

**AGREEMENT**

THIS AGREEMENT is made and entered into this 18th day of October, 2016 (the "Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Fakouri Electrical Engineering, Inc., a California Corporation, whose corporate address is at 30001 Comercio, Rancho Santa Margarita, CA 92688, hereinafter referred to as "CONTRACTOR".

**RECITALS**

**WHEREAS**, COUNTY has a need for maintenance and repair services for the County of Fresno's Uninterruptible Power Supply Systems (UPS) from CONTRACTOR; as set forth in the COUNTY's Request for Quotation (RFQ) No. 285-5482 and Addendum No. One thereto (collectively, the "RFQ"); and

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

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

**1. OBLIGATIONS OF THE CONTRACTOR**

A. CONTRACTOR shall provide all labor, materials, equipment, supplies, taxes, insurance, etc. and possess all required licenses to perform emergency service, annual inspections, maintenance and corrective services for Uninterruptible Power Supply Systems (UPS) as specified by COUNTY under COUNTY's RFQ and CONTRACTOR's Response to RFQ, both of which are attached hereto respectively as Attachments A and B and incorporated herein by this reference.

B. CONTRACTOR shall install all material, equipment, devices, etc. in accordance with the recommendations of the manufacturer of each particular item. CONTRACTOR shall submit to COUNTY justification for any deviation from the manufacturer's recommendation and receive written approval prior to completing work. CONTRACTOR is responsible for any malfunction or damage to UPS systems when installation deviates from the manufacturer's

1 recommendation. Manufacturer's installation instructions shall be delivered to and maintained on  
2 the jobsite through the duration of each job.

3 C. All materials, parts and equipment shall be new and per manufacturer  
4 specifications unless otherwise approved in writing by the "County Coordinator" (as defined in  
5 Section 2 hereinbelow).

6 D. Work performed by CONTRACTOR shall be performed by skilled technicians and  
7 helpers directly employed and supervised by the CONTRACTOR. Only qualified technicians with a  
8 minimum of four (4) years journeyman experience or manufacturer's certification shall be permitted  
9 to perform service or maintenance work. Helpers must work under the direct supervision of a  
10 journeyman technician.

11 E. CONTRACTOR will utilize a "Contractor Report of Service Form," an exemplar of  
12 which is attached hereto as Attachment C, to document services rendered for each site visit. The  
13 form shall include, at minimum: date of service; time of arrival/departure; printed name and  
14 signature of technician providing service; building number; unit identification; type of service  
15 (preventative/corrective/extra service),,;action taken,; description of devices serviced, tested, or  
16 repaired; parts utilization; status of service/repair; electrical readings; printed name and signature of  
17 the County Coordinator authorizing the work; and printed name and signature of the County  
18 Coordinator verifying the completion of the work.

19 F. CONTRACTOR acknowledges that the County of Fresno Jail and Juvenile  
20 Justice Campus (JJC) are "no-hostage facilities". CONTRACTOR, CONTRACTOR's employees  
21 and Sub-Contractors agree to abide by COUNTY's rules for a no-hostage facility as set forth in  
22 Attachment D, attached hereto and incorporated herein by this reference, when working in the Jail,  
23 JJC, and associated facilities. COUNTY may change these policies and procedures at any time,  
24 without any prior notice to the CONTRACTOR. The CONTRACTOR shall plan and execute all  
25 work in such a manner so as to prevent a breach of these detention facilities or any other COUNTY  
26 secured facility.

27 G. In accordance with Labor Code section 1770, et seq., the Director of the  
28 Department of Industrial Relations of the State of California has determined the general prevailing

1 wages rates and employer payments for health and welfare pension, vacation, travel time and  
2 subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs  
3 authorized by Section 3093, and similar purposes applicable to the work to be done.

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

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

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

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

24 CONTRACTOR and subcontractor shall keep an accurate record showing the names,  
25 address, social security number, work classification, straight time and overtime hours worked each  
26 day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or  
27 other employee employed by him or her in connection with this public work project. In accordance  
28 with Labor Code section 1776, each payroll record shall be certified and verified by a written

1 declaration under penalty of perjury stating that the information within the payroll record is true and  
2 correct and that the CONTRACTOR or subcontractor complied with the requirements of Labor  
3 Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work  
4 project. These records shall be open at all reasonable hours to inspection by the COUNTY, its  
5 officers and agents, and to the representatives of the State of California – Department of Industrial  
6 Relations, including but not limited to the Division of Labor Standards Enforcement.

7       **2.     OBLIGATIONS OF THE COUNTY**

8           A. COUNTY shall provide the appropriate energy source to run UPS equipment

9           B. COUNTY shall provide access to COUNTY facilities as deemed appropriate.

10          C. COUNTY shall provide a County Coordinator(s) to approve:

11               a. Equipment shutdown schedules;

12               b. Temporary equipment and material storage areas;

13               c. Approval for use of non-standard equipment or materials;

14               d. Work authorizations;

15               e. Verification of work completion;

16               f. Determination of emergency callback and trouble call service categorization  
17               (i.e., Level I, Level II, and Level III) as defined in Attachment A.

18       **3.     TERM**

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

26       **4.     TERMINATION**

27           A. Non-Allocation of Funds – The terms of this Agreement, and the services to be  
28 provided hereunder, are contingent on the approval of funds by the appropriating government

1 agency. Should sufficient funds not be allocated, the services provided may be modified, or this  
2 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written  
3 notice.

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

- 6 a. An illegal or improper use of funds;
- 7 b. A failure to comply with any term of this Agreement;
- 8 c. A substantially incorrect or incomplete report submitted to the COUNTY; or
- 9 d. Improperly performed service.

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

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

21 **5. COMPENSATION:**

22 A. Annual Inspections – The COUNTY agrees to pay CONTRACTOR and  
23 CONTRACTOR agrees to receive compensation as quoted in CONTRACTOR's Response  
24 (Attachment B). A rate of \$9,644.00 per annum, for scheduled inspections of UPS systems,  
25 including UPS batteries and charging systems, will apply. In no event shall such scheduled  
26 maintenance services performed under this Agreement be in excess of \$48,220.00 during the  
27 potential five-year term of this Agreement.

28 B. Corrective Maintenance and Parts – Rates for corrective maintenance labor will

1 be charged at \$112.00 per hour during CONTRACTOR's normal workday hours (Monday –  
2 Friday, 7:00 a.m. – 6:00p.m.) and \$155.00 per hour after such normal working hours and  
3 holiday hours. Materials will be charged at a rate of cost plus eight percent (8%). In no event  
4 shall the total costs of replacement parts and corrective maintenance services provided under  
5 this Agreement exceed \$391,780.00 during the potential five-year term of this Agreement.

6 C. Total Maximum Compensation – In no event shall all services performed under  
7 this Agreement be in excess of \$440,000.00 during the term of this Agreement.

8 **6. INVOICING:**

9 CONTRACTOR shall submit monthly invoices (which must reference the provided  
10 contract number) in triplicate to the County of Fresno, Internal Services Department, Facility  
11 Services Division, 4590 E. Kings Canyon, Fresno, CA 93702. County will pay CONTRACTOR  
12 within forty-five (45) days of receipt of an approved invoice, by mail addressed to CONTRACTOR's  
13 remittance address: 30001 Comercio, Rancho Santa Margarita, CA 92688.

14 **7. INDEPENDENT CONTRACTOR:**

15 In performance of the work, duties and obligations assumed by CONTRACTOR  
16 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any  
17 and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and  
18 performing as an independent contractor, and shall act in an independent capacity and not as an  
19 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
20 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method  
21 by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the  
22 right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations  
23 in accordance with the terms and conditions thereof.

24 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and  
25 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the  
26 subject thereof.

27 Because of its status as an independent contractor, CONTRACTOR shall have  
28 absolutely no right to employment rights and benefits available to COUNTY employees.

1 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its  
2 employees all legally required employee benefits. In addition, CONTRACTOR shall be solely  
3 responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S  
4 employees, including compliance with Social Security withholding and all other regulations  
5 governing such matters. It is acknowledged that during the term of this Agreement,  
6 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this  
7 Agreement.

8 **8. MODIFICATION:**

9 Any matters of this Agreement may be modified from time to time by the written  
10 consent of all the parties without, in any way, affecting the remainder.

11 **9. NON-ASSIGNMENT:**

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

14 **10. HOLD HARMLESS:**

15 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S  
16 request, defend the COUNTY, its officers, agents, and employees from any and all costs and  
17 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection  
18 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees  
19 under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and  
20 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged  
21 by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees  
22 under this Agreement.

23 **11. INSURANCE:**

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

27 **A) COMMERCIAL GENERAL LIABILITY**

28 Commercial General Liability Insurance with limits of not less than One Million

Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B) AUTOMOBILE LIABILITY

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

C) PROFESSIONAL LIABILITY

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

D) WORKER'S COMPENSATION

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

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

1                   Within Thirty (30) days from the date CONTRACTOR executes this Agreement,  
2 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all  
3 of the foregoing policies, as required herein, to the County of Fresno, Robert Bash, Attn:  
4 Facility Services Manager, 4590 E. Kings Canyon, Fresno, CA 93702, stating that such  
5 insurance coverages have been obtained and are in full force; that the County of Fresno, its  
6 officers, agents and employees will not be responsible for any premiums on the policies; that  
7 such Commercial General Liability insurance names the County of Fresno, its officers, agents  
8 and employees, individually and collectively, as additional insured, but only insofar as the  
9 operations under this Agreement are concerned; that such coverage for additional insured shall  
10 apply as primary insurance and any other insurance, or self-insurance, maintained by  
11 COUNTY, its officers, agents and employees, shall be excess only and not contributing with  
12 insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be  
13 cancelled or changed without a minimum of thirty (30) days advance, written notice given to  
14 COUNTY.

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

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

21                   **12.   AUDITS AND INSPECTIONS:**

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

28                   If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall

be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

**13. NOTICES:**

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

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

COUNTY OF FRESNO

Robert Bash  
Director of Internal Services/  
Chief Information Officer  
333 W. Pontiac Way  
Clovis, CA 93612  
Telephone: (559) 600-7242  
FAX: (559) 600-7739

CONTRACTOR

Lisa Findlay  
Senior Contract Administrator  
  
30001 Comercio  
Rancho Santa Margarita, CA 92688  
Telephone: (949) 888-2400  
FAX: (949) 888-2016

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

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1           **14.    GOVERNING LAW:**

2                   Venue for any action arising out of or related to this Agreement shall only be in  
3 Fresno County, California.

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

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

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

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

18           **16.    ENTIRE AGREEMENT:**

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

27 ///

28 ///

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

3 CONTRACTOR

4 Maryam Ewalt  
Maryam Ewalt, President/CEO

5 Date: 9/16/16

6 Charles Ewalt  
Charles Ewalt, COO

7 Date: 9/16/16

COUNTY OF FRESNO

8 Ernest Buddy Mendes  
Ernest Buddy Mendes  
Chairman, Board of Supervisors

Date: October 18, 2016

Bernice E. Seidel  
Clerk, Board of Supervisors

By: Susan Bishop

DEPUTY

10 REVIEWED & RECOMMENDED FOR APPROVAL

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

12 APPROVED AS TO LEGAL FORM

13 Daniel C. Cederborg  
County Counsel

14 By: James T. Smith

DEPUTY

15 APPROVED AS TO ACCOUNTING FORM

16 Vicki Crow, CPA  
Auditor-Controller/Treasurer-Tax Collector

17 By: Vicki Crow

18 FOR ACCOUNTING USE ONLY:

19 FUND: 1045

20 SUBCLASS: 10000

21 ORG NO.: 8935

22 ACCOUNT: 7205

# COUNTY OF FRESNO

## REQUEST FOR QUOTATION

### NUMBER: 285-5482

## UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEMS

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**Issue Date: June 8, 2016**

**Closing Date: JULY 26, 2016**

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

Questions regarding this RFQ should be directed to: Heather Stevens,  
e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us) or phone (559) 600-7115.

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

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

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### BIDDER TO COMPLETE

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

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

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

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COMPANY

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ADDRESS

---

CITY

STATE

ZIP CODE

( )

TELEPHONE NUMBER

( )

FACSIMILE NUMBER

E-MAIL ADDRESS

---

SIGNATURE (IN BLUE INK)

---

PRINT NAME

TITLE

Purchasing Use: HS:ssj

ORG/Requisition: 8935 / 1321601143

Quotation No. 285-5482

## COUNTY OF FRESNO PURCHASING

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

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

## GENERAL CONDITIONS

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

#### 1. BID PREPARATION:

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

#### 2. SUBMITTING BIDS:

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

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

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

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

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

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

#### 3. FAILURE TO BID:

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

#### 4. TAXES, CHARGES AND EXTRAS:

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

**Quotation No. 285-5482**

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

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

6. AWARDS:

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

7. TIE BIDS:

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

8. PATENT INDEMNITY:

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

9. SAMPLES:

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

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

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

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

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

11. DISCOUNTS:

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

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

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

13. SPECIAL REQUIREMENT:

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

14. RECYCLED PRODUCTS/MATERIALS:

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

15. YEAR COMPLIANCE WARRANTY:

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

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

16. PARTICIPATION:

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

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

### 17. CONFIDENTIALITY:

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

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

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

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

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

### 18. APPEALS:

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

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

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

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

### 19. OBLIGATIONS OF CONTRACTOR:

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

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

### 20. AUDITS & RETENTION:

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

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

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

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

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

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

### 22. DATA SECURITY:

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

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

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

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

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

### 23. PURCHASING LOCATION & HOURS:

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

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

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

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

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

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

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

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of

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

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

Fresno County is the sole client, such as:

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

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

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

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

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

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

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

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

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

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

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

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

### Medical Professional Contracts

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

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

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

### Contracts for Legal Services

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

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

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

### Prohibited Bids Concerning End Product of Consulting Contracts

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

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

### **ADMINISTRATIVE POLICY NUMBER 71**

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

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

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

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

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

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## KEY DATES

|                                                                                                                                |                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| RFQ Issue Date:                                                                                                                | June 8, 2016                                                                                                                     |
| Vendor Conference:<br><i>Vendors are to contact Heather Stevens at (559) 600-7115 if planning to attend vendor conference.</i> | June 20, 2016 at 10:00 A.M.<br>County of Fresno Purchasing<br>4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor<br>Fresno, CA 93702 |
| Deadline for Written Requests for Interpretations or Corrections of RFQ:                                                       | June 23, 2016 at 1:00 P.M.<br>E-Mail: <a href="mailto:CountyPurchasing@co.fresno.ca.us">CountyPurchasing@co.fresno.ca.us</a>     |
| RFQ Closing Date:                                                                                                              | July 26, 2016 at 2:00 P.M.<br>County of Fresno Purchasing<br>4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor<br>Fresno, CA 93702  |
| Site Visit                                                                                                                     | Immediately following Vendor Conference                                                                                          |

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## BIDDING INSTRUCTIONS

The County of Fresno on behalf of the Department of Internal Services, Facilities Division is requesting quotations from qualified vendors to provide the following inspection, annual maintenance, corrective services, and emergency services to the Uninterruptible Power Supply (UPS) and battery units in operation within County facilities.

**LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE:**

The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

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

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

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see below). Any change in the RFQ will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

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

- a. Such questions are submitted in writing to County Purchasing by 1:00 P.M. June 23, 2013 Cut-Off. Questions must be directed to the attention of the buyer identified on page one.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.

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

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

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

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

**AUTHORIZED CONTACT:** All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be

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in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**VENDOR CONFERENCE/ SITE INSPECTION:** On June 20, 2016 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and quotation requirements will be explained.

A Site Inspection will begin immediately after the Vendor Conference. Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

An Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

**Bidders are to contact Heather Stevens at County of Fresno Purchasing, (559) 600-7115, if they are planning to attend.**

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

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

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

**FIRM QUOTATION:** All quotations shall remain firm for at least ninety (90) days.

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

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

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

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

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

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

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

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

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or

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any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**ORDERING:** Orders will be placed as required by County of Fresno Internal Services – Facility Services

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

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

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

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

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

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

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

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

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

**WATER, POWER & TOILET FACILITIES:** Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required,

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however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

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

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

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

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

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

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

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

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

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

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

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

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

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thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

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

Contractor shall provide the Certified Payroll Records for each pay period within ten (10) days, as required herein, to the County of Fresno, **Internal Services Department – Facility Services, 4590 E. Kings Canyon Road, Fresno, CA 93702**. In the event Contractor fails to provide the Certified Payroll Records within the allotted time frame, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

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

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

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

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Internal Services Department – Facility Services, 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

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shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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

**BIDDER TO COMPLETE:**

**SUBCONTRACTORS:**

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

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**CONTRACTOR'S LICENSE:**

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

The bidder shall possess a current State of California contractor's License, Class C-10 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.

**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.

**BONDS:**

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

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

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

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

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**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

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

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

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

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

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**BIDDER TO COMPLETE THE FOLLOWING:**

## PARTICIPATION

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

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

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

☐

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

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

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(Authorized Signature in Blue Ink)

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Title

## DIR ACKNOWLEDGEMENT

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

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(Authorized Signature in Blue Ink)

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Title

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DIR Number

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

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

**REFERENCE LIST**

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

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

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

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

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

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

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

## SPECIFICATIONS

The County of Fresno on behalf of the Department of Internal Services, Facilities Division is requesting proposals from qualified vendors to provide the following inspections, annual maintenance, corrective services, and emergency services to the Uninterruptible Power Supply (UPS) and battery power units in operation within County facilities.

This Request for Quotation provides interested firms with the information required to prepare and submit to the County quotations for scheduled and corrective maintenance. The bidders will be responsible for supplying information on their ability to perform these services in a reliable, practical, cost-effective manner, while maintaining the highest technical standards, regardless of the day or time.

The County has identified its needs for a maintenance program and the submitted quotation shall meet these requirements.

### GENERAL REQUIREMENTS:

1. Provide all labor, materials, appliances, tools, transportation, and equipment required to complete scheduled system maintenance and corrective maintenance as required within the Scope of Work.
2. All work shall be in full compliance with current rules and regulations of all applicable codes. Nothing in this RFQ is to be construed to permit work not conforming to these codes. Applicable codes and regulations include, but are not limited to, the following:
  - a. National Fire Protection Association – NFPA
  - b. Uniform Building Code (Latest Edition)
  - c. American Society of Mechanical Engineers – ASME
  - d. American Society for Testing and Materials – ASTM
  - e. National Electrical Code – NEC (Latest Edition)
  - f. National Electrical Manufacturer's Association – NEMA
  - g. National Electrical Contractors Association – NECA
  - h. Title 24, Building Safety, C.C.R.
  - i. Occupational Safety and Health Act – OSHA
  - j. Underwriters Laboratory - UL
  - k. All Local Codes

COUNTY COORDINATOR - RIGHTS AND RESPONSIBILITIES: The term "County Coordinator" shall refer to the person or persons responsible in the supervision of any Contract resulting from this Request for Quotation (RFQ).

It will be the duty of the County Coordinator to supervise the work as it progresses as well as to inspect materials, which are used in the work. The duty of inspectors acting under the County Coordinators shall not be only to report deviations from the specifications, but they shall have the power to stop the work pending a decision by the County. The inspector shall have no power to alter the specifications. Advice or directions given to the Contractor by the inspector shall not be binding upon the County; neither shall it release the Contractor from his responsibilities as herein stated.

It will be the right of the County at any time to stop defective work or to stop the entire work by the Contractor if he is not complying with the specifications and terms of the contract entered into between the County of Fresno and the Contractor.

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

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

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**DELIVERY REQUIREMENTS:** Facility Services will be responsible for the administration of the work requested through this Request for Quotation (RFQ).

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

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

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

**CONTROL OF WORK AND INSTRUCTIONS:** The contractor shall provide supervision of the work to the satisfaction of the County.

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

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

No work shall interfere with the operation of the existing facilities on or adjacent to the site.

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

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

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

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

**MATERIALS & WORKMANSHIP:** Materials and equipment shall be new unless otherwise approved by the County. Materials and equipment of a given type shall be of the same manufacture. Materials and equipment shall be free of dents, scratches, marks, shipping tags, and all defacing features.

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

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

Workmanship shall be to the best of trade practices, performed by workers thoroughly trained and familiar with the respective systems. The Contractor at the Contractor expense shall correct all defective workmanship.

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

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

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

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

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

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

**RESPONSIBILITY OF CONTRACTOR:** Contractor shall take responsibility for the work, and shall bear all losses resulting to him on account of the negligence of the Contractor. Contractor shall be responsible for all work of subcontractors and shall assume the defense of and indemnify and save harmless the County of Fresno and any of its officers and their agents from claims of any kind arising from the negligent performance of this Contract by the Contractor or any of his subcontractors. Contractor shall not be liable for injuries or damage to persons or property except those directly due to his own acts or omissions, and the responsibility of the County for injuries or damage to persons or property while on or about the equipment being maintained hereunder is in no way affected by this Agreement. Contractor shall not be liable for any loss, damage or delay caused by strikes, lock-outs, fire, theft, floods, riot, civil commotion, war, malicious mischief, act of God or any cause beyond his reasonable control.

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

Contractor shall in no case allow the performance of work by subcontract unless the subcontractor has been approved by the County, and in no case shall the use of subcontractors in any way alter the position of the Contractor or his sureties with relation to his Contract with Fresno County. When a subcontractor is used the responsibility for every portion of the work shall still remain with the Contractor.

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

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

Upon demand of the County, the Contractor shall correct any dangerous or hazardous situations that the County may indicate.

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

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

Contractor shall provide sufficient technicians for the service of the systems listed in this agreement in accordance with the specifications herein. Technicians utilized for UPS and battery maintenance shall be

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qualified and experienced in the inspection, testing, and maintenance of these systems. Contractor may be required at any time to provide substantiation and verification of qualifications of their employee(s) upon request of the County

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

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

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

The successful bidder shall have verifiable experience in a detention facility environment and be regularly engaged in the service and repair of UPS AND battery systems.

MANNER AND TIME OF CONDUCTING THE WORK: All work shall be performed by skilled technicians and helpers directly employed and supervised by the Contractor. Only qualified system technicians with a minimum of 4 years' journeyman experience or manufacturer's certification shall be allowed to perform service or maintenance work. Helpers must work under the direct supervision of a journeyman technician.

Except for emergency callback service and minor repairs and/or adjustments hereinafter provided for, all work shall be performed during regular working hours and days. Regular working hours are from 7:00 a.m. until 6:00 p.m. Monday through Friday. County holidays excluded.

All equipment shutdowns for regular maintenance or extra examinations shall be scheduled in advance with the designated County representative and approved by the County so as not to interfere with building operations during the peak usage times. Shutdowns in excess of one hour may require scheduling outside of normal business hours. No extra charges will be incurred because of a scheduled shutdown regardless of day or time.

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

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

LEVEL I - Requires onsite response in two (2) hours or less.

LEVEL II - Requires onsite response in eight (8) hours or less.

LEVEL III- Requires onsite response at 0800 hours, the next day

Due to the criticality of the protected systems, 911 Dispatch, Detention Door Controls, and Countywide Information Systems, determination of call level is at the discretion of the County or his authorized representative. Failure to furnish emergency callback service within the above-specified time of notification of need may result in termination of the contract, withholding of payment, and/or another contractor to be hired to complete the work at the current contractor's expense.

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**MINIMUM REQUIREMENTS FOR SITE VISITS:**

**A. FRESNO COUNTY DETENTION FACILITY:**

- 4 EACH RIELLO 65 KVA, 480V 3ph in 480V 3ph out, with 30 Johnson Control 12-270/each or equivalent. (Note: Located in Bldg. 608 roof room & 2 each in basement)
- 1 EACH TRIPLITE 2.2 KVA with internal batteries, 1 EACH SENS 12A Rectifier Model DCT120-12-A653 with 20 6V Marathon batteries Model M6V190F (Note: Located in Bldg. 608)
- 1 EACH MITSUBISHI 50 KVA Model UP2033C-B503SU-2. (Note: Located in Bldg. 607, 1<sup>st</sup> floor Elec. Rm.)
- 1 EACH MITSUBISHI 40 KVA Model UP2033C-B403SU-2. (Note: Located in Bldg. 607, 2<sup>nd</sup> floor Elec. Rm.)
- 1 EACH MITSUBISHI 20 KVA, Model up2033c-b1535v-2, Serial #02-663j0102, with 30 (internal) Yuasa NP-18-12B or equivalent. (Note: Located in Bldg. 605, Laundry Storage; for Violent Offender Control)
- 1 EACH LIEBERT 30 KVA Model N Power, Serial No. M08F30007, Part No. 37SA03AAC6EH 76 (Note: Located in Bldg. 701, Room E112)
- 1 EACH LIEBERT 30 KVA Model N Power, Serial No. M08F30006, Part No. 37SA03AAC6EH 76 (Note: Located in Bldg. 701, Room B-245)

PROVIDE **ONE** SCHEDULED MAINTENANCE VISIT PER YEAR FOR EACH UPS.

PROVIDE **ONE** SCHEDULED MAINTENANCE VISIT PER YEAR FOR BATTERIES.  
(Does not include corrective maintenance and parts.)

**B. FRESNO COUNTY SHERIFF ADMINISTRATION BUILDING:**

- 1 EACH RIELLO 65 KVA, 480V 3ph in 480V 3ph out, Batteries (Sealed), 30 Each PRC-1290S

PROVIDE **TWO** SCHEDULED MAINTENANCE VISITS PER YEAR FOR EACH UPS.  
(Corrective maintenance parts not included/labor included.)

PROVIDE **FOUR** SCHEDULED MAINTENANCE VISITS PER YEAR FOR BATTERIES AND CHARGING SYSTEM. (Corrective maintenance, parts, and labor included.)

**C. FRESNO COUNTY ITSD, PLAZA BUILDING and 10<sup>th</sup> Street:**

- Toshiba 50 KVA, Battery (Sealed), 30 each Datasafe 12HX330FR (Note: Located in Plaza Bldg. 610 – 21<sup>st</sup> Floor)
- Toshiba 225 KVA, Battery (Sealed), 80 each CSB XHRL12620WFR (Note: Located in Bldg. 509)
- Toshiba 225 KVA, Battery (Sealed), 80 each CSB XHRL12620WFR (Note: Located in Bldg. 509)

PROVIDE **TWO** SCHEDULED MAINTENANCE VISITS PER YEAR FOR EACH UPS.  
(Includes corrective maintenance and parts replacement.)

PROVIDE **FOUR** SCHEDULED MAINTENANCE VISITS PER YEAR FOR BATTERIES AND CHARGING SYSTEM. (Corrective maintenance, parts, and labor included.)

**D. FRESNO COUNTY CORONER BUILDING:**

- 1 EACH LIEBERT 65 KVA Model N-Power with 40 VISION batteries Model UNA 12-200 (Note: Located in Bldg. 716)

PROVIDE **ONE** SCHEDULED MAINTENANCE VISIT PER YEAR FOR UPS.

PROVIDE **ONE** SCHEDULED MAINTENANCE VISIT PER YEAR FOR BATTERIES.  
(Does not include corrective maintenance and parts.)

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**MAINTENANCE REQUIREMENTS:**

SCHEDULED UPS MAINTENANCE VISITS SHALL, AT A MINIMUM, INCLUDE THE FOLLOWING IF APPROPRIATE TO EQUIPMENT:

- Comply with all site safety and security requirements.
- Perform and record maintenance per OEM specifications
- Clean cabinet and surrounding operational area.
- Check internal / external airflow and all fans.
- Measure and record ambient / operating noise levels.
- Perform IR scan for normal heat signature.
- Check for excessive mechanical / magnetic vibrations.
- Record Key components and ambient operating temps.
- Inspect all components for abnormalities.
- Check and correct all connections to proper torque rating.
- Record normal operation conditions and parameters.
- Record solid state filter assemblies currents
- Record capacitor filter assemblies voltage / current.
- Record magnetic filter assemblies voltage / current.
- Check and adjust display meters and indicators.
- Record input/output neutral and ground readings.
- Perform Sub-Systems periodic tests.
- Calibrate sub-systems.
- Check all circuit breakers and fuses.
- Check remote input/output displays/interfaces.
- Check operating environment safeties.
- Check for applicable seismic compliance requirements.
- Identify in writing all discrepancies and deficiency.
- Provide written report of service.
- Review report with facilities personnel.

SCHEDULED BATTERY MAINTENANCE VISITS SHALL, AT A MINIMUM, INCLUDE THE FOLLOWING:

- Comply with all site Safety and security requirements.
- Perform and record maintenance per OEM specifications.
- Clean racks and cabinets.
- Correct all rack and cabinet connector hardware deficiency.
- Check internal / external airflow and fans.
- Record piolet cell/jar ambient operating temps.
- Inspect all components for abnormalities.
- Perform IR scan for normal operating heat signatures.
- Inspect all jars for cracks, leaks, swelling, etc.
- Remove/correct all terminal / connector corrosion.

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- Check and correct all connections to proper torque rating.
- Correct all terminal deficiencies.
- Inspect and correct for proper terminal coating.
- Record normal operating conditions and parameters.
- Record all cell / jar float voltages.
- Record ground voltage and current.
- Record all cell / jar impedance voltages.
- Record all charger filter assemblies voltages and currents.
- Record charger float and ripple voltages and currents.
- Adjust charger to temperature-compensated float voltage.
- Check LVSD.
- Check all circuit breakers and fuses.
- Perform normal load test (vice resistive load test).
- Profile / estimate minimum back-up time.
- Check remote input/output displays / interfaces.
- Check for seismic compliance.
- Identify in writing all discrepancies or deficiency.
- Provide written service report and review with facility personnel.

NON-SEALED SYSTEMS ALSO INCLUDE:

- Inspect jar hardware (flame arrestors, vents, caps, etc.)
- Identify & record critical sediment levels.
- Record electrolyte specific gravity, temperature, and level.
- Inspect internal components (plates, separators, etc.).
- Check inter-cell / jar connector impedance.
- Correct electrolyte level with distilled water.
- Proper release of hydrogen gas bubbles.

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**COMPETENCE OF BIDDER:**

The importance of maintaining the identified equipment in a safe and efficient operating condition at all times demands that service be performed by a company who has satisfactorily maintained equipment of similar grade to the degree specified herein.

**In order to demonstrate that the bidder can properly fulfill all of the services and conditions of these specifications, each vendor is required to confirm its ability to comply with the specifications listed in the table below.**

| <u>SPECIFICATION:</u>                                                                                                                                                                                                                                                                                                                                                               | <u>COMPLY</u> | <u>NOT COMPLY</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------|
| Possession of a valid State of California Electrical Contractor's License, Classification C-10.                                                                                                                                                                                                                                                                                     |               |                   |
| Satisfactorily performed other contracts of similar nature and magnitude. Proposal includes names, telephone numbers, and scope of work for such agreements.                                                                                                                                                                                                                        |               |                   |
| The requisite organization of skilled and experienced technicians thoroughly trained in the inspection, testing, maintenance and repair of UPS/battery/Power Systems repair under his direct employment and supervision. Proposal includes names, years of experience, specialized training and experience of individuals to perform the work.                                      |               |                   |
| Furnish one manned telephone number providing 24 hours per day, 7 days a week, 365 days per year basis for emergency response. Calls may be forwarded to another phone number; however, answering machines are not acceptable.                                                                                                                                                      |               |                   |
| All proprietary information and diagnostic tools necessary to properly maintain, troubleshoot, and adjust the County's systems.                                                                                                                                                                                                                                                     |               |                   |
| The equipment protected by the UPS systems identified herein is essential to the County's ability to serve citizens of the County on a 24-hours per day, seven days per week basis. Therefore, the successful bidder shall have the ability to respond to the specified worksite within two (2) hours after receiving emergency Level I notification regardless of the day or time. |               |                   |

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# QUOTATION SCHEDULE

## A. DETENTION FACILITY

Note: Vendor to provide the Annual cost per unit for the services specified.

| DESCRIPTION                                                                                                                                                                                      | QTY | ANNUAL COST<br>PER UNIT |      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------|------|
| RIELLO 65 KVA, 480V 3ph in 480V 3ph out, with 30 Johnson Control 12-270/each or equivalent.<br>(Note: Located in Bldg. 608 roof room & 2 each in basement)                                       | 4   | \$                      | each |
| TRIPLITE 2.2 KVA, SENS 12A Rectifier<br>(Note: Located in Bldg. 608)                                                                                                                             | 1   | \$                      | each |
| MITSUBISHI 50 KVA Model UP2033C-B503SU-2.<br>(Note: Located in Bldg. 607, 1 <sup>st</sup> floor Elec. Rm.)                                                                                       | 1   | \$                      | each |
| MITSUBISHI 40 KVA Model UP2033C-B403SU-2.<br>(Note: Located in Bldg. 607, 2 <sup>nd</sup> floor Elec. Rm.)                                                                                       | 1   | \$                      | each |
| MITSUBISHI 20 KVA, Model up2033c-b1535v-2, Serial #02-663j0102, with 30 (internal) Yuasa NP-18-12B or equivalent.<br>(Note: Located in Bldg. 605, Laundry Storage; for Violent Offender Control) | 1   | \$                      | each |
| LIEBERT 30 KVA Model N Power, Serial No. M08F30007, Part No. 37SA03AAC6EH 76<br>(Note: Located in Bldg. 701, Room E112)                                                                          | 1   | \$                      | each |
| LIEBERT 30 KVA Model N Power, Serial No. M08F30006, Part No. 37SA03AAC6EH 76<br>(Note: Located in Bldg. 701, Room B-245)                                                                         | 1   | \$                      | each |

\*Provide **one (1)** scheduled maintenance visit per year for each UPS.

\*Provide **one (1)** scheduled maintenance visit per year for batteries.

## B. SHERIFF ADMINISTRATION

Note: Vendor to provide the Annual cost per unit for the services specified.

| DESCRIPTION                                                                        | QTY | ANNUAL COST<br>PER UNIT |      |
|------------------------------------------------------------------------------------|-----|-------------------------|------|
| RIELLO 65 KVA, 480V 3ph in 480V 3ph out, with 30 each PRC-1290S Batteries (Sealed) | 1   | \$                      | each |

\*Provide **two (2)** scheduled maintenance visit per year for each UPS.

\*Provide **four (4)** scheduled maintenance visit per year for batteries.

- Locates batteries indicating imminent failure
- Includes failed battery replacement at the rate of 10% year up to "end of life"
- Designed for battery systems eligible for the manufacturer's full warranty period

Quotation No. 285-5482

C. PLAZA & ITSD

DESCRIPTION

QTY

ANNUAL COST  
PER UNIT

**Plaza Building 21<sup>st</sup> Floor**

Toshiba 50 KVA Model T42d3F500XAMXN (4200FA XT) with 30 each  
Datasafe 12HX330FR Batteries (Sealed)

1

\$ \_\_\_\_\_ each

**10<sup>th</sup> Street**

UPS Toshiba 225 KVA Model T90S3S22KS6XSN with 80 each CSB XHRL  
12620WFR Batteries (Sealed)

2

\$ \_\_\_\_\_ each

\*Provide **two (2)** scheduled maintenance visit per year for each UPS.

\*Provide **four (4)** scheduled maintenance visit per year for batteries and charging system.

- Locates batteries indicating imminent failure
- Includes failed battery replacement at the rate of 10% year up to "end of life"
- Designed for battery systems eligible for the manufacturer's full warranty period

D. CORONER BUILDING

DESCRIPTION

QTY

ANNUAL COST  
PER UNIT

LIEBERT 65 KVA Model N-power with 40 each VISION UNA 12-200  
Batteries

1

\$ \_\_\_\_\_ each

\*Provide **one (1)** scheduled maintenance visit per year for each UPS.

\*Provide **one (1)** scheduled maintenance visit per year for batteries.

**CORRECTIVE MAINTENANCE LABOR AND MATERIALS RATES**

Quotations for rates should include Travel/Mileage/Portal to Portal

**On site labor rates:**

NORMAL HOURS \$ \_\_\_\_\_ HOUR  
(Monday – Friday 7:00 a.m. -- 6:00 p.m.)

AFTER NORMAL HOURS \$ \_\_\_\_\_ HOUR

HOLIDAY HOURS \$ \_\_\_\_\_ HOUR

**Materials:**

Provide a price sheet of major component and replacement batteries for systems indicated.

Other Material

Cost Plus \_\_\_\_\_ %

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Serviceman's name, address and phone number during:

Regular working hours (8:00 a.m. to 5:00 p.m.)

|       |              |
|-------|--------------|
| _____ | _____        |
| Name  | Phone number |

\_\_\_\_\_

Address

After regular working hours:

|       |              |
|-------|--------------|
| _____ | _____        |
| Name  | Phone number |

\_\_\_\_\_

Address

Other person/location, address or phone number where service/maintenance may be obtained:

|       |              |
|-------|--------------|
| _____ | _____        |
| Name  | Phone number |

\_\_\_\_\_

Address

|       |              |
|-------|--------------|
| _____ | _____        |
| Name  | Phone number |

\_\_\_\_\_

Address

|       |              |
|-------|--------------|
| _____ | _____        |
| Name  | Phone number |

\_\_\_\_\_

Address

Minimum Charge: (Attach additional sheets and explain in detail)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Quotation No. 285-5482

## CHECK LIST

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

*Check off each of the following:*

1. \_\_\_\_\_ All signatures must be in **blue ink**.
2. \_\_\_\_\_ The Request for Quotation (RFQ) has been signed and completed.
3. \_\_\_\_\_ **One (1) original and two (2) copies** of the RFQ have been provided.
4. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
5. \_\_\_\_\_ The completed *Reference List* as provided with this RFQ.
6. \_\_\_\_\_ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
7. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. \_\_\_\_\_ The *Participation* page as provided within this RFQ has been signed and included
9. \_\_\_\_\_ The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
10. \_\_\_\_\_ *Bidder to Complete* page as provided with this RFQ.
11. \_\_\_\_\_ Verification of Department of Industrial Relations Contractor Registration.
12. \_\_\_\_\_ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
13. \_\_\_\_\_ Specification, descriptions etc. for items offered under bidder(s) quotation.
14. \_\_\_\_\_ A description of the design and techniques that the bidder will use to complete the project.
15. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

|                          |                                                   |
|--------------------------|---------------------------------------------------|
| County of Fresno RFQ No. | <u>285-5482</u>                                   |
| Closing Date:            | <u>July 26, 2016</u>                              |
| Closing Time:            | <u>2:00 P.M.</u>                                  |
| Commodity or Service:    | <u>Uninterruptible Power Supply (UPS) Systems</u> |

**Return Checklist with your RFQ response.**

## **ATTACHMENT A**

### **NO HOSTAGE POLICY**

## NO HOSTAGE FACILITIES

**SECURITY:** COUNTY's Juvenile Justice Campus, Fresno County South Annex Jail, Fresno County North Annex Jail, and Fresno County Main Jail are no hostage facilities operated by the Fresno County Sheriff's Office and Probation Department.

The security of each Detention Facility is paramount and takes precedence over all processes. Before the start of any work, CONTRACTOR and any subcontractors shall review with a representative of the Sheriff's Office, Probation Department and COUNTY

Coordinator, the proposed process and how his work will interface with the respective Detention Facility's operations. The Detention Facility's operations shall take precedence. CONTRACTOR shall perform his work in accordance with the procedures established by the Sheriff's Office and Probation Department. Should any revisions to any procedures become necessary, such revisions shall be reviewed and approved by Sheriff's Office or Probation Department and the COUNTY Coordinator before execution of such revisions. Exit facilities, distress warning devices and similar devices and equipment shall remain operable at all times in accordance with regulations of the State Fire Marshall.

CONTRACTOR shall plan and execute his work in such a manner so as to prevent a breach of the Detention Facilities' Security or allowing an inmate to escape. This maintenance of security shall remain in effect for the duration of the project.

CONTRACTOR shall be responsible for preventing the introduction of any material or equipment into the facility that could be deemed contraband. Such contraband shall include, but not be limited to, tools, equipment, supplies, construction waste, and construction materials.

Only tools, supplies and equipment necessary to complete a given task shall be taken into an inmate occupied space. Such tools, supplies, and materials shall be inventoried in and out of the secured area by CONTRACTOR. Any discrepancy shall be called to the attention of the Sheriff's Office or Probation Department representative immediately.

The Sheriff's Office or Probation Department may want to limit the number of workmen in any one area at one time. Only workmen with proper identification as issued by the Sheriff's Office shall be allowed into the work area within the Detention Facilities. The appropriate identification will be issued on an as needed basis.

The Detention Facilities have no "Off Hours". CONTRACTOR shall confer with the Sheriff's Office representative and COUNTY Coordinator on a case by case basis for all work to be performed outside normal hours.

**Any violations of security procedures which result in extraordinary man hour expenditures by COUNTY, such as for unscheduled searches to retrieve contraband or man hour costs expended to report and/or recapture an escapee, will be the responsibility of the CONTRACTOR.**

## **“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).
- B. The Watch Commander will notify the Patrol Watch Commander and apprise them of the incident. The Patrol Watch Commander may be requested to activate the Crisis Negotiations Team (CNT), outside support agencies, equipment, personnel, and dispatch a detective to the scene for the crime report.

#### **III. DURING NEGOTIATIONS**

- A. While at the scene, the CNT members will conduct all verbal or written communications between the hostage taker(s) and the Incident Commander. CNT will immediately notify the Incident Commander of any changes in the following situations:
  - 1. Hostage status
  - 2. Incident changes and developments
  - 3. Hostage taker demands
  - 4. Any and all pertinent information concerning the incident
- B. Staff members at the scene not actively involved with negotiations will not act or speak out to the hostage taker(s) or hostages.
- C. The Tactical Commander will formulate a plan to take the necessary actions, using the appropriate force, to terminate the hostage situation in the event negotiations fail. Hostage safety will be of paramount concern.

**“YOU ARE ENTERING A NO HOSTAGE FACILITY. EMPLOYEES WILL NOT RECOGNIZE HOSTAGES FOR BARGAINING PURPOSES OR PERMIT INMATES OR OTHERS TO USE HOSTAGES TO ESCAPE FROM CUSTODY. PERSONS ENTERING THIS FACILITY MAY BE SUBJECT TO SEARCH.”**

**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: ONE (1)**  
**RFQ NUMBER: 285-5482**  
**UNINTERRUPTIBLE POWER SUPPLY (UPS)**  
**SYSTEMS**

---

**Issue Date: June 24, 2016**

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

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

**CLOSING DATE OF QUOTATION WILL BE AT 2:00 P.M., ON JULY 26, 2016.**

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

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

Clarification of specifications is to be directed to: **Heather Stevens**,  
phone (559) 600-7115 or e-mail [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us).

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 285-5482 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN IN BLUE INK AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

**ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFQ 285-5482**

COMPANY NAME: \_\_\_\_\_  
(PRINT)

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

NAME & TITLE: \_\_\_\_\_  
(PRINT)

Purchasing Use: HS:hrs

ORG/Requisition: 8935 / 1321601143

## QUESTIONS AND ANSWERS

**Q1. What is the required response time (4 or 8 hours)**

- A1. *Level 1 = Onsite in 2 hours or less  
Level 2 = Onsite in 8 hours or less  
Level 3 = Onsite at 8:00 am next day*

**Q2. What is the physical location (address) of the equipment?**

A2.

|     |                                   |                                        |
|-----|-----------------------------------|----------------------------------------|
| 509 | ITSD-Information Tech Services    | 1020 S. 10th Street Fresno Ca, 93702   |
| 604 | Sheriff's Administration Building | 2200 Fresno Street Fresno Ca, 93724    |
| 605 | South Annex Jail                  | 2204 Fresno Street Fresno Ca, 93724    |
| 607 | Main Jail                         | 1225 "M" Street Fresno Ca, 93721       |
| 608 | North Annex Jail                  | 1265 "M" Street Fresno Ca, 93721       |
| 610 | Plaza Building                    | 2220 Tulare Ave. Fresno Ca, 93721      |
| 701 | JJC Delinquency Courts            | 3333 E. American Ave. Fresno Ca, 93725 |
| 716 | Coroner's Office/Morgue           | 3150 E. Jefferson Fresno Ca, 93725     |

**Q3. Page 18 section B and C reads 'provide four scheduled maintenance visits per year for the batteries and charging system (corrective maintenance, parts, and labor included) - Are you expecting the winning bidder to replace the batteries as they fail during the 3 to 5 year contract period with no additional cost to the County?**

- A3. *It depends on the warranty of the batteries; any additional costs for material or labor needs to be provided on the Quotation Schedule.*

**Q4. I see that you must hold a valid contractors license (Class C-10). Can you please give me more information about this licenses to see if this is something our company can apply for in such short notice.**

A4. *C-10 - Electrical Contractor*

*California Code of Regulations  
Title 16, Division 8, Article 3. Classifications*

*"An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose."*

*Authority cited: Sections 7008 and 7059, Reference: Sections 7058 and 7059 (Business and Professions Code)*

*Further requirements can be found on the C.S.L.B. web site: [www.cslb.ca.gov](http://www.cslb.ca.gov)*

# COUNTY OF FRESNO

## REQUEST FOR QUOTATION

### NUMBER: 285-5482

## UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEMS

**Issue Date: June 8, 2016**

**Closing Date: JULY 26, 2016**

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

Questions regarding this RFQ should be directed to: Heather Stevens,  
e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us) or phone (559) 600-7115.

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

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

### BIDDER TO COMPLETE

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

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

- A cash discount of 2 % 20 days will apply.

FAKOURI ELECTRICAL ENGINEERING, INC.

COMPANY

30001 COMERCIO

ADDRESS

Rancho Santa Margarita

CA

92688

CITY

STATE

ZIP CODE

(949) 888-2400

(949 ) 888-2016

Lfindlay@fee-ups.com

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)  
LISA FINDLAY

SENIOR CONTRACT ADMINISTRATOR

PRINT NAME

TITLE

Purchasing Use: HS:ssj

ORG/Requisition: 8935 / 1321601143

**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: ONE (1)**  
**RFQ NUMBER: 285-5482**  
**UNINTERRUPTIBLE POWER SUPPLY (UPS)**  
**SYSTEMS**

---

**Issue Date: June 24, 2016**

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

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

**CLOSING DATE OF QUOTATION WILL BE AT 2:00 P.M., ON JULY 26, 2016.**

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

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

Clarification of specifications is to be directed to: **Heather Stevens**,  
phone (559) 600-7115 or e-mail [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us).

NOTE THE ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 285-5482 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN IN BLUE INK AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

**ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFQ 285-5482**

COMPANY NAME:

FAKOURI Electrical Engineering, Inc.

(PRINT)

SIGNATURE (In Blue Ink):

Lisa Findlay 7-22-16

NAME & TITLE:

Lisa Findlay - Sr. Administrator

(PRINT)

Purchasing Use: HS:hrs

ORG/Requisition: 8935 / 1321601143

Addendum No. One (1)  
Request for Quotation Number: 285-5482  
June 24, 2016

Page 2

## QUESTIONS AND ANSWERS

**Q1. What is the required response time (4 or 8 hours)**

- A1. Level 1 = Onsite in 2 hours or less  
Level 2 = Onsite in 8 hours or less  
Level 3 = Onsite at 8:00 am next day

**Q2. What is the physical location (address) of the equipment?**

A2.

|     |                                   |                                        |
|-----|-----------------------------------|----------------------------------------|
| 509 | ITSD-Information Tech Services    | 1020 S. 10th Street Fresno Ca, 93702   |
| 604 | Sheriff's Administration Building | 2200 Fresno Street Fresno Ca, 93724    |
| 605 | South Annex Jail                  | 2204 Fresno Street Fresno Ca, 93724    |
| 607 | Main Jail                         | 1225 "M" Street Fresno Ca, 93721       |
| 608 | North Annex Jail                  | 1265 "M" Street Fresno Ca, 93721       |
| 610 | Plaza Building                    | 2220 Tulare Ave. Fresno Ca, 93721      |
| 701 | JJC Delinquency Courts            | 3333 E. American Ave. Fresno Ca, 93725 |
| 716 | Coroner's Office/Morgue           | 3150 E. Jefferson Fresno Ca, 93725     |

**Q3. Page 18 section B and C reads 'provide four scheduled maintenance visits per year for the batteries and charging system (corrective maintenance, parts, and labor included) - Are you expecting the winning bidder to replace the batteries as they fail during the 3 to 5 year contract period with no additional cost to the County?**

- A3. It depends on the warranty of the batteries; any additional costs for material or labor needs to be provided on the Quotation Schedule.

**Q4. I see that you must hold a valid contractors license (Class C-10). Can you please give me more information about this licenses to see if this is something our company can apply for in such short notice.**

A4. C-10 - Electrical Contractor

California Code of Regulations  
Title 16, Division 8, Article 3. Classifications

*"An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose."*

Authority cited: Sections 7008 and 7059, Reference: Sections 7058 and 7059 (Business and Professions Code)

Further requirements can be found on the C.S.L.B. web site: [www.cslb.ca.gov](http://www.cslb.ca.gov)

Quotation No. 285-5482

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

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

**GENERAL CONDITIONS**

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

**1. BID PREPARATION:**

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

**2. SUBMITTING BIDS:**

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

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

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

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

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

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

**3. FAILURE TO BID:**

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

**4. TAXES, CHARGES AND EXTRAS:**

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

**Quotation No. 285-5482**

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

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

**6. AWARDS:**

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

**7. TIE BIDS:**

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

**8. PATENT INDEMNITY:**

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

**9. SAMPLES:**

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

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

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

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

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

**11. DISCOUNTS:**

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

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

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

**13. SPECIAL REQUIREMENT:**

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

**14. RECYCLED PRODUCTS/MATERIALS:**

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

**15. YEAR COMPLIANCE WARRANTY:**

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

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

**16. PARTICIPATION:**

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

## Quotation No. 285-5482

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

### 17. CONFIDENTIALITY:

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

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

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

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

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

### 18. APPEALS:

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

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

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

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

### 19. OBLIGATIONS OF CONTRACTOR:

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

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

### 20. AUDITS & RETENTION:

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

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

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

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

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

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

### 22. DATA SECURITY:

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

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

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

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

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

### 23. PURCHASING LOCATION & HOURS:

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

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

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

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

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

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

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

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of

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

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

Fresno County is the sole client, such as:

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

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

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

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

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

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

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

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

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

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

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

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

### Medical Professional Contracts

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

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

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

### Contracts for Legal Services

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

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

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

### Prohibited Bids Concerning End Product of Consulting Contracts

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

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

### **ADMINISTRATIVE POLICY NUMBER 71**

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

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

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

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

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

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## KEY DATES

|                                                                                                                                       |                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>RFQ Issue Date:</b>                                                                                                                | <b>June 8, 2016</b>                                                                                                                     |
| <b>Vendor Conference:</b><br><i>Vendors are to contact Heather Stevens at (559) 600-7115 if planning to attend vendor conference.</i> | <b>June 20, 2016 at 10:00 A.M.</b><br>County of Fresno Purchasing<br>4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor<br>Fresno, CA 93702 |
| <b>Deadline for Written Requests for Interpretations or Corrections of RFQ:</b>                                                       | <b>June 23, 2016 at 1:00 P.M.</b><br>E-Mail: <a href="mailto:CountyPurchasing@co.fresno.ca.us">CountyPurchasing@co.fresno.ca.us</a>     |
| <b>RFQ Closing Date:</b>                                                                                                              | <b>July 26, 2016 at 2:00 P.M.</b><br>County of Fresno Purchasing<br>4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor<br>Fresno, CA 93702  |
| <b>Site Visit</b>                                                                                                                     | <b>Immediately following Vendor Conference</b>                                                                                          |

## BIDDING INSTRUCTIONS

The County of Fresno on behalf of the Department of Internal Services, Facilities Division is requesting quotations from qualified vendors to provide the following inspection, annual maintenance, corrective services, and emergency services to the Uninterruptible Power Supply (UPS) and battery units in operation within County facilities.

**LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE:**

The Local Vendor Preference and Disabled Veteran Business Enterprise Preference do not apply to this Request for Quotation.

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

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

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see below). Any change in the RFQ will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

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

- a. Such questions are submitted in writing to County Purchasing by 1:00 P.M. June 23, 2013 Cut-Off. Questions must be directed to the attention of the buyer identified on page one.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.

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

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

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

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

**AUTHORIZED CONTACT:** All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be

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in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**VENDOR CONFERENCE/ SITE INSPECTION:** On June 20, 2016 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and quotation requirements will be explained.

A Site Inspection will begin immediately after the Vendor Conference. Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

An Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

**Bidders are to contact Heather Stevens at County of Fresno Purchasing, (559) 600-7115, if they are planning to attend.**

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

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

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

**FIRM QUOTATION:** All quotations shall remain firm for at least ninety (90) days.

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

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

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

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

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

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

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

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

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or

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any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**ORDERING:** Orders will be placed as required by County of Fresno Internal Services – Facility Services

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

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

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

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

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

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

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

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

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

**WATER, POWER & TOILET FACILITIES:** Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required,

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however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

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

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

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

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

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

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

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

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

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

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations:

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

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

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

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thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

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

Contractor shall provide the Certified Payroll Records for each pay period within ten (10) days, as required herein, to the County of Fresno, **Internal Services Department – Facility Services, 4590 E. Kings Canyon Road, Fresno, CA 93702**. In the event Contractor fails to provide the Certified Payroll Records within the allotted time frame, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

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

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

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

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Internal Services Department – Facility Services, 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

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shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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

**BIDDER TO COMPLETE:**

**SUBCONTRACTORS:**

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

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**FEE will perform services under this contract and not subcontract.**

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**CONTRACTOR'S LICENSE:**

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

The bidder shall possess a current State of California contractor's License, Class C-10 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.

**Number and Class:** 481149 C10, C20 & B

**Date of Issue:** 10/17/1985

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.

**BONDS:**

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

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

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

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

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**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

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

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

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

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

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**BIDDER TO COMPLETE THE FOLLOWING:**

## PARTICIPATION

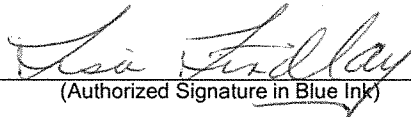
The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

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

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

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

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

  
(Authorized Signature in Blue Ink)

LISA FINDLAY – SENIOR CONTRACT ADMINISTRATOR

Title

## DIR ACKNOWLEDGEMENT

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

  
(Authorized Signature in Blue Ink)

LISA FINDLAY – SENIOR CONTRACT ADMINISTRATOR

Title

1000020394

DIR Number

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VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: FAKOURI ELECTRICAL ENGINEERING, INC.

## REFERENCE LIST

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

**CALIFORNIA INDEPENDENT SYSTEM**

Reference Name: OPERATORS Contact: DUNCAN FINLAYSON

Address: 250 OUTCROPPING WAY

City: FOLSOM State: CA Zip: 95630

Phone No.: (916) 717-1213 Date: 2014-present

Service Provided: UPS and Battery Maintenance, including 24/7/365 emergency coverage

Reference Name: LOCKHEED MARTIN Contact: CRAIG BARBER

Address: 1111 LOCKHEED MARTIN WAY

City: SUNNYVALE State: CA Zip: 94089

Phone No.: (408) 507-5987 Date: 1999 to present

Service Provided: UPS AND BATTERY MAINTENANCE including 24/7/365 emergency coverage  
MULTIPLE SITES

Reference Name: AT&T Contact: JUSTIN STEELMAN

Address: 345 N. SAN JOAQUIN ROAD

City: STOCKTON State: CA Zip: 95202

Phone No.: (916) 847-1857 Date: 1999 to present

Service Provided: UPS AND BATTERY MAINTENANCE MULTIPLE SITES-Fresno/San Jose/Bakersfield including 24/7/365 emergency coverage

Reference Name: SYNCHRONY FINANCIAL Contact: JOSE CASTILLO

Address: 2995 REDHILL AVENUE

City: COSTA MESA State: CA Zip: 92626

Phone No.: (714) 434-4111 Date: 2010-present

Service Provided: UPS AND BATTERY MAINTENANCE MULTIPLE SITES-San Jose, CA, including 24/7/365 emergency coverage

Reference Name: US POSTAL OFFICE Contact: MICHAEL MEDLIN

Address: 1750 LUNDY AVENUE

City: SAN JOSE State: CA Zip: 95101

Phone No.: (408) 437-6584 Date: 2014-present

Service Provided: UPS AND BATTERY MAINTENANCE MULTIPLE SITES , INCLUDING 24/7/365 emergency coverage

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

## SPECIFICATIONS

The County of Fresno on behalf of the Department of Internal Services, Facilities Division is requesting proposals from qualified vendors to provide the following inspections, annual maintenance, corrective services, and emergency services to the Uninterruptible Power Supply (UPS) and battery power units in operation within County facilities.

This Request for Quotation provides interested firms with the information required to prepare and submit to the County quotations for scheduled and corrective maintenance. The bidders will be responsible for supplying information on their ability to perform these services in a reliable, practical, cost-effective manner, while maintaining the highest technical standards, regardless of the day or time.

The County has identified its needs for a maintenance program and the submitted quotation shall meet these requirements.

### GENERAL REQUIREMENTS:

1. Provide all labor, materials, appliances, tools, transportation, and equipment required to complete scheduled system maintenance and corrective maintenance as required within the Scope of Work.
2. All work shall be in full compliance with current rules and regulations of all applicable codes. Nothing in this RFQ is to be construed to permit work not conforming to these codes. Applicable codes and regulations include, but are not limited to, the following:
  - a. National Fire Protection Association – NFPA
  - b. Uniform Building Code (Latest Edition)
  - c. American Society of Mechanical Engineers – ASME
  - d. American Society for Testing and Materials – ASTM
  - e. National Electrical Code – NEC (Latest Edition)
  - f. National Electrical Manufacturer's Association – NEMA
  - g. National Electrical Contractors Association – NECA
  - h. Title 24, Building Safety, C.C.R.
  - i. Occupational Safety and Health Act – OSHA
  - j. Underwriters Laboratory - UL
  - k. All Local Codes

COUNTY COORDINATOR - RIGHTS AND RESPONSIBILITIES: The term "County Coordinator" shall refer to the person or persons responsible in the supervision of any Contract resulting from this Request for Quotation (RFQ).

It will be the duty of the County Coordinator to supervise the work as it progresses as well as to inspect materials, which are used in the work. The duty of inspectors acting under the County Coordinators shall not be only to report deviations from the specifications, but they shall have the power to stop the work pending a decision by the County. The inspector shall have no power to alter the specifications. Advice or directions given to the Contractor by the inspector shall not be binding upon the County; neither shall it release the Contractor from his responsibilities as herein stated.

It will be the right of the County at any time to stop defective work or to stop the entire work by the Contractor if he is not complying with the specifications and terms of the contract entered into between the County of Fresno and the Contractor.

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

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

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**DELIVERY REQUIREMENTS:** Facility Services will be responsible for the administration of the work requested through this Request for Quotation (RFQ).

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

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

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

**CONTROL OF WORK AND INSTRUCTIONS:** The contractor shall provide supervision of the work to the satisfaction of the County.

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

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

No work shall interfere with the operation of the existing facilities on or adjacent to the site.

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

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

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

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

**MATERIALS & WORKMANSHIP:** Materials and equipment shall be new unless otherwise approved by the County. Materials and equipment of a given type shall be of the same manufacture. Materials and equipment shall be free of dents, scratches, marks, shipping tags, and all defacing features.

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

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

Workmanship shall be to the best of trade practices, performed by workers thoroughly trained and familiar with the respective systems. The Contractor at the Contractor expense shall correct all defective workmanship.

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

**Quotation No. 285-5482**

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

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

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

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

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

**RESPONSIBILITY OF CONTRACTOR:** Contractor shall take responsibility for the work, and shall bear all losses resulting to him on account of the negligence of the Contractor. Contractor shall be responsible for all work of subcontractors and shall assume the defense of and indemnify and save harmless the County of Fresno and any of its officers and their agents from claims of any kind arising from the negligent performance of this Contract by the Contractor or any of his subcontractors. Contractor shall not be liable for injuries or damage to persons or property except those directly due to his own acts or omissions, and the responsibility of the County for injuries or damage to persons or property while on or about the equipment being maintained hereunder is in no way affected by this Agreement. Contractor shall not be liable for any loss, damage or delay caused by strikes, lock-outs, fire, theft, floods, riot, civil commotion, war, malicious mischief, act of God or any cause beyond his reasonable control.

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

Contractor shall in no case allow the performance of work by subcontract unless the subcontractor has been approved by the County, and in no case shall the use of subcontractors in any way alter the position of the Contractor or his sureties with relation to his Contract with Fresno County. When a subcontractor is used the responsibility for every portion of the work shall still remain with the Contractor.

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

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

Upon demand of the County, the Contractor shall correct any dangerous or hazardous situations that the County may indicate.

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

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

Contractor shall provide sufficient technicians for the service of the systems listed in this agreement in accordance with the specifications herein. Technicians utilized for UPS and battery maintenance shall be

**Quotation No. 285-5482**

qualified and experienced in the inspection, testing, and maintenance of these systems. Contractor may be required at any time to provide substantiation and verification of qualifications of their employee(s) upon request of the County

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

**EXTRA WORK - CHANGE IN WORK:** The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work only by written Orders, initiated by the County and properly approved and authorized by the County of Fresno Purchasing, setting forth the amount of money to be added or deducted.

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

The successful bidder shall have verifiable experience in a detention facility environment and be regularly engaged in the service and repair of UPS AND battery systems.

**MANNER AND TIME OF CONDUCTING THE WORK:** All work shall be performed by skilled technicians and helpers directly employed and supervised by the Contractor. Only qualified system technicians with a minimum of 4 years' journeyman experience or manufacturer's certification shall be allowed to perform service or maintenance work. Helpers must work under the direct supervision of a journeyman technician.

Except for emergency callback service and minor repairs and/or adjustments hereinafter provided for, all work shall be performed during regular working hours and days. Regular working hours are from 7:00 a.m. until 6:00 p.m. Monday through Friday. County holidays excluded.

All equipment shutdowns for regular maintenance or extra examinations shall be scheduled in advance with the designated County representative and approved by the County so as not to interfere with building operations during the peak usage times. Shutdowns in excess of one hour may require scheduling outside of normal business hours. No extra charges will be incurred because of a scheduled shutdown regardless of day or time.

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

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

LEVEL I - Requires onsite response in two (2) hours or less.

LEVEL II - Requires onsite response in eight (8) hours or less.

LEVEL III- Requires onsite response at 0800 hours, the next day

Due to the criticality of the protected systems, 911 Dispatch, Detention Door Controls, and Countywide Information Systems, determination of call level is at the discretion of the County or his authorized representative. Failure to furnish emergency callback service within the above-specified time of notification of need may result in termination of the contract, withholding of payment, and/or another contractor to be hired to complete the work at the current contractor's expense.

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**MINIMUM REQUIREMENTS FOR SITE VISITS:**

**A. FRESNO COUNTY DETENTION FACILITY:**

- 4 EACH RIELLO 65 KVA, 480V 3ph in 480V 3ph out, with 30 Johnson Control 12-270/each or equivalent. (Note: Located in Bldg. 608 roof room & 2 each in basement)
- 1 EACH TRIPLITE 2.2 KVA with internal batteries, 1 EACH SENS 12A Rectifier Model DCT120-12-A653 with 20 6V Marathon batteries Model M6V190F (Note: Located in Bldg. 608)
- 1 EACH MITSUBISHI 50 KVA Model UP2033C-B503SU-2. (Note: Located in Bldg. 607, 1<sup>st</sup> floor Elec. Rm.)
- 1 EACH MITSUBISHI 40 KVA Model UP2033C-B403SU-2. (Note: Located in Bldg. 607, 2<sup>nd</sup> floor Elec. Rm.)
- 1 EACH MITSUBISHI 20 KVA, Model up2033c-b1535v-2, Serial #02-663j0102, with 30 (internal) Yuasa NP-18-12B or equivalent. (Note: Located in Bldg. 605, Laundry Storage; for Violent Offender Control)
- 1 EACH LIEBERT 30 KVA Model N Power, Serial No. M08F30007, Part No. 37SA03AAC6EH 76 (Note: Located in Bldg. 701, Room E112)
- 1 EACH LIEBERT 30 KVA Model N Power, Serial No. M08F30006, Part No. 37SA03AAC6EH 76 (Note: Located in Bldg. 701, Room B-245)

PROVIDE **ONE** SCHEDULED MAINTENANCE VISIT PER YEAR FOR EACH UPS.

PROVIDE **ONE** SCHEDULED MAINTENANCE VISIT PER YEAR FOR BATTERIES.

(Does not include corrective maintenance and parts.)

**B. FRESNO COUNTY SHERIFF ADMINISTRATION BUILDING:**

- 1 EACH RIELLO 65 KVA, 480V 3ph in 480V 3ph out, Batteries (Sealed), 30 Each PRC-1290S

PROVIDE **TWO** SCHEDULED MAINTENANCE VISITS PER YEAR FOR EACH UPS.

(Corrective maintenance parts not included/labor included.)

PROVIDE **FOUR** SCHEDULED MAINTENANCE VISITS PER YEAR FOR BATTERIES AND CHARGING SYSTEM. (Corrective maintenance, parts, and labor included.)

**C. FRESNO COUNTY ITSD, PLAZA BUILDING and 10<sup>th</sup> Street:**

- Toshiba 50 KVA, Battery (Sealed), 30 each Datasafe 12HX330FR (Note: Located in Plaza Bldg. 610 – 21<sup>st</sup> Floor)
- Toshiba 225 KVA, Battery (Sealed), 80 each CSB XHRL12620WFR (Note: Located in Bldg. 509)
- Toshiba 225 KVA, Battery (Sealed), 80 each CSB XHRL12620WFR (Note: Located in Bldg. 509)

PROVIDE **TWO** SCHEDULED MAINTENANCE VISITS PER YEAR FOR EACH UPS.

(Includes corrective maintenance and parts replacement.)

PROVIDE **FOUR** SCHEDULED MAINTENANCE VISITS PER YEAR FOR BATTERIES AND CHARGING SYSTEM. (Corrective maintenance, parts, and labor included.)

**D. FRESNO COUNTY CORONER BUILDING:**

- 1 EACH LIEBERT 65 KVA Model N-Power with 40 VISION batteries Model UNA 12-200 (Note: Located in Bldg. 716)

PROVIDE **ONE** SCHEDULED MAINTENANCE VISIT PER YEAR FOR UPS.

PROVIDE **ONE** SCHEDULED MAINTENANCE VISIT PER YEAR FOR BATTERIES.

(Does not include corrective maintenance and parts.)

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**MAINTENANCE REQUIREMENTS:**

SCHEDULED UPS MAINTENANCE VISITS SHALL, AT A MINIMUM, INCLUDE THE FOLLOWING IF APPROPRIATE TO EQUIPMENT:

- Comply with all site safety and security requirements.
- Perform and record maintenance per OEM specifications
- Clean cabinet and surrounding operational area.
- Check internal / external airflow and all fans.
- Measure and record ambient / operating noise levels.
- Perform IR scan for normal heat signature.
- Check for excessive mechanical / magnetic vibrations.
- Record Key components and ambient operating temps.
- Inspect all components for abnormalities.
- Check and correct all connections to proper torque rating.
- Record normal operation conditions and parameters.
- Record solid state filter assemblies currents
- Record capacitor filter assemblies voltage / current.
- Record magnetic filter assemblies voltage / current.
- Check and adjust display meters and indicators.
- Record input/output neutral and ground readings.
- Perform Sub-Systems periodic tests.
- Calibrate sub-systems.
- Check all circuit breakers and fuses.
- Check remote input/output displays/interfaces.
- Check operating environment safeties.
- Check for applicable seismic compliance requirements.
- Identify in writing all discrepancies and deficiency.
- Provide written report of service.
- Review report with facilities personnel.

SCHEDULED BATTERY MAINTENANCE VISITS SHALL, AT A MINIMUM, INCLUDE THE FOLLOWING:

- Comply with all site Safety and security requirements.
- Perform and record maintenance per OEM specifications.
- Clean racks and cabinets.
- Correct all rack and cabinet connector hardware deficiency.
- Check internal / external airflow and fans.
- Record piolet cell/jar ambient operating temps.
- Inspect all components for abnormalities.
- Perform IR scan for normal operating heat signatures.
- Inspect all jars for cracks, leaks, swelling, etc.
- Remove/correct all terminal / connector corrosion.

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- Check and correct all connections to proper torque rating.
- Correct all terminal deficiencies.
- Inspect and correct for proper terminal coating.
- Record normal operating conditions and parameters.
- Record all cell / jar float voltages.
- Record ground voltage and current.
- Record all cell / jar impedance voltages.
- Record all charger filter assemblies voltages and currents.
- Record charger float and ripple voltages and currents.
- Adjust charger to temperature-compensated float voltage.
- Check LVSD.
- Check all circuit breakers and fuses.
- Perform normal load test (vice resistive load test).
- Profile / estimate minimum back-up time.
- Check remote input/output displays / interfaces.
- Check for seismic compliance.
- Identify in writing all discrepancies or deficiency.
- Provide written service report and review with facility personnel.

**NON-SEALED SYSTEMS ALSO INCLUDE:**

- Inspect jar hardware (flame arrestors, vents, caps, etc.)
- Identify & record critical sediment levels.
- Record electrolyte specific gravity, temperature, and level.
- Inspect internal components (plates, separators, etc.).
- Check inter-cell / jar connector impedance.
- Correct electrolyte level with distilled water.
- Proper release of hydrogen gas bubbles.

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**COMPETENCE OF BIDDER:**

The importance of maintaining the identified equipment in a safe and efficient operating condition at all times demands that service be performed by a company who has satisfactorily maintained equipment of similar grade to the degree specified herein.

**In order to demonstrate that the bidder can properly fulfill all of the services and conditions of these specifications, each vendor is required to confirm its ability to comply with the specifications listed in the table below.**

| <u>SPECIFICATION:</u>                                                                                                                                                                                                                                                                                                                                                               | <u>COMPLY</u> | <u>NOT COMPLY</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------|
| Possession of a valid State of California Electrical Contractor's License, Classification C-10.                                                                                                                                                                                                                                                                                     | X             |                   |
| Satisfactorily performed other contracts of similar nature and magnitude. Proposal includes names, telephone numbers, and scope of work for such agreements.                                                                                                                                                                                                                        | X             |                   |
| The requisite organization of skilled and experienced technicians thoroughly trained in the inspection, testing, maintenance and repair of UPS/battery/Power Systems repair under his direct employment and supervision. Proposal includes names, years of experience, specialized training and experience of individuals to perform the work.                                      | X             |                   |
| Furnish one manned telephone number providing 24 hours per day, 7 days a week, 365 days per year basis for emergency response. Calls may be forwarded to another phone number; however, answering machines are not acceptable.                                                                                                                                                      | X             |                   |
| All proprietary information and diagnostic tools necessary to properly maintain, troubleshoot, and adjust the County's systems.                                                                                                                                                                                                                                                     | X             |                   |
| The equipment protected by the UPS systems identified herein is essential to the County's ability to serve citizens of the County on a 24-hours per day, seven days per week basis. Therefore, the successful bidder shall have the ability to respond to the specified worksite within two (2) hours after receiving emergency Level I notification regardless of the day or time. | X             |                   |

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## QUOTATION SCHEDULE

### A. DETENTION FACILITY

Note: Vendor to provide the Annual cost per unit for the services specified.

| <u>DESCRIPTION</u>                                                                                                                                                                               | <u>QTY</u> | <u>ANNUAL COST<br/>PER UNIT</u> |      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------|------|
| RIELLO 65 KVA, 480V 3ph in 480V 3ph out, with 30 Johnson Control 12-270/each or equivalent.<br>(Note: Located in Bldg. 608 roof room & 2 each in basement)                                       | 4          | <u>\$554.00</u>                 | each |
| TRIPLITE 2.2 KVA, SENS 12A Rectifier<br>(Note: Located in Bldg. 608)                                                                                                                             | 1          | <u>\$233.00</u>                 | each |
| MITSUBISHI 50 KVA Model UP2033C-B503SU-2.<br>(Note: Located in Bldg. 607, 1 <sup>st</sup> floor Elec. Rm.)                                                                                       | 1          | <u>\$583.00</u>                 | each |
| MITSUBISHI 40 KVA Model UP2033C-B403SU-2.<br>(Note: Located in Bldg. 607, 2 <sup>nd</sup> floor Elec. Rm.)                                                                                       | 1          | <u>\$583.00</u>                 | each |
| MITSUBISHI 20 KVA, Model up2033c-b1535v-2, Serial #02-663j0102, with 30 (internal) Yuasa NP-18-12B or equivalent.<br>(Note: Located in Bldg. 605, Laundry Storage; for Violent Offender Control) | 1          | <u>\$554.00</u>                 | each |
| LIEBERT 30 KVA Model N Power, Serial No. M08F30007, Part No. 37SA03AAC6EH 76<br>(Note: Located in Bldg. 701, Room E112)                                                                          | 1          | <u>\$554.00</u>                 | each |
| LIEBERT 30 KVA Model N Power, Serial No. M08F30006, Part No. 37SA03AAC6EH 76<br>(Note: Located in Bldg. 701, Room B-245)                                                                         | 1          | <u>\$554.00</u>                 | each |

\*Provide **one (1)** scheduled maintenance visit per year for each UPS.

\*Provide **one (1)** scheduled maintenance visit per year for batteries.

### B. SHERIFF ADMINISTRATION

Note: Vendor to provide the Annual cost per unit for the services specified.

| <u>DESCRIPTION</u>                                                                 | <u>QTY</u> | <u>ANNUAL COST<br/>PER UNIT</u> |      |
|------------------------------------------------------------------------------------|------------|---------------------------------|------|
| RIELLO 65 KVA, 480V 3ph in 480V 3ph out, with 30 each PRC-1290S Batteries (Sealed) | 1          | <u>\$758.00</u>                 | each |

\*Provide **two (2)** scheduled maintenance visit per year for each UPS.

\*Provide **four (4)** scheduled maintenance visit per year for batteries.

- Locates batteries indicating imminent failure
- Includes failed battery replacement at the rate of 10% year up to "end of life"
- Designed for battery systems eligible for the manufacturer's full warranty period

**Quotation No. 285-5482**

**C. PLAZA & ITSD**

**DESCRIPTION**

**QTY**      **ANNUAL COST**  
**PER UNIT**

**Plaza Building 21<sup>st</sup> Floor**

Toshiba 50 KVA Model T42d3F500XAMXN (4200FA XT) with 30 each  
Datasafe 12HX330FR Batteries (Sealed)

1      \$889.00      each

**10<sup>th</sup> Street**

UPS Toshiba 225 KVA Model T90S3S22KS6XSN with 80 each CSB XHRL  
12620WFR Batteries (Sealed)

2      \$1083.00      each

\*Provide **two (2)** scheduled maintenance visit per year for each UPS.

\*Provide **four (4)** scheduled maintenance visit per year for batteries and charging system.

- Locates batteries indicating imminent failure
- Includes failed battery replacement at the rate of 10% year up to "end of life"
- Designed for battery systems eligible for the manufacturer's full warranty period

**D. CORONER BUILDING**

**DESCRIPTION**

**QTY**      **ANNUAL COST**  
**PER UNIT**

LIEBERT 65 KVA Model N-power with 40 each VISION UNA 12-200  
Batteries

1      \$554.00      each

\*Provide **one (1)** scheduled maintenance visit per year for each UPS.

\*Provide **one (1)** scheduled maintenance visit per year for batteries.

**CORRECTIVE MAINTENANCE LABOR AND MATERIALS RATES**

Quotations for rates should include Travel/Mileage/Portal to Portal

**On site labor rates:**

NORMAL HOURS      \$112.00      HOUR  
(Monday – Friday 7:00 a.m. -- 6:00 p.m.)

AFTER NORMAL HOURS      \$155.00      HOUR

HOLIDAY HOURS      \$155.00      HOUR

**Materials:**

Provide a price sheet of major component and replacement batteries for systems indicated.

**Other Material**

Cost Plus      8 % (eight percent)

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Serviceman's name, address and phone number during:

Regular working hours (8:00 a.m. to 5:00 p.m.)

**RICHARD SCOTT DUNN**

**209-480-1694**

**800-669-8862**

Name

Phone number

**4233 GABRIEL WAY, MODESTO CA 95356**

Address

After regular working hours:

**TONY TASSINARI**

**209-401-5574**

**800-669-8862**

Name

Phone number

**5837 Riverside Circle, Stockton CA 95219**

Address

Other person/location, address or phone number where service/maintenance may be obtained:

**KENNETH S. EVANS**

**510-512-0234**

**800-669-8862**

Name

Phone number

**3750 TAMAYO ST, FREMONT CA 94536**

Address

**MICHAEL HALL**

**530-491-1130**

**800-669-8862**

Name

Phone number

**1600 LARRY STREET, OLIVEHURST CA 95961**

Address

Name

Phone number

Address

Minimum Charge: (Attach additional sheets and explain in detail)

**NO MINIMUM CHARGE**

## CHECK LIST

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

Check off each of the following:

1.   x   All signatures must be in **blue ink**.
2.   x   The Request for Quotation (RFQ) has been signed and completed.
3.   x   **One (1) original and two (2) copies** of the RFQ have been provided.
4.   x   Addenda, if any, have been completed, signed and included in the bid package.
5.   x   The completed *Reference List* as provided with this RFQ.
6.   x   The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
7.   x   Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8.   x   The *Participation* page as provided within this RFQ has been signed and included
9.   N/A   The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
10.   x   *Bidder to Complete* page as provided with this RFQ.
11.   x   Verification of Department of Industrial Relations Contractor Registration.
12.   x   Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
13.   x   Specification, descriptions etc. for items offered under bidder(s) quotation.
14.   x   A description of the design and techniques that the bidder will use to complete the project.
15.   x   Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

|                          |                                                       |
|--------------------------|-------------------------------------------------------|
| County of Fresno RFQ No. | <u>  285-5482  </u>                                   |
| Closing Date:            | <u>  July 26, 2016  </u>                              |
| Closing Time:            | <u>  2:00 P.M.  </u>                                  |
| Commodity or Service:    | <u>  Uninterruptible Power Supply (UPS) Systems  </u> |

**Return Checklist with your RFQ response.**

## **ATTACHMENT A**

### **NO HOSTAGE POLICY**

## **NO HOSTAGE FACILITIES**

**SECURITY:** COUNTY's Juvenile Justice Campus, Fresno County South Annex Jail, Fresno County North Annex Jail, and Fresno County Main Jail are no hostage facilities operated by the Fresno County Sheriff's Office and Probation Department.

The security of each Detention Facility is paramount and takes precedence over all processes. Before the start of any work, CONTRACTOR and any subcontractors shall review with a representative of the Sheriff's Office, Probation Department and COUNTY

Coordinator, the proposed process and how his work will interface with the respective Detention Facility's operations. The Detention Facility's operations shall take precedence. CONTRACTOR shall perform his work in accordance with the procedures established by the Sheriff's Office and Probation Department. Should any revisions to any procedures become necessary, such revisions shall be reviewed and approved by Sheriff's Office or Probation Department and the COUNTY Coordinator before execution of such revisions. Exit facilities, distress warning devices and similar devices and equipment shall remain operable at all times in accordance with regulations of the State Fire Marshall.

CONTRACTOR shall plan and execute his work in such a manner so as to prevent a breach of the Detention Facilities' Security or allowing an inmate to escape. This maintenance of security shall remain in effect for the duration of the project.

CONTRACTOR shall be responsible for preventing the introduction of any material or equipment into the facility that could be deemed contraband. Such contraband shall include, but not be limited to, tools, equipment, supplies, construction waste, and construction materials.

Only tools, supplies and equipment necessary to complete a given task shall be taken into an inmate occupied space. Such tools, supplies, and materials shall be inventoried in and out of the secured area by CONTRACTOR. Any discrepancy shall be called to the attention of the Sheriff's Office or Probation Department representative immediately.

The Sheriff's Office or Probation Department may want to limit the number of workmen in any one area at one time. Only workmen with proper identification as issued by the Sheriff's Office shall be allowed into the work area within the Detention Facilities. The appropriate identification will be issued on an as needed basis.

The Detention Facilities have no "Off Hours". CONTRACTOR shall confer with the Sheriff's Office representative and COUNTY Coordinator on a case by case basis for all work to be performed outside normal hours.

**Any violations of security procedures which result in extraordinary man hour expenditures by COUNTY, such as for unscheduled searches to retrieve contraband or man hour costs expended to report and/or recapture an escapee, will be the responsibility of the CONTRACTOR.**

## **“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.

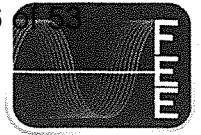
#### II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

- A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY).
- B. The Watch Commander will notify the Patrol Watch Commander and apprise them of the incident. The Patrol Watch Commander may be requested to activate the Crisis Negotiations Team (CNT), outside support agencies, equipment, personnel, and dispatch a detective to the scene for the crime report.

#### III. DURING NEGOTIATIONS

- A. While at the scene, the CNT members will conduct all verbal or written communications between the hostage taker(s) and the Incident Commander. CNT will immediately notify the Incident Commander of any changes in the following situations:
  - 1. Hostage status
  - 2. Incident changes and developments
  - 3. Hostage taker demands
  - 4. Any and all pertinent information concerning the incident
- B. Staff members at the scene not actively involved with negotiations will not act or speak out to the hostage taker(s) or hostages.
- C. The Tactical Commander will formulate a plan to take the necessary actions, using the appropriate force, to terminate the hostage situation in the event negotiations fail. Hostage safety will be of paramount concern.

**“YOU ARE ENTERING A NO HOSTAGE FACILITY. EMPLOYEES WILL NOT RECOGNIZE HOSTAGES FOR BARGAINING PURPOSES OR PERMIT INMATES OR OTHERS TO USE HOSTAGES TO ESCAPE FROM CUSTODY. PERSONS ENTERING THIS FACILITY MAY BE SUBJECT TO SEARCH.”**



|                                                                                                 |
|-------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>COUNTY OF FRESNO</b><br/><b>PARTS LIST AND COMPONENTS</b></p> |
|-------------------------------------------------------------------------------------------------|

**Liebert – Npower 30KVA**

## Parts Description

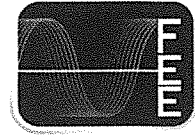
Fuse 60A 500V  
Fuse 125A 500V  
Fuse 125A 700V  
Capacitor 7900 U  
Cap 1.0 mf 1000  
Cap 90 uf 310VA  
Cap 28 uf 3% 60  
Cap 490 000 uf  
Fan 115V  
PWA SCR Driver  
PWA IGBT Driver  
PWA BP ST SW  
PWA Snubber  
PWA Rectifier S

**Total Cost: \$4,934.00****Liebert – Npower 65KVA**

## Parts Description

Fuse 175A 500V  
Fuse 250A 500V  
CAP 30uf 6% 240  
CAP 25uf 240V  
CAP ELEC 2500uf  
CAP 40uf 6% 440  
Fan Axial 115V  
Fuse 4A 500V  
Fuse 3 A 600V  
SCR Mod 131  
PWA Gate Base G  
PWA Cntrlr/Bufte  
PWA Inv Base Dr

**Total Cost: \$3,648.00**



**Mitsubishi 20KVA**

Parts Description

Fuse 140A  
Contactor  
Control Power Supply 15V  
Control Power Supply 24V  
Power Device (IGBT) 50A  
Power Device (IGBT) 300A  
PCB (Thy Gate)  
PCB (Gate Drive)  
Power Device (THY)  
Fan 35W  
PCB (main) UPFR-KB

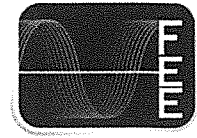
**Total Cost: \$4,336.00**

**Mitsubishi 40KVA**

Parts Description

Fuse 280A  
Contactor  
Control Power Supply 15V  
Control Power Supply 24V  
Power Device (IGBT) 12H-600V150A  
Power Device (IGBT) 12H-600V/200A  
Power Device (IGBT) 12H-600V/400A  
PCB (Thy Gate)  
PCB (Gate Drive)  
Power Device (THY)  
Fan 50/60Hz  
PCB (50A)  
PCB (main) UPFR-KB

**Total Cost: \$5,156.00**



**Toshiba 50kva**

Parts Description

Fuses  
Axial Fan  
IGBT's  
PC Board (control)  
PC Board (inverter driver)  
PC Board (logic)

**Total Cost: \$4,296.00**

**Toshiba 225kva**

Parts Description

Fuses  
Axial Fan  
IGBT's  
PC Board (logic control)  
PC Board (inverter driver)  
PC Board (main)

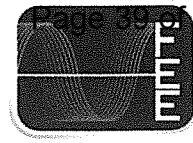
**Total Cost: \$9,689.00**

**Riello 65kva**

Parts Description

Fuses 4A gR 690V 10x38  
Fuses 4A gR 900vdc 10x38  
Fuses 125A aR 690V 200kA  
Fuses 200A aR 700Vdc 200A  
Fuses OMEGA 10x38 690V ul

**Total Cost: \$600.00**

**Detention Facility – Battery Pricing**

Riello 65kva UPS  
\$162.41 per battery

Mitsubishi 20kva 2033C  
\$66.00 per battery

**Sherriff Admin Building – Battery Pricing**

Riello 65kva  
\$188.82 per battery

**ITSD, Plaza Building and 10<sup>th</sup> Street-Battery Pricing**

Toshiba 50kva  
\$162.41

Toshiba 225kva  
\$334.80 per battery

Liebert 65kva  
\$128.80 per battery

**ORIGINAL**

July 22, 2016

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

RE: RFQ No. 285-5482 Uninterruptible Power Supply (UPS) Systems

Due July 26, 2016 2:00 p.m.

Dear Purchasing Dept./Ms. Heather Stevens:

As the current service provider, please find attached one (1) original and two (2) copies of Fakouri Electrical Engineering, Inc.'s (FEE) quotation and supporting documentation for the maintenance of County of Fresno's UPS systems, per RFQ No.285-5482 specifications. In addition, the following corporate information is submitted for your review:

**Point of Contact:**

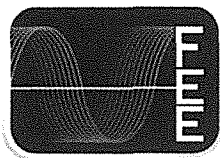
Fakouri Electrical Engineering, Inc.  
Contact: Lisa Findlay  
30001 Comercio  
Rancho Santa Margarita, CA 92688  
Phone: (800) 669-8862 / (949) 888-2400  
Fax: (949) 888-2416  
Lfindlay@fee-ups.com

At its incorporation in 1978, Fakouri Electrical Engineering, Inc. was the first independent UPS maintenance services and engineering organization. Since then we have helped set the standard for customer satisfaction in the design, installation and service of critical power applications. Today, we are the nation's largest independent service provider and critical power specialists. In addition to experienced and factory trained UPS service engineers for Liebert and Mitsubishi UPS systems, FEE service engineers are also factory trained and premium service provider for Riello UPS systems with a full inventory of spare parts availability.

FEE is ISO 9001:2008 Certified and is a nationally recognized small **Women-Owned Business Enterprise** recognized by the WBENC.

Below is a brief list of all the services FEE provides on a national level. We have a proven track record of performance for over 35 years in UPS services.

| Design Engineering & Installation Services: | Preventive Maintenance & Emergency Services: |
|---------------------------------------------|----------------------------------------------|
| EF & I - Data Center Facilities             | UPS Power Systems                            |
| EF & I - Telecom DC Plants                  | Rotary UPS Systems                           |
| UPS Turn-key Installations                  | Telecom DC Power Plants                      |
| Battery System Replacement                  | 48VDC Rectifier Systems                      |
| Site Survey / Power Audits                  | 48VDC Inverter Systems                       |
| Single Point Failure Analysis               | Battery Back-up Systems                      |
| Forensic Power Investigation                | Emergency Generator Systems                  |
| Facility Power Evaluation                   | Automatic Transfer Switches (ATS)            |
| Facilities Systems Management               | Power Distribution Systems (PDU's)           |
| EF & I - Emergency Generator and Co         | Remote Monitoring Systems                    |
| Generation plants.                          | UPS Reconditioning/Refurbishment             |
| Power Equipment sales & service             | Disaster/Recovery Support                    |



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POWER SYSTEMS  
AND ENGINEERING

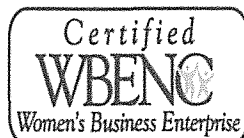
**FAKOURI  
ELECTRICAL  
ENGINEERING, INC.**

**CORPORATE OFFICE**  
30001 Comercio  
Rancho Santa Margarita,  
CA 92688

949. 888. 2400  
800. 669. 8862  
FAX 949. 888. 2416  
www.fee-ups.com

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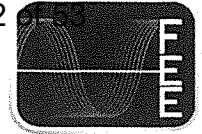
Many organizations are looking at FEE as an option to provide substantial savings on their maintenance contracts without compromise on the quality of service. Should you have any questions or require additional information, please do not hesitate to contact us at (800) 669-8862. We look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa Findlay".

Lisa Findlay  
Sr. Contract Administrator  
Customer Service & Support

Enc.



## COMPANY BACKGROUND AND EXPERIENCE

Fakouri Electrical Engineering, Inc. (F.E.E.) was incorporated in 1978, providing uninterruptable power supply (UPS) and critical power systems preventive maintenance, 24/7 emergency support, engineering/installations and power management services for facilities and data center operations. From our inception, we were able to offer our clients single source UPS services for various manufacturer's UPS types and models, thereby reducing costs of multiple vendors or subcontractor services with inconsistent performance and service rates. Our factory trained and experienced UPS service engineers and technicians are well qualified on multiple type UPS systems and are knowledgeable with UPS and critical environments, as it relates to the infrastructure of electrical critical power systems. In addition to experienced and factory trained UPS service engineers for Liebert and Mitsubishi UPS systems, FEE service engineers are also factory trained and premium service provider for Riello UPS systems with a full inventory of spare parts availability.

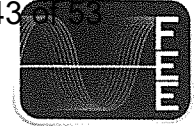
Our primary objective is to protect operational load demands, with a proven track record of performance for over 35 years, with our proactive maintenance program and immediate responsiveness to emergency scenarios, keeping mission critical power uninterrupted as intended with reliable UPS power.

F.E.E. expanded to a national level decades ago, through many referrals and opportunities as a single source UPS service organization for companies that required UPS services at multiple locations and equipment types. Through our performance and service dedication, we became a "preferred service partner" with many management groups and clients. F.E.E is a diversified **Women Business Enterprise (WBE)** certified through the National Women's Business Council and Public Utilities Commission. We are also a **ISO 9001:2008 certified** company since 2001, for UPS service and installation with quality parameters per ISO.

In addition to our UPS service capabilities, F.E.E's team of professional electrical engineers, UPS certified technical specialists, electricians, and power engineers can provide engineering and installations (turnkey EF&I) projects for UPS, stand by generators, ATS, DC plants, UPS batteries, STS, and critical power distribution for data center and facilities.

In brief to summarize our UPS services and engineering capabilities we provide:

| Maintenance & 24/7 Emergency Support:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Project Engineering, Furnish & Installation (EF&I)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• UPS Power protection Systems</li> <li>• UPS battery plants</li> <li>• 48VDC telecommunication DC Plants</li> <li>• Emergency Generator Systems</li> <li>• Automatic Transfer Switchgear (ATS)</li> <li>• Power Distribution Systems (PDU's)</li> <li>• Static Transfer Switch (STS)</li> <li>• Monitoring of critical systems (Battery, UPS)</li> <li>• Environmental and cooling systems (HVAC)</li> <li>• UPS Reconditioning/Refurbishment</li> <li>• 24/7 emergency and Disaster/Recovery Support</li> </ul> | <ul style="list-style-type: none"> <li>• EF&amp;I turn-key UPS power system configuration design &amp; installation</li> <li>• EF&amp;I Battery plants installation and replacement</li> <li>• 48VDC telecommunication plants</li> <li>• EF&amp;I emergency back-up Generators and ATS</li> <li>• Site power survey/energy efficiency evaluations</li> <li>• Forensic power study</li> <li>• Single point failure analysis</li> <li>• UPS and equipment refurbishment/rebuild</li> <li>• Technical facilities and/or relocation planning</li> <li>• Power equipment turn-key sales, installation &amp; services</li> </ul> |



## TECHNICAL APPROACH & TRANSITION PLAN TO COMPLETE THE PROJECT

Fakouri Electrical Engineering, Inc. (FEE) understands the County of Fresno contract requirements of this RFQ.

The following process is submitted for an orderly and efficient transition of operations to complete and deliver all services required by the new contract:

1. Immediate distribution and exchange of contact information prior to contract start date, to enable the availability for any on-call emergency call out requests during the transition period.
  - a. FEE emergency response phone numbers and email of integration team members.
  - b. Emergency escalation procedures
2. Emergency escalation procedures Contract (kick-off) meeting with field operations, account managers, accounting and executive management to discuss:
  - a. Contract scope and SLA deliverables
  - b. Identify designated project managers
  - c. Coordinator/Account manager Assignment
  - d. Field service team assignments
  - e. Customer procedures and requirements of service provider
  - f. Distribution of contact information
  - g. Development of PM service schedules.
  - h. Emergency response times and procedures
  - i. Applicable badging requirements
3. Assign new customer and individual site identification tracking numbers
4. Customer / Site and contract data entry within M-Power (enter site maintenance schedules and asset management system)
  - a. Customer site and contact information
  - b. Contract information and Service Level Agreement (SLA) confirmation
  - c. Inventory verification of assets
  - d. Frequency of service
  - e. Emergency response time
  - f. Site asset information and verification of:
    - i. Manufacturer
    - ii. Model Number
    - iii. Equipment Rating
    - iv. Input / Output Voltages



v. DC Voltages

5. Implement performance metrics (KPI's) which meets Customer reporting requirements, with quarterly review. (Key Indicators: Technologies/Quality/Responsiveness/Delivery/Costs)

**ACCOUNT MANAGER /REGIONAL COORDINATORS AND FIELD OPERATIONS**

1. Review service contract and escalation procedures
2. Review maintenance scope of work and procedures
3. Establish site and equipment yearly maintenance schedule
4. Obtain information required for method of procedure (MOP) development
5. Coordinate site visits to verify equipment, status and configuration.
6. Identify and establish FEE owned spare parts that may be placed on site or within the region to support maintenance / emergency efforts
7. Provide and review web hosted database with customer portal for service reports, MOP's, PM schedule, equipment assets and equipment status.
8. Establish frequent communication to assure smooth transition period and then ongoing review and update.
9. Implement performance reporting metrics (KPI's) to monitor and improve maintenance support services.
10. Schedule P.M. schedules in advance, with customer personnel per customer convenience maintenance window.

**UPON INITIAL SITE MAINTENANCE VISIT**

1. Attach FEE emergency response phone numbers to equipment
2. Perform physical inventory of equipment and update M-Power accordingly
  - i. Manufacturer
  - ii. Model
  - iii. Serial Number
  - iv. Date of code of equipment
  - v. Equipment Rating
  - vi. Input / Output Voltages
  - vii. DC Voltages
3. Establish available site spares on site inventories
4. Verification of equipment operational procedures (If posted or within manuals)
5. Verification of electrical single line diagrams
6. Verification of circuit breaker identification plates for correct nomenclature
7. Environmental conditions
8. Identification of operational status



# ESCALATION PROCEDURES

## Emergency Services and Escalation Process

For a UPS related emergency, proceed as follows:

**Call FEE's 24/7 Emergency and Central Office  
Number**

**(800) 669-8862**

State the nature of your call. The office will proceed immediately to contact the service engineer in charge of your facility. All calls are logged by our call center and followed up to ensure customer satisfaction and response times are adhered to. As back up to our dispatch 800 number, regional service engineers mobile numbers and emails are distributed accordingly.

## ESCALATION PROCESS

### 1. TYPE OF SERVICE

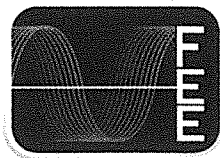
- a. Emergency call out:
  - i. Call back to contact within 15 minutes
  - ii. On site within 2 hours or less
- b. Non- Emergency: (remedial repair)
  - i. Respond as job is scheduled or at customer convenience or approved maintenance/ remedial repair window.
- c. Consultation/Discussion of Equipment
  - i. Available at any time
- d. Quotations:
  - i. For equipment quotations of replacement, enhancement or repair items would be communicated within 2 to 5 days depending on urgency.

### 2. EMERGENCY CALL OUT AND ESCALATION PROCESS:

- a. FEE call back to emergency within 15 minutes to gather information on emergency scenario
- b. Area FSE immediately responds to site
- c. FEE regional service manager also notified of emergency scenario



- d. Once on site, the FSE is to evaluate the situation and identify diagnosis and repairs within 4 hours of being on site
  - e. Should diagnosis or repair be more complex and not conclusive, National Field Service Manager is notified along with senior technical specialists and Director of Operations.
  - f. Resolution should be resolved with plan of action in place to rectify situation
3. ADDITIONAL BACK-UP TELEPHONE NUMBERS OF OUR 24 HR. FIELD SERVICE TEAM WILL BE PROVIDED UPON AWARD



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FAX 949. 888. 2414  
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## ***Fakouri Electrical Engineering, Inc.*** ***Local Field Service Engineering Staff***

### **Tony Tassinari** **National Field Service Manager**

- 20+ years of experience installing and maintaining various UPS Systems
- Experience in troubleshooting and maintaining a multitude of UPS Systems including Liebert 600 Series, Liebert Npower, Riello, Eaton Powerware 9355 Model 30, BEST, MGE/APC, Mitsubishi, Siemens, Toshiba, Riello, PS&C Rotary, and Deltec.
- Factory and field trained on both single phase and 3-phase UPS systems, (Liebert, Mitsubishi, Powerware, and MGE).
- Assistance in supervisory activities relating to scheduling, emergency and remedial repairs,

### **Mike Hall** **National Senior Technical Specialist:**

- Over 27+ years of experience in Electrical Power Production specific to UPS Systems
- Senior Engineer with field experience for maintenance and repair of various UPS system types (Liebert, Teledyne, Powerware, APC/MGE, Pillar, Chloride, Riello, Toshiba and Mitsubishi)
- Application Engineer
- Extensive experience in troubleshooting, repair and rebuilding of UPS Systems
- Senior Test Engineer for manufacturers of UPS Systems for over 12 years
- Senior Circuit Design Engineer for manufacturers of UPS Systems
- R&D Engineer for UPS, Power Distribution Systems and Battery Monitoring Systems

### **Richard Dunn** **Senior Field Service Engineer**

- 10+ years experience in service and maintenance of UPS Systems, inverter lighting, voltage regulators, transformers, rectifiers, 48VDC Battery Plants, and variable speed drives.
- Experience with diagnostics and repair of UPS Systems including Liebert 600 Series, APC/MGE, Exide/Powerware 9355 Model 30, Best (Ferrups), Deltec, Mitsubishi, Riello, Toshiba, On line, and others
- Extensive experience in the troubleshooting of electronic circuits and design modifications
- Training and experience on servicing 48VDC Battery Plants
- Coursework and training in Electrical Safety, Protective Equipment, Lock Out/Tag Out and various safety related courses.

### **Ken Evans** **Field Service Engineer/Technical Specialist**

- A.S. Electronics Engineering Technology
- ITT Technical Institute Degree in Electronics
- 15+ years of providing maintenance and repair of UPS Systems, DC Power Plants, Rectifiers, Inverters, Static Transfer Switches, Power Distribution Units and Maintenance Bypass Cabinets.
- Specialist in maintenance, installation and start up services for UPS and battery systems, including Liebert 600 series, Npower, Riello, Best Ferrups, Exide/Powerware 9355 Model 30, APC and others.
- Develop custom program and specifications for large EF&I, UPS and emergency back-up power system projects, timeline schedules and project management practices

### **Rufus Oldham** **Sr. Field Service Engineer/Technical Specialist:**

- 20 years FSE experience
- BS Degree in Electronic Engineering
- Experienced and trained on multiple UPS systems including: Alpha Technologies, MGE, Liebert, Powerware, IPM, Emerson, Chloride, Riello, Mitsubishi & Toshiba.
- Trained on maintenance vendor management, infrastructure diagnosis/troubleshooting and training on AC and DC power distribution
- Performed numerous UPS initial start-ups and commissioning
- Maintains Sealed & Flooded lead acid batteries

**William West**

**Power System Engineer-Technical Specialist:**

- 25 years experience working with UPS and critical power equipment
- Extensive experience in maintaining & repairing APC, MGE, Liebert, Exide/Powerware, Toshiba, Riello, Mitsubishi UPS Systems & PDU's.
- Advanced specialized training on Liebert UPS and Power Products
- Manufacturer trained Liebert UPS systems
- Trained on UPS operational and maintenance on multiple types of UPS and battery systems
- Experienced & trained on Generators, ATS Switchgear & DC plants

**Aaron Blake**

**Regional Manager / Lead Field Service Engineer:**

- 11 years FSE experience
- Experienced and trained on multiple UPS systems including: MGE, Liebert, Powerware, IPM, Emerson, Chloride, Mitsubishi, Riello, Toshiba.
- Experienced and trained on multiple ATS systems including: ASCO, Zenith, Westinghouse & Russelectric
- ☐ Maintains sealed & vented lead acid batteries

**Bobby Javanpour**

**Field Service Engineer/UPS & Electro Mechanical**

- Over 17+ years as a Field Service Engineer specializing in UPS maintenance and troubleshooting and battery maintenance.
- Performed installation and start up services for UPS and battery systems, including Liebert Series 600, Npower, Riello, Best Ferrups, Exide/Powerware, APC and others.
- Performance of maintenance of various manufacturers (Caterpillar, Onan, Cummins, Kohler) of electrical generators from 3KW to 2000KW/
- Hands on repair duties for generator/power plants and UPS Systems

**Dennis O'Hara**

**Senior Field Service Engineer**

- Fullerton College, Electronics Certification 1998
- Proficient in the operation and maintenance of electronic power supply systems and 48VDC Plants
- 12+ years experience and factory trained on multiple types and manufacturers of UPS systems including Exide/Powerware, APC, MGE, Toshiba, Mitsubishi, Topaz, Best Ferrups, Alpha and Emerson/Liebert,
- Expert in battery PM procedures in impedance, conductance and equipment utilized in battery maintenance
- Knowledgeable in the implementation/maintenance of various monitoring solutions for UPS systems, ModBuss, IMS-4000, SNMP, Cellwatch, Alber, and Midtronics.
- Involved with installation and testing of batteries, UPS systems and Power Distribution Systems


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Public Works

## Public Works Contractor (PWC) Registration Search

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

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

|                                       |                           |                                      |
|---------------------------------------|---------------------------|--------------------------------------|
| Registration Year:                    | Next Fiscal Year: 2016/17 | ▼                                    |
| PWC Registration Number:              | 1000020394                |                                      |
| Contractor Legal Name:                | example: ABC COMPANY      | Contractor License Lookup            |
| License Number:                       | example: 123456           |                                      |
| County:                               | ORANGE                    | ▼                                    |
| <input type="button" value="Search"/> |                           | <input type="button" value="Reset"/> |

Export as: [Excel](#) | [PDF](#)

## Search Results

One registered contractor found. 1

| Details              | Legal Name                           | Registration Number | County | City                   | Registration Date | Expiration Date |
|----------------------|--------------------------------------|---------------------|--------|------------------------|-------------------|-----------------|
| <a href="#">View</a> | FAKOURI ELECTRICAL ENGINEERING, INC. | 1000020394          | ORANGE | RANCHO SANTA MARGARITA | 06/07/2016        | 06/30/2017      |

v2.20160101

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State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number

**481149**

Entity

**CORP**

Business Name

**FAKOURI ELECTRICAL  
ENGINEERING INC**

Classification(s)

**C10 C20 B**

Expiration Date

**10/31/2017**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



## Contractor's License Detail for License # 481149

**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

FAKOURI ELECTRICAL ENGINEERING INC  
30001 COMERCIO  
RANCHO SANTA MARGARITA, CA 92688  
Business Phone Number:(949) 888-2400

Entity Corporation  
Issue Date 10/17/1985  
Expire Date **10/31/2017**

### License Status

**This license is current and active.**

All information below should be reviewed.

### Classifications

C10 - ELECTRICAL  
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING  
B - GENERAL BUILDING CONTRACTOR

### Bonding Information

#### Contractor's Bond

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

**Bond Number:** 100106941

**Bond Amount:** \$15,000

**Effective Date:** 01/01/2016

Contractor's Bond History

#### Bond of Qualifying Individual

The qualifying individual CHARLES WILLIAM EWALT 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:** 12/04/2000

BQI's Bond History

### Workers' Compensation

This license has workers compensation insurance with the TWIN CITY FIRE INSURANCE COMPANY

**Policy Number:** 57WEGH1325

**Effective Date:** 10/01/2015

**Expire Date:** 10/01/2016

Workers' Compensation History



hereby grants

# National Women's Business Enterprise Certification

to

## Fakouri Electrical Engineering, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Expiration Date: 09/30/2016  
WBENC National Certificate Number: 243556

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council – West, a WBENC Regional Partner Organization.

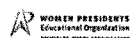
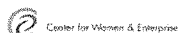
A handwritten signature in black ink, reading "Pamela Williamson, Ph.D.", is written over a horizontal line.

Authorized by Pamela S. Williamson, Ph.D., President/CEO,  
Women's Business Enterprise Council – West

Women's  
Business Enterprise  
Council WEST

NAICS Codes: 811219, 541990

UNSPSC Codes: 39120000





## REGISTRATION CERTIFICATE

*This document certifies that the administration systems of  
**Fakouri Electrical Engineering, Inc.***

*30001 Comercio, Rancho Santa Margarita, California 92688, USA*

*have been assessed and approved by QAS International  
to the following management systems, standards and guidelines:*

**ISO 9001:2008**

*With the permitted exclusion of clause 7.6 Control of Monitoring and Measuring Equipment*

**The approved administration systems apply to the following:**

*Electrical Design and Manufacture for EF & Installations and  
Maintenance Services for Critical Power Equipment, ie, UPS Systems  
and Battery Plants, Emergency Diesel Generators, ATS Switchgear.*

Original Approval ..... **6<sup>th</sup> November 2003** .....

Current Certificate ..... **6<sup>th</sup> November 2015** .....

Certificate Expiry ..... **6<sup>th</sup> November 2016** .....

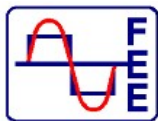
Certificate Number ..... **A1801US** .....

Signed: Certification Officer

**On behalf of QAS International**

This certificate remains valid while the holder maintains their quality administration systems in accordance with the standards and guidelines stated above, which will be audited annually by QAS International. The holder is entitled to display the above registration mark for the duration of this certificate, which should be returned to QAS International upon reasonable request.  
Issuing Office: QAS International, 20A Oxford Street, Malmesbury, Wiltshire SN16 9AX, UK




**Fakouri Electrical Engineering, Inc.**

30001 Comercio  
Rancho Santa Margarita, CA 92688  
www.fee-ups.com

**800-669-8862**
**Phone : (949) 888-2400**
**Fax : (949) 888-2414**

### Field Service Report

**Customer Information**

|                 |  |              |  |
|-----------------|--|--------------|--|
| Site            |  | Site Contact |  |
| Address         |  | Phone Number |  |
| City, State Zip |  | Email        |  |

**Service Information**

|                         |  |                       |  |
|-------------------------|--|-----------------------|--|
| Service Summary         |  |                       |  |
| Job Number              |  | Customer PO/Approval  |  |
| Service Start Date/Time |  | Service End Date/Time |  |
| Equipment Type          |  | Customer Equipment ID |  |

### Service Type

- |                                     |                                       |                                          |                                    |                                  |                                |
|-------------------------------------|---------------------------------------|------------------------------------------|------------------------------------|----------------------------------|--------------------------------|
| <input type="checkbox"/> Monthly PM | <input type="checkbox"/> Quarterly PM | <input type="checkbox"/> Semi Annual PM  | <input type="checkbox"/> Annual PM | <input type="checkbox"/> ES-Call | <input type="checkbox"/> T&M   |
| <input type="checkbox"/> BCO        | <input type="checkbox"/> CCO          | <input type="checkbox"/> Standby Service | <input type="checkbox"/> Courtesy  | <input type="checkbox"/> Project | <input type="checkbox"/> Other |

**Equipment Information**

|                      |  |                    |  |
|----------------------|--|--------------------|--|
| Manufacturer/Model   |  | Rating             |  |
| Location/Customer ID |  | Voltage (In/Out)   |  |
| Serial Number        |  | Date Code          |  |
| Arrival status       |  | Departure Status   |  |
| Unable to Service    |  | Follow Up Required |  |

### Technical Report

|  |
|--|
|  |
|--|

### Corrective Action(s)

|  |
|--|
|  |
|--|

*\*\* Please see the last page for more detail*

**Labor**

| Arrival Date/Time | Departure Date/Time | Tech/Eng | Standard Labor | Ovr. Time Labor | Dbld Time Labor | Standard Travel | Ovr. Time Travel | Dbld Time Travel | Travel Miles |
|-------------------|---------------------|----------|----------------|-----------------|-----------------|-----------------|------------------|------------------|--------------|
|                   |                     |          |                |                 |                 |                 |                  |                  |              |
|                   |                     |          |                |                 |                 |                 |                  |                  |              |
|                   |                     |          |                |                 |                 |                 |                  |                  |              |
|                   |                     |          |                |                 |                 |                 |                  |                  |              |
|                   |                     |          |                |                 |                 |                 |                  |                  |              |
|                   |                     |          |                |                 |                 |                 |                  |                  |              |
| Total             |                     |          |                |                 |                 |                 |                  |                  |              |

### Part and Material

| Qty. | Description | P/N | Source | TAG # / MRA# |
|------|-------------|-----|--------|--------------|
|      |             |     |        |              |
|      |             |     |        |              |
|      |             |     |        |              |
|      |             |     |        |              |

|                                |  |                   |  |
|--------------------------------|--|-------------------|--|
| Customer at Site - Name/Number |  | FEE Lead Engineer |  |
|--------------------------------|--|-------------------|--|



# Fakouri Electrical Engineering, Inc.

30001 Comercio  
Rancho Santa Margarita, CA 92688  
www.fee-ups.com

8 0 0 - 6 6 9 - 8 8 6 2

Phone : (949) 888-2400

Fax : (949) 888-2414

## On-Line Inspection

| INSPECTION         |                                                                                                 |        | READINGS            |       |
|--------------------|-------------------------------------------------------------------------------------------------|--------|---------------------|-------|
| Inspected (Yes/No) | Description                                                                                     | Result | Reading Description | Value |
| Yes                | Inspect the environment and condition of room.                                                  |        | Input Voltage A     |       |
| Yes                | Check for proper air movement, in and around the equipment                                      |        | Input Voltage B     |       |
| Yes                | Check air filters and replace.                                                                  |        | Input Voltage C     |       |
| Yes                | Verify alarm and Sys status indication lights are displaying correct equip. operational status. |        | Input Current A     |       |
| Yes                | Identify any abnormal noise or vibrations                                                       |        | Input Current B     |       |
| Yes                | Verify equipment fan operation                                                                  |        | Input Current C     |       |
| Yes                | Infra-red scan equipment assemblies for excessive heat.                                         |        | Output Voltage A    |       |
| Yes                | Visually and electrically inspect logic and major assemblies                                    |        | Output Voltage B    |       |
| Yes                | Visually inspect UPS Switchgear for component damage.                                           |        | Output Voltage C    |       |
| Yes                | Verify proper load sharing among modules (if MMS)                                               |        | Output Current A    |       |
| Yes                | Verify automatic transfer systems are in operation and enabled.                                 |        | Output Current B    |       |
| Yes                | Verify remote status panel / building management systems correct operational status.            |        | Output Current C    |       |
| Yes                | Verify the Balance of the Load (Check only on 3 Phase Units)                                    |        | Percent Loaded      |       |

## Off-Line Inspection

| INSPECTION         |                                                                                                                                  |        |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------|--------|
| Inspected (Yes/No) | Description                                                                                                                      | Result |
| Yes                | Verify transfer operations and logic are within specification (phasing and voltage difference) >> complete transfer to B.P. mode |        |
| Yes                | Visually inspect and electrically inspect rectifier major power assemblies.                                                      |        |
| Yes                | Visually inspect and electrically inspect inverter major power assemblies                                                        |        |
| Yes                | Inspect DC filter capacitors checking for open fuses, leakage, and swelling. Date Code:                                          |        |
| Yes                | Inspect AC filter capacitors checking for open fuses, leakage, and swelling. Date Code:                                          |        |
| Yes                | Electrically verify control logic power supply potentials >> calibrate if necessary                                              |        |
| Yes                | Electrically verify critical logic control and power signals >> calibrate if necessary                                           |        |
| Yes                | Electrically verify critical power output waveforms are within parameters >> calibrate if necessary                              |        |
| Yes                | Inspect power and control wiring for damage, worn insulation and signs of excessive heat or arcing.                              |        |
| Yes                | Calibrate equipment AC, DC voltages and current, and frequency metering.                                                         |        |
| Yes                | Verify rectifier output is within specification.                                                                                 |        |
| Yes                | Verify inverter output is within specification.                                                                                  |        |
| Yes                | Electrically inspect static switch assembly.                                                                                     |        |
| Yes                | Inspect the switchgear and major magnetic assemblies.                                                                            |        |
| Yes                | If applicable >> perform operational integrity verification, transfers, input fail and battery discharge.                        |        |

Form 065-A Rev 1.0 June 7,2007


**Fakouri Electrical Engineering, Inc.**

 30001 Comercio  
 Rancho Santa Margarita, CA 92688  
 www.fee-ups.com

**8 0 0 - 6 6 9 - 8 8 6 2**
**Phone : (949) 888-2400**
**Fax : (949) 888-2414**

### Field Service Report - VRLA Battery

**Customer Information**

|                 |  |              |  |
|-----------------|--|--------------|--|
| Site            |  | Site Contact |  |
| Address         |  | Phone Number |  |
| City, State Zip |  | Email        |  |

**Service Information**

|                         |  |                       |  |
|-------------------------|--|-----------------------|--|
| Service Summary         |  |                       |  |
| Job Number              |  | Customer PO/Approval  |  |
| Service Start Date/Time |  | Service End Date/Time |  |
| Equipment Type          |  | Customer Equipment ID |  |

**Service Type**

- |                                     |                                       |                                          |                                               |                                  |                                |
|-------------------------------------|---------------------------------------|------------------------------------------|-----------------------------------------------|----------------------------------|--------------------------------|
| <input type="checkbox"/> Monthly PM | <input type="checkbox"/> Quarterly PM | <input type="checkbox"/> Semi Annual PM  | <input checked="" type="checkbox"/> Annual PM | <input type="checkbox"/> ES-Call | <input type="checkbox"/> T&M   |
| <input type="checkbox"/> BCO        | <input type="checkbox"/> CCO          | <input type="checkbox"/> Standby Service | <input type="checkbox"/> Courtesy             | <input type="checkbox"/> Project | <input type="checkbox"/> Other |

**Equipment Information**

|                      |  |                       |  |
|----------------------|--|-----------------------|--|
| Manufacturer         |  | Battery Model         |  |
| Battery Date Code    |  | Cabinet Serial Number |  |
| Designated Equipment |  | Battery Cab Cust ID   |  |
| Arrival status       |  | Departure Status      |  |
| Unable to Service    |  | Follow Up Required    |  |

#### Technical Report

|  |
|--|
|  |
|--|

#### Corrective Action(s)

|  |
|--|
|  |
|--|

**Labor**

| Arrival Date/Time | Departure Date/Time | Tech/Eng | Standard Labor | Ovr. Time Labor | Dbld Time Labor | Standard Travel. | Ovr. Time Travel | Dbld Time Travel | Travel Miles |
|-------------------|---------------------|----------|----------------|-----------------|-----------------|------------------|------------------|------------------|--------------|
|                   |                     |          |                |                 |                 |                  |                  |                  |              |
|                   |                     |          |                |                 |                 |                  |                  |                  |              |
|                   |                     |          |                |                 |                 |                  |                  |                  |              |
|                   |                     |          |                |                 |                 |                  |                  |                  |              |
|                   |                     |          |                |                 |                 |                  |                  |                  |              |
|                   |                     |          |                |                 |                 |                  |                  |                  |              |
| Total             |                     |          |                |                 |                 |                  |                  |                  |              |

**Part and Material**

| Qty | Description | P/N | Source | TAG # / MRA# |
|-----|-------------|-----|--------|--------------|
|     |             |     |        |              |
|     |             |     |        |              |
|     |             |     |        |              |
|     |             |     |        |              |

Customer at Site - Name/Number

FEE Lead Engineer


**Fakouri Electrical Engineering, Inc.**

30001 Comercio  
Rancho Santa Margarita, CA 92688  
www.fee-ups.com

**8 0 0 - 6 6 9 - 8 8 6 2**
**Phone : (949) 888-2400**
**Fax : (949) 888-2414**
**Battery On-Line Inspection**

| INSPECTION         |                                                                                                                    |        | READINGS            |       |
|--------------------|--------------------------------------------------------------------------------------------------------------------|--------|---------------------|-------|
| Inspected (Yes/No) | Description                                                                                                        | Result | Reading Description | Value |
|                    | Inspect the environment and condition of room. Have eye wash and spill kit.                                        |        | DC Float Voltage    |       |
|                    | Visually inspect each battery container for cracks, leaks, and swelling.                                           |        | DC Current          |       |
|                    | Visually inspect for evidence of corrosion on terminals and intercell connections.                                 |        | DC + to GND         |       |
|                    | Check the integrity of the battery rack / cabinet.                                                                 |        | DC - to GND         |       |
|                    | Record ambient room temperature.                                                                                   |        | AC Ripple Voltage   |       |
|                    | Insure the general appearance and cleanliness of the battery system, clean normal accumulation of dust and debris. |        | AC Ripple Current   |       |

**Out of Range Battery -Per Mfg. Data Sheet**

|                     |  |
|---------------------|--|
| Jar or Cell numbers |  |
|---------------------|--|

**Battery Off-Line Inspection**

| INSPECTION         |                                                                                                                          |        |
|--------------------|--------------------------------------------------------------------------------------------------------------------------|--------|
| Inspected (Yes/No) | Description                                                                                                              | Result |
|                    | Measure and record individual cell voltage, specific gravity, temperature, intercell resistance, and internal Impedance. |        |
|                    | Inspect battery plates for sulphation, contamination, separation, or excessive shading and sedimentation.                |        |
|                    | Clean and re-torque any failed battery terminal and intercell connections.                                               |        |

| Batt # | DC Volts | AC Mill Volts | Inner Impedance | Terminal $\mu\Omega$ | Cond. Status | Batt # | DC Volts | AC Mill Volts | Inner Impedance | Terminal $\mu\Omega$ | Cond. Status |
|--------|----------|---------------|-----------------|----------------------|--------------|--------|----------|---------------|-----------------|----------------------|--------------|
| 1      |          |               |                 |                      |              | 21     |          |               |                 |                      |              |
| 2      |          |               |                 |                      |              | 22     |          |               |                 |                      |              |
| 3      |          |               |                 |                      |              | 23     |          |               |                 |                      |              |
| 4      |          |               |                 |                      |              | 24     |          |               |                 |                      |              |
| 5      |          |               |                 |                      |              | 25     |          |               |                 |                      |              |
| 6      |          |               |                 |                      |              | 26     |          |               |                 |                      |              |
| 7      |          |               |                 |                      |              | 27     |          |               |                 |                      |              |
| 8      |          |               |                 |                      |              | 28     |          |               |                 |                      |              |
| 9      |          |               |                 |                      |              | 29     |          |               |                 |                      |              |
| 10     |          |               |                 |                      |              | 30     |          |               |                 |                      |              |
| 11     |          |               |                 |                      |              | 31     |          |               |                 |                      |              |
| 12     |          |               |                 |                      |              | 32     |          |               |                 |                      |              |
| 13     |          |               |                 |                      |              | 33     |          |               |                 |                      |              |
| 14     |          |               |                 |                      |              | 34     |          |               |                 |                      |              |
| 15     |          |               |                 |                      |              | 35     |          |               |                 |                      |              |
| 16     |          |               |                 |                      |              | 36     |          |               |                 |                      |              |
| 17     |          |               |                 |                      |              | 37     |          |               |                 |                      |              |
| 18     |          |               |                 |                      |              | 38     |          |               |                 |                      |              |
| 19     |          |               |                 |                      |              | 39     |          |               |                 |                      |              |
| 20     |          |               |                 |                      |              | 40     |          |               |                 |                      |              |

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).

- B. The Watch Commander will notify the Patrol Watch Commander and apprise them of the incident. The Patrol Watch Commander may be requested to activate the Crisis Negotiations Team (CNT), outside support agencies, equipment, personnel, and dispatch a detective to the scene for the crime report.

### III. DURING NEGOTIATIONS

- A. While at the scene, the CNT members will conduct all verbal or written communications between the hostage taker(s) and the Incident Commander. CNT will immediately notify the Incident Commander of any changes in the following situations:
  - 1. Hostage status
  - 2. Incident changes and developments
  - 3. Hostage taker demands
  - 4. Any and all pertinent information concerning the incident
- B. Staff members at the scene not actively involved with negotiations will not act or speak out to the hostage taker(s) or hostages.
- C. The Tactical Commander will formulate a plan to take the necessary actions, using the appropriate force, to terminate the hostage situation in the event negotiations fail. Hostage safety will be of paramount concern.

**“YOU ARE ENTERING A NO HOSTAGE FACILITY. EMPLOYEES WILL NOT RECOGNIZE HOSTAGES FOR BARGAINING PURPOSES OR PERMIT INMATES OR OTHERS TO USE HOSTAGES TO ESCAPE FROM CUSTODY. PERSONS ENTERING THIS FACILITY MAY BE SUBJECT TO SEARCH.**

## SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

### INSTRUCTIONS

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

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

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

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

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

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

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

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