

Program EPA Approved
December 28, 1993



EPA Certified

CERTIFICATE NO. 544195263816

NAME: CHRISTOPHER F. REISE

has been certified as a

UNIVERSAL

technician as required by 40CFR part 82 subpart F.



Certificate of Achievement Christopher Reise



has qualified as a

STAR HVACR Mastery

who has successfully fulfilled the conditions of eligibility in accordance

with procedures formulated and approved by the

National Inspection Testing Certification Corporation Committee.

In Witness Whereof, the undersigned

Have affixed their signatures

William P. Hire

William P. Hire
General President
United Association

Christopher Haslinger

Christopher Haslinger
Director of Training
United Association

Michael T. Massey

Michael T. Massey
Executive Vice President
National Inspection Testing Certification

Granted On: 05/12/2016
Valid Until: 05/12/2021
Certification #: 12888820



TOTAL CONTROL

a Division of **RSD**

BACnet MS/TP Introduction to PCG Configuration/Engineering Course 301

CHRIS REISE



B. Verdes P

Instructor

M. D. L.

Manager, TOTAL CONTROL

JANUARY 12, 2016

Date

Certificate of Completion

This Certificate Is Awarded To

Chris Zavala

Emcor

This certifies sixteen hours of the Boiler Operator's Workshop conducted by R.F. MacDonald Co. and John Crane, Inc. was completed on October 21 & 22, 2014.

The sixteen hours can be applied towards CWEA Contact Hours - Ref #090318 and 1.0 point towards AFE (Association for Facilities Engineering) continuing education.



Bruce McDaniel

Bruce McDaniel

R.F. MacDonald Co.



R.F. MacDonald Co.

Your boiler & pump solutions team

Contractor Safety Orientation

CHRISTOPHER M ZAVALA



Expires: 1/17/2013 N14576 PASPX229



**San Joaquin Valley Business Unit
Business Partner Orientation Card**

(Name) Chris Zavala

The above named has received the Visitor/Business Partner HES orientation for the areas shown on the reverse side of this card. The Orientation Program consists of three levels: 1) A general orientation for all SJVBU field presence and a general check-in at each field, 2) a site-specific orientation at designated facilities, and 3) the ongoing communication of safety requirements and recognized potential job or worksite hazards. The general and site-specific orientations are documented on this card.

RAYPAK FACTORY TRAINING

**VERSA IC® CONTROL
SEPTEMBER 25, 2015
WHERE AS
CHRIS ZAYALA**

HAVING SUCCESSFULLY COMPLETED A COMPREHENSIVE TRAINING PROGRAM IN APPLICATION,
INSTALLATION, PROGRAMMING AND TROUBLE-SHOOTING OF THE
VERSA IC® AND PROTONODE GATEWAY USED WITH
RAYPAK BOILERS AND WATER HEATERS,

IS HEREBY DESIGNATED AS A FACTORY TRAINED TECHNICIAN OF
THE RAYPAK BOILER TRAINING UNIVERSITY, LOCATED AT
RAYPAK HEADQUARTERS, 2151 EASTMAN AVENUE, OXNARD, CA 93030



**BOB NYLAND
NATIONAL COMMERCIAL TRAINER**



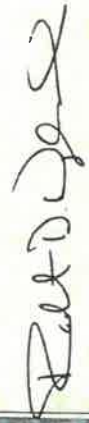
**STEVE THURLKILL
NATIONAL SALES MANAGER**

RAYPAK FACTORY TRAINING

**ADVANCED LOW NO_x SYSTEMS
MVB AND XTHERM BOILERS AND WATER HEATERS
SEPTEMBER 24, 2015
WHERE AS
CHRIS ZAVALA**

**HAVING SUCCESSFULLY COMPLETED A COMPREHENSIVE TRAINING PROGRAM IN THEORY,
APPLICATION, INSTALLATION, TROUBLE-SHOOTING AND START-UP OF THE
MVB AND XTHERM LOW NO_x BOILERS AND WATER HEATERS
AND THE
TEMPTRACKER MOD DIGITAL CONTROLLER,**

**IS HEREBY DESIGNATED AS A FACTORY TRAINED TECHNICIAN OF
THE RAYPAK BOILER TRAINING UNIVERSITY, LOCATED AT
RAYPAK HEADQUARTERS, 2151 EASTMAN AVENUE, OXNARD, CA 93030**



**BOB NYLAND
NATIONAL COMMERCIAL TRAINER**



**STEVE THURLKILL
NATIONAL SALES MANAGER**

RAYPAK FACTORY TRAINING

ADVANCED LOW NO_x SYSTEMS XFYRE BOILERS AND WATER HEATERS

SEPTEMBER 23, 2015
WHERE AS
CHRIS ZAVALA

HAVING SUCCESSFULLY COMPLETED A COMPREHENSIVE TRAINING PROGRAM IN THEORY, APPLICATION, PROGRAMMING, INSTALLATION, TROUBLE-SHOOTING AND START-UP OF THE

XFYRE LOW NO_x BOILER AND WATER HEATERS

IS HEREBY DESIGNATED AS A FACTORY TRAINED TECHNICIAN OF
THE RAYPAK BOILER TRAINING UNIVERSITY, LOCATED AT
RAYPAK HEADQUARTERS, 2151 EASTMAN AVENUE, OXNARD, CA 93030



BOB NYLAND
NATIONAL COMMERCIAL TRAINER



STEVE THURLKILL
NATIONAL SALES MANAGER



Exhibit C-2



Certificate of Completion

Presented to:

Sal Gonzales

*in recognition of completing factory training on AAON
Air Conditioning Equipment and becoming a
Factory Trained Service Technician*

Issued this 30th day of October, 2012 at AAON, Inc., Tulsa, Oklahoma



Billy A

Billy Strength, Instructor

Contractor Safety Orientation

SALVADOR Y GONZALEZ



Expires: 1/23/2013 S25282 PASPYX239



San Joaquin Valley Business Unit
Business Partner Orientation Card
(Name) Salvador Gonzalez

The above named has received the Visitor/Business Partner HES orientation for the areas shown on the reverse side of this card. The Orientation Program consists of three levels: 1) A general orientation for all SVBU field presence and a general check-in at each field, 2) a site-specific orientation at designated facilities, and 3) the ongoing communication of safety requirements and recognized potential job or worksite hazards. The general and site-specific orientations are documented on this card.

Exhibit C-2

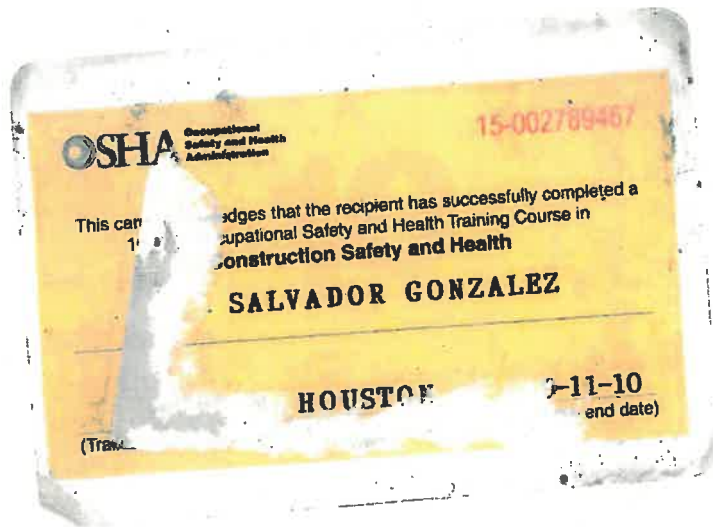
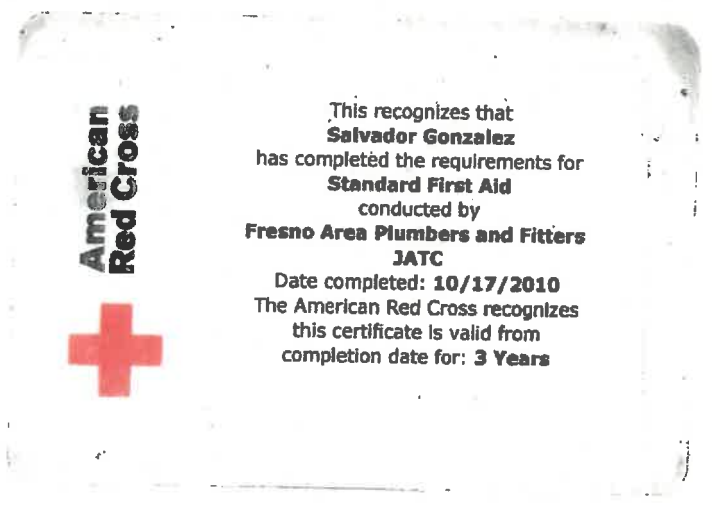
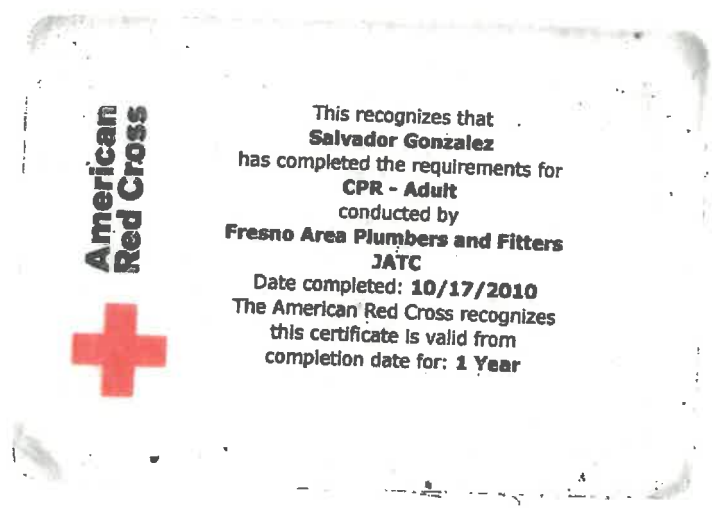


Exhibit C-2



Certificate of Completion

Presented to

JIM WILLIAMS

For successfully completing all training sessions and coursework and demonstrating performance excellence during

MSCA'S Service Managers Training Program

September 9-12, 2013 – Scottsdale, AZ

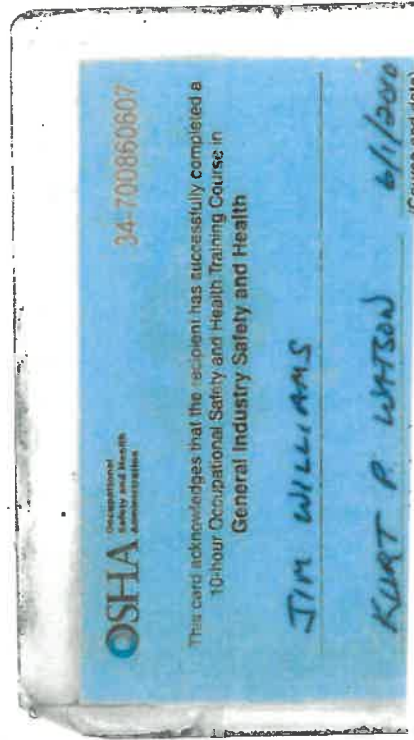


A handwritten signature in blue ink, appearing to read "Barbara A. Dolim".

Barbara A. Dolim
MSCA Executive Director

A handwritten signature in blue ink, appearing to read "Nancy Baddy".

Nancy Baddy
Program Leader



OSHA
Occupational Safety and Health
Administration

34-700860607

This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
General Industry Safety and Health

JIM WILLIAMS

KURT P. WATSON

6/1/2000

(Course and date)



Certificate of Completion

The Trane Company
certifies that

Jim Williams

has satisfactorily completed

CentraVac® Mechanical Service

... a technical training class held in La Crosse, WI, instructed by Trane
Commercial Systems - Technical Service Training.



Ellen Zosler

Training Administrator - Trane Commercial Systems

Course Completed - December 1, 2006



Certificate of Completion


The Trane Company
certifies that

James Williams

has satisfactorily completed

**Technician Academy Week 1
Advanced Systems**

*a technical training class held in La Crosse, WI, instructed by Trane America's
Service's Technical Training*


Training Manager, Trane America's Service's Technical Training


Training Manager, Trane America's Service's Technical Training

February 19-23, 2007
Course Dates



This is to Certify that

Jim Williams

has successfully completed a course of training in

Centrifugal System Theory and Application

This 8th *Day of* December 1955

Len Schmitt
DIRECTOR OF TRAINING
Ft. Belvoir, WA
Nov. 27 - Dec. 8, 1955

11/10/2008 08:18 PM 8/24809/1

005/005

11/10/2008 08:18 PM 8/24809/1



Jim Williams

has successfully completed a course of training in

Centrifugal Chiller Maintenance & Repair

This " 15th Day of December 2000

M. Don Doyle

Training Manager
Stanton, VA
Dec. 4 - 15, 2000

Certificate of Completion

Presented to

JIM WILLIAMS

For successfully completing all training sessions and coursework and demonstrating performance excellence during

*MSCA'S Growing and Developing Service Supervisors
Program*

April 23-25, 2015 – Milwaukee, WI




Barbara A. Dolim
MSCA Executive Director



Certificate of Completion

The Trane Company
certifies that

Jim Williams

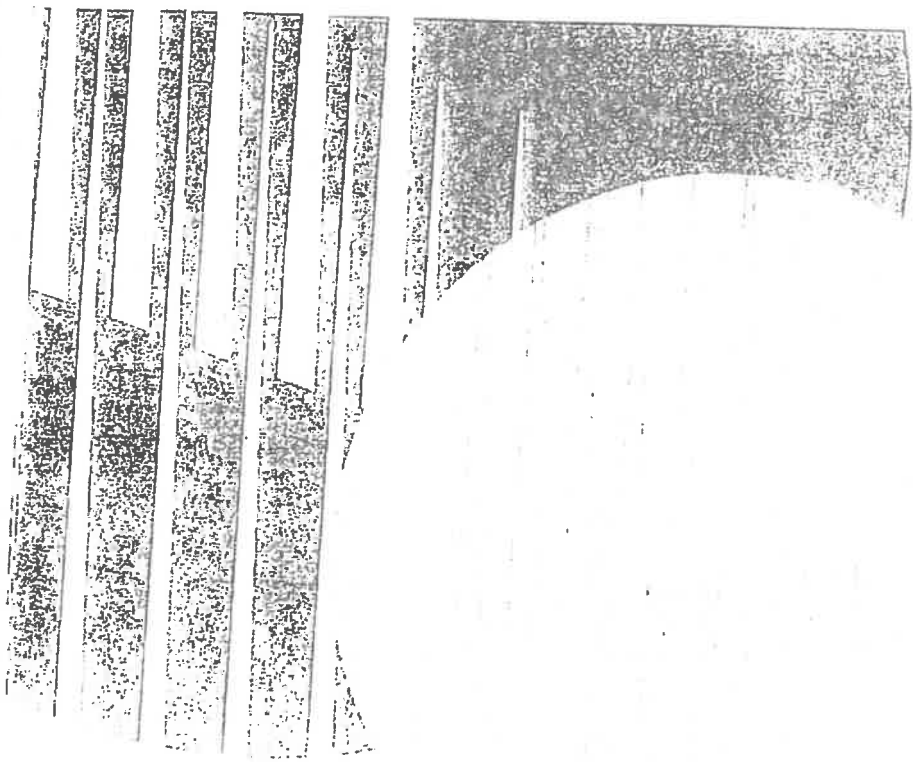
has satisfactorily completed

CentraVac® Mechanical Service

*... a technical training class held in La Crosse, WI, instructed by Trane
Commercial Systems - Technical Service Training.*

Blair Walker
Training Administrator - Trane Commercial Systems

Course Completed - December 1, 2006




ESCO INSTITUTE
U.S. Patented 12/28/93

CERTIFICATE NO: 5519388120598
NAME: JAMES R WILLIAMS

has been certified as a **UNIVERSAL**
 technician as required by
 40 CFR part 82 subpart F 09/10/98



EMCOR Services Mesa Energy Systems
4668 N Sonora Ave., #102
Fresno, CA 93722
T: (559) 277-7900

6.

EMCOR/MESA OVERVIEW

EMCOR Services Mesa Energy Systems (EMCOR/Mesa) is a wholly owned subsidiary of EMCOR Group, Inc. EMCOR Group is a Fortune 500 global leader in mechanical and electrical construction, energy, and facilities services. FORTUNE Magazine recently announced its "2011 Fortune's Most Admired Company's" and EMCOR is again ranked #1 as the World's Most Admired Company in the Engineering and Construction Category. This is the third consecutive year as #1 in the World and the fourth consecutive year as #1 in America.

EMCOR/Mesa is a licensed HVAC maintenance, service, building automation, and retrofit contracting company, headquartered in Irvine, California. We have 12 offices covering Southern and Northern California, Nevada and Arizona. The recent demands of the marketplace have transformed us into an Energy Solutions Company, assisting our customers in achieving optimal building energy performance, using improved maintenance, ongoing retrofit, and ongoing commissioning resulting in favorable ROI energy retrofits.

Collectively, EMCOR/Mesa has completed more than 50,000 mechanical and BAS-type projects nationwide, including more than 500 projects for buildings in Southern California that have in excess of 500,000 square feet, including our work at the City National Plaza, Ernst and Young Towers, 201 / 221 N. Figueroa, The Federal Courthouse, and the 1100 Wilshire Federal Building—all in Los Angeles—all occupied.

Since our inception in 1983, EMCOR/Mesa has remained steadfast in our commitment to exceptional safety standards and quality construction. We have earned a reputation for providing value to our many satisfied customers through high-quality services, and efficient, cost-effective, customized retrofit solutions.

To meet these challenges, EMCOR/Mesa has assembled a team with outstanding capabilities and reputations for ethical business practices; assigned our most experienced and talented project management and support staff; and developed an approach that delivers best-value to the Irvine Unified School District on this critical contract.

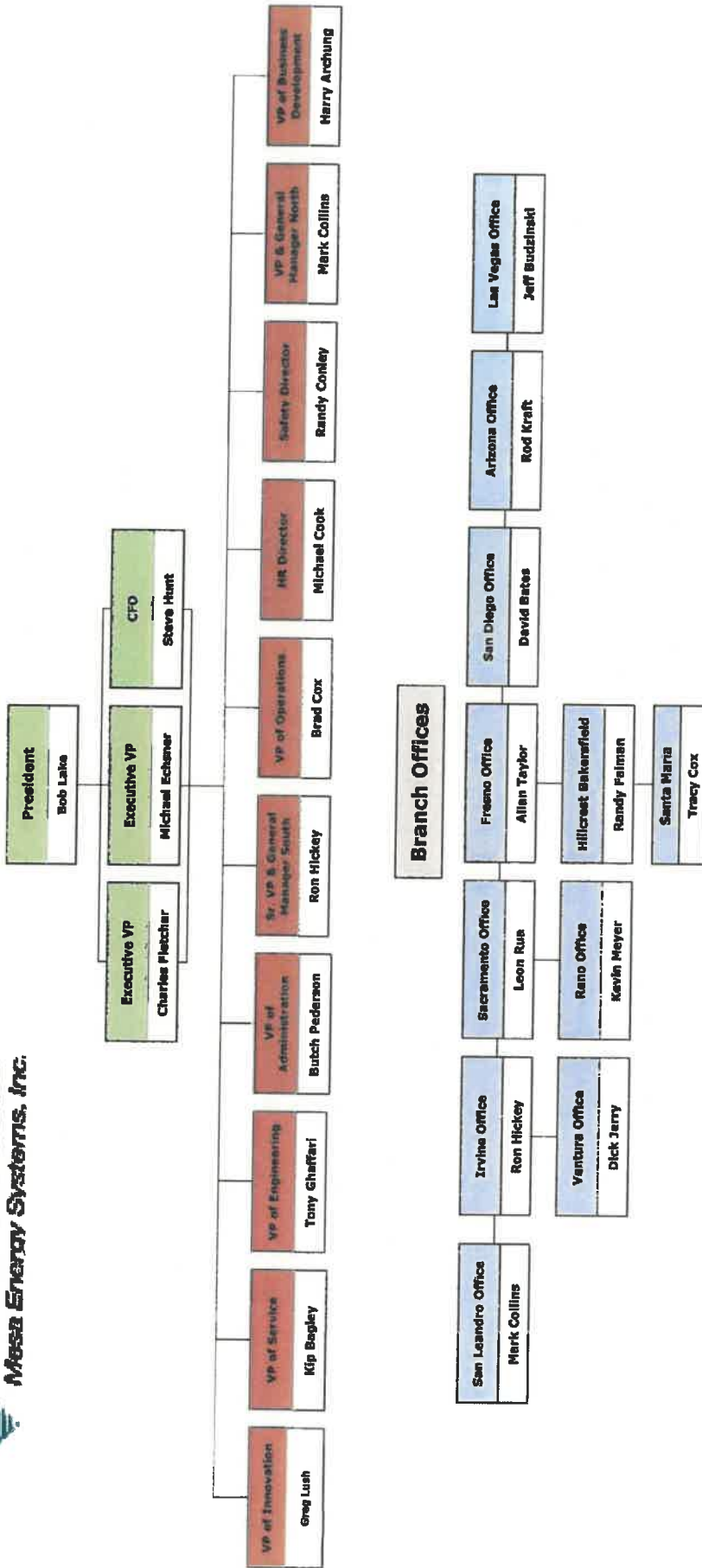
A graphic titled "SERVICES PROVIDED:" listing various services. The list includes: HVAC Service & Retrofit, Central Plant Optimization, Energy Analysis, DDC Controls, Variable Frequency Drives, Building Automation, Operations & Maintenance, Demand Response, and Smart Grid. The graphic also features a small image of a modern building, the website address www.emcorenergy.com, and several smaller images of industrial and commercial buildings.

Exhibit C-2



EMCOR Services Mesa Energy Systems
4668 N Sonora Ave., #102
Fresno, CA 93722
T: (559) 277-7900

7. Organizational Chart:



EMCOR Services/Mesa Energy Systems
 EMCOR Services/Mesa Energy Systems is an HVAC and Energy Solutions Company that provides innovative maintenance, service, retrofit, automation, refrigeration, general construction and related technical services in new and existing facilities. Our goal is to help our customers enhance and operate their facilities as efficiently as possible. We must continue to inform our customers on new and emerging technologies. Our solutions will result in meeting the challenges of managing energy demands and government regulations. Customer Service, innovation, quality and sense of urgency are the reasons that our customers use our services. We must strive to realize our vision by serving our customers and each other with the highest integrity and ethical business practices. Maintaining our positive, family comes first, work hard and play hard culture is paramount to our continued pursuit of excellence. MESA will remain "the place to work".

Exhibit C-2



EMCOR Services Mesa Energy Systems
4668 N Sonora Ave., #102
Fresno, CA 93722
T: (559) 277-7900

8.

Partners in the local market

- City of Clovis
- Starpoint Towers
- Univision Fresno
- Fresno Chaffee Zoo
- Tutelian & Co. (1401 Fulton St. and Park Place)
- Grundfos Pumps
- Civic Center Square
- San Joaquin Gardens
- Fresno Central Unified School District
- Kaweah Delta Healthcare District



Exhibit C-2



EMCOR Services Mesa Energy Systems
4668 N Sonora Ave., #102
Fresno, CA 93722
T: (559) 277-7900

9.

PM CONTRACT REFERENCES

TYPE PM	CUSTOMER	ADDRESS	CONTACT	PHONE
FULL COVERAGE	CITRIX	7408 HOLLISTER AVE, GOLETA	DUAN HARRION	(805) 690-6485
FULL COVERAGE	BRUKER	112 ROBIN HILL ROAD, SANTA BARBARA	KEVIN ROBERTSON	(805) 967-1400
FULL COVERAGE	AERA ENERGY LLC- HQ	10000 MING, BAKERSFIELD	TOM HARLAN	(661) 665-5500
STANDARD	COUNTY OF SAN LUIS OBISPO	1087 SANTA ROSA ST, SAN LUIS OBISPO	KEN MEICHTRY	(805) 781-5121
STANDARD	THE CALIFORNIAN	851 VAN NESS AVE, FRESNO	TRUDY MOXLEY	(559) 485-8190
STANDARD	MERCED COLLEGE	3600 M STREET, MERCED	GILL TREJO	(209) 480-5248
STANDARD	TUTELIAN & CO.	1401 Fulton St., FRESNO	Cliff Tutelian	(559) 224-1592
STANDARD	CIVIC CENTER SQUARE	906 N St. #200, FRESNO	Michele Tutelian	(559) 485-4700
STANDARD	San Joaquin Gardens	5555 N Fresno St.	Tom Walls	(559) 435-1999
STANDARD	VISALIA UNIFIED	4 SCHOOL SITES	DENNIS ADAMSON	(559) 730-7589
STANDARD	RABOBANK- AAA PROPERTIES	ALL CENTRAL CALIFORNIA BRANCHES	STEVE CHRISTOPULIS	(916) 334-9000

In the Central California Region we have 130 Customers under maintenance agreements with 275 sites. These references available upon request.

Exhibit C-2



EMCOR Services Mesa Energy Systems

4668 N Sonora Ave., #102

Fresno, CA 93722

T: (559) 277-7900

10.

Exhibit C-2



REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. 18-035

COUNTY OF FRESNO

HVAC PARTS, SERVICE AND
REPAIRS

Issuance Date: March 15, 2018

Closing Date: April 6, 2018 at 2:00 PM

Submittals: Submit RFSQ response electronically on the Bid Page at Public Purchase.

Clarifications: All questions and clarifications must be submitted on the Bid Page at Public Purchase before **10:00 AM on March 23, 2018.**

In the event that it becomes necessary to revise any part of this RFSQ, addenda will be posted to Public Purchase and all agencies and organizations that received the basic RFSQ will be notified.

Cost Limit for Agreement(s): \$2,500,000.00

Mesa Energy Systems, Inc.

Organization

Adam Rosh

Executive Sales Representative

Individual/Contact Person

Title

4668 N. Sonora Ave. Ste. 102

Street Address/P.O. Box

Fresno

CA

93722

City

State

Zip Code

(559) 277-7900

(559) 277-4920

adam_rosh@emcorgroup.com

Telephone

Fax Number

E-Mail Address

Purchasing Use: BH:st

ORG/Requisition: 8935 / 1321801109

Exhibit C-2

RFSQ No. 18-035

TABLE OF CONTENTS

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I. INTRODUCTION AND OVERVIEW	3
II. SCOPE OF WORK.....	3
III. AGREEMENT TERM.....	5
IV. SB 854/PREVAILING WAGE	5
V. INSURANCE REQUIREMENTS.....	6
VI. SOQ SUBMITTAL REQUIREMENTS	7
VII. SELECTION PROCEDURE	9
VIII. APPEALS.....	9

Attachment:

- A. ***Board of Supervisors' Master Agreement or ***Procurement Master Agreement

Exhibit C-2

RFSQ No. 18-035

I. INTRODUCTION AND OVERVIEW

The County of Fresno on behalf of the Internal Services Department, Facility Services Division is primarily seeking qualified Contractors to provide HVAC Parts, Service, and Repairs on an "as-needed" basis at various locations in Fresno County, and may include, but is not limited to, fabricating, installing, cleaning, maintaining, servicing, recharging, and inspecting warm-air heating systems, water-heating pumps, ventilating systems, chillers, cooling towers, and air-conditioning systems, and all other work and equipment associated with these systems. Vendors must possess the correct contractor's license for the type of work they perform.

The requested services will be performed on an "as-needed" basis. Contractors who can demonstrate experience, expertise and quality of work may be awarded a master agreement for a term of up to 3-years with two optional 1-year extensions. HVAC parts and equipment will be purchased on an "as-needed" basis. The County spends approximately \$500,000 annually on parts and services.

It is the intent of the County to engage several contractors under one master agreement to provide the professional services described herein.

Contractors and all sub-contractors who perform work must comply with all DIR requirements.

The County reserves the right, at its sole discretion, to terminate this RFSQ process or negotiations with a selected Contractor and either perform the work with its staff or begin a new RFSQ process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFSQ, or to the selected Contractor(s) prior to Board of Supervisors' approval of a Contractor services agreement.

II. SCOPE OF WORK

A. General – Contractor shall provide parts, services, and repairs on an "as-needed" basis to HVAC and related systems at various County locations. The County operates HVAC equipment from manufacturers that include but are not limited to Carrier, Goodman, Lennox, Mcquay, Rheem, Ruud, Trane, and York.

Parts – The Contractor shall provide parts and materials on an "as-needed" basis. Parts may be ordered for delivery to County facilities or picked-up in store by County staff. The County may from time to time, request to see the list/catalog pricing to verify charges, and the Contractor shall comply.

Service – The Contractor shall perform services and repairs on an "as-needed" basis to HVAC and related systems at various locations in Fresno County, and may include, but is not limited to, fabricating, installing, cleaning, maintaining, servicing, recharging, and inspecting warm-air heating systems, water-heating pumps, ventilating systems, chillers, cooling towers, and air-conditioning systems, and all other work and equipment associated with these systems.

B. Qualifications

The Contractor shall possess the necessary contractor's license required for the type of work requested (C-20 for HVAC related work, C-36 for Plumbing, etc.), and be capable of providing the services requested, in compliance with rules and regulations of all applicable codes. All Contractors and sub-contractors are expected to possess the appropriate license for the project in accordance with current regulations and statues. All technicians who perform work must possess a minimum of journeyman level experience. All apprentices or helpers must be supervised.

All personnel performing work on HVAC equipment and related systems shall be appropriately certified to work on that particular equipment.

Exhibit C-2

RFSQ No. 18-035

The Contractor must have an established local presence within the County of Fresno or can demonstrate they can meet all the required response times in accordance with **Section II. Scope of Work, E. Response** within this Request for Statement of Qualifications.

C. Materials and Workmanship

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.

D. Scheduling of Work

A regular County workweek shall be Monday through Friday 8:00 am to 5:00 pm.

All work must be approved by the Facility Services Manager or their designee before work can begin. Contractors responding to a service request shall report to the building manager prior to beginning work, and at the completion of work.

E. Response

The Contractor may be required to respond to emergency service calls, during and after business hours. Details regarding each emergency request will be relayed at the time of call. The Contractor shall acknowledge within 30 minutes if the request can be fulfilled, or the request will be sent to another Contractor.

Level I – Require onsite response within (1) hour or less of Contractor acknowledgment.

Level II – Requires onsite response within (4) hours or less of Contractor acknowledgment.

Level III – Requires onsite response at 7:00 AM, the next normal working day.

Contractor shall inform County of any expected arrival delays. The County reserves the right to send the request to another Contractor should the response level not be met.

F. Compensation

Parts and materials shall be charged as quoted in **Appendix A – Pricing**.

Service work shall be charged as "Time and Materials" at rates quoted in **Appendix A – Pricing**. Time will be billed for actual time worked.

G. Invoicing

All invoices shall be provided to the Facility Services Manager or their designee for approval. Invoices at a minimum shall include:

- Date of service, Time of arrival/departure, Hours of service
- Name of technician providing the service
- Description of equipment serviced, Location of equipment, Building number
- Type of service (repair, maintenance, new install)
- Action taken
- Parts utilization
- Status of service
- Printed name of County representative authorizing the work

Exhibit C-2

RFSQ No. 18-035

III. AGREEMENT TERM

The term of the Agreement will be three (3) years, unless prior to its expiration its term is extended in writing, for no more than two additional one-year terms, by mutual consent of the Director or his/her designee and the Contractor(s). The maximum total contract amount is \$2,500,000.

Total fees paid to the each contractor will be dependent upon the bid provided by contractor. Please note that there are no assurances of any work for qualified vendors during the term of the Agreement and that the County guarantees no minimum amount to each qualified vendor.

Where specific functions are required by law to be performed by the County or where specific functions are listed in the Agreement as to be performed by the County, County staff will perform the actual work function.

IV. SB 854/PREVAILING WAGE

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

Exhibit C-2

RFSQ No. 18-035

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.

V. INSURANCE REQUIREMENTS

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

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

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

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

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

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for

Exhibit C-2

RFSQ No. 18-035

all of the foregoing policies, as required herein, to the **County of Fresno, Facility Services, Attn: Facility Manager, 4590 E. Kings Canyon Road, Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

VI. SOQ SUBMITTAL REQUIREMENTS

The submittal shall be in two (2) parts.

- A. The submittal will enable the Selection Committee to appraise the general competence and qualifications of the appraisal firms. Please provide the listed information in the following sequence:
 1. Firm name, address and phone number
 2. Type of organization (sole-proprietorship, partnership, or corporation)
 3. Firm principals who will be responsible for the project, and their educational background, credentials, training and experience
 4. Key personnel (including all proposed sub-contractors, if applicable) who will work on the project with their educational background, credentials, training and experience on comparable projects
 5. List of current staff, including job classification
 6. Firm qualifications
 7. Firm organization chart
 8. List current projects or commitments for similar services in your office
 9. List the name and phone number of at least five relevant client references
 10. Appendix A – Pricing (as provided)

Exhibit C-2

RFSQ No. 18-035

B. Bidder to Complete:

1. 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. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

NONE

2. Contractors License:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes. Possession of minimum five (5) years experience in performing the services being requested.

The bidder shall possess a current State of California contractor's License, Class C-20 for HVAC, C-36 for plumbing, etc., or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-20 or C-36, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: 611215 B, C-4, C-10, C-20, C-36, C-38, C-46

Date of Issue: 1/27/1991

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

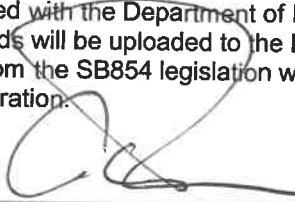
Public Contract Code Section 7028.15: Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

Exhibit C-2

RFSQ No. 18-035

3. 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)

General Branch Manager

Title

1000002425

DIR Number

DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ

VII. SELECTION PROCEDURE

A Selection Committee (hereinafter referred to as "the Committee") will be formed to evaluate the SOQs and to make recommendations. The Committee will consist of representatives of the Department. The Committee will screen the SOQs to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission.

The Committee will address the following criteria in its evaluations of the SOQs:

- A. Bidder is qualified to provide the requested services.
- B. Bidder demonstrates experience in the requested services.
- C. Bidder is capable of providing the requested services.

The County reserves the right to conduct a background inquiry of each proposer 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 SOQ to the County, the proposer 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.

VIII. 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 RFSQ. 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. Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

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

Exhibit C-2

RFSQ No. 18-035

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

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

Exhibit C-2

RFSQ No. 18-035

Appendix A - Pricing

Parts and Materials – Please list how the county will be charged for parts and materials.

(For example, "list -10%, list +10%, cost +/- %)

Please attach additional documents if necessary.

COST X 1.25
TRUCK CHARGE - \$45.00
LEAK CHECK - \$40.00, VACUUM CHARGE - \$40.00, RECOVERY CHARGE - \$85.00, CO2 - \$35.00
WELDING CHARGE - \$80.00, SPECIALTY TOOL CHARGE - \$100.00, NITROGEN USAGE - \$40.00
COIL CLEANING - \$45.00, MISC COPPER, ELECTRICAL, HARDWARE, CONSUMABLES - \$35.00
AFTER HOURS EME VENDOR OPEN FEE - \$150.00/AFTER HOURS ADMIN FEE - \$50.00

Time – Please describe how the County will be charged on an hourly basis.

Please attach additional documents if necessary.

	Days (ex. Mon-Fri)	Times (ex. 8am – 4pm)
Regular Time:	MONDAY - FRIDAY	7:30 AM - 4:30 PM
Over Time:	MONDAY - FRIDAY AFTER HOURS	4:30 PM
	SATURDAY - OVERTIME (Only for first 8 hours anything over is Doubletime)	
	SUNDAY - DOUBLETIME	
Other: (describe)	HOLIDAY'S - DOUBLETIME	

	Regular Pay	Overtime Pay 1.35%	Other: (describe) 1.70%
Master Level Technician	\$131.00	\$176.85	\$222.70
Journeyman Level Technician	\$113.00	\$152.55	\$192.10
Apprentice/Helper	\$104.00	\$140.40	\$176.80

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFSQ NUMBER: 18-035
HVAC PARTS, SERVICE AND REPAIRS

Issue Date: March 27, 2018

CLOSING DATE: APRIL 6, 2018 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact **Bryan Hernandez** at (559) 600-7110.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 18-035 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR STATEMENT OF QUALIFICATIONS.

➤ **QUESTIONS AND ANSWERS**

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFSQ 18-035

COMPANY NAME:

MESA ENERGY SYSTEMS

(PRINT)

SIGNATURE:



NAME & TITLE:

ALLAN TAYLOR - BRANCH MANAGER

(PRINT)

Purchasing Use: BH:yj

ORG/Requisition: 8935 / 1321801109

Exhibit C-2

Addendum No. ONE (1)

Request for Statement of Qualifications Number: 18-035

March 27, 2018

Page 2

QUESTIONS AND ANSWERS

Q1. Do bidders submit all bid responses online? In the SOQ (page 7, VI.) it states bids will be submitted in 2 parts. Please specify how you would like the (2) parts submitted. Qualifications as one upload/file and pricing as the other upload/file?

A1. All bid responses are to be submitted online through Public Purchase. You can submit one file as long as it has the information required in parts A and B of Section VI and with the Pricing.

Q2. Are you requiring to have a C-20 AND C-36 or a C-20 OR a C-36?

*A2. Vendors are only required to possess the appropriate license for the type of work they will perform. Vendors may have either a C-20 for HVAC or a C-36 for Plumbing for the specific services they will perform according to section II. **Scope of Work under Service.** If other than a C-20 or a C-36, the bidder must explain, why his/her license(s) is acceptable in performing the requested work.*

For example, if a vendor is only providing HVAC services, then they must have a C-20 license. If a vendor is only providing Plumbing services, then they must have a C-36 license. If a vendor is providing both services, then they must have both a C-20 and C-36 licenses.

Q3. The RFSQ N. 18-035 references attachment A Board of Supervisors' Master Agreement or Procurement Master Agreement. I'm not able to find the attachment online. Where can I get the attachment A?

A3. Please disregard the following on page 2 Table of Contents of the RFSQ:

Attachment:

*****Board of Supervisors' Master Agreement or ***Procurement Master Agreement**

There is no attachment for this RFSQ.

Exhibit C-3

Exhibit C-3



2731 S. Cherry Ave.
Fresno, CA 93706
(559) 268-7375
www.nesm.com

April 6, 2018

The County of Fresno
Internal Services Department-Facilities Services Division
4525 E. Hamilton Avenue
Fresno, CA 93702-4599

Attention: Bryan Hernandez
Purchasing Technician

Project: Number 18-035: HVAC Parts, Service and Repairs

Subject: Request for Statement of Qualifications (RFSQ)

Mr. Hernandez,

New England Sheet Metal and Mechanical Co. is pleased to provide for your consideration our response to the above mentioned RFSQ. Our team is exceptionally qualified to be the selected Contractor for HVAC parts, service and repair work for Fresno County.

If you have any questions or need clarifications please contact Matt Grabowski (559-268-7375 or 559-779-5814 cell).

Sincerely,

A handwritten signature in blue ink that reads 'John D. Sloan'.

John D. Sloan
President

Corporate Office: P.O. Box 4287, Fresno, CA 93744

Fresno
(559) 268-7375

Bakersfield
(661) 387-1600

West Sacramento
(916) 375-1833

Temecula
(951) 973-7393

Exhibit C-3



REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. 18-035

COUNTY OF FRESNO

HVAC PARTS, SERVICE AND
REPAIRS

Issuance Date: March 15, 2018

Closing Date: April 6, 2018 at 2:00 PM

Submittals: Submit RFSQ response electronically on the Bid Page at Public Purchase.

Clarifications: All questions and clarifications must be submitted on the Bid Page at Public Purchase before **10:00 AM on March 23, 2018.**

In the event that it becomes necessary to revise any part of this RFSQ, addenda will be posted to Public Purchase and all agencies and organizations that received the basic RFSQ will be notified.

Cost Limit for Agreement(s): \$2,500,000.00

New England Sheet Metal and Mechanical Co.

Organization

John D. Sloan

President

Individual/Contact Person

Title

2731 S. Cherry Avenue/P.O. Box 4287

Street Address/P.O. Box

Fresno

CA

93706/93744

City

State

Zip Code

(559) 268-7375

(559) 268-5018

jsloan@nesm.com

Telephone

Fax Number

E-Mail Address

Purchasing Use: BH:st

ORG/Requisition: 8935 / 1321801109

Exhibit C-3

Part A, Item 1:
Firm Name, Address and
Phone Number

Exhibit C-3

Project: Number 18-035: HVAC Parts, Service and Repairs
SOQ Submittal Requirements

Subject: Part A, Item 1: Firm name, address and phone number

New England Sheet Metal and Mechanical Co.
2731 S. Cherry Avenue
Fresno, California 93706
Office: (559) 268-7375
Fax: (559) 268-5018

Exhibit C-3

Part A, Item 2:
Type of Organization

Exhibit C-3

Project: Number 18-035: HVAC Parts, Service and Repairs
SOQ Submittal Requirements

Subject: Part A, Item 2: Type of Organization

Type of Organization – Corporation (see attached California Secretary of State Statement of Information)



Secretary of State
Statement of Information **34**
 (California Stock, Agricultural
 Cooperative and Foreign Corporations)

SI-550

FILED
 Secretary of State
 State of California
OCT 19 2017

IMPORTANT — Read instructions before completing this form.

Fees (Filing plus Disclosure) – \$25.00;

Copy Fees – First page \$1.00; each attachment page \$0.50;
 Certification Fee - \$5.00 plus copy fees

1. Corporation Name (Enter the **exact** name of the corporation as it is recorded with the California Secretary of State. Note: If you registered in California using an assumed name, see instructions.)

New England Sheet Metal and Mechanical Co

This Space For Office Use Only

2. 7-Digit Secretary of State File Number

C1129800

3. Business Addresses

a. Street Address of Principal Executive Office - Do not list a P.O. Box 1210 W. Olive Avenue	City (no abbreviations) Fresno	State CA	Zip Code 93728
b. Mailing Address of Corporation, if different than Item 3a P.O. Box 4376	City (no abbreviations) Fresno	State CA	Zip Code 93744
c. Street Address of Principal California Office, if any and if different than Item 3a - Do not list a P.O. Box 1210 W. Olive Avenue	City (no abbreviations) Fresno	State CA	Zip Code 93728

4. Officers

The Corporation is required to list all three of the officers set forth below. An additional title for the Chief Executive Officer and Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

a. Chief Executive Officer/ John	First Name	Middle Name Dalton	Last Name Sloan	Suffix
Address 1210 W. Olive Avenue			City (no abbreviations) Fresno	State CA Zip Code 93728
b. Secretary Joshua	First Name	Middle Name Robert	Last Name Wilkinson	Suffix
Address 1210 W. Olive Avenue			City (no abbreviations) Fresno	State CA Zip Code 93728
c. Chief Financial Officer/ John	First Name	Middle Name Dalton	Last Name Sloan	Suffix
Address 1210 W. Olive Avenue			City (no abbreviations) Fresno	State CA Zip Code 93728

5. Director(s)

California Stock and Agricultural Cooperative Corporations ONLY: **Item 5a:** At least one name **and** address must be listed. If the Corporation has additional directors, enter the name(s) and addresses on Form SI-550A (see instructions).

a. First Name Richard	Middle Name Gerard	Last Name Nemmer	Suffix
Address 1210 W. Olive Avenue			City (no abbreviations) Fresno State CA Zip Code 93728
b. Number of Vacancies on the Board of Directors, if any	0		

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) Richard	Middle Name Gerard	Last Name Nemmer	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 1210 W. Olive Avenue			City (no abbreviations) Fresno State CA Zip Code 93728

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

Describe the type of business or services of the Corporation
 Construction

8. The information contained herein, including in any attachments, is true and correct.

October 5, 2017
 Date

Joshua R. Wilkinson
 Type or Print Name of Person Completing the Form

Secretary
 Title

Exhibit C-3

Part A, Item 3:
Firm Principals

Exhibit C-3

Project: Number 18-035: HVAC Parts, Service and Repairs
SOQ Submittal Requirements

Subject: Part A, Item 3: Firm Principals

John D. Sloan, President & CEO

- Since 1993, has been employed by the Lyles Construction Group, of which New England Sheet Metal and Mechanical Co, is a member
- Bachelor of Science in Construction, Arizona State University, 1992
- Management Trustee of Northern California Pension Trust Fund (SMWIA)
- LEED AP, BD+C (Credential ID 10626217-AP-BD+C) valid through 05MAY2019
- Associate Design Build Industry Association (DBIA ID #131001)
- OSHA 30-Hour (36-601436601, issued 01/30/2017)
- RMO for CSLB #433674 (multiple classifications)
- 25 years of experience delivering projects small to large, various delivery methods
- Multiple industry training seminars, courses and sessions

Michael Hensley, Senior Vice President

- Since 2017, employed by the Lyles Construction Group, of which New England Sheet Metal and Mechanical Co, is a member
- CEO and Board member of New England Sheet Metal Works Inc. 2010-2017
- GM Mesa Energy EMCOR 2006 -2010
- CEO of ARC Comfort Systems USA 2004-2006
- Vice President of Cal Air Central California 2001-2004
- Management of SMART JATC apprenticeship program
- Industry Membership of MSCA, MCAA, SMACNA
- 38 years of experience delivering projects small to large, various delivery methods
- Multiple industry training seminars, courses and sessions
- Industry Apprenticeship UA local 246 1984-1990

Joshua R. Wilkinson, Vice President

- Since 2001, has been employed by the Lyles Construction Group, of which New England Sheet Metal and Mechanical Co, is a member
- Bachelor of Science in Construction, California State University Fresno, 1998
- Member of Associated General Contractors of America
- Member of California Water Environment Association
- Member of California State University Fresno, Construction Management Advisory Board
- 17 years of experience delivering projects small to large, various delivery methods
- Multiple industry training seminars, courses and sessions

Exhibit C-3

Part A, Item 4:
Key Personnel

Exhibit C-3

Project: Number 18-035: HVAC Parts, Service and Repairs
SOQ Submittal Requirements

Subject: Part A, Item 4: Key Personnel

Tech Name	Classification	Years in Trade
Abel Lara	Lead Journeymen	14

Certifications:

Osha 10, Trane Intelipak, Honeywell VFD, Johnson VFD, ABB Training, Fulton pulse boiler start up and commissioning, Manitowoc ice machine certification, McQuay turbocor certification, Multistack chiller training

Tech Name	Classification	Years in Trade
Patrick Moore	Lead Journeymen	18

Certifications:

UA local star certification, Osha 30, Ward flex installation, Aaon certified, Honeywell VFD service and start up, Danfoss VFD service and start up, Siemens VFD service and start up, Daikin VRF, Mitsubishi VRF

Tech Name	Classification	Years in Trade
Jay Phipps	Journeyman/ Controls	39

Certifications:

Osha 10, Daikin VRF, Mitsubishi VRF training, LG VRF training, ABB VFD, Honeywell VFD, Johnson VFD, Allan Bradley, Danfoss VFD, Manitowoc ice machine certification

Tech Name	Classification	Years in Trade
Nathan Davies	Journeyman	31

Certifications:

Osha 10, Honeywell VFD, Camus boiler, Fulton Boiler, Rite steam boilers, Trane intelipak, B&G Pump rebuild, Manitowoc ice machine certification

Tech Name	Classification	Years in Trade
Jose Torres	Journeyman	25

Certifications:

Osha 10, Daikin VFR, Camus boiler, Trane Intelipak, Manitowoc certification

Tech Name	Classification	Years in Trade
Mike Rettig	Journeyman	34

Certifications:

Osha 10, Daikin VRF, Mitsubishi VRF training, LG VRF training, ABB VFD, Honeywell VFD, Johnson VFD, Allan Bradley, Danfoss VFD, Manitowoc ice machine certification, McQuay Turbocor training, York Chiller training

Exhibit C-3

Tech Name	Classification	Years in Trade
Jason Lopez	Journeyman	15

Certifications:

Osha 10, Daikin VRF, Camus boiler, Trane intelipak, Manitowoc certification

Tech Name	Classification	Years in Trade
Aaron Cornwell	Journeyman/ Controls	20

Certifications:

Johnson controls training (Facility explorer and metasys), Siemen's controls Training, Honeywell controls certified, Delta controls certified, Tridium N4 certified, Distech controls certified, Honeywell VFD certified, Johnson VFD certified, Tridium analytics certified

Tech Name	Classification	Years in Trade
Felix Roacha	Journeyman	10

Certifications:

Osha 10, Daikin VRF, Mitsubishi VRF training, LG VRF training, ABB VFD, Honeywell VFD, Johnson VFD, Back flow preventer test and repair cert, Manitowoc ice machine certification

Tech Name	Classification	Years in Trade
Danny Fuentes	Apprentice	15

Certifications:

Osha 10, Daikin VRF, Camus boiler, Trane intelipak, Manitowoc certification

Tech Name	Classification	Years in Trade
Gabe Gonzalez	Apprentice	14

Certifications:

Osha 10, MRI Chiller certified, Daikin VRF, Honeywell VFD, ABB VFD, Johnson VFD, Allan Bradley VFD, Aaon Start up and service

Tech Name	Classification	Years in Trade
Tony Bautista	Apprentice	12

Certifications:

Osha 10, MRI Chiller certified, Daikin VRF, Honeywell VFD, ABB VFD, Johnson VFD, Allan Bradley VFD, Aaon Start up and service, York chiller training

Tech Name	Classification	Years in Trade
Robert Toro	Apprentice	9

Certifications:

Honeywell VFD Certification, Manitowoc ice machine certification

Tech Name	Classification	Years in Trade
Israel Segura	Apprentice	9

Certifications:

Honeywell VFD Certification, Manitowoc ice machine certification

Tech Name	Classification	Years in Trade
Simon Cruz	Apprentice	8

Certifications:

Honeywell VFD Certification

Exhibit C-3

Tech Name	Classification	Years in Trade
Jake Jansma	Apprentice	4
Certifications: Honeywell VFD Certification, Manitowoc ice machine certification		

Tech Name	Classification	Years in Trade
Leopoldo Aceves	Apprentice	3
Certifications: Honeywell VFD Certification, Manitowoc ice machine certification		

Tech Name	Classification	Years in Trade
Jefferson Gamboa	Apprentice	2
Certifications: Honeywell VFD Certification, Manitowoc ice machine certification		

Tech Name	Classification	Years in Trade
Isaac Mendoza	Apprentice	1
Certifications: None		

Exhibit C-3

Part A, Item 5:
List of Current Staff

Exhibit C-3

Project: Number 18-035: HVAC Parts, Service and Repairs
SOQ Submittal Requirements

Subject: Part A, Item 5: List of Current staff

Administrative Staff:

Matt Grabowski – Sales Manager

Robert Flores – Service Project Manager

Charles Franks – Controls Manager

John Niewind – Customer Service Representative (CSR)

Jamie Szutowicz – Office Administrator

Raquel White – Customer Service Representative Dispatcher

Crystal Villa – Service Clerk

Exhibit C-3

Part A, Item 6:
Firm Qualifications

Exhibit C-3

Project: Number 18-035: HVAC Parts, Service and Repairs
SOQ Submittal Requirements

Subject: Part A, Item 6: Qualifications

New England Sheet Metal and Mechanical Co. (NESM) is preeminently qualified to deliver the services identified in this procurement. We have demonstrated experience in the precise scope of work as requested and are uniquely qualified as follows:

Safety

We value safety as our first priority and have an exemplary safety record and have been recognized by our peer groups in both local, statewide and NATIONAL awards. Our clients get the benefit of reduced labor rates through reduced premiums as well as avoiding the time consuming and production lowering impacts of accidents and injuries. A letter of our 0.91 EMR is included.

Description
2 nd Place National AGC Specialty Division (1 st in CA), Recognized by CAL- SMACNA and MCAA
1 st Place AGC-CA Specialty Division, Recognized by CAL-SMACNA and MCAA
2 nd Place AGC-CA Specialty Division, Recognized by CAL-SMACNA and MCAA
1 st Place National MCAA, 2 nd place AGC-CA Specialty Division, CAL-SMACNA Award

Financial Strength

We are a debt free, 3rd generation, privately held company founded in the California Central Valley in 1945. Although not requested nor included in our current pricing, we have a bonding capacity of \$1,000,000,000 single project, and \$2,000,000,000 aggregate at an industry leading rate (0.4%) that affirms our financial strength. A letter from our bonding company is included.

Industry Support and Engagement

NESM and/or our employees are active members in the following Associations:

- Mechanical Service Contractors of America (MSCA)
- Mechanical Contractors Association of America (MCAA)
- Sheet Metal & Air Conditioning Contractors' National Association (SMACNA)
- Association of Energy Engineers (AEE)
- Green Building Certification Institute (GBCI / LEED AP)
- Lean Construction Institute (LCI)
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

Exhibit C-3

Capacity

We currently have a service department of approximately 20 qualified service technicians that are available to be deployed. We also employ a full staff of personnel to support our technicians. Although not requested by the RFSQ we also have a staff of registered professional mechanical engineers and full project management and estimating departments.

Experience

Our technicians have expertise and decades of experience with every type and manufacturer of equipment listed in the RFSQ.

Skilled Craftspersons

We are signatory to United Association Plumbers and Pipefitters Local 246 from whom we get all of our technicians. Robust apprenticeship programs at this local ensures we have the most qualified and efficient employees.

We are fully compliant with all apprenticeship, prevailing wage and related statutory requirements.

Locally Based

Our yard, office, shops and main dispatch point are located at 2731 S. Cherry, Fresno, CA 93706 in order to efficiently and effectively serve Fresno County. We are situated on 10-acres of paved property with multiple offices, shops and warehouses.

Our corporate office is also located in Fresno and a vast majority of our employees reside in Fresno County.

Additional documents included herein for this Item 6 of Part A:

- 1) California Contractors License Detail Sheet
- 2) Bonding Capacity letter
- 3) Experience Modification Ratio (EMR) Letter
- 4) Insurance A.M. Best Letter

Exhibit C-3



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 433674

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 4/2/2018 2:21:21 PM

Business Information

NEW ENGLAND SHEET METAL AND MECHANICAL CO
P O BOX 4287
FRESNO, CA 93744
Business Phone Number:(559) 441-1900

Entity Corporation
Issue Date 01/19/1983
Expire Date 12/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
C36 - PLUMBING
A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C43 - SHEET METAL
C38 - REFRIGERATION

Certifications

HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with LIBERTY MUTUAL INSURANCE COMPANY.

Bond Number: 070018119

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **070014591** for JOHN DALTON SLOAN in the amount of **\$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.

Effective Date: 07/19/2013

Exhibit C-3

Workers Compensation

This license has workers compensation insurance with the OLD REPUBLIC INSURANCE COMPANY

Policy Number: MWC3102240

Effective Date: 05/31/2017

Expire Date: 05/31/2018

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Exhibit C-3



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **433674** E OR CORP

Business Name NEW ENGLAND SHEET METAL AND
MECHANICAL CO

Issuance(s) C-4 C20 C36 A B HAZ C43 C38

Expiration Date 12/31/2019

www.cslb.ca.gov



Exhibit C-3



Liberty Mutual Surety
SAFECO INSURANCE COMPANY OF AMERICA
1340 Treat Blvd., Suite 550
(866) 547-7993 Fax

April 3, 2018

County of Fresno
Attention: Bryan Hernandez
4525 E. Hamilton Avenue
Fresno, CA 93702-4599

RE: Request for Statement of Qualifications Number 18-035, HVAC Parts, Service and Repairs

Mr. Hernandez,

Liberty Mutual Company (Liberty), acts as surety for New England Sheet Metal and Mechanical Co. in its contracting matters. Liberty is a major, national provider of contract surety bonds, is listed in the Federal Register as a surety acceptable for Federal projects, and is a licensed, admitted surety in all fifty United States. Liberty enjoys a Bests Guide rating of AXV.

Alliant Insurance Service Inc. 9 E River Park Place East, Suite 310, Fresno, CA 93720 is the current agent. We currently extend to New England Sheet Metal and Mechanical Co. bonding capacity in the \$1,000,000,000 per project and \$2,000,000,000 aggregate ranges. Current available \$1,500,000,000. No claims have been made.

Should you select New England Sheet Metal and Mechanical Co. for the reference project, it is our present intention to provide the required performance and payment bonds, subject to our normal underwriting guidelines. This includes, but is not limited to a review of contract terms, conditions and bond forms.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Steven P. Edwards – Attorney in Fact

Member of Liberty Mutual Group

January 18, 2018

RE: **New England Sheet Metal and Mechanical Co.**
2017 Workers' Compensation Experience Modification Rating

To Whom It May Concern,

Alliant Insurance Services, Inc. is the insurance broker handling all lines of coverage for the Lyles group of companies, which includes workers' compensation.

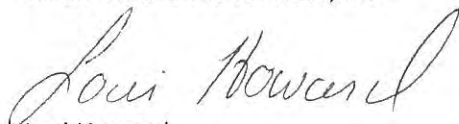
Included within that organization is New England Sheet Metal and Mechanical Company. As an integral part of the larger organization, New England Sheet Metal shares in the combined experience modification rating promulgated by the State of California.

The most recent published combined experience modification rating effective 5-31-17 is 91%.

Please advise if you require any further information.

Regards,

Alliant Insurance Services, Inc.

A handwritten signature in cursive script that reads "Lori Howard".

Lori Howard
Vice President, Claims Consultant

Rating Search:

[Advanced Search](#)

Old Republic Insurance Company

A.M. Best #: 000733 NAIC #: 24147 FEIN #: 250410420

Mailing Address [View Additional Address Information](#)

P.O. Box 789
Greensburg, PA 15601-0789
[United States](#)

Web: www.oldrepublic.com

Phone: 724-834-5000

Fax: 724-834-8204

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, [058439 - Old Republic International Corporation](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

<div style="background-color: #ADD8E6; padding: 5px; margin-bottom: 5px;">Financial Strength Rating View Definition</div> <p>Rating: A+ (Superior) Financial Size: XII (\$1 Billion to \$1.25 Billion) Category: Billion Outlook: Stable Action: Affirmed Effective Date: April 13, 2017 Initial Rating Date: June 30, 1940</p>	<div style="background-color: #ADD8E6; padding: 5px; margin-bottom: 5px;">Best's Credit Rating Analyst</div> <p>Rating Issued by: A.M. Best Rating Services, Inc. Senior Financial Analyst: Darian Ryan Director: Jennifer Marshall, CPCU, ARM</p>
<div style="background-color: #ADD8E6; padding: 5px; margin-bottom: 5px;">Long-Term Issuer Credit Rating View Definition</div> <p>Long-Term: aa- Outlook: Stable Action: Affirmed Effective Date: April 13, 2017 Initial Rating Date: June 20, 2005</p>	<div style="background-color: #F08080; padding: 5px; margin-bottom: 5px;">Disclosure Information</div> <p>Disclosure Information Form View A.M. Best's Rating Disclosure Form</p> <p>Press Release A.M. Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation April 13, 2017</p>

u Denotes [Under Review Best's Rating](#)

Exhibit C-3

Rating History

A.M. Best has provided ratings & analysis on this company since 1940.

Financial Strength Rating

Effective Date Rating

4/13/2017	A+
12/18/2015	A+
10/3/2014	A+
10/3/2013	A
9/26/2012	A

Long-Term Issuer Credit Rating

Effective Date Rating

4/13/2017	aa-
12/18/2015	aa-
10/3/2014	aa-
10/3/2013	a+
9/26/2012	a+

Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
002976	Old Republic Insurance Companies (SG)	Represents the A.M. Best Consolidated financials for the Property/Casualty business of this legal entity.
	Rating Unit	

Best's Credit Reports



[Best's Credit Report \(Download PDF\)](#) - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 5/8/2017 (represents the latest significant change).



Historical Reports are available in [Best's Credit Report Archive](#).

View additional [news](#), [reports](#) and [products](#) for this company.

Exhibit C-3

Date ▾	Title
Apr 13, 2017	A.M. Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation
Dec 18, 2015	A.M. Best Affirms Ratings of Most Subsidiaries of Old Republic International Corporation
Oct 03, 2014	A.M. Best Upgrades Ratings of Certain Subsidiaries of Old Republic International Corporation
Oct 03, 2013	A.M. Best Affirms Ratings of Old Republic International Corp.'s Subsidiaries; Revises Outlook to Stable for Title Group
Sep 26, 2012	A.M. Best Affirms Ratings of Most of Old Republic International Corporation's Subsidiaries
Aug 16, 2011	A.M. Best Downgrades Ratings of Most Old Republic International Corporation Subsidiaries
Dec 01, 2010	A.M. Best Affirms Ratings & Maintains Negative Outlook on Most Old Republic Intl Corp Subsidiaries; Upgrades Ratings of PMA Group
Sep 29, 2009	A.M. Best Affirms Ratings of Old Republic International Corporation's Subsidiaries; Maintains Negative Outlook On Most Ratings
Dec 09, 2008	A.M. Best Takes Various Rating Actions on Subsidiaries of Old Republic International Corporation
Jun 24, 2008	A.M. Best Affirms Ratings of Old Republic International Corporation's Subsidiaries;Revises Some Outlooks to Negative

Page size: 10 ▾ 13 items in 2 pages

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[Advanced Search](#)

How to Get a
Best's Credit Rating



Best's Credit Ratings
Mobile App



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Exhibit C-3

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Exhibit C-3

Part A, Item 7:
Firm Organizational Chart

Exhibit C-3

Project: Number 18-035: HVAC Parts, Service and Repairs
SOQ Submittal Requirements

Subject: Part A, Item 7: Organizational Chart

Organizational Chart – See attached

Fresno County HVAC Parts, Service and Repairs
RFSQ No. 18-035
Organization Chart



NEW ENGLAND
SHEET METAL AND MECHANICAL CO.

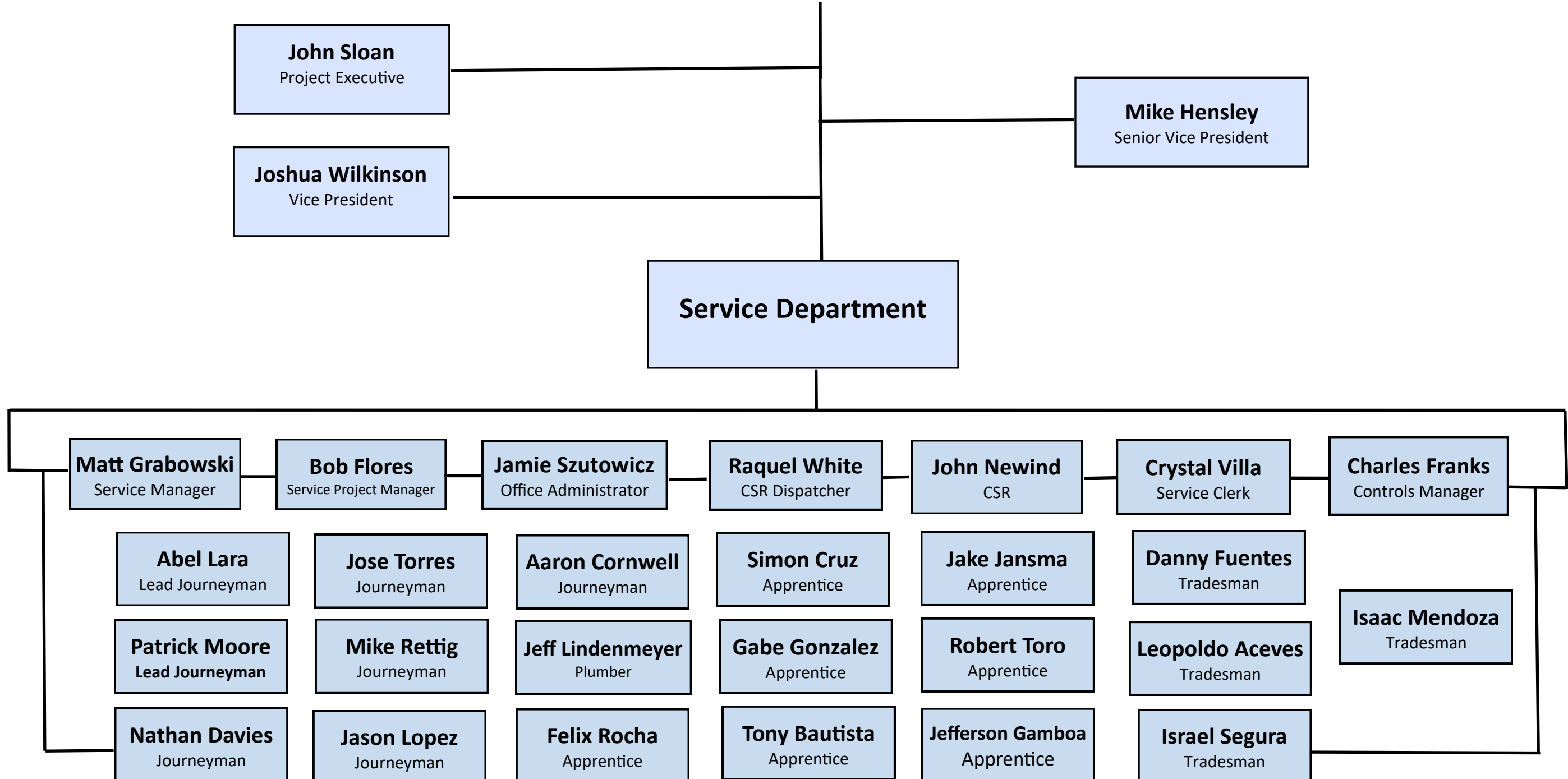


Exhibit C-3

Part A, Item 8:
Current Projects

Exhibit C-3

Project: Number 18-035: HVAC Parts, Service and Repairs
SOQ Submittal Requirements

Subject: Part A, Item 8: Current Projects

Current Projects

- a) **Clovis Community Hospital:** Chiller, Cooling tower, Pumps, VFD's, Domestic water Skid under contract
- b) **Clovis Community Hospital Medical office buildings:** (3) three Multi story buildings with VFR system under monthly maintenance for mechanical and controls
- c) **Save Mart Center:** Chiller, Pumps and Cooling towers under contract
- d) **York Rental Fleet:** Boilers, Chillers, Pumps and Air handlers under contract
- e) **Fresno Heart Hospital:** Chillers, Cooling tower and Air handlers under contract
- f) **Fresno State Residents Dining Hall:** Boilers, Chiller, Cooling tower, Pumps, Refrigeration, controls and Air Handlers under contract.
- g) **Fresno State Student Union:** Chiller, Cooling tower, Pumps, Refrigeration, controls and Air Handlers under contract.
- h) **Fresno State Satellite Student Union:** Pumps, Controls and Air Handlers under contract.
- i) **Fresno State Student housing buildings:** Chiller, Cooling tower, Pumps, Refrigeration, Boilers and Air Handlers under contract.
- j) **First 5 Fresno County Building:** VRF system and controls under contract
- k) **Democratic Party Healthcare call center:** Large Rooftop Package units and controls system under contract
- l) **Fresno Community Hospital Medical Office Buildings:** Large Rooftop Package, Cooling tower, water source heat-pumps and controls system under contract
- m) **St. Anthony's Church and School:** Boilers, Chillers, Air handlers, controls and package units under contract
- n) **Fresno Unified School District:** Current contract is for the entire district mechanical and controls PM Service
- o) **Clovis Unified School District:** Current contract is a Mechanical and controls pilot PM program
- p) **Lance Kashian Co. Property Management:** Current contract is for HVAC maintenance services on (5) five multi-story office buildings with large package VAV systems, Chiller, boiler, air handler with VAV units and controls. We also provide HVAC services for the entire River park campus and the new Campus Point area, which equates to about 500 pieces of roof top equipment that we service.

Exhibit C-3

As you can see New England Sheet Metal and Mechanical Co. services many customers that are high profile and strives to meet and exceed their expectations every day. While this list is not our only customer base, it is a portion of customers that share the same level of difficulty as far as equipment and sites are concerned. We would be more than happy to take over your PM service and become a trusted partner to take your business to the next level.

Exhibit C-3

Part A, Item 9:
Client References

Exhibit C-3

Project: Number 18-035: HVAC Parts, Service and Repairs
SOQ Submittal Requirements

Subject: Part A, Item 9: Client References

- 1) Fresno Unified School District
Contact: **Danny Anderson**
Office Number: **559-647-9923**
Email: **William.anderson@fresnounified.org**

- 2) Save Mart Center
Contact: **Sean McElhinney**
Office Number: **559-278-3417**
Email: **Smcelhinney@savemartcenter.com**

- 3) St. Anthony's Church and School
Contact: **Chris Shively**
Office Number: **559-439-0124**
Email: **cshiveley@stanthonyfresno.org**

- 4) Clovis Community Medical Center
Contact: **Alex Torres**
Office Number: **559-259-8460**
Email: **Atorres@communitymedical.org**

- 5) Lance Kashian Company
Contact: **Isaac Gonzalez**
Office Number: **559-289-3990**
Email: **igonzaalez@lance-kashian.com**

Exhibit C-3

Part A, Item 10:
Appendix A - Pricing

Exhibit C-3



Appendix A - Pricing

Parts and Materials – Please list how the county will be charged for parts and materials.

(For example, “list -10%, list +10%, cost +/- %)

Please attach additional documents if necessary.

cost + 25%

Time – Please describe how the County will be charged on an hourly basis.

Please attach additional documents if necessary.

	Days (ex. Mon-Fri)	Times (ex. 8am – 4pm)
Regular Time:	Mon - Fri	8am - 5pm
Over Time: Time and a half	Mon - Fri	5pm - 8am
Time and a half	Sat - Sun	all
Other: (describe)		

	Regular Pay per hour	Overtime Pay Time and a half	Other: (describe) Truck charge per service call
Master Level Technician	\$140.00	\$184.00	\$50.00
Journeyman Level Technician	\$125.00	\$164.00	\$50.00
Apprentice/Helper	\$105.00	\$135.00	\$50.00

* above rates are current and effective through Dec. 31, 2018. Add 4% per year for labor increases at each Jan 1st.

** specialized tools and equipment to be charged at cost plus 25%

Exhibit C-3

Part B

Exhibit C-3

B. Bidder to Complete:

1. 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. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

New England Sheet Metal and Mechanical Co. will self perform all work,
no subcontractors will be used.

2. Contractors License:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes. Possession of minimum five (5) years experience in performing the services being requested.

The bidder shall possess a current State of California contractor's License, Class C-20 for HVAC, C-36 for plumbing, etc., or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-20 or C-36, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: 433674 **Classifications:** A, B, C-4, C20, C36, C38, C43

Date of Issue: 1/19/1983 **Expires:** 12/31/2019

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

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.

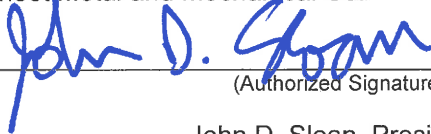
Exhibit C-3

RFSQ No. 18-035

3. 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.

New England Sheet Metal and Mechanical Co.



(Authorized Signature)

John D. Sloan, President

Title

1000001449

DIR Number

DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ

VII. SELECTION PROCEDURE

A Selection Committee (hereinafter referred to as "the Committee") will be formed to evaluate the SOQs and to make recommendations. The Committee will consist of representatives of the Department. The Committee will screen the SOQs to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission.

The Committee will address the following criteria in its evaluations of the SOQs:

- A. Bidder is qualified to provide the requested services.
- B. Bidder demonstrates experience in the requested services.
- C. Bidder is capable of providing the requested services.

The County reserves the right to conduct a background inquiry of each proposer 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 SOQ to the County, the proposer 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.

VIII. 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 RFSQ. 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. Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

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

Exhibit C-3

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

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

Exhibit C-3



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **433674** E OR CORP

Business Name NEW ENGLAND SHEET METAL AND
MECHANICAL CO

Issuance(s) C-4 C20 C36 A B HAZ C43 C38

Expiration Date 12/31/2019

www.cslb.ca.gov



Exhibit C-3

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1000001449	FRESNO	FRESNO	CSLB:433674	Active	06/08/2017	06/30/2018

Exhibit C-3

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFSQ NUMBER: 18-035

HVAC PARTS, SERVICE AND REPAIRS

Issue Date: March 27, 2018

CLOSING DATE: APRIL 6, 2018 AT 2:00 P.M.

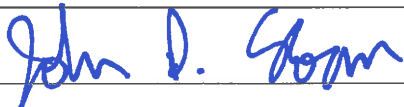
Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact **Bryan Hernandez** at (559) 600-7110.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 18-035 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR STATEMENT OF QUALIFICATIONS.

➤ **QUESTIONS AND ANSWERS**

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFSQ 18-035

COMPANY NAME: New England Sheet Metal and Mechanical Co.
SIGNATURE:  (PRINT)
NAME & TITLE: John D. Sloan, President
(PRINT)

Purchasing Use: BH:yj

ORG/Requisition: 8935 / 1321801109

Exhibit C-3

Addendum No. ONE (1)

Page 2

Request for Statement of Qualifications Number: 18-035

March 27, 2018

QUESTIONS AND ANSWERS

Q1. Do bidders submit all bid responses online? In the SOQ (page 7, VI.) it states bids will be submitted in 2 parts. Please specify how you would like the (2) parts submitted. Qualifications as one upload/file and pricing as the other upload/file?

A1. All bid responses are to be submitted online through Public Purchase. You can submit one file as long as it has the information required in parts A and B of Section VI and with the Pricing.

Q2. Are you requiring to have a C-20 AND C-36 or a C-20 OR a C-36?

*A2. Vendors are only required to possess the appropriate license for the type of work they will perform. Vendors may have either a C-20 for HVAC or a C-36 for Plumbing for the specific services they will perform according to section II. **Scope of Work** under **Service**. If other than a C-20 or a C-36, the bidder must explain, why his/her license(s) is acceptable in performing the requested work.*

For example, if a vendor is only providing HVAC services, then they must have a C-20 license. If a vendor is only providing Plumbing services, then they must have a C-36 license. If a vendor is providing both services, then they must have both a C-20 and C-36 licenses.

Q3. The RFSQ N. 18-035 references attachment A Board of Supervisors' Master Agreement or Procurement Master Agreement. I'm not able to find the attachment online. Where can I get the attachment A?

A3. Please disregard the following on page 2 Table of Contents of the RFSQ:

Attachment:

*****Board of Supervisors' Master Agreement or ***Procurement Master Agreement**

There is no attachment for this RFSQ.

Exhibit C-4

Exhibit C-4



REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. 18-035

COUNTY OF FRESNO

HVAC PARTS, SERVICE AND
REPAIRS

Issuance Date: March 15, 2018

Closing Date: April 6, 2018 at 2:00 PM

Submittals: Submit RFSQ response electronically on the Bid Page at Public Purchase.

Clarifications: All questions and clarifications must be submitted on the Bid Page at Public Purchase before **10:00 AM on March 23, 2018.**

In the event that it becomes necessary to revise any part of this RFSQ, addenda will be posted to Public Purchase and all agencies and organizations that received the basic RFSQ will be notified.

Cost Limit for Agreement(s): **\$2,500,000.00**

RAMCO SERVICES, INC.

Organization

MICHAEL T. MURPHY

PRESIDENT

Individual/Contact Person

Title

1175 SHAW AVE, SUITE 104-304

Street Address/P.O. Box

CLOVIS

CA

93612

City

State

Zip Code

559-352-8125

559 325 0097

MIKE @ RAMCOINC.NET

Telephone

Fax Number

E-Mail Address

Purchasing Use: BH:st

ORG/Requisition: 8935 / 1321801109

Exhibit C-4

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFSQ NUMBER: 18-035

HVAC PARTS, SERVICE AND REPAIRS

Issue Date: March 27, 2018

CLOSING DATE: APRIL 6, 2018 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

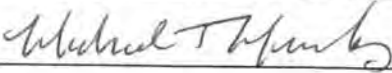
For assistance contact **Bryan Hernandez** at (559) 600-7110.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 18-035 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR STATEMENT OF QUALIFICATIONS.

➤ QUESTIONS AND ANSWERS

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFSQ 18-035

COMPANY NAME: RAMCO SERVICES, INC. (PRINT)

SIGNATURE: 

NAME & TITLE: MICHAEL T. MURPHY PRESIDENT (PRINT)

Purchasing Use: BH:yj

ORG/Requisition: 8935 / 1321801109

Exhibit C-4



April 6, 2018

County of Fresno Purchasing
4525 E. Hamilton Ave., 2nd Floor
Fresno, CA 93702

Ramco Services, Inc., doing business as Pacific Water Technologies, is please to present our bid package information and bid for the Request For Statement of Qualification, No. 18-035.

Company Information (VI.A.1):

Ramco Services, Inc., doing business as, Pacific Water Technologies
1175 E. Shaw Ave., Suite 104-304 Clovis, CA 93619 (Fresno County)
Tel 559-299-9227 Fax 559-325-0097 Cell 559-352-8125

Company Status (VI.A.2):

California Corporation, FIN 90-0759206, S-Corp

All contract and project related documents are to be signed by Michael Murphy, President
Contractor's License 966558, C36 (Plumbing), C38 (refrigeration), C20 (HVAC)

Firm Principals who will be Responsible for the Project (VI.A.3):

Contact work and accounting: Michael Murphy, President,
Cell 559-352-8125

Email: mike@ramcoinc.net or mike@pacifcwatertechnologies.com

Website: www.pach2otech.com

Mike Murphy, BS Environmental Engineering, 46 years as design and construct mechanical contractor (HVAC, Plumbing, Refrigeration), 25 years in the water treatment industry, ASHRAE TEGA Award.

Chris Binfield: BS Biochemistry; 20 Years Industrial Water Treatment Experience;
10 Years Agricultural Water Treatment Experience; International Irrigation Association -
Speaker at Natl. Convention; Refrigeration Engineers and Technicians Association - Speaker at
Natl. Convention; Certified Water Technologist; Inc magazine 5000 Award for fastest growing
companies in the US twice.

Exhibit C-4

Personnel (VI.A.4)

Mike Murphy, BS Environmental Engineering, 46 years as design and construct mechanical contractor (HVAC, Plumbing, Refrigeration), 25 years in the water treatment industry, ASHRAE TEGA Award; Refrigeration Engineers and Technicians Association - Speaker at Natl. Convention

James Gentleman: 27 years' experience in Water Treatment with Nalco Chemical and Meras Engineering, Specializing in controls and pumping systems, RME with C-36 license
3 years in electronics repair; 6 years in low voltage systems; Technical Director at Blue Tech Water

Chris Binfield: BS Biochemistry; 20 Years Industrial Water Treatment Experience; 10 Years Agricultural Water Treatment Experience; International Irrigation Association - Speaker at Natl. Convention; Refrigeration Engineers and Technicians Association - Speaker at Natl. Convention; Certified Water Technologist; Inc magazine 5000 Award for fastest growing companies in the US twice.

Tony Delgado: AA - Computer Science; 34 Years Food Processing and Plant Maintenance; 9 Years Industrial Water treatment; Five S / 6 Sigma / TPMN / Kaizen Certified

Glenn Waite: Certified Water Technologist; piping; 22 years in water treatment

Chris Novikoff: Water Technologist; piping; 16 years in water treatment

List of Current Staff (VI.A.5)

Mike Murphy: Engineer, Water Treater, Service Technician; Management

Chris Binfield: Biologist / Chemist / Certified Water Treater / Management

Jim Gentleman: Certified Water Treater; Plumber; Controls; Service Technician; Management

Ricardo : Water Treater, Plumber; Laborer

Tony Delgado: Water Treater, Engineer, Plumber, Service Technician; Management

Firm Qualification (VI.A.6)

Design and Build Engineering Contractors in all water systems including chemical water treatment and all types of chemical supplier; filtration of all fluids, over 120 combined years of experience in the HVAC and Plumbing trades, and Cooling Tower and Condenser cleaning and sanitation. We can provide the engineering, procurement of the materials and equipment, install the system, and provide warranty. Our service is 24 H 7 D/365 Y to handle all emergencies. We are compliant as qualified applicators of chemicals and management of safety programs.

Firm Organizational Chart (VI.a.7) see attached

Exhibit C-4

List Current Projects or commitments for similar services in your office (VI.a.8)

1. Fresno County Water Treatment Program (17 Buildings)
2. Tulare County Water Treatment program (13 buildings)
3. Sunview Cold Storage; 43 HP Refrigeration; Office HVAC, Shop Ventilation, Winery glycol pumping plants; repair parts and system components replacement equipment; chemical treatment system. 10 separate facilities, multi-building, multiple systems
4. HMC Cold Storage Group; repair parts and system components replacement equipment, addition of cold storage room cooling systems, filtration systems, potable water filtration and chlorination; chemical treatment system
5. True Organic Products; repair parts and system components replacement equipment, addition of boiler heating capacity, filtration systems (RO and Mechanical), potable water filtration and chlorination, chemical treatment system

List the Name and Phone Numbers of at Least Five Relevant Client References (VI.a.9)

1. Fresno County; Gary Cornuelle, 559-600-7114 office
2. Tulare County; Michael Dickerson 559-636-5300 office
3. Sunview Cold Storage; Ryan Riddle, 661-792-3151 office
4. HMC Cold Storage Group; Mike Stalker 559) 897-2582 office
5. True Organic Products; Nick Pittman, 559-866-3001 office

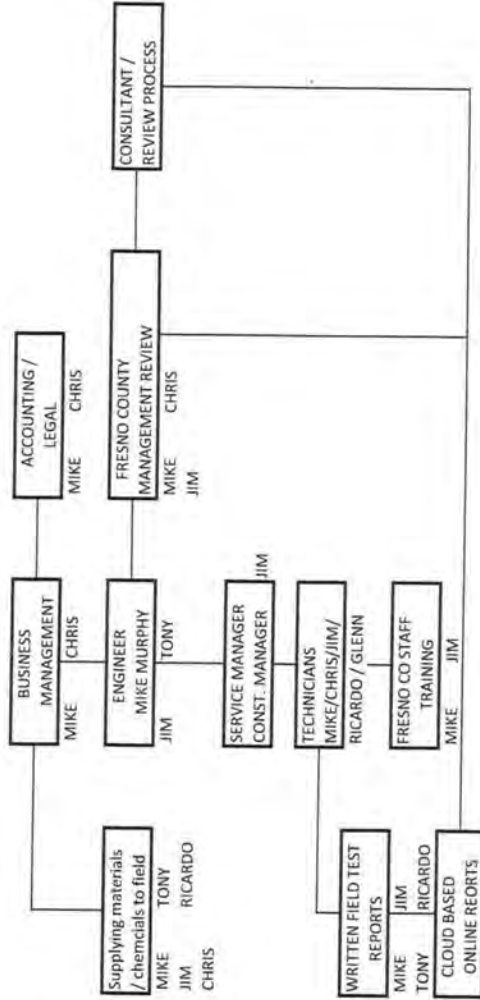
Appendix A – Pricing (VI.a.10) see attached

We appreciate the opportunity to bid this project. We look forward to receiving this bid and continue to work as a mutually beneficial and rewarding relationship.



Sincerely,
Ramco Services, Inc., DBA Pacific Water Technologies
Michael Murphy
President

BUSINESS ORGANIZATIONAL CHART



Management of the project
 Review of monthly reports
 Review with Fresno Co Officials
 Opinion of Consultants if Required

Technicians in the field
 Field testing and reporting
 Each Tech is cross trained to work at each site of the contract.

Training of the Fresno Co staff
 schedules by Fresno County each time
 at our staffs testing, additional training is
 provided

Exhibit C-4

Addendum No. ONE (1)

Request for Statement of Qualifications Number: 18-035

March 27, 2018

Page 2

QUESTIONS AND ANSWERS

Q1. Do bidders submit all bid responses online? In the SOQ (page 7, VI.) it states bids will be submitted in 2 parts. Please specify how you would like the (2) parts submitted. Qualifications as one upload/file and pricing as the other upload/file?

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A3. Please disregard the following on page 2 Table of Contents of the RFSQ:

Attachment:

****Board of Supervisors' Master Agreement or ***Procurement Master Agreement*

There is no attachment for this RFSQ.

Exhibit C-4

RFSQ No. 18-035

B. Bidder to Complete:

1. 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. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

None

2. Contractors License:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes. Possession of minimum five (5) years experience in performing the services being requested.

The bidder shall possess a current State of California contractor's License, Class C-20 for HVAC, C-36 for plumbing, etc., or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-20 or C-36, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: 966558 C20 C34 C38

Date of Issue: 10/12/2011

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

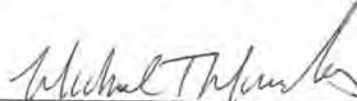
Public Contract Code Section 7028.15: Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

Exhibit C-4

RFSQ No. 18-035

3. 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)

President

Title

1000027018

DIR Number

DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ

VII. SELECTION PROCEDURE

A Selection Committee (hereinafter referred to as "the Committee") will be formed to evaluate the SOQs and to make recommendations. The Committee will consist of representatives of the Department. The Committee will screen the SOQs to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission.

The Committee will address the following criteria in its evaluations of the SOQs:

- A. Bidder is qualified to provide the requested services.
- B. Bidder demonstrates experience in the requested services.
- C. Bidder is capable of providing the requested services.

The County reserves the right to conduct a background inquiry of each proposer 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 SOQ to the County, the proposer 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.

VIII. 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 RFSQ. 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. Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

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



State of California
Department of Industrial Relations

[Labor Law](#) [Cal/OSHA - Safety & Health](#) [Workers' Comp](#) [Self Insurance](#) [Apprenticeship](#) [Director's Office](#) [Boards](#)

[Public Works](#) : [Public Works Contractor \(PWC\) Registration Search](#)

Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

PWC Registration Number: [Contractor Details](#)

Contractor Legal Name:

License Number:

County:

[Contractor Information](#) [Legal Entity Information](#) [Workers' Compensation](#)

[Contractor License Lookup](#)

Legal Name
 RAMCO SERVICES INC
 Reset **Legal Entity Type**
 CORPORATION

Trade Name
 PACIFIC WATER TECHNOLOGIES

License Number(s)
 CSLB :966558 [Export as: Excel | PDF](#)

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1, (commencing with section 1720 of the California Labor Code.)

Search Results
 One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	RAMCO SERVICES INC	1000027018	FRESNO	CLOVIS	1175 STAR AVE 104-304 CLOVIS, CA 93612 CSLB:966558	Active	06/02/2017	06/30/2018

Physical Address
 12228 TOLLHOUSE ROAD
 CLOVIS, CA 93619
 v2.20171120

Email Address
 MIKE@RAMCOINC.NET

About DIR

[Who we are](#)
[DIR Divisions, Boards & Commissions](#)
[Contact DIR](#)

Work with Us

[Jobs at DIR](#)
[Licensing, registrations, certifications & permits](#)
[Required Notifications](#)
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*RAMCO'S
 DIR #
 1000027018*

Contractor's License Detail for License # 966558

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

R A M C O SERVICES INC

1175 SHAW AVENUE SUITE 104-304

CLOVIS, CA 93612

Business Phone Number:(559) 299-9227

Entity Corporation

Issue Date 10/12/2011

Expire Date **10/31/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

C36 - PLUMBING

C38 - REFRIGERATION

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 105592

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual MICHAEL THOMAS MURPHY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 10/12/2011

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number:9157660

Effective Date: 04/26/2016

Expire Date: 04/26/2019

[Workers' Compensation History](#)

Other

[Home](#) | [Online Services](#) | [Check a License](#) | [Name Search Results](#)

Contractor Name Search Results

Select the license number you would like to check for status, or return and enter another name search.

Contractor Name	PACIFIC WATER TECHNOLOGIES
Name Type	DBA
License	966558
City	CLOVIS
Status	Active
Contractor Name	PACIFIC WATER TREATMENT
Name Type	DBA
License	580156
City	FRESNO
Status	Expired
Contractor Name	PACIFIC WATER TREATMENT INC
Name Type	Name
License	241785
City	SAN JOSE
Status	Expired
Contractor Name	PACIFIC WATER TREATMENT INC
Name Type	Previous
License	241785
City	SAN JOSE
Status	Expired
Contractor Name	PACIFIC WATER WORKS
Name Type	DBA
License	602752
City	SAN DIEGO
Status	Expired
Contractor Name	PACIFIC WATER WORKS INC
Name Type	DBA
License	482396
City	SANTA CRUZ
Status	Inactive

Exhibit C-4

RFSQ No. 18-035

Appendix A - Pricing

Parts and Materials – Please list how the county will be charged for parts and materials.

(For example, "list -10%, list +10%, cost +/- %)

Please attach additional documents if necessary.

MAXIMUM PRICING

MATERIAL (HVAC/PLUMBING): INVOICE COST PLUS 30% G.P.

SPECIALTY CHEMICALS: INVOICE COST PLUS 60% G.P.

COMMODITY CHEMICAL (<1000 POUNDS): INVOICE COST PLUS 35% G.P.

COMMODITY CHEMICAL (>1000 POUNDS): INVOICE COST PLUS 25% G.P.

COMMODITY CHEMICAL: BULK > 1000 GALLONS IN TRUCK REFILL: INVOICE COST PLUS 20% G.P.

SALES TAX PLUS SHIPPING (SHIPPING PLUS 15% G.P. OF SHIPPING); ADD TO INVOICE

Time – Please describe how the County will be charged on an hourly basis.

Please attach additional documents if necessary.

	Days (ex. Mon-Fri)	Times (ex. 8am – 4pm)
Regular Time:	MONDAY - FRIDAY	7am - 5pm
Over Time:	SAT-SUN/HOLIDAYS	ALL DAY
	MONDAY - FRIDAY 5pm - 7am	5pm - 7am
Other: (describe)	SCHEDULED WORK IS REGULAR	
	TIME & OVERTIME AFTER 80 HOURS	
	OF WORK (M-F)	

	Regular Pay	Overtime Pay	Other: (describe)
Master Level Technician	\$ 135 ⁰⁰ /HR	187 ⁰⁰	
Journeyman Level Technician	\$ 109 ⁰⁰ /HR	155 ⁰⁰	
Apprentice/Helper	* 95 ⁰⁰ /HR	\$ 132 ⁰⁰	

Chemicals Excluded: All chemicals used in HVAC water treatment.

Exhibit C-5

Exhibit C-5



REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. 18-035

COUNTY OF FRESNO

HVAC PARTS, SERVICE AND
REPAIRS

Issuance Date: March 15, 2018

Closing Date: April 6, 2018 at 2:00 PM

Submittals: Submit RFSQ response electronically on the Bid Page at Public Purchase.

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In the event that it becomes necessary to revise any part of this RFSQ, addenda will be posted to Public Purchase and all agencies and organizations that received the basic RFSQ will be notified.

Cost Limit for Agreement(s): \$2,500,000.00

Trane U.S. Inc.

Organization	Chan Kim			Account Manager
Individual/Contact Person	3026 N Business Park Avenue, Suite 104			Title
Street Address/P.O. Box	Fresno		CA	93727
City	559-271-4625	559-292-2197	State	Zip Code
Telephone	Fax Number	E-Mail Address		
			Chan.Kim@trane.com	

Purchasing Use: BH:st

ORG/Requisition: 8935 / 1321801109

Exhibit C-5

RFSQ No. 18-035

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III. AGREEMENT TERM.....	5
IV. SB 854/PREVAILING WAGE	5
V. INSURANCE REQUIREMENTS.....	6
VI. SOQ SUBMITTAL REQUIREMENTS	7
VII. SELECTION PROCEDURE	9
VIII. APPEALS	9

Attachment:

- A. ***Board of Supervisors' Master Agreement or ***Procurement Master Agreement

Exhibit C-5

RFSQ No. 18-035

I. INTRODUCTION AND OVERVIEW

The County of Fresno on behalf of the Internal Services Department, Facility Services Division is primarily seeking qualified Contractors to provide HVAC Parts, Service, and Repairs on an "as-needed" basis at various locations in Fresno County, and may include, but is not limited to, fabricating, installing, cleaning, maintaining, servicing, recharging, and inspecting warm-air heating systems, water-heating pumps, ventilating systems, chillers, cooling towers, and air-conditioning systems, and all other work and equipment associated with these systems. Vendors must possess the correct contractor's license for the type of work they perform.

The requested services will be performed on an "as-needed" basis. Contractors who can demonstrate experience, expertise and quality of work may be awarded a master agreement for a term of up to 3-years with two optional 1-year extensions. HVAC parts and equipment will be purchased on an "as-needed" basis. The County spends approximately \$500,000 annually on parts and services.

It is the intent of the County to engage several contractors under one master agreement to provide the professional services described herein.

Contractors and all sub-contractors who perform work must comply with all DIR requirements.

The County reserves the right, at its sole discretion, to terminate this RFSQ process or negotiations with a selected Contractor and either perform the work with its staff or begin a new RFSQ process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFSQ, or to the selected Contractor(s) prior to Board of Supervisors' approval of a Contractor services agreement.

II. SCOPE OF WORK

A. General – Contractor shall provide parts, services, and repairs on an "as-needed" basis to HVAC and related systems at various County locations. The County operates HVAC equipment from manufacturers that include but are not limited to Carrier, Goodman, Lennox, Mcquay, Rheem, Ruud, Trane, and York.

Parts – The Contractor shall provide parts and materials on an "as-needed" basis. Parts may be ordered for delivery to County facilities or picked-up in store by County staff. The County may from time to time, request to see the list/catalog pricing to verify charges, and the Contractor shall comply.

Service – The Contractor shall perform services and repairs on an "as-needed" basis to HVAC and related systems at various locations in Fresno County, and may include, but is not limited to, fabricating, installing, cleaning, maintaining, servicing, recharging, and inspecting warm-air heating systems, water-heating pumps, ventilating systems, chillers, cooling towers, and air-conditioning systems, and all other work and equipment associated with these systems.

B. Qualifications

The Contractor shall possess the necessary contractor's license required for the type of work requested (C-20 for HVAC related work, C-36 for Plumbing, etc.), and be capable of providing the services requested, in compliance with rules and regulations of all applicable codes. All Contractors and sub-contractors are expected to possess the appropriate license for the project in accordance with current regulations and statues. All technicians who perform work must possess a minimum of journeyman level experience. All apprentices or helpers must be supervised.

All personnel performing work on HVAC equipment and related systems shall be appropriately certified to work on that particular equipment.

Exhibit C-5

RFSQ No. 18-035

The Contractor must have an established local presence within the County of Fresno or can demonstrate they can meet all the required response times in accordance with **Section II. Scope of Work, E. Response** within this Request for Statement of Qualifications.

C. Materials and Workmanship

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.

D. Scheduling of Work

A regular County workweek shall be Monday through Friday 8:00 am to 5:00 pm.

All work must be approved by the Facility Services Manager or their designee before work can begin. Contractors responding to a service request shall report to the building manager prior to beginning work, and at the completion of work.

E. Response

The Contractor may be required to respond to emergency service calls, during and after business hours. Details regarding each emergency request will be relayed at the time of call. The Contractor shall acknowledge within 30 minutes if the request can be fulfilled, or the request will be sent to another Contractor.

Level I – Require onsite response within (1) hour or less of Contractor acknowledgment.

Level II – Requires onsite response within (4) hours or less of Contractor acknowledgment.

Level III – Requires onsite response at 7:00 AM, the next normal working day.

Contractor shall inform County of any expected arrival delays. The County reserves the right to send the request to another Contractor should the response level not be met.

F. Compensation

Parts and materials shall be charged as quoted in **Appendix A – Pricing**.

Service work shall be charged as "Time and Materials" at rates quoted in **Appendix A – Pricing**. Time will be billed for actual time worked.

G. Invoicing

All invoices shall be provided to the Facility Services Manager or their designee for approval. Invoices at a minimum shall include:

- Date of service, Time of arrival/departure, Hours of service
- Name of technician providing the service
- Description of equipment serviced, Location of equipment, Building number
- Type of service (repair, maintenance, new install)
- Action taken
- Parts utilization
- Status of service
- Printed name of County representative authorizing the work

Exhibit C-5

RFSQ No. 18-035

III. AGREEMENT TERM

The term of the Agreement will be three (3) years, unless prior to its expiration its term is extended in writing, for no more than two additional one-year terms, by mutual consent of the Director or his/her designee and the Contractor(s). The maximum total contract amount is \$2,500,000.

Total fees paid to the each contractor will be dependent upon the bid provided by contractor. Please note that there are no assurances of any work for qualified vendors during the term of the Agreement and that the County guarantees no minimum amount to each qualified vendor.

Where specific functions are required by law to be performed by the County or where specific functions are listed in the Agreement as to be performed by the County, County staff will perform the actual work function.

IV. SB 854/PREVAILING WAGE

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

Exhibit C-5

RFSQ No. 18-035

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.

V. INSURANCE REQUIREMENTS

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

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

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

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

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

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for

Exhibit C-5

RFSQ No. 18-035

all of the foregoing policies, as required herein, to the **County of Fresno, Facility Services, Attn: Facility Manager, 4590 E. Kings Canyon Road, Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

VI. SOQ SUBMITTAL REQUIREMENTS

The submittal shall be in two (2) parts.

- A. The submittal will enable the Selection Committee to appraise the general competence and qualifications of the appraisal firms. Please provide the listed information in the following sequence:
1. Firm name, address and phone number
 2. Type of organization (sole-proprietorship, partnership, or corporation)
 3. Firm principals who will be responsible for the project, and their educational background, credentials, training and experience
 4. Key personnel (including all proposed sub-contractors, if applicable) who will work on the project with their educational background, credentials, training and experience on comparable projects
 5. List of current staff, including job classification
 6. Firm qualifications
 7. Firm organization chart
 8. List current projects or commitments for similar services in your office
 9. List the name and phone number of at least five relevant client references
 10. Appendix A – Pricing (as provided)

Exhibit C-5

RFSQ No. 18-035

B. Bidder to Complete:

1. 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. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

None

2. Contractors License:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes. Possession of minimum five (5) years experience in performing the services being requested.

The bidder shall possess a current State of California contractor's License, Class C-20 for HVAC, C-36 for plumbing, etc., or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-20 or C-36, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: 561796 - C-20 B C36 C10 C-2 C38 C-4A

Date of Issue: 3/24/1989

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

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.

Exhibit C-5

RFSQ No. 18-035

3. 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)
Operations Manager

Title
1000001179

DIR Number

DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ

VII. SELECTION PROCEDURE

A Selection Committee (hereinafter referred to as "the Committee") will be formed to evaluate the SOQs and to make recommendations. The Committee will consist of representatives of the Department. The Committee will screen the SOQs to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission.

The Committee will address the following criteria in its evaluations of the SOQs:

- A. Bidder is qualified to provide the requested services.
- B. Bidder demonstrates experience in the requested services.
- C. Bidder is capable of providing the requested services.

The County reserves the right to conduct a background inquiry of each proposer 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 SOQ to the County, the proposer 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.

VIII. 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 RFSQ. 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. Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

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

Exhibit C-5

RFSQ No. 18-035

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

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

Exhibit C-5

RFSQ No. 18-035

Appendix A - Pricing

Parts and Materials – Please list how the county will be charged for parts and materials.

(For example, "list -10%, list +10%, cost +/- %)

Please attach additional documents if necessary.

Factory Authorized TRANE parts 15% off Book/List Price

Time – Please describe how the County will be charged on an hourly basis.

Please attach additional documents if necessary.

	Days (ex. Mon-Fri)	Times (ex. 8am – 4pm)
Regular Time:	Mon - Fri	7am - 4pm
Over Time:	Mon - Fri	Before 7am
	Mon - Fri	After 4pm
	Saturday	All day
Other: (describe) Premium Time:	Sunday	All day
	Holidays	All day

	Regular Pay	Overtime Pay	Other: (describe) Premium Time
Master Level Technician	\$142.35	\$213.52	\$284.70
Journeyman Level Technician	\$135.25	\$202.88	\$270.00
Apprentice/Helper	\$ 97.00	\$145.50	\$194.00

Exhibit C-5

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFSQ NUMBER: 18-035

HVAC PARTS, SERVICE AND REPAIRS

Issue Date: March 27, 2018

CLOSING DATE: APRIL 6, 2018 AT 2:00 P.M.

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact **Bryan Hernandez** at (559) 600-7110.

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 18-035 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR STATEMENT OF QUALIFICATIONS.

➤ **QUESTIONS AND ANSWERS**

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFSQ 18-035

COMPANY NAME: Trane U.S. Inc.
(PRINT)

SIGNATURE: 
NAME & TITLE: John Reiner, Operations Manager
(PRINT)

Purchasing Use: BH:yj

ORG/Requisition: 8935 / 1321801109

Exhibit C-5

Addendum No. ONE (1)

Page 2

Request for Statement of Qualifications Number: 18-035

March 27, 2018

QUESTIONS AND ANSWERS

Q1. Do bidders submit all bid responses online? In the SOQ (page 7, VI.) it states bids will be submitted in 2 parts. Please specify how you would like the (2) parts submitted. Qualifications as one upload/file and pricing as the other upload/file?

A1. All bid responses are to be submitted online through Public Purchase. You can submit one file as long as it has the information required in parts A and B of Section VI and with the Pricing.

Q2. Are you requiring to have a C-20 AND C-36 or a C-20 OR a C-36?

*A2. Vendors are only required to possess the appropriate license for the type of work they will perform. Vendors may have either a C-20 for HVAC or a C-36 for Plumbing for the specific services they will perform according to section II. **Scope of Work** under **Service**. If other than a C-20 or a C-36, the bidder must explain, why his/her license(s) is acceptable in performing the requested work.*

For example, if a vendor is only providing HVAC services, then they must have a C-20 license. If a vendor is only providing Plumbing services, then they must have a C-36 license. If a vendor is providing both services, then they must have both a C-20 and C-36 licenses.

Q3. The RFSQ N. 18-035 references attachment A Board of Supervisors' Master Agreement or Procurement Master Agreement. I'm not able to find the attachment online. Where can I get the attachment A?

A3. Please disregard the following on page 2 Table of Contents of the RFSQ:

Attachment:

***Board of Supervisors' Master Agreement or ***Procurement Master Agreement

There is no attachment for this RFSQ.

Exhibit C-5

Chad G. Casteel

Area Service Manager

Trane U.S. Inc.



PROFESSIONAL:

2007 to Present: Area Service Manager, Trane US

2005 to 2007: Sales/Service Manager

1996 to 2005: HVAC Service Technician

RESPONSIBILITIES / EXPERIENCE:

My duties involve all operational aspects of the service business. This includes project set up, invoicing, accounts payable and receivable, inventory, and fleet management. I am involved in all aspects of service projects from estimation to completion. This includes budgets, performance, and job close out. For these projects I function as the primary interface between the customer, vendors, sub-contractors, internal expertise within the office, and project administration.

I work very closely with our technicians to encourage individual growth through technical training programs and on the job mentoring. As the hiring manager I work with nationwide recruiters to acquire the top talent in the HVAC industry.

As the local site Safety Officer I am responsible for developing and implementing our safety training programs for office staff as well as technicians. This includes our refrigerant management process and all state reporting required by the EPA.

EDUCATION:

CCOC Computer Technology

Mission College Santa Clara – Computer Science

SUMMARY

- Excellent self-starter with demonstrated ability to multi-task
- Reliable and organized professional capable of adapting to new challenges
- Never take “no” for an answer
- Capable communicator

WORK EXPERIENCE

TRANE-Fresno **Account Manager** 2009 - Present (9 Years)

- Office leader, consisting of (3) salesmen and (2) inside support personnel, starting 2017
- Consult various different clients (contractor, engineers, and owners) to resolve any issues with Trane equipment
- Provide customers with factory recommendations to avoid any catastrophic failure on Trane equipment
- Work with various markets (Energy, Industrial, Hospital, School Districts, Municipalities, Mechanical Contractors, Mechanical Engineers)
- Turned around customers (KDHD, Tulare County ,BCSD, etc) who previously stopped doing business with Trane resulting in close to \$1,000,000 in revenue past two years
- In-house product champion for Variable Refrigerant Flow (VRF) from 2012 to 2017
- In-house product champion to launch Alliance custom air handling line in 2017

TRANE-Sacramento **Project Management Intern** June 2008 - September 2008 (4 months)

- Worked closely with Project Manager to coordinate different subcontractors
- Worked with Project Manager to keep projects under budget
- Assisted with commissioning buildings

TRANE-Sacramento **Sales Intern** June 2007 - September 2007 (4 months)

- Got in touch with various parts of the business: contracting, controls, sales, fulfillment, etc.
- Worked as a team to solve efficiency problems fulfillment team was having.
- Created and implemented 5 processes to create an efficient fulfillment work environment.

EDUCATION

California Polytechnic State University, San Luis Obispo, California
Bachelor of Science, Mechanical Engineer

LEADERSHIP & INVOLVEMENT

ASHRAE San Joaquin Chapter – President, VP Secretary
ASHRAE San Joaquin Chapter – Student Chair
Cal Poly ASHRAE Club – Vice President of Events

Delta Chi – Pledge President
Engineer-In-Training (EIT)
U.S. Green Building Council LEED AP

COMPUTER SKILLS

- Proficient with Microsoft Word, Excel, and PowerPoint
- Experience with social media and internet research

Exhibit C-5

Dale White

Northern California/Nevada District Manager
Trane U.S. Inc.



PROFESSIONAL:

2003 to Present: District Manager, Northern California/Nevada Trane
1995 to 2003: General Operations Manager, Northern California/Nevada Trane
1991 to 1995: Account Executive, Trane
1979 to 1990: VP Sales & Marketing, Air Systems, Inc.

RESPONSIBILITIES / EXPERIENCE:

Functions as leader of business activities for Northern California/Nevada Trane. Responsible for the development of short and long term strategic planning. Current duties include direct P&L responsibility for the Northern California/Nevada District of Trane Commercial Systems.

Past position experiences and highlights include:

Developed Sales and Marketing strategies for a large Design/Build Mechanical Contractor in San Jose.

Developed a profitable aftermarket business focusing around providing solutions to owners.

Participated on a National Service Board to develop vision and direction for **Trane's Service Business.**

EDUCATION:

BS Environmental Engineering, California State University, San Luis Obispo

PROFESSIONAL MEMBERSHIPS & SERVICES:

SACTO
VP Board of Directors- PEACE for Families

Exhibit C-5



CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



License Number **561796** Entity **CORP**

Business Name **TRANE U S INC DBA TRANE**

Classification(s) **C20 B C36 C10 C-2 C38 C-4 A**

Expiration Date **03/31/2020**

www.cslb.ca.gov



Exhibit C-5



Trane U.S. Inc. dba Trane
 4145 Delmar Ave
 Rocklin, CA 95677
 Phone: (916) 577-1100, Fax: (866) 850-7456

General Contractor Statement of Experience

1. **Name of Firm:** Trane U.S. Inc.
Address of Firm: 3026 N Business Park Avenue Suite 104
 Fresno, CA 93727
Phone Number: (559) 271-4625
2. **Type of Organization:** Corporation
3. **Firm Principals who will be responsible for the project:**

Name	Position	Years' Experience – See Resumes Attached
Dale White	Area Manager	27
John Reiner	Operations Manager	33
Chad Casteel	Area Service Manager	21
Chan Kim	Account Manager	11

4. Key Personnel:

Tech	Years	Training	Experience
Jeff	16	HVAC College. Refrigeration, boilers, pumps, heat pumps, gas packs, air cooled and water cooled chillers, building automation systems, and cooling towers.	Maintenance, installation, and repair of packaged rooftop equipment, split systems, pumps, air cooled and water cooled chillers, and cooling towers.
Jason	20	HVAC College. Refrigeration, boilers, pumps, heat pumps, gas packs, air cooled and water cooled chillers, building automation systems, cooling towers, and absorption chillers.	Maintenance, installation, and repair of packaged rooftop equipment, split systems, pumps, air cooled and water cooled chillers, and cooling towers.
Matt	12	HVAC College. Refrigeration, boilers, pumps, heat pumps, gas packs, air cooled and water cooled chillers, building automation systems, and cooling towers.	Maintenance, installation, and repair of packaged rooftop equipment, split systems, pumps, air cooled and water cooled chillers, and cooling towers.
Stanley	2	HVAC College. Refrigeration, boilers, pumps, heat pumps, gas packs, air cooled and water cooled chillers, building automation systems, and cooling towers.	Maintenance, installation, and repair of packaged rooftop equipment, split systems, pumps, air cooled and water cooled chillers, and cooling towers.

Exhibit C-5

5. Current Staff:

Ingersoll Rand/Trane California District employs 7 Administrators, 81 Account Managers, 204 Technicians

6. Firm qualifications:

Trane®, a brand of Ingersoll Rand®, is a world leader in air conditioning systems, services and solutions. Trane helps customers succeed by providing innovative solutions that optimize indoor environments through a broad portfolio of energy-efficient heating, ventilating and air conditioning systems, building, contracting and energy services, parts support and advanced controls for homes and commercial buildings.

7. Firm organization chart: Attached

8. Current projects or commitments for similar services in our offices:

UC Davis	Placer Unified School District	Fresno Yosemite Airport
Kaweah Delta Health Care	Bakersfield Memorial Hospital	

9. List the name and phone number of at least five relevant client references:

Kaweah Delta Hospital	Ricardo Dealba	(559) 624-2446
Bakersfield Memorial Hospital	Joshua Sharp	(661) 327-4647
Kern County	James Flad	(661) 391-7977
City of Rancho Cordova	Todd Humphrey	(916) 524-0849
IRS Compliance Center	Robin Adcock	(559) 445-1013

Exhibit C-5

John G. Reiner

District General Operations Manager

Trane U.S. Inc.



PROFESSIONAL:

2008 to Present: General Operations Manager, Trane US
2007 to 2008: Service Solutions Manager, Trane, a division of American Standard Inc.
2004 to 2006: District Service Manager, York International
2002 to 2004: Service Solutions Manager, Trane, a division of American Standard
1998 to 2003: Field Service Supervisor, Trane, a division of American Standard
1995 to 1997: Project Management, Trane, a division of American Standard
1981 to 1994: Service Technician, Trane

RESPONSIBILITIES / EXPERIENCE:

Function as the business leader overseeing business development, management of service, contracting, controls operations and on-site Facilities Management throughout the Northern California / Nevada district territory. Duties focus on process development, service delivery, technical development, and team building to deliver value based solutions with high level customer satisfaction.

Highlights:

As a business leader my experience has included the Management of HVAC Service. Contracting, and Controls businesses including daily Operations and Finances. Responsible to Develop and execute yearly business plan in alignment with corporate strategies.

Implement Safety as a business value throughout the local organization. Attained corporate recognition for the implementation the local safety program and recognized as the Western Regional Champion.

Served on various committees representing the local Trane office in areas such as product development, quality control and technician technical development

Project management experience includes execution of complex service solutions, building controls and turnkey construction projects. Worked with project team to develop subcontractor SOW, oversee subcontract execution, coordination of trades, invoicing and payment.

EDUCATION:

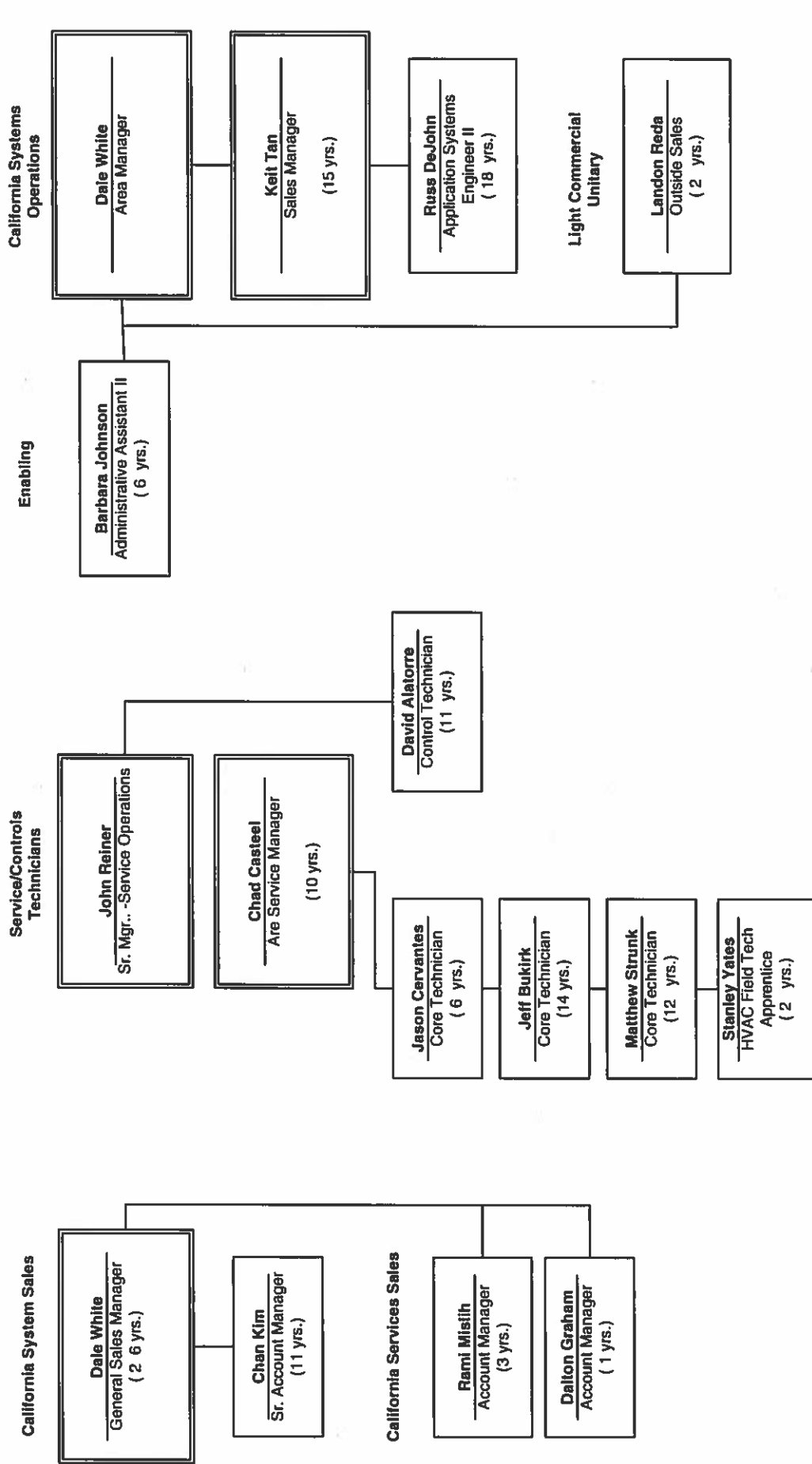
University of Buffalo Computer Science
Erie Community College AAS Computer Science

PROFESSIONAL MEMBERSHIPS:

East China Hill Community Service District Board Member



Fresno Office



1 **Exhibit D**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3
4 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),
5 members of a contractor's board of directors must disclose any self-dealing transactions that
6 they are a party to while providing goods, performing services, or both for the County. A self-
7 dealing transaction is defined below:

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

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

11 INSTRUCTIONS

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

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

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

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

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

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

23 (5) Form must be signed by the board member that is involved in the self-dealing
24 transaction described in Sections (3) and (4).
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(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	



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.

Exhibit **F** – “**NO HOSTAGE**” **POLICY**

EFFECTIVE DATE: 12-18-89

REVISED: 08-06-90, 12-25-94, 05-06-96, 09-01-99,
12-01-10

APPROVED BY: Sheriff M. Mims

BY: Assistant Sheriff T. Gattie

AUTHORITY: California Code of Regulations, Title 15, Section 1029(a)(7)(B)
and Penal Code Section 236.

PURPOSE:

The purpose of this policy is to establish procedures which provide for the resolution of a hostage-taking incident while preserving the safety of staff, public, inmates, and hostages, and maintaining facility security.

POLICY:

The Fresno County Sheriff's Office Jail Division maintains a **NO HOSTAGE FACILITY** and will not consider bargaining with hostage takers for ANY reason.

It is the policy of the Fresno County Sheriff's Office Jail Division that once any staff member is taken hostage, they immediately lose their authority and any orders issued by that person will not be followed regardless of their rank or status.

It is the policy of the Fresno County Sheriff's Office Jail Division that the primary responsibility of all staff members in a hostage situation is to protect every person involved, if possible, from serious injury or death.

PROCEDURES:

I. DEFINITION

HOSTAGE SITUATION: any staff member, citizen or inmate held against their will by another person for the purpose of escape, monetary gain or any reason which may place an individual in danger of losing life or suffering serious injury.

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY).