

**MASTER AGREEMENT FOR ROOFING MAINTENANCE SERVICES**

**THIS MASTER AGREEMENT FOR ROOFING MAINTENANCE SERVICES**

("Agreement") is made and entered into this 11th day of September, 2018 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and each contractor (each a "CONTRACTOR" and collectively the "CONTRACTORS") listed in Attachment A to this Agreement, which is attached and incorporated by reference, and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY. COUNTY and each CONTRACTOR may be referred to as a "Party" or collectively as "Parties" to this Agreement.

**WITNESSETH**

WHEREAS, on June 7, 2018, COUNTY issued Request for Statement of Qualifications (RFSQ) No. 18-051, and Addendum Number One (1) for roofing services, where the County desired to award multiple vendors;

WHEREAS, three (3) CONTRACTORS submitted responsive bids to the RFSQ: Absolute Urethane, Best Contracting Services, Inc., and Nations Roof West, LLC;

WHEREAS, the COUNTY evaluated each CONTRACTOR's response to the RFSQ and determined that all of the aforementioned CONTRACTORS were qualified and capable of performing the work specified in the RFSQ; and

WHEREAS, COUNTY now desires to enter into an Agreement with each CONTRACTOR listed in Attachment A to expeditiously provide for the COUNTY's needs for roofing maintenance services, as provided herein.

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

**SECTION 1. -- SERVICES**

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

- 1 B. Each CONTRACTOR shall comply with all applicable Federal, State, County, and City  
2 regulations regarding wages, hours, and working conditions.
- 3 C. COUNTY shall provide a County representative ("County Representative") to represent the  
4 COUNTY who will work with each CONTRACTOR to carry out CONTRACTOR's  
5 obligations under this Agreement. The County Representative will be the COUNTY's  
6 Facilities Division manager and his or her designees. The contact person for each  
7 CONTRACTOR is listed in Attachment A, which is attached and incorporated by reference.
- 8 D. SELECTING CONTRACTORS FOR NON-EMERGENCY MAINTENANCE SERVICE  
9 REQUESTS -- For non-emergency maintenance service requests, which will be on an as-  
10 needed basis throughout the term of this Agreement, the County Representative will  
11 request bids from at least two (2) CONTRACTORS listed in Exhibit A. After bids are  
12 submitted to COUNTY, the lowest bidder may be awarded the maintenance work, subject  
13 to approval by the Purchasing Manager. No single maintenance project shall exceed  
14 \$75,000 in total cost.
- 15 E. SELECTING CONTRACTORS FOR NON-EMERGENCY BID REPAIR SERVICE  
16 REQUESTS -- COUNTY shall require a request for bids from interested CONTRACTORS  
17 for roofing repair services on an as-needed basis throughout the term of this Agreement.  
18 The COUNTY shall issue a request for bids to all CONTRACTORS listed on Exhibit A, and  
19 bids shall be due not less than ten (10) days following the date that COUNTY has  
20 completed the issuance of its request for bids to the CONTRACTORS. When a request for  
21 bids is released, COUNTY may require CONTRACTORS interested in submitting a bid to  
22 attend a site inspection of the building identified in the bid. Decision to require a site  
23 inspection, or lack thereof, will be at the sole discretion of COUNTY. COUNTY will  
24 communicate such information to all CONTRACTORS in writing at the time of release of its  
25 request for bids. The selection of the successful responding CONTRACTOR will be based  
26 on COUNTY's evaluation of the bids submitted by each CONTRACTOR, with the bid  
27 awarded to the CONTRACTOR with the lowest bid (clear itemization of cost for parts labor  
28 hours, tax and freight). If a request for bids seeks optional or extra services or similar  
additional services, the selection, if any, of the CONTRACTOR for that project will be  
based

1 on award to the bidder having submitted the lowest responsive base bid. When submitting  
2 a bid, each CONTRACTOR must reference its cost of services to those provided by such  
3 CONTRACTOR in Attachment C. No single roofing repair project shall exceed \$75,000 in  
4 total cost.

5 F. For emergency service calls, a County Representative will contact CONTRACTORS listed  
6 in Exhibit A via a round-robin scheduling process via telephone or email, informing the  
7 contacted CONTRACTOR of details of service request. If a CONTRACTOR accepts a  
8 service request via telephone, COUNTY will send a follow-up email confirming the details  
9 of the service request. The round-robin scheduling process will provide each  
10 CONTRACTOR in Exhibit A an opportunity to respond to a service request in such  
11 scheduled order. The scheduling process will move through CONTRACTORS in a circular  
12 order, handling all processes without priority. If a CONTRACTOR does not acknowledge  
13 ability to fulfill the service request within the time required by the COUNTY, COUNTY will  
14 then contact the next CONTRACTOR in the scheduling process, and the CONTRACTOR  
15 who was first contacted but unable to meet the COUNTY's needs will not receive any  
16 preference in any future service requests. Each CONTRACTOR must reference its cost of  
17 services to those provided by that CONTRACTOR in the Attachment C series.

18 G. The required response levels for emergency service calls are as follows:

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

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

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

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

27 H. SECURITY – Failure to fully comply with the security requirements as set forth in this  
28 Section 1(F) will be considered a breach of contract and shall result in termination of this

1 Agreement for default as to the breaching CONTRACTOR only. CONTRACTOR personnel  
2 shall cooperate with all COUNTY Security personnel at all times and shall be subject to and  
3 conform to COUNTY security rules and regulations. Any violations or disregard of these  
4 rules may be cause for denial of access to COUNTY property. COUNTY may change these  
5 policies and procedures at any time, without any prior notice to CONTRACTOR. It is the  
6 CONTRACTOR's responsibility to have the most recent versions of the Exhibits below.

- 7 1. CONTRACTOR acknowledges that the Juvenile Justice Campus (JJC) and the  
8 Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities are "no-hostage  
9 facilities". CONTRACTOR(s) shall ensure that its employees and any sub-  
10 contractors working in the JJC, and associated facilities, agree to abide by  
11 COUNTY'S rules for a no-hostage facility as set forth in Attachment E and F,  
12 attached and incorporated by this reference. CONTRACTOR shall plan and  
13 execute all work in such a manner as to prevent a security breach of the JJC and  
14 FSCO detention facilities or any other COUNTY secured facility.
- 15 2. CONTRACTOR shall comply with all Prison Rape Elimination Act (PREA)  
16 standards for juvenile correctional facilities as set forth in Attachment G, attached  
17 and incorporated by this reference. The Probation Department shall provide  
18 Trainings, as necessary, at no charge to CONTRACTOR. CONTRACTOR shall  
19 comply with all Probation Department Policies and Procedures. In the event of a  
20 dispute involving COUNTY staff and a CONTRACTOR employee or subcontractor,  
21 the on-duty Facility Administrator will have the final decision. Information on the  
22 Prison Rape Elimination Act can be found at: <http://www.prearesourcecenter.org/>.
- 23 3. When a bid is released, as specified in Section 1 (D) above, COUNTY may require  
24 CONTRACTORS who are interested in submitting a bid to have their respective  
25 staff pass a background investigation through the Fresno County's Sheriff –  
26 Coroner Office, as stated in Attachment H, attached and incorporated by this  
27 reference, prior to commencing services on the specified bid project. Decision to  
28

1 require a background investigation on a bid, or lack thereof, will be at the sole  
2 discretion of the COUNTY and will be relayed to all CONTRACTORS at time of bid  
3 release.

- 4 I. NO RELATIONSHIP TO OTHER CONTRACTORS – Under this Agreement, each  
5 CONTRACTOR only has rights and obligations with respect to the COUNTY. This  
6 Agreement creates no rights or obligations between any CONTRACTORS. No  
7 CONTRACTOR has any right to receive performance under this Agreement from, or to  
8 enforce any part of this Agreement against, any other CONTRACTOR.
- 9 J. In accordance with Labor Code section 1770, et seq., the Director of the Department of  
10 Industrial Relations of the State of California has determined the general prevailing wages  
11 rates and employer payments for health and welfare pension, vacation, travel time and  
12 subsistence pay as provided for in Section 1773.1, apprenticeship or other training  
13 programs authorized by Section 3093, and similar purposes applicable to the work to be  
14 done.

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

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

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

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

- 23  
24 H. Licensing – CONTRACTOR shall possess at all times, and maintain proof of, during the  
25 Term of this Agreement, a current State of California contractor's License, Class C-39 or  
26 another license class that covers the work to be performed. CONTRACTOR must  
27 immediately give notice to the COUNTY if this license is suspended or revoked at any time  
28 during the Term of this Agreement. If at any time during the Term of this Agreement,

1 CONTRACTOR'S license, as described in this Section 1(H), is not in full force and effect,  
2 this shall be grounds for immediate Termination, in accordance with Section 6.

### 3 **SECTION 2. -- TERM**

4 The initial term of this Agreement shall be for a period of three (3) years, commencing on  
5 September 11, 2018, through and including September 10, 2021 ("Term"). This Agreement may  
6 be extended for two (2) additional consecutive twelve (12) month periods upon written approval of  
7 both COUNTY and CONTRACTOR, no later than thirty (30) days prior to the first day of the next  
8 twelve (12) month extension period. COUNTY's Director of Internal Services/Chief Information  
9 Officer or his or her designee, is authorized to execute such written approval on behalf of COUNTY  
10 based on CONTRACTOR's satisfactory performance.

### 11 **SECTION 3. -- COMPENSATION**

12 COUNTY shall only provide compensation and payment to each CONTRACTOR for work  
13 authorized by the County Representative. Except for emergency services, this authorization must  
14 be in writing. COUNTY agrees to pay each CONTRACTOR and each CONTRACTOR agrees to  
15 receive compensation in accordance with each CONTRACTOR'S respective rates provided in  
16 Attachment C. In no event shall the total compensation paid to CONTRACTOR(S) for the entire  
17 potential five-year term of this Agreement exceed the sum of two million dollars (\$2,000,000).

### 18 **SECTION 4. -- INVOICING**

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

### 27 **SECTION 5. -- INDEPENDENT CONTRACTORS**

28

1 In performance of the work, duties, and obligations assumed by each CONTRACTOR  
2 under this Agreement, it is mutually understood and agreed that each CONTRACTOR, including  
3 any and all of CONTRACTOR(S) officers, agents, subcontractors, and employees shall at all  
4 times be acting and performing as independent contractors, and shall act in an independent  
5 capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of  
6 the COUNTY.

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

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

## 25 **SECTION 6. -- TERMINATION OF AGREEMENT**

26 This Agreement may be terminated for the following reasons:

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



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

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

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

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

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

24 D. Termination of One or More Contractors - In the event that COUNTY terminates this  
25 Agreement as to one or more CONTRACTORS, this Agreement shall stay in full force  
26 and effect as to the remaining CONTRACTORS. Termination of one or more  
27 CONTRACTOR from this Agreement shall not terminate the Agreement as to the  
28 remaining CONTRACTORS.

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

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

12                                   **SECTION 8. -- INSURANCE**

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

18           A.     Commercial General Liability

19           Commercial General Liability Insurance with limits of not less than Two Million Dollars  
20 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars  
21 (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require  
22 specific coverage including completed operations, product liability, contractual liability,  
23 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed  
24 necessary because of the nature of the contract.

25           B.     Automobile Liability

26           Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
27 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should  
28 include any auto used in connection with this Agreement.

1 C. Professional Liability

2 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D.,  
3 R. N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits  
4 of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars  
5 (\$3,000,000.00) annual aggregate. This coverage shall be issued on a per claim basis.  
6 Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of  
7 three years following the termination of this Agreement, one or more policies of professional  
8 liability insurance with limits of coverage as specified herein.

9 D. Worker's Compensation

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

19 Contractor hereby waives its right to recover from County, its officers, agents, and  
20 employees any amounts paid by the policy of worker's compensation insurance required by this  
21 Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may  
22 be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation  
23 under this paragraph is effective whether or not Contractor obtains such an endorsement.

24 Within thirty (30) days from the date CONTRACTOR executes this Agreement,  
25 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all  
26 of the foregoing policies, as required herein, to the County of Fresno, Facility Services, Attn:  
27 Facility Manager, 4590 E. Kings Canyon Road, Fresno, CA 93702, stating that such insurance  
28 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents

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

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

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

#### 15 **SECTION 9. -- MODIFICATION**

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

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

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

#### 21 **SECTION 11. -- AUDITS AND INSPECTIONS**

22 CONTRACTOR(S) shall at any time during business hours, and as often as the  
23 COUNTY may deem necessary, make available to the COUNTY for examination all of its  
24 records and data with respect to the matters covered by this Agreement. CONTRACTOR(S)  
25 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such  
26 records and data necessary to ensure CONTRACTORS' compliance with the terms of this  
27 Agreement. If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR(S)  
28

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

3 **SECTION 12. -- NOTICES**

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

6 **COUNTY OF FRESNO**

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

**CONTRACTORS**

As indicated on  
ATTACHMENT A

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

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

18 The Director of Internal Services/Chief Information Officer (CIO), reserves the right at any  
19 time during the term of this Agreement to add and delete CONTRACTORS to those listed in  
20 Attachment A, all subject to the County Counsel approval as to legal form and County Auditor-  
21 Controller/Treasurer-Tax Collector approval as to accounting form. It is understood any such  
22 additions and removals will not affect compensation paid to any other CONTRACTOR, and  
23 therefore such additions and removals may be made by COUNTY without notice to or approval  
24 of the CONTRACTORS under this Agreement. Any such CONTRACTORS added must qualify  
25 according to the terms of RFSQ No. 18-051. CONTRACTORS also agree that inclusion on  
26 Attachment A does not constitute a guarantee or promise that any CONTRACTOR shall provide  
27 any certain amount of work or services to COUNTY under this Agreement. Each  
28

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

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

#### 6 **SECTION 14. – LEGAL AUTHORITY**

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

#### 15 **SECTION 15. -- GOVERNING LAW**

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

#### 20 **SECTION 16. -- DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

1 transactions that they are a party to by completing and signing a *Self-Dealing Transaction*  
2 *Disclosure Form* (Attachment D) and submitting it to the COUNTY prior to commencing with the  
3 self-dealing transaction or immediately thereafter.

4 **SECTION 17 – TIME IS OF THE ESSENCE**

5 Time is of the essence in the CONTRACTORS' performance of this Agreement.

6 **SECTION 18. -- ENTIRE AGREEMENT**

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

11 In the event of any inconsistency in interpreting the documents which constitute this  
12 Agreement, the inconsistency shall be resolved by giving precedence in the following order of  
13 priority: (1) the text of this Agreement, including Attachments A and D, E, F, G and H, (2) The  
14 COUNTY's RFSQ (Attachment B); and (3) each respective CONTRACTOR's response to the  
15 RFSQ, Attachment series C.

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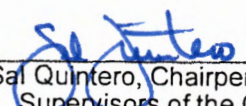
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1 IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement for  
2 Roofing Maintenance Services as of the Effective Date.

3  
4 CONTRACTOR

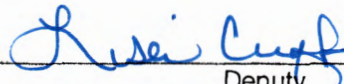
COUNTY OF FRESNO

5  
6  
7 See Additional Signature Pages Attached

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

8  
9  
10 ATTEST:  
11 Bernice E. Seidel  
12 Clerk of the Board of Supervisors  
13 County of Fresno, State of California  
14

15 By:

  
Deputy

16  
17 FOR ACCOUNTING USE ONLY:

18 FUND: 1045

19 SUBCLASS: 10000

20 ORG No.: 8935

21 Account No.: 7205  
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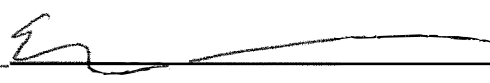
1 By executing this signature page, CONTRACTOR becomes a signatory to the Master  
2 Agreement for Roofing Maintenance Services (the "Agreement"), dated 8/21, 2018 and  
3 agrees that it is a party to the Agreement with the COUNTY and is bound by its terms.

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

6  
7 **CONTRACTOR**

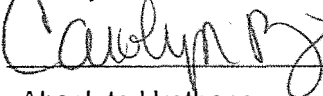
8 Absolute Urethane

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10  
11 Eric Plaza, President

12  8/21/18

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14 Eric Plaza

15 Carolyn Plaza, Treasurer

16  8/21/18

17 Absolute Urethane

18 6614 S. Elm Ave.

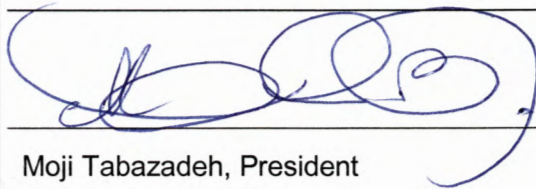
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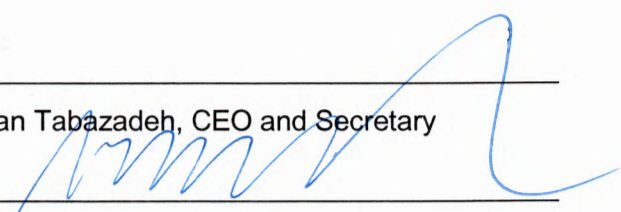
1 By executing this signature page, CONTRACTOR becomes a signatory to the Master  
2 Agreement for Roofing Maintenance Services (the "Agreement"), dated Sept. 11, 2018 and  
3 agrees that it is a party to the Agreement with the COUNTY and is bound by its terms.

4 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the  
5 Effective Date.  
6

7 **CONTRACTOR**

8 Best Contracting Services, Inc.

9   
10  
11 Moji Tabazadeh, President  
12

13  
14  
15 Sean Tabazadeh, CEO and Secretary  
16 

17 Best Contracting Services, Inc.

18 19027 S. Hamilton Ave.

19 Gardena, CA 90248  
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5 Effective Date.  
6

7 **CONTRACTOR**

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11 Sean Rauch, Manager  
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13 Nations Roof West, LLC.

14 5463 E. Hedges Ave.

15 Fresno, CA 93727  
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**PARTICIPATING CONTRACTORS**

| <b>CONSULTANT NAME</b>             | <b>ADDRESS</b>                                 | <b>*GIVE &amp; RECEIVE NOTICES</b>  |
|------------------------------------|--|---|
| Absolute Urethane                  | 6614 S. Elm Ave.<br>Fresno, CA 93706           | Eric & Carolyn Plaza, President &<br>VP<br><a href="mailto:carolyn@absoluteurethane.com">carolyn@absoluteurethane.com</a> ;<br><a href="mailto:omar@absoluteurethane.com">omar@absoluteurethane.com</a><br>(559) 241-0160 |
| Best Contracting<br>Services, Inc. | 19027 S. Hamilton<br>Ave.<br>Gardena, CA 90248 | Moji Tabazadeh, President<br>Kayhan Fatemi<br><a href="mailto:kfatemi@bestcontracting.com">kfatemi@bestcontracting.com</a><br>(310) 328-6969  |
| Nations Roof West, LLC             | 5463 E. Hedges Ave<br>Fresno, CA 93727         | Sean Rauch, Manager<br><a href="mailto:srauch@nationsroof.com">srauch@nationsroof.com</a><br>(559) 252-1255   |



# REQUEST FOR STATEMENT OF QUALIFICATIONS

**NO. 18-051**

**COUNTY OF FRESNO**

**ROOFING SERVICES**

**Issuance Date:** June 7, 2018

**Closing Date:** June 27, 2018 at 2:00 PM

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

**Clarifications:** All questions and clarifications must be submitted on the Bid Page at Public Purchase before **10:00 AM on June 18, 2018.**

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

**Cost Limit for Agreement(s):** **\$6,000,000.00**

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Organization

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Individual/Contact Person

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Title

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Street Address/P.O. Box

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City

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State

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Zip Code

---

Telephone

---

Fax Number

---

E-Mail Address

Purchasing Use: DH:st

ORG/Requisition: 8935 / 1321801134

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### **Attachments:**

- Exhibit A – Quotation Schedule
- Exhibit B – Service Level Agreement (Warranty)
- Exhibit C – Reference List
- Exhibit D – Background Investigations & Identification (ID) Badges
- Exhibit E – The Prison Rape Elimination (PREA) Act
- Exhibit F – No Hostage Situations
- Exhibit G – No Hostage Policy

**RFSQ No. 18-051****I. INTRODUCTION AND OVERVIEW**

The County of Fresno on behalf of the Internal Services Department, Facility Services Division (Facility Services) is requesting quotations from qualified vendors to provide roofing services on an as-needed basis for various types of buildings located throughout Fresno County.

Services may include, but are not limited to inspecting, installing, cleaning, maintaining, repairing, removing, and all other work associated with roofing systems for buildings located throughout Fresno County (County). The County owns and/or occupies a variety of buildings varying in size, type, and age with various types of roofing systems that include, but are not limited to, modified bitumen, asphalt shingle, composition shingles, metal roofing, built up roof membrane, structural roof panel system, spray polyurethane foam elements, elastomeric coatings, and single-ply and two-ply membrane roofing. Qualified contractor's must furnish all labor, materials, tools, equipment, supplies, services, tasks and incidental customary work necessary to competently perform all small and large-scale roofing services. Contractor's must possess the correct contractor's license for the types of work performed.

Contractors who can demonstrate experience, capability, and quality of work may be awarded a Master Agreement for a term of up to 3-years with two optional 1-year extensions. Facility Services intends to spend approximately \$6,000,000 for the potential 5-year term of the agreement. It is the intent of the County to engage several contractors under one Master Agreement to provide the professional services described herein.

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

**II. SCOPE OF WORK**

**A. Roofing Services** – Qualified vendors shall provide roofing services on an as- needed basis to various buildings throughout Fresno County. The scope of work can include, but is not limited to, the following:

- Installing new roof materials as prescribed by roofing manufacturers
- Repairing surfaces that seal, waterproof, and weatherproof structures
- Complete roof inspections and examination services
- Demolition, removing and disposing of existing roof materials, felt paper and batts, and warranties shall be in force for their full term, roof jacks, valley flashing, fascia gutters and ridge vent systems
- Re-secure loose sheet metal items and reseal cracked or missing caulk joints, and other associated tasks

It shall be the contractor's responsibility to effectively and promptly provide services to the satisfaction of Facility Services in regards to all aspects of roofing in County defined facilities.

Facility Services may require a request for quotes (bid) from interested vendors for a roofing service projects on an as-needed basis throughout the term of the agreement. When a bid is released, Facility Services may require vendors interested in submitting a bid, to attend a site inspection of the building identified in the bid. Attendance of site inspection may be required in order for vendor to submit a valid bid. Decision to release a bid, or lack therefore, and to require a site inspection, or lack thereof, will be at the

sole discretion of Facility Services. Facility Services will communicate such information to all vendors on the Master Agreement via written format at time of bid release.

When a bid is released by Facility Services, the selection of the successful responding vendor will be based on Facility Service's evaluation of the quotations submitted by each contractor, with attention to cost (clear itemization of parts and costs, labor hours, tax and freight), start and completion dates, warranty of product and services provided, experience, capability to perform services to the highest standards of the County, and quality of work performed. When submitting a bid, interested vendors must reference cost of services to those provided by such vendor in "**Exhibit A – Quotation Schedule.**"

County does not guarantee a minimum or maximum number of jobs to be awarded to a specific contractor during the term of this agreement. County guarantees no minimum amount to each awarded vendor in the Master Agreement.

- B. Emergency Response Services** – Emergency response services are defined as situations that may pose an immediate risk to Fresno County employees, citizens, business processes, and property. They require urgent intervention to prevent a worsening of a situation. Emergency response services will be requested on an as-needed basis when County resources are insufficient.

Contractor shall maintain 24 hours a day, 7 days a week emergency availability to coordinate any necessary resolution to roofing problems, including weekends and holidays. The contractor(s) will be required to respond to emergency response service calls, during and after business hours. Details regarding each emergency service request will be relayed at the time of each call. Contractor has the opportunity to identify hours, days, or holidays of unavailability in "**Exhibit A – Quotation Schedule.**"

When Emergency Response services are requested by County, the selection of the successful responding vendor will be at the discretion of Facility Services.

When Emergency Response services are requested by County, contractor shall acknowledge within 30 minutes if the request can be fulfilled. Otherwise, the request will be sent to another vendor. Selected and awarded vendor must reference cost of services to those provided by such vendor in "**Exhibit A – Quotation Schedule.**"

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

Emergency callbacks are categorized as follows:

- LEVEL 1 - Requires onsite response in one (1) hour or less.
- LEVEL 2 - Requires onsite response in four (4) hours or less.
- LEVEL 3 - Requires onsite response at 7:00 a.m., the next normal working day.

Determination of call level is at the sole discretion of the Director of Internal Services or his/her authorized representatives.

- C. Qualifications** – The qualified vendor(s) shall possess all applicable licenses, registrations, permits, municipal building ordinances, and regulations required by the City, State, and Federal governments, as well as all other requirements of the law. If permit or code violations are found with work performed by the vendor, the vendor must correct all violations at no additional charge to Fresno County.

- D. Workmanship** - All maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, and shall meet warranties and be in conformance to all applicable laws, codes, and regulations.

The vendor(s) shall, at all times, protect building from damage; remove and replace with



**RFSQ No. 18-051**

new work any work damaged by failure to provide protection. Replacement of damaged work will be at no additional cost to the County.

All work areas shall be cleaned up and all debris removed by the contractor at the end of the workday. Upon completion of work at each worksite, the vendor shall remove all equipment and surplus material from the premises and legally dispose of it.

- E. Scheduling of Work** – All work must be approved and authorized in writing by the Facility Services Manager or their designee prior to commencement of any work. Contractor(s) responding to a service request shall report to the building manager prior to beginning work, and at the completion of work. All roofing services shall be subject to the review and approval of Facility Services.

**Personnel Performance**

1. Personnel: Contractor shall have in their employ, or under their control, sufficient qualified and competent personnel to perform work promptly and in accordance with schedules and requirements provided herein.
  2. Supervision: The successful contractor shall provide all supervision on site to coordinate and inspect work.
  3. Daily check in/out: vendor's on-site supervisor shall check-in with the County management at each location prior to the start of each day and report progress at end of each day before leaving. Contractor's on-site supervisor shall also check-in with County management at each location after completing the work project for inspection.
  4. Performance: the successful Contractor's personnel must be capable of performing at an effectiveness level in accordance with specific and industry standards. All work shall be performed in a professional manner and in compliance with all federal, state, and local laws and codes.
  5. Uniforms: while on duty all workers shall be identified by uniform shirt, blouse, or smock indicating the company name or logo in print large enough to be easily read.
- F. Security** – Security is of great concern to the County. Failure to fully comply with the security requirements below will be considered a breach of security and shall result in termination of any ensuing contract for default.

Contractor personnel shall cooperate with all Security personnel at all times and be subject to and conform to County security rules and regulations. Any violations or disregard of these rules may be cause for denial of access to County property.

The policies below may change throughout the life of this Agreement, it is the vendor(s) responsibility to request updates from the County. Compliance is mandatory on the following Exhibits:

1. The Prison Rape Elimination Act. See Exhibit E.
2. Probation Juvenile Detention Facilities – No Hostage Policy. See Exhibit F.
3. Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities – No Hostage Policy. See Exhibit G.

Facility Services may require contractors to comply with "Background Investigations and Identification (ID) Badges, Exhibit D." When a bid is released, Facility Services may require vendors interested in submitting a bid, to comply with Exhibit D. Exhibit D must be passed by vendor prior to award of roofing project. Decision to require Exhibit D on a roofing project, or lack thereof, will be at the sole discretion of Facility Services and will be relayed to all vendors awarded on the Master Agreement via written format at time of bid release.

**RFSQ No. 18-051****III. COMPENSATION**

Parts, materials, and service work for all roofing services, including emergency response work, shall be charged as quoted in **Exhibit A – Quotation Schedule**.

**IV. INVOICING**

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

- Date of service, Time of arrival and departure
- Hours of active Labor
- Printed name of County representative authorizing the work
- Name of vendor technician providing the service
- Description of services provided, Building location/number
- Actions taken, Status of service
- Itemization of each service provided and cost (i.e. labor hours, parts, materials, etc.)

**V. AGREEMENT TERM**

The term of the Agreement will be three years, unless prior to its expiration its term is extended in writing, for no more than 2 additional one-year terms, by mutual consent of the Director or his/her designee and the qualified vendor(s). The maximum total five-year contract amount is \$6,000,000.

Total fees paid to each vendor will be dependent upon the bid provided by contractor. No guarantee is made that the total fee or any fee will be received by the contractor.

**VI. SB854/ PREVAILING WAGE**

California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects. Refer to <http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html> for more information.

Contractor must submit verification of DIR registration with their proposal. Failure to submit verification may result in their proposal 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>

**RFSQ No. 18-051**

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

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

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

**VII. CONFLICT OF INTEREST STATEMENT**

The vendor(s) may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The vendor(s) shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

**VIII. SOQ SUBMITTAL REQUIREMENTS**

The submittal shall be in two (2) parts (sections labeled A and B).

- A. The submittal will enable the Selection Committee to appraise the general competence and qualifications of the appraisal firms. Please provide the listed information in the following sequence:
  1. Firm name, address, and phone number
  2. Type of organization (sole-proprietorship, partnership, or corporation)
  3. Firm principals who will be responsible for the project, and their educational background, credentials, training, and experience
  4. List of current staff, including total employee count, and job classification of each employee
  5. List a minimum of three (3) references wherein commercial, industrial, or public agency roofing services have been completed. Vendor must complete "Exhibit C" (as provided).
  6. Exhibit A – Quotation Schedule (as provided).
  7. Exhibit B – Service Level Agreement (Warranty) (as provided).

## B. Bidder to Complete:

1. Subcontractors: List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. Awarded bidder(s) will be responsible for informing Facility Services of any change in subcontractors throughout the life of the agreement. The primary contractor is not relieved of any responsibility by:

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2. 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-39 or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-39, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

**Number and Class:**

---

**Date of Issue:**

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

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

3. DIR Acknowledgement:

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

**(Authorized Signature)**

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**Title**

---

**DIR Number**

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**DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ**

**RFSQ No. 18-051****IX. SELECTION PROCEDURE**

A Selection Committee (Committee) will be formed to evaluate the submitted proposals and to make recommendations. The Committee will consist of representatives of the department. The Committee will address the following criteria in its evaluations of the proposals:

- Bidder is capable of providing the requested services
- Bidder demonstrates experience in the requested services
- Bidder is qualified to provide the requested services

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

**X. INSURANCE REQUIREMENTS**

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

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

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

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

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

**RFSQ No. 18-051**

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

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

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

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

**XI. APPEALS**

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

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

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.

## QUOTATION SCHEDULE

Exhibit A – Quotation Schedule will be divided into three (3) parts (sections A through C).

All bidders will be required to submit a quote on all items included within this RFSQ. Submittals not providing quotes for all items will not be considered.

### A. Roofing and Emergency Response Services

#### Parts and Materials

Please list how the County will be charged for parts and materials. (for example, "list – 10%, list +10%, cost +/- %). When providing invoice to County for payment, copy of the original invoice for parts and materials must accompany the invoice for payment.

List any applicable discounts and their effective dates below:

| Discount (%) | Effective Date(s) |
|--------------|-------------------|
|              |                   |
|              |                   |
|              |                   |
|              |                   |
|              |                   |
|              |                   |

#### Time

Itemize your hourly labor rates for ON-SITE technician services only. Contractor will bill the County at the below rates for only on-site time worked.

|   | Regular Business Hours<br>(7 a.m. – 5 p.m.) | After Normal Hours | Other: (ex: state other<br>business and after<br>normal hours) |
|---|---|--------------------|--|
| Roofer  | \$_____/hour                                | \$_____/hour       |  |
| Foreman   | \$_____/hour                                | \$_____/hour       |  |
| Superintendent  | \$_____/hour                                | \$_____/hour       |  |
| Quality Control<br>Manager                                | \$_____/hour                                | \$_____/hour       |  |
| Site Safety Health<br>Officer                             | \$_____/hour                                | \$_____/hour       |  |
| Other (ex: Other job<br>classifications, titles,<br>etc.) | \$_____/hour                                | \$_____/hour       |  |
|   |   |                    |  |
|   |   |                    |  |
|   |   |                    |  |

**B. Additional Pricing**

Itemize your mileage rate per mile below. County will not pay for time spent traveling to acquire parts/supplies.

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

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

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**C. Holidays**

Vendor shall acknowledge emergency response services by phone within 30 minutes if the service request can be fulfilled. Otherwise, the request will be sent to another vendor. Please state identify below any days throughout the potential 5-year term of the agreement wherein vendor will not be able to respond to emergency response calls as specified in this RFSQ:

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## SERVICE LEVEL AGREEMENT (WARRANTY)

The following segment states some of the specifications for the services covered under this RFSQ. Interested vendors are instructed to indicate their compliance or non-compliance with the stated specifications.

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. All bidders are required to indicate their level of compliance on all statements below. Submittals not indicating a level of compliance will not be considered. Please note, failure to comply to all services requested will not automatically disqualify any bidder. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

Failure to furnish emergency callback service as listed below may result in termination of contract, withholding of payment, and/or another vendor to be hired to complete the work at the current vendor(s) expense.

| <b><u>BIDDER TO COMPLETE THE FOLLOWING:</u></b>   | <b>COMPLY/<br/>NOT COMPLY</b> |
|---|-------------------------------|
| 1. Vendor possess all applicable licenses, registrations, and permits required by the State of California, Fresno County, and/or City of Fresno to perform the scope of work requested.                           |                               |
| 2. Vendor shall furnish all labor, equipment, materials, tools, and transportation required to perform the services herein described.   |                               |
| 3. Vendor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.                          |                               |
| 4. Vendor shall comply with all security exhibits (Exhibits E through G).   |                               |
| 5. Contractor and all sub-contractors who perform work must be registered with the California Department of Industrial Relations.   |                               |
| 6. Contractor will inform County of any change in subcontractor use for the entire duration of this agreement.  |                               |
| 7. Vendor shall invoice County as stated by vendor in "Exhibit A – Quotation Schedule".   |                               |
| 8. List a minimum of three (3) references wherein commercial, industrial, or public agency roofing services have been completed. Vendor must complete "Exhibit C".  |                               |
| 9. Vendor understands that failure to furnish emergency call-back service with the "Level 1-3" as listed on page 3 may result in termination of contract, withholding of payment, and/or choosing another vendor. |                               |
| 10. Emergency callbacks categorized as LEVEL 1 requires onsite response in one (1) hour or less.  |                               |
| 11. Emergency callbacks categorized as LEVEL 2 requires onsite response in four (4) hours or less.  |                               |
| 12. Emergency callbacks categorized as LEVEL 3 requires onsite response at 7:00 A.M. the next, normal working day.  |                               |
| 13. Vendor shall acknowledge within 30 minutes if the request can be fulfilled. Otherwise, the request will be sent of another vendor.  |                               |

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

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

## REFERENCE LIST

Provide a list of at least three (3) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

### REFERENCE # 1

|                    |              |
|--------------------|--------------|
| Reference Name:    | Contact      |
| City:              | State & Zip: |
| Phone No.:         | Date:        |
| Services Provided: |              |
|                    |              |
|                    |              |

### REFERENCE #2

|                    |              |
|--------------------|--------------|
| Reference Name:    | Contact      |
| City:              | State & Zip: |
| Phone No.:         | Date:        |
| Services Provided: |              |
|                    |              |
|                    |              |

### REFERENCE #3

|                    |              |
|--------------------|--------------|
| Reference Name:    | Contact      |
| City:              | State & Zip: |
| Phone No.:         | Date:        |
| Services Provided: |              |
|                    |              |
|                    |              |

\*Failure to provide a list of at least three (3) customers may be cause for rejection of this RFSQ.

\*Vendors may attach additional reference pages.

## **BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES**

### Background Investigations

Prior to the beginning of any services, one (1) background check may be required for every member of the Contractor's personnel providing services to a building location for the life of the agreement. The background check may be required before access is given to any County facility/property. Clearance will only be granted after a successful background check, completed by the County of Fresno Sheriff's Department. Background checks provided by any agency other than the County of Fresno Sheriff's Department will not be accepted.

The current cost of a background check is \$52 per person. This cost will be incurred by the successful Bidder. One check covering the cost of background checks for all employees shall be made payable to: Sheriff, County of Fresno. The successful bidder will be notified regarding the result of background checks. Those that are accepted will report to County of Fresno Security to have their photo taken and ID badge issued.

Background checks are done on a first-come, first serve basis between the hours of 7:00 a.m and 12:00 noon. Monday through Friday. The process takes approximately 20 minutes time. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), dependent upon the individual's history.

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

When required by County, applicants' background checks must be approved prior to entering any County facility. Approval will not be granted to any individual possessing any of the following circumstances:

1. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. They have ever been charged with a felony or are currently under investigation for a felony.
3. They are charged with or convicted of any crime committed in or at a correctional institution.
4. They are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. They have been refused a license as a private investigator or had such license revoked.
6. They have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record on their application.
7. Make omissions or false statements on their application.
8. They have no valid reason for entering a facility.
9. Their admission into a facility could represent a threat to security, staff or inmate safety.
10. Further information regarding the criteria for background check clearance, including an appeal for process for someone who may be denied clearance is available upon request.

Identification (ID) Badges

The successful bidder's employees will be issued a badge that must be worn and be visible at all times during performance of work in any County building to identify the wearer as an individual who is authorized to enter County facilities.

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The successful Bidder shall pay \$11.99 per individual badge by submitting one check covering the cost for all the Bidder's employees made payable to: County of Fresno, Security.
3. Costs for ID badges are established by County Auditor and fluctuate annually, therefore the cost of obtaining a new ID badge for a Bidder's new employee may not remain the same throughout the contract term.
4. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
5. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will assume all responsibility for their employee's use of and the return of the County ID badges.
6. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.

## **THE PRISON RAPE ELIMINATION (PREA) ACT**

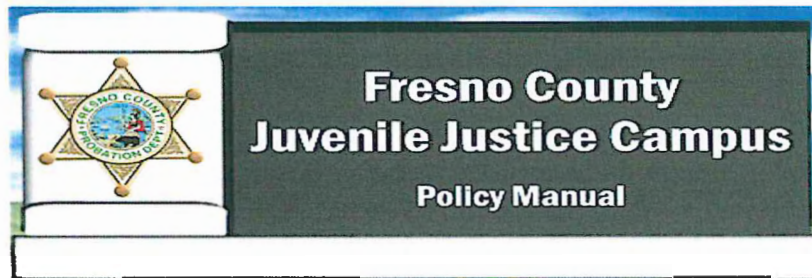
All bidders must comply with the Prison Rape Elimination (PREA) Act as stated below:

"CONTRACTOR shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation at no charge to CONTRACTOR." "CONTRACTOR will ensure that all staff assigned to work at the Juvenile Justice Campus (JJC) undergo a pre-employment Live Scan and criminal background security clearance by the Probation Department at no charge to CONTRACTOR. No alcoholic beverages/drugs will be brought into any facility. Nor will anyone under the influence of alcoholic beverages or drugs be allowed inside. In the event of any disturbance inside the facilities, the CONTRACTOR'S employees will immediately follow the orders of the Facility Administrator or his/her designees.

CONTRACTOR shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving COUNTY staff and the contract employee, the on-duty Facility Administrator will have the final decision." **INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE:**

<http://www.prearesourcecenter.org/>

## NO HOSTAGE SITUATIONS



### California Code of Regulations

**Subject:** Hostage Situations

**Policy Number:** 326.0

**Page:** 1 of 2

**Date Originated:** April 1, 2004

**Date Revised:** February 1, 2008

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

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

#### **I. HOSTAGE SITUATION PROCEDURES**

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

- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:
  - 1. The number and identity of both the hostages and hostage takers;
  - 2. Any known weapons possessed by the hostage takers;
  - 3. The demands of the hostagetakers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

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

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

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

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

## **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.

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### **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.

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### **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.

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### **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)



**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: ONE (1)**  
**RFSQ NUMBER: 18-051**  
**ROOFING SERVICES**

---

Issue Date: June 13, 2018

**CLOSING DATE: JUNE 27, 2018 AT 2:00 P.M.**

Submit all Questions and Statements of Qualifications on the Bid Page at Public Purchase.

For assistance contact **Darren Howard** at (559) 600-7110.

---

**NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 18-051 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR RESPONSE.**

- **Questions and Answers**
- **Exhibit B is hereby added and made a part hereof.**

**ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFSQ 18-051**

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

SIGNATURE: \_\_\_\_\_

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

Purchasing Use: DH:st

ORG/Requisition: 8935 / 1321801134

## **QUESTIONS AND ANSWERS**

**Q1.** In "18-015 Roofing Services" Document, it says there's attachment list from Exhibit A to Exhibit G. But on the website, Exhibit B is missing. Is it something that will be available later on?

*A1. Please see the attached Exhibit B.*

**Q2.** Can you please let me know if there is Pre-Bid meeting for County of Fresno Roofing Service Project?

*A2. A Pre-Bid meeting has not been scheduled for the initial RFSQ process.*

# **ATTACHMENT C**



# REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. 18-051

COUNTY OF FRESNO

ROOFING SERVICES

**Issuance Date:** June 7, 2018

**Closing Date:** June 27, 2018 at 2:00 PM

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

**Clarifications:** All questions and clarifications must be submitted on the Bid Page at Public Purchase before **10:00 AM on June 18, 2018.**

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

**Cost Limit for Agreement(s):** \$6,000,000.00

ABSOLUTE URETHANE

Organization

OMAR ORUZCO

Individual/Contact Person

ESTIMATOR / PM

Title

6614 S. ELM AVE

Street Address/P.O. Box

FRESNO

City

CA

State

93706

Zip Code

559-241-0160 / 559-227-2212

Telephone

Fax Number

omar@absoluteurethane.com

E-Mail Address

Purchasing Use: DH:st

ORG/Requisition: 8935 / 1321801134

RFSQ No. 18-051

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### **Attachments:**

Exhibit A – Quotation Schedule  
 Exhibit B – Service Level Agreement (Warranty)  
 Exhibit C – Reference List  
 Exhibit D – Background Investigations & Identification (ID) Badges  
 Exhibit E – The Prison Rape Elimination (PREA) Act  
 Exhibit F – No Hostage Situations  
 Exhibit G – No Hostage Policy

## RFSQ No. 18-051

### I. INTRODUCTION AND OVERVIEW

The County of Fresno on behalf of the Internal Services Department, Facility Services Division (Facility Services) is requesting quotations from qualified vendors to provide roofing services on an as-needed basis for various types of buildings located throughout Fresno County.

Services may include, but are not limited to inspecting, installing, cleaning, maintaining, repairing, removing, and all other work associated with roofing systems for buildings located throughout Fresno County (County). The County owns and/or occupies a variety of buildings varying in size, type, and age with various types of roofing systems that include, but are not limited to, modified bitumen, asphalt shingle, composition shingles, metal roofing, built up roof membrane, structural roof panel system, spray polyurethane foam elements, elastomeric coatings, and single-ply and two-ply membrane roofing. Qualified contractor's must furnish all labor, materials, tools, equipment, supplies, services, tasks and incidental customary work necessary to competently perform all small and large-scale roofing services. Contractor's must possess the correct contractor's license for the types of work performed.

Contractors who can demonstrate experience, capability, and quality of work may be awarded a Master Agreement for a term of up to 3-years with two optional 1-year extensions. Facility Services intends to spend approximately \$6,000,000 for the potential 5-year term of the agreement. It is the intent of the County to engage several contractors under one Master Agreement to provide the professional services described herein.

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

### II. SCOPE OF WORK

**A. Roofing Services** – Qualified vendors shall provide roofing services on an as- needed basis to various buildings throughout Fresno County. The scope of work can include, but is not limited to, the following:

- Installing new roof materials as prescribed by roofing manufacturers
- Repairing surfaces that seal, waterproof, and weatherproof structures
- Complete roof inspections and examination services
- Demolition, removing and disposing of existing roof materials, felt paper and batts, and warranties shall be in force for their full term, roof jacks, valley flashing, fascia gutters and ridge vent systems
- Re-secure loose sheet metal items and reseal cracked or missing caulk joints, and other associated tasks

It shall be the contractor's responsibility to effectively and promptly provide services to the satisfaction of Facility Services in regards to all aspects of roofing in County defined facilities.

Facility Services may require a request for quotes (bid) from interested vendors for a roofing service projects on an as-needed basis throughout the term of the agreement. When a bid is released, Facility Services may require vendors interested in submitting a bid, to attend a site inspection of the building identified in the bid. Attendance of site inspection may be required in order for vendor to submit a valid bid. Decision to release a bid, or lack therefore, and to require a site inspection, or lack thereof, will be at the



## RFSQ 18-051 EXHIBIT A

**B. Additional Pricing**

Itemize your mileage rate per mile below. County will not pay for time spent traveling to acquire parts/supplies.

MILEAGE RATE: \$ .75¢ mile

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

YARD 6666 S. FIG AVE FRESNO TO JOBSITE

**C. Holidays**

Vendor shall acknowledge emergency response services by phone within 30 minutes if the service request can be fulfilled. Otherwise, the request will be sent to another vendor. Please state identify below any days throughout the potential 5-year term of the agreement wherein vendor will not be able to respond to emergency response calls as specified in this RFSQ:

Christmas AND NEW YEARS

## SERVICE LEVEL AGREEMENT (WARRANTY)

The following segment states some of the specifications for the services covered under this RFSQ. Interested vendors are instructed to indicate their compliance or non-compliance with the stated specifications.

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. All bidders are required to indicate their level of compliance on all statements below. Submittals not indicating a level of compliance will not be considered. Please note, failure to comply to all services requested will not automatically disqualify any bidder. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

Failure to furnish emergency callback service as listed below may result in termination of contract, withholding of payment, and/or another vendor to be hired to complete the work at the current vendor(s) expense.

| <b><u>BIDDER TO COMPLETE THE FOLLOWING:</u></b>   | <b>COMPLY/<br/>NOT COMPLY</b> |
|---|-------------------------------|
| 1. Vendor possess all applicable licenses, registrations, and permits required by the State of California, Fresno County, and/or City of Fresno to perform the scope of work requested.                           | COMPLY                        |
| 2. Vendor shall furnish all labor, equipment, materials, tools, and transportation required to perform the services herein described.   | COMPLY                        |
| 3. Vendor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.                          | COMPLY                        |
| 4. Vendor shall comply with all security exhibits (Exhibits E through G).   | COMPLY                        |
| 5. Contractor and all sub-contractors who perform work must be registered with the California Department of Industrial Relations.   | COMPLY                        |
| 6. Contractor will inform County of any change in subcontractor use for the entire duration of this agreement.  | COMPLY                        |
| 7. Vendor shall invoice County as stated by vendor in "Exhibit A – Quotation Schedule".   | COMPLY                        |
| 8. List a minimum of three (3) references wherein commercial, industrial, or public agency roofing services have been completed. Vendor must complete "Exhibit C".  | COMPLY                        |
| 9. Vendor understands that failure to furnish emergency call-back service with the "Level 1-3" as listed on page 3 may result in termination of contract, withholding of payment, and/or choosing another vendor. | COMPLY                        |
| 10. Emergency callbacks categorized as LEVEL 1 requires onsite response in one (1) hour or less.  | COMPLY                        |
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| 12. Emergency callbacks categorized as LEVEL 3 requires onsite response at 7:00 A.M. the next, normal working day.  | COMPLY                        |
| 13. Vendor shall acknowledge within 30 minutes if the request can be fulfilled. Otherwise, the request will be sent of another vendor.  | COMPLY                        |



## RFSQ 18-051 EXHIBIT C

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: ABSOLUTE URETHANE**REFERENCE LIST**

Provide a list of at least three (3) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

## REFERENCE # 1

|  |                               |
|--|-------------------------------|
| Reference Name: <u>Oral E. Micham</u>                        | Contact <u>Steve Tindle</u>   |
| City: <u>WOODLAKE</u>  | State & Zip: <u>CA. 93286</u> |
| Phone No.: <u>559-564-5010</u>                               | Date: <u>CURRENTLY</u>        |
| Services Provided: <u>ROOFING, WATERPROOFING, INSULATION</u> |                               |
|  |                               |
|  |                               |

## REFERENCE #2

|   |                                |
|---|--------------------------------|
| Reference Name: <u>KINGSBURG UNIFIED</u>                          | Contact <u>ROGER CARRINDER</u> |
| City: <u>KINGSBURG</u>  | State & Zip: <u>CA.</u>        |
| Phone No.: <u>559-897-5156</u>                                    | Date: <u> </u>                 |
| Services Provided: <u>ROOFING, PAINTING, REPAIRS, EVALUATIONS</u> |                                |
|   |                                |
|   |                                |

## REFERENCE #3

|   |                                |
|---|--------------------------------|
| Reference Name: <u>KINGS CANYON UNIFIED</u>   | Contact <u>JOSEPH GONZALEZ</u> |
| City: <u>BEEDLEY</u>                          | State & Zip: <u>CA. 93654</u>  |
| Phone No.: <u>559-305-7062</u>                | Date: <u>2-26-18</u>           |
| Services Provided: <u>ROOFING, INSULATION</u> |                                |
|   |                                |
|   |                                |

\*Failure to provide a list of at least three (3) customers may be cause for rejection of this RFSQ.

\*Vendors may attach additional reference pages.

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### Background Investigations

Prior to the beginning of any services, one (1) background check may be required for every member of the Contractor's personnel providing services to a building location for the life of the agreement. The background check may be required before access is given to any County facility/property. Clearance will only be granted after a successful background check, completed by the County of Fresno Sheriff's Department. Background checks provided by any agency other than the County of Fresno Sheriff's Department will not be accepted.

The current cost of a background check is \$52 per person. This cost will be incurred by the successful Bidder. One check covering the cost of background checks for all employees shall be made payable to: Sheriff, County of Fresno. The successful bidder will be notified regarding the result of background checks. Those that are accepted will report to County of Fresno Security to have their photo taken and ID badge issued.

Background checks are done on a first-come, first serve basis between the hours of 7:00 a.m and 12:00 noon. Monday through Friday. The process takes approximately 20 minutes time. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), dependent upon the individual's history.

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

When required by County, applicants' background checks must be approved prior to entering any County facility. Approval will not be granted to any individual possessing any of the following circumstances:

1. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. They have ever been charged with a felony or are currently under investigation for a felony.
3. They are charged with or convicted of any crime committed in or at a correctional institution.
4. They are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. They have been refused a license as a private investigator or had such license revoked.
6. They have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record on their application.
7. Make omissions or false statements on their application.
8. They have no valid reason for entering a facility.
9. Their admission into a facility could represent a threat to security, staff or inmate safety.
10. Further information regarding the criteria for background check clearance, including an appeal for process for someone who may be denied clearance is available upon request.

**RFSQ 18-051 EXHIBIT D**Identification (ID) Badges

The successful bidder's employees will be issued a badge that must be worn and be visible at all times during performance of work in any County building to identify the wearer as an individual who is authorized to enter County facilities.

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The successful Bidder shall pay \$11.99 per individual badge by submitting one check covering the cost for all the Bidder's employees made payable to: County of Fresno, Security.
3. Costs for ID badges are established by County Auditor and fluctuate annually, therefore the cost of obtaining a new ID badge for a Bidder's new employee may not remain the same throughout the contract term.
4. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
5. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will assume all responsibility for their employee's use of and the return of the County ID badges.
6. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.



## **THE PRISON RAPE ELIMINATION (PREA) ACT**

All bidders must comply with the Prison Rape Elimination (PREA) Act as stated below:

"CONTRACTOR shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation at no charge to CONTRACTOR." "CONTRACTOR will ensure that all staff assigned to work at the Juvenile Justice Campus (JJC) undergo a pre-employment Live Scan and criminal background security clearance by the Probation Department at no charge to CONTRACTOR. No alcoholic beverages/drugs will be brought into any facility. Nor will anyone under the influence of alcoholic beverages or drugs be allowed inside. In the event of any disturbance inside the facilities, the CONTRACTOR'S employees will immediately follow the orders of the Facility Administrator or his/her designees.

CONTRACTOR shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving COUNTY staff and the contract employee, the on-duty Facility Administrator will have the final decision." **INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE:**

<http://www.prearesourcecenter.org/>

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## NO HOSTAGE SITUATIONS



### California Code of Regulations

**Subject: Hostage Situations**

**Policy Number: 326.0**

**Page: 1 of 2**

**Date Originated: April 1, 2004**

**Date Revised: February 1, 2008**

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

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

#### **I. HOSTAGE SITUATION PROCEDURES**

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



**RFSQ 18-051 EXHIBIT F**

- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:
  - 1. The number and identity of both the hostages and hostage takers;
  - 2. Any known weapons possessed by the hostage takers;
  - 3. The demands of the hostagetakers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

**II. PARENTAL AND MEDIA INFORMATION**

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

**III. SECURITY AND OPERATIONAL REVIEW**

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

**RFSQ No. 18-051**

sole discretion of Facility Services. Facility Services will communicate such information to all vendors on the Master Agreement via written format at time of bid release.

When a bid is released by Facility Services, the selection of the successful responding vendor will be based on Facility Service's evaluation of the quotations submitted by each contractor, with attention to cost (clear itemization of parts and costs, labor hours, tax and freight), start and completion dates, warranty of product and services provided, experience, capability to perform services to the highest standards of the County, and quality of work performed. When submitting a bid, interested vendors must reference cost of services to those provided by such vendor in "**Exhibit A – Quotation Schedule.**"

County does not guarantee a minimum or maximum number of jobs to be awarded to a specific contractor during the term of this agreement. County guarantees no minimum amount to each awarded vendor in the Master Agreement.

- B. Emergency Response Services** – Emergency response services are defined as situations that may pose an immediate risk to Fresno County employees, citizens, business processes, and property. They require urgent intervention to prevent a worsening of a situation. Emergency response services will be requested on an as-needed basis when County resources are insufficient.

Contractor shall maintain 24 hours a day, 7 days a week emergency availability to coordinate any necessary resolution to roofing problems, including weekends and holidays. The contractor(s) will be required to respond to emergency response service calls, during and after business hours. Details regarding each emergency service request will be relayed at the time of each call. Contractor has the opportunity to identify hours, days, or holidays of unavailability in "**Exhibit A – Quotation Schedule.**"

When Emergency Response services are requested by County, the selection of the successful responding vendor will be at the discretion of Facility Services.

When Emergency Response services are requested by County, contractor shall acknowledge within 30 minutes if the request can be fulfilled. Otherwise, the request will be sent to another vendor. Selected and awarded vendor must reference cost of services to those provided by such vendor in "**Exhibit A – Quotation Schedule.**"

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

Emergency callbacks are categorized as follows:

- LEVEL 1 - Requires onsite response in one (1) hour or less.
- LEVEL 2 - Requires onsite response in four (4) hours or less.
- LEVEL 3 - Requires onsite response at 7:00 a.m., the next normal working day.

Determination of call level is at the sole discretion of the Director of Internal Services or his/her authorized representatives.

- C. Qualifications** – The qualified vendor(s) shall possess all applicable licenses, registrations, permits, municipal building ordinances, and regulations required by the City, State, and Federal governments, as well as all other requirements of the law. If permit or code violations are found with work performed by the vendor, the vendor must correct all violations at no additional charge to Fresno County.

- D. Workmanship** - All maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, and shall meet warranties and be in conformance to all applicable laws, codes, and regulations.

The vendor(s) shall, at all times, protect building from damage; remove and replace with



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new work any work damaged by failure to provide protection. Replacement of damaged work will be at no additional cost to the County.

All work areas shall be cleaned up and all debris removed by the contractor at the end of the workday. Upon completion of work at each worksite, the vendor shall remove all equipment and surplus material from the premises and legally dispose of it.

- E. Scheduling of Work** – All work must be approved and authorized in writing by the Facility Services Manager or their designee prior to commencement of any work. Contractor(s) responding to a service request shall report to the building manager prior to beginning work, and at the completion of work. All roofing services shall be subject to the review and approval of Facility Services.

**Personnel Performance**

1. Personnel: Contractor shall have in their employ, or under their control, sufficient qualified and competent personnel to perform work promptly and in accordance with schedules and requirements provided herein.
  2. Supervision: The successful contractor shall provide all supervision on site to coordinate and inspect work.
  3. Daily check in/out: vendor's on-site supervisor shall check-in with the County management at each location prior to the start of each day and report progress at end of each day before leaving. Contractor's on-site supervisor shall also check-in with County management at each location after completing the work project for inspection.
  4. Performance: the successful Contractor's personnel must be capable of performing at an effectiveness level in accordance with specific and industry standards. All work shall be performed in a professional manner and in compliance with all federal, state, and local laws and codes.
  5. Uniforms: while on duty all workers shall be identified by uniform shirt, blouse, or smock indicating the company name or logo in print large enough to be easily read.
- F. Security** – Security is of great concern to the County. Failure to fully comply with the security requirements below will be considered a breach of security and shall result in termination of any ensuing contract for default.

Contractor personnel shall cooperate with all Security personnel at all times and be subject to and conform to County security rules and regulations. Any violations or disregard of these rules may be cause for denial of access to County property.

The policies below may change throughout the life of this Agreement, it is the vendor(s) responsibility to request updates from the County. Compliance is mandatory on the following Exhibits:

1. The Prison Rape Elimination Act. See Exhibit E.
2. Probation Juvenile Detention Facilities – No Hostage Policy. See Exhibit F.
3. Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities – No Hostage Policy. See Exhibit G.

Facility Services may require contractors to comply with "Background Investigations and Identification (ID) Badges, Exhibit D." When a bid is released, Facility Services may require vendors interested in submitting a bid, to comply with Exhibit D. Exhibit D must be passed by vendor prior to award of roofing project. Decision to require Exhibit D on a roofing project, or lack thereof, will be at the sole discretion of Facility Services and will be relayed to all vendors awarded on the Master Agreement via written format at time of bid release.



**RFSQ No. 18-051****III. COMPENSATION**

Parts, materials, and service work for all roofing services, including emergency response work, shall be charged as quoted in **Exhibit A – Quotation Schedule**.

**IV. INVOICING**

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

- Date of service, Time of arrival and departure
- Hours of active Labor
- Printed name of County representative authorizing the work
- Name of vendor technician providing the service
- Description of services provided, Building location/number
- Actions taken, Status of service
- Itemization of each service provided and cost (i.e. labor hours, parts, materials, etc.)

**V. AGREEMENT TERM**

The term of the Agreement will be three years, unless prior to its expiration its term is extended in writing, for no more than 2 additional one-year terms, by mutual consent of the Director or his/her designee and the qualified vendor(s). The maximum total five-year contract amount is \$6,000,000.

Total fees paid to each vendor will be dependent upon the bid provided by contractor. No guarantee is made that the total fee or any fee will be received by the contractor.

**VI. SB854/ PREVAILING WAGE**

California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects. Refer to <http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html> for more information.

Contractor must submit verification of DIR registration with their proposal. Failure to submit verification may result in their proposal 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>

**RFSQ No. 18-051**

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

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

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

**VII. CONFLICT OF INTEREST STATEMENT**

The vendor(s) may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The vendor(s) shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

**VIII. SOQ SUBMITTAL REQUIREMENTS**

The submittal shall be in two (2) parts (sections labeled A and B).

- A. The submittal will enable the Selection Committee to appraise the general competence and qualifications of the appraisal firms. Please provide the listed information in the following sequence:
  1. Firm name, address, and phone number
  2. Type of organization (sole-proprietorship, partnership, or corporation)
  3. Firm principals who will be responsible for the project, and their educational background, credentials, training, and experience
  4. List of current staff, including total employee count, and job classification of each employee
  5. List a minimum of three (3) references wherein commercial, industrial, or public agency roofing services have been completed. Vendor must complete "Exhibit C" (as provided).
  6. Exhibit A – Quotation Schedule (as provided).
  7. Exhibit B – Service Level Agreement (Warranty) (as provided).



## RFSQ No. 18-051

## B. Bidder to Complete:

1. Subcontractors: List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. Awarded bidder(s) will be responsible for informing Facility Services of any change in subcontractors throughout the life of the agreement. The primary contractor is not relieved of any responsibility by:

BOWEN ENGINEERING - FOR ABATEMENT ONLY

2. Contractor's License: 971744

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-39 or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-39, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class:

C-39

Date of Issue:

APRIL 3rd, 2012

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

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

3. DIR Acknowledgement:

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

(Authorized Signature)



Title

ESTIMATOR / PM

DIR Number

1000009364

**DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ**

**RFSQ No. 18-051****IX. SELECTION PROCEDURE**

A Selection Committee (Committee) will be formed to evaluate the submitted proposals and to make recommendations. The Committee will consist of representatives of the department. The Committee will address the following criteria in its evaluations of the proposals:

- Bidder is capable of providing the requested services
- Bidder demonstrates experience in the requested services
- Bidder is qualified to provide the requested services

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

**X. INSURANCE REQUIREMENTS**

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

- A. **Commercial General Liability:** Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. **Automobile Liability:** Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. **Professional Liability:** If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

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

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

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



**RFSQ No. 18-051**

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

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

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

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

**XI. APPEALS**

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

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

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.

## QUOTATION SCHEDULE

Exhibit A – Quotation Schedule will be divided into three (3) parts (sections A through C).

All bidders will be required to submit a quote on all items included within this RFSQ. Submittals not providing quotes for all items will not be considered.

### A. Roofing and Emergency Response Services

#### Parts and Materials

Please list how the County will be charged for parts and materials. (for example, "list – 10%, list +10%, cost +/- %). When providing invoice to County for payment, copy of the original invoice for parts and materials must accompany the invoice for payment.

List any applicable discounts and their effective dates below:

| Discount (%) | Effective Date(s) |
|--------------|-------------------|
|              |                   |
|              |                   |
|              |                   |
|              |                   |
|              |                   |
|              |                   |
|              |                   |

#### Time

Itemize your hourly labor rates for ON-SITE technician services only. Contractor will bill the County at the below rates for only on-site time worked.

|   | Regular Business Hours<br>(7 a.m. – 5 p.m.) | After Normal Hours     | Other: (ex: state other<br>business and after<br>normal hours) |
|---|---|------------------------|--|
| Rofer   | \$ <u>78</u> /hour                          | \$ <u>117</u> /hour    |  |
| Foreman   | \$ <u>85</u> /hour                          | \$ <u>127.50</u> /hour |  |
| Superintendent  | \$ <u>100</u> /hour                         | \$ _____ /hour         |  |
| Quality Control<br>Manager                                | \$ <u>80</u> /hour                          | \$ _____ /hour         |  |
| Site Safety Health<br>Officer                             | \$ <u>100</u> /hour                         | \$ _____ /hour         |  |
| Other (ex: Other job<br>classifications, titles,<br>etc.) | \$ _____ /hour                              | \$ _____ /hour         |  |
| <u>ABATEMAN</u>   | <u>\$200/hr</u>                             | <u>\$300/hr</u>        |  |
|   |   |                        |  |
|   |   |                        |  |



## **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.

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### **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.

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### **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.

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### **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)

**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: ONE (1)**  
**RFSQ NUMBER: 18-051**  
**ROOFING SERVICES**

---

Issue Date: June 13, 2018

**CLOSING DATE: JUNE 27, 2018 AT 2:00 P.M.**

Submit all Questions and Statements of Qualifications on the Bid Page at Public Purchase.

For assistance contact **Darren Howard** at (559) 600-7110.

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**NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 18-051 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR RESPONSE.**

- **Questions and Answers**
- **Exhibit B is hereby added and made a part hereof.**


**ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFSQ 18-051**

COMPANY NAME:

ABSOLUTE URETHANE

(PRINT)

SIGNATURE:



NAME & TITLE:

OMAR OROZCO ESTIMATOR

(PRINT)

Purchasing Use: DH:st

ORG/Requisition: 8935 / 1321801134



Addendum No. ONE (1)  
Request for Quotation Number: 18-051  
June 13, 2018

Page 2

## **QUESTIONS AND ANSWERS**

**Q1.** In "18-015 Roofing Services" Document, it says there's attachment list from Exhibit A to Exhibit G. But on the website, Exhibit B is missing. Is it something that will be available later on?

*A1. Please see the attached Exhibit B.*

**Q2.** Can you please let me know if there is Pre-Bid meeting for County of Fresno Roofing Service Project?

*A2. A Pre-Bid meeting has not been scheduled for the initial RFSQ process.*



## **SECTION A**

**(RFSQ 18-051)**

**1. Firm Name: BEST CONTRACTING SERVCIES, INC.**

**Address: 19027 S. Hamilton Ave. Gardena, CA 90248**

**Phone Number: (310) 328-6969**

**2. Type of Organization: Corporation**

**3. Firm Principals Responsible for Project:**

**Moji Tabazadeh, President**

**Sean Tabazadeh, CEO/Secretary/RMO**

**Bob Mars, COO**

**\* See Attached Resume \***

**4. List of Current Staff: \* SEE ATTACHED LIST OF STAFF \***



---

## RESUME

Moji Tabazadeh, President, BEST Contracting Services, Inc.

Mr. Taba was born and educated in Iran. He graduated from Teheran Polytechnic in 1963 with a Masters Degree in Civil Engineering.

From 1963 through 1968 he was employed as a Project Manager for a major contractor in Tehran and was the project manager for the construction of a large (100,000 person capacity) stadium from 1965-1968.

Moji formed his own construction company in 1969 focusing on heavy construction such as roads and bridges.

Subsequent to the large administration changes in Iran, he immigrated to the USA in 1982 and acquired an existing residential roofing contracting company. Since that time he has remained President of the company until the present, guiding its growth from solely residential roofing to become a major commercial contractor performing all services associated with the building envelop including roofing, waterproofing, glazing and façade systems.



---

## RESUME

---

Name: Sean Taba, CEO

Sean was educated at UCLA where he gained a Masters Degree in Electrical Engineering graduating Cum Laude. He joined BEST in 1989 and learned the construction business from the ground up. Since then Sean has been the driving force growing the business to the existing revenue level and directing the diversification making the company a leader in contracting programs for the building envelope including roofing, waterproofing, glazing and the installation of metal wall panels on commercial and institutional buildings.




---

## RESUME

---

### **Bob Mars, Chief Operating Officer**

Born and educated in Kenosha WI, Bob comes from a roofing family. His Father owned Mars Roofing in Kenosha, and from his earliest days Bob has been associated with the roofing industry. In summer, during his teen years Bob worked on the roof with his Father's crews. He graduated from University of Wisconsin at Lacrosse in 1968 with a BS in Business Administration.

Shortly after graduation he was drafted into the US Army where he served for two years, one in Vietnam. After leaving the service Bob moved to California and worked for Vetri Roofing for four years in many capacities.

In 1977 he affiliated with The Bryant Organization as Superintendent of the Merit shop (they also operated a Union Shop) which applied the traditional 'Hot' asphalt built-up roof systems. During that period the modified bitumen and single ply roofing systems became more prevalent and Bob embraced the new technology and became knowledgeable about them.

Another new roofing technology in that era was sprayed-in-place Polyurethane Foam and in 1984 Bryant acquired a polyurethane foam roofing company in San Bernardino, CA called Circle Arrow and Bob was assigned to manage that acquisition growing that division substantially. In 1991 he was made COO of all the Bryant merit shops in Southern California and elevated to General Manager in 1993.

Bryant was acquired in 1989 and by 1996 was forced to liquidate. Bob then moved to Centimark as Manger for their S. Cal operations.

Bob joined BEST Contracting in 1998 as COO.

Bob is a member of several committees of the National Roofing Contractors Association and a member of RIEI staff.

Fluency in English – YES

**BEST CONTRACTING SERVICES, INC. - LIST OF CURRENT STAFF**

| <b>Job Title</b>                                | <b>Total</b> |
|---|--------------|
| Sheet Metal Installer<br>Seasonal               | 14           |
| Sheet Metal<br>Fabricators Seasonal             | 4            |
| Sheet Metal Foreman<br>Seasonal                 | 11           |
| Sheet Metal General<br>Foreman Seasonal         | 6            |
| Sheet Metal<br>Journeyman Installer<br>Seasonal | 58           |
| Roofing Apprentice<br>Installer Seasonal        | 148          |
| Roofing Foreman<br>Installer Seasonal           | 38           |
| Roofing Journeyman<br>Installer Seasonal        | 138          |
| Roofing Superintendent                          | 7            |
| Glazing Apprentice<br>Installers Seasonal       | 11           |
| Glazing Foreman<br>Seasonal                     | 1            |
| Glazing General<br>Foreman Seasonal             | 1            |
| Glazing Journeyman<br>Installer Seasonal        | 30           |
| Yard/Warehouse<br>Helper Full Time              | 3            |
| Fleet Helper/Assistant<br>Full Time             | 2            |
| Admin Assistant Full<br>Time                    | 29           |
| Driver Full Time                                | 1            |
| Engineer/Drafters Full<br>Time                  | 7            |
| Managers Full Time                              | 19           |
| Sales/Estimators Full<br>Time                   | 8            |
| Executive Full Time                             | 5            |
| <b>Total</b>                                    | <b>541</b>   |





## **SECTION B**

**(RFSQ 18-051)**

- 5. Minimum (3) References: "Exhibit C" (as provided) – ATTACHED**
- 6. Exhibit A – Quotation Schedule (as provided) – ATTACHED**
- 7. Exhibit B – Service Level Agreement (Warranty) (as provided) –ATTACHED**

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Patrick T. Moughan, Mark D. Kiger, Alec D. Martinez, Erin Powell and/or Jinghan Guo**

Of Global Risk, LLC of Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

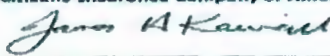
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29<sup>th</sup> day of March, 2017.

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
John C. Roche, EVP and President



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }  
COUNTY OF WORCESTER } ss.

On this 29<sup>th</sup> day of March, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 1st day of June 2018

**CERTIFIED COPY**

  
Theodore G. Martinez, Vice President



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On 6/1/18 before me, Zipporah D. Kiger, Notary Public,  
(Here insert name and title of the officer)

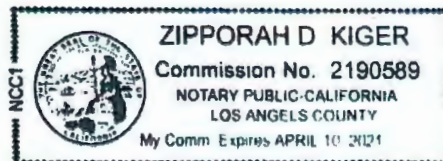
personally appeared Jinghan Guo  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, ~~is~~ /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Los Angeles }

On 6/1/18 before me, Zipporah D. Kiger, Notary Public,  
(Here insert name and title of the officer)

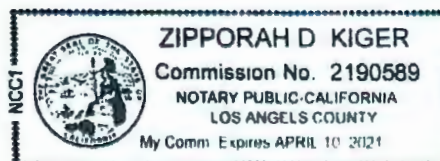
personally appeared Jinghan Guo  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

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- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

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  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



June 1, 2018

To Whom It May Concern:

This correspondence confirms the five (5) year experience modification factors history for Best Contracting Services, Inc.

| Year      | EMR | Insurance Carrier                 | AM Best Rating |
|-----------|-----|-----------------------------------|----------------|
| 12/1/2017 | 79% | American Zurich Insurance Company | A+ XV          |
| 12/1/2016 | 68% | American Zurich Insurance Company | A+ XV          |
| 12/1/2015 | 69% | American Zurich Insurance Company | A+ XV          |
| 12/1/2014 | 74% | American Zurich Insurance Company | A+ XV          |
| 12/1/2013 | 89% | American Zurich Insurance Company | A+ XV          |

Please contact me if you should have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tami Guo'.

Tami Guo  
Vice President

D: 1.213.550.2253  
M: 1.408.218.3524  
F: 1.213.550.2258  
[tguo@globalriskcap.com](mailto:tguo@globalriskcap.com)

800 Wilshire Blvd.  
Second Floor  
Los Angeles, CA 90017



# REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. 18-051

COUNTY OF FRESNO

ROOFING SERVICES

**Issuance Date:** June 7, 2018

**Closing Date:** June 27, 2018 at 2:00 PM

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

**Clarifications:** All questions and clarifications must be submitted on the Bid Page at Public Purchase before **10:00 AM on June 18, 2018.**

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

**Cost Limit for Agreement(s):** \$6,000,000.00

Best Contracting Services, Inc.

Organization

Janette Luna

Individual/Contact Person

Estimating Coordinator

Title

19027 S. Hamilton Ave

Street Address/P.O. Box

Gardena

City

CA

State

90248

Zip Code

(310) 328-6969

Telephone

(310) 328-9176

Fax Number

estimating@bestcontracting.com

E-Mail Address

Purchasing Use: DH:st

ORG/Requisition: 8935 / 1321801134

RFSQ No. 18-051

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### Attachments:

Exhibit A – Quotation Schedule  
 Exhibit B – Service Level Agreement (Warranty)  
 Exhibit C – Reference List  
 Exhibit D – Background Investigations & Identification (ID) Badges  
 Exhibit E – The Prison Rape Elimination (PREA) Act  
 Exhibit F – No Hostage Situations  
 Exhibit G – No Hostage Policy



## RFSQ No. 18-051

### I. INTRODUCTION AND OVERVIEW

The County of Fresno on behalf of the Internal Services Department, Facility Services Division (Facility Services) is requesting quotations from qualified vendors to provide roofing services on an as-needed basis for various types of buildings located throughout Fresno County.

Services may include, but are not limited to inspecting, installing, cleaning, maintaining, repairing, removing, and all other work associated with roofing systems for buildings located throughout Fresno County (County). The County owns and/or occupies a variety of buildings varying in size, type, and age with various types of roofing systems that include, but are not limited to, modified bitumen, asphalt shingle, composition shingles, metal roofing, built up roof membrane, structural roof panel system, spray polyurethane foam elements, elastomeric coatings, and single-ply and two-ply membrane roofing. Qualified contractor's must furnish all labor, materials, tools, equipment, supplies, services, tasks and incidental customary work necessary to competently perform all small and large-scale roofing services. Contractor's must possess the correct contractor's license for the types of work performed.

Contractors who can demonstrate experience, capability, and quality of work may be awarded a Master Agreement for a term of up to 3-years with two optional 1-year extensions. Facility Services intends to spend approximately \$6,000,000 for the potential 5-year term of the agreement. It is the intent of the County to engage several contractors under one Master Agreement to provide the professional services described herein.

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

### II. SCOPE OF WORK

**A. Roofing Services** – Qualified vendors shall provide roofing services on an as- needed basis to various buildings throughout Fresno County. The scope of work can include, but is not limited to, the following:

- Installing new roof materials as prescribed by roofing manufacturers
- Repairing surfaces that seal, waterproof, and weatherproof structures
- Complete roof inspections and examination services
- Demolition, removing and disposing of existing roof materials, felt paper and batts, and warranties shall be in force for their full term, roof jacks, valley flashing, fascia gutters and ridge vent systems
- Re-secure loose sheet metal items and reseal cracked or missing caulk joints, and other associated tasks

It shall be the contractor's responsibility to effectively and promptly provide services to the satisfaction of Facility Services in regards to all aspects of roofing in County defined facilities.

Facility Services may require a request for quotes (bid) from interested vendors for a roofing service projects on an as-needed basis throughout the term of the agreement. When a bid is released, Facility Services may require vendors interested in submitting a bid, to attend a site inspection of the building identified in the bid. Attendance of site inspection may be required in order for vendor to submit a valid bid. Decision to release a bid, or lack thereof, and to require a site inspection, or lack thereof, will be at the

## RFSQ No. 18-051

sole discretion of Facility Services. Facility Services will communicate such information to all vendors on the Master Agreement via written format at time of bid release.

When a bid is released by Facility Services, the selection of the successful responding vendor will be based on Facility Service's evaluation of the quotations submitted by each contractor, with attention to cost (clear itemization of parts and costs, labor hours, tax and freight), start and completion dates, warranty of product and services provided, experience, capability to perform services to the highest standards of the County, and quality of work performed. When submitting a bid, interested vendors must reference cost of services to those provided by such vendor in "**Exhibit A – Quotation Schedule.**"

County does not guarantee a minimum or maximum number of jobs to be awarded to a specific contractor during the term of this agreement. County guarantees no minimum amount to each awarded vendor in the Master Agreement.

- B. Emergency Response Services** – Emergency response services are defined as situations that may pose an immediate risk to Fresno County employees, citizens, business processes, and property. They require urgent intervention to prevent a worsening of a situation. Emergency response services will be requested on an as-needed basis when County resources are insufficient.

Contractor shall maintain 24 hours a day, 7 days a week emergency availability to coordinate any necessary resolution to roofing problems, including weekends and holidays. The contractor(s) will be required to respond to emergency response service calls, during and after business hours. Details regarding each emergency service request will be relayed at the time of each call. Contractor has the opportunity to identify hours, days, or holidays of unavailability in "**Exhibit A – Quotation Schedule.**"

When Emergency Response services are requested by County, the selection of the successful responding vendor will be at the discretion of Facility Services.

When Emergency Response services are requested by County, contractor shall acknowledge within 30 minutes if the request can be fulfilled. Otherwise, the request will be sent to another vendor. Selected and awarded vendor must reference cost of services to those provided by such vendor in "**Exhibit A – Quotation Schedule.**"

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

Emergency callbacks are categorized as follows:

- LEVEL 1 - Requires onsite response in one (1) hour or less.
- LEVEL 2 - Requires onsite response in four (4) hours or less.
- LEVEL 3 - Requires onsite response at 7:00 a.m., the next normal working day.

Determination of call level is at the sole discretion of the Director of Internal Services or his/her authorized representatives.

- C. Qualifications** – The qualified vendor(s) shall possess all applicable licenses, registrations, permits, municipal building ordinances, and regulations required by the City, State, and Federal governments, as well as all other requirements of the law. If permit or code violations are found with work performed by the vendor, the vendor must correct all violations at no additional charge to Fresno County.
- D. Workmanship** - All maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, and shall meet warranties and be in conformance to all applicable laws, codes, and regulations.

The vendor(s) shall, at all times, protect building from damage; remove and replace with

**RFSQ No. 18-051**

new work any work damaged by failure to provide protection. Replacement of damaged work will be at no additional cost to the County.

All work areas shall be cleaned up and all debris removed by the contractor at the end of the workday. Upon completion of work at each worksite, the vendor shall remove all equipment and surplus material from the premises and legally dispose of it.

- E. Scheduling of Work** – All work must be approved and authorized in writing by the Facility Services Manager or their designee prior to commencement of any work. Contractor(s) responding to a service request shall report to the building manager prior to beginning work, and at the completion of work. All roofing services shall be subject to the review and approval of Facility Services.

**Personnel Performance**

1. **Personnel:** Contractor shall have in their employ, or under their control, sufficient qualified and competent personnel to perform work promptly and in accordance with schedules and requirements provided herein.
2. **Supervision:** The successful contractor shall provide all supervision on site to coordinate and inspect work.
3. **Daily check in/out:** vendor's on-site supervisor shall check-in with the County management at each location prior to the start of each day and report progress at end of each day before leaving. Contractor's on-site supervisor shall also check-in with County management at each location after completing the work project for inspection.
4. **Performance:** the successful Contractor's personnel must be capable of performing at an effectiveness level in accordance with specific and industry standards. All work shall be performed in a professional manner and in compliance with all federal, state, and local laws and codes.
5. **Uniforms:** while on duty all workers shall be identified by uniform shirt, blouse, or smock indicating the company name or logo in print large enough to be easily read.

- F. Security** – Security is of great concern to the County. Failure to fully comply with the security requirements below will be considered a breach of security and shall result in termination of any ensuing contract for default.

Contractor personnel shall cooperate with all Security personnel at all times and be subject to and conform to County security rules and regulations. Any violations or disregard of these rules may be cause for denial of access to County property.

The policies below may change throughout the life of this Agreement, it is the vendor(s) responsibility to request updates from the County. Compliance is mandatory on the following Exhibits:

1. The Prison Rape Elimination Act. See Exhibit E.
2. Probation Juvenile Detention Facilities – No Hostage Policy. See Exhibit F.
3. Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities – No Hostage Policy. See Exhibit G.

Facility Services may require contractors to comply with "Background Investigations and Identification (ID) Badges, Exhibit D." When a bid is released, Facility Services may require vendors interested in submitting a bid, to comply with Exhibit D. Exhibit D must be passed by vendor prior to award of roofing project. Decision to require Exhibit D on a roofing project, or lack thereof, will be at the sole discretion of Facility Services and will be relayed to all vendors awarded on the Master Agreement via written format at time of bid release.



## RFSQ 18-051 EXHIBIT C

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: Best Contracting Services, Inc.

### REFERENCE LIST

Provide a list of at least three (3) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

#### REFERENCE # 1

|  |                           |
|--|---------------------------|
| Reference Name: South Hall Convention Center       | Contact Steve J Potik     |
| City: Los Angeles                                  | State & Zip: CA 90016     |
| Phone No.: (213) 741-1151                          | Date: 5/19/2015-9/16/2016 |
| Services Provided: Reroof Single Ply was installed |                           |
|  |                           |
|  |                           |

#### REFERENCE #2

|   |                          |
|---|--------------------------|
| Reference Name: Hall Of Justice Core and Shell Package                            | Contact Marie Nunez      |
| City: Los Angeles   | State & Zip: CA 90012    |
| Phone No.: (323) 267-2496   | Date: 6/28/2012-2/6/2015 |
| Services Provided: New Single Ply, Metal Systems and Water Proofing was installed |                          |
|   |                          |
|   |                          |

#### REFERENCE #3

|   |                           |
|---|---------------------------|
| Reference Name: USPS San Francisco Area G           | Contact Guy Eberle        |
| City: San Francisco                                 | State & Zip: CA 94128     |
| Phone No.: (214) 819-7108                           | Date: 11/1/2013- 8/8/2014 |
| Services Provided: Replace Single Ply was installed |                           |
|   |                           |
|   |                           |

\*Failure to provide a list of at least three (3) customers may be cause for rejection of this RFSQ.

\*Vendors may attach additional reference pages.

\* Additional References Attached \*

## County of Fresno Reference

**Project Name:** Fresno County West Annex Jail

- **City:** San Fernando
- **State & Zip:** CA 91340
- **Phone No:** (918) 898-1521
- **Contact Name:** Mike McGovern
- **Services Provided:** New waterproofing to be installed
- **Date:** To Be Determined

# SINGLE PLY AND HOT ROOFING PROJECTS IN THE LAST 7 YEARS

| Project Name   | Project Address Line 1     | Project City    | Project State | Project Zip | Bid Amount     | Final Contract Amount | Completion Date | Type of Service     | Discipline Type | Company                                      | First Name               | Last Name             | Phone                      |
|--|----------------------------|-----------------|---------------|-------------|----------------|-----------------------|-----------------|---------------------|-----------------|--|--------------------------|-----------------------|----------------------------|
| Oracle SCA 9   | 4060 George Sellon Cir     | Santa Clara     | CA            | 95054       | \$410,657.00   | \$454,623.00          | 12/27/2016      | New                 | Single Ply      | SC Builders                                  | Steve                    | Dunne                 | (408) 328-0688             |
| 12880 Moore Street Reroof  | 12880 Moore Street         | Cerritos        | CA            | -           | \$293,630.00   | \$300,522.00          | 10/31/2016      | Reroof              | Single Ply      | City of Cerritos                             | -                        | Public Works Dept.    | (562) 916-1220             |
| South Hall Convention Center   | 1201 South Figueroa Street | Los Angeles     | CA            | 90016       | \$3,551,010.63 | \$3,999,511.00        | 9/16/2016       | Reroof              | Single Ply      | City of Los Angeles                          | Mario                    | Sanchez               | (213) 741-1151             |
| PW Operations and Downtown Community Youth Center  | Various Locations          | Anaheim         | CA            | -           | \$290,795.00   | \$290,795.00          | 9/12/2016       | Repair              | Hot Roofing     | City of Anaheim                              | John                     | Vasquez               | (714) 765-5216             |
| Re Roof EVOC Los Angeles Police Emergency Operation  | 12001 Blucher Ave          | Los Angeles     | CA            | -           | \$252,631.40   | \$252,631.00          | 7/29/2016       | Reroof              | Single Ply      | City of Los Angeles                          | Frank                    | Alvarado              | (213) 473-8561             |
| New Madera Courthouse Metal Package Roofing Package  | 209 West Yosemite Avenue   | Madera          | CA            | 93637       | \$617,710.00   | \$720,957.00          | 7/29/2016       | New                 | Single Ply      | Gilbane Building Company                     | Michael                  | Carey                 | (602) 553-4700   Ext: 4719 |
| Tornante Reroof  | 233 Beverly Drive          | Beverly Hills   | CA            | -           | \$203,060.00   | \$153,500.00          | 7/15/2016       | Reroof              | Single Ply      | Blatteis & Schnur Inc.                       | Cathy                    | Suriano               | (000) 000-0000             |
| San Bernardino County Forensic Science Lab   | 200 S. Lena Rd             | Bernardino      | CA            | 92415       | \$242,600.00   | \$251,069.00          | 4/15/2016       | New                 | Single Ply      | AMG & Associates Inc.                        | -                        | AMG & Associates Inc. | (661) 251-7401             |
| Point Richmond Westside Library & Community Center   | 135 Washington Avenue      | Richmond        | CA            | 94801       | \$226,750.00   | \$332,459.00          | 3/10/2016       | Reroof              | Single Ply      | City of Richmond                             | Yader                    | Bermudez              | (510) 231-3008             |
| 221 N. Figueroa Tower  | 221 N. Figueroa St         | Los Angeles     | CA            | -           | \$280,174.00   | \$291,822.00          | 10/20/2015      | Reroof              | Single Ply      | Hathaway Dinwiddie                           | Steve                    | Smith                 | (213) 593-0348             |
| PCPI Shoreline 301 East Ocean Blvd   | 301 East Ocean Blvd        | Long Beach      | CA            | 90248       | \$437,115.00   | \$431,415.00          | 10/9/2015       | Reroof              | Hot Roofing     | Kelleher, Boyd & Associates                  | Joseph                   | Martinez              | (562) 436-4000             |
| North Hollywood HD Shop LNG  | 12201 Sherman Way          | Los Angeles     | CA            | -           | \$189,950.00   | \$190,475.00          | 9/25/2015       | New                 | Single Ply      | Various GCs                                  | -                        | Various GCs           | (000) 000-0000             |
| North Hollywood HD Shop LNG  | 12201 Sherman Way          | Los Angeles     | CA            | -           | \$189,950.00   | \$190,475.00          | 9/25/2015       | New                 | Single Ply      | 2H Construction                              | Ryan                     | Shotwell              | (562) 424-5567 ext 212     |
| Warehouse Bldg D   | 2222 E 7th Street          | Los Angeles     | CA            | -           | \$363,909.86   | \$363,910.00          | 7/24/2015       | Reroof              | Single Ply      | City of Los Angeles Dept of General Services | Frank                    | Alvarado              | (213) 473-3515             |
| Raytheon Bldg Re-Roof  | 6150 Century Blvd.         | Los Angeles     | CA            | -           | \$705,000.00   | \$795,000.00          | 6/5/2015        | New                 | Single Ply      | Los Angeles World Airport                    | Bill                     | Hartranft             | (424) 646-7967             |
| 7th Street Maintenance Yard  | 2172 E 7th Street          | Los Angeles     | CA            | -           | \$181,565.05   | \$181,565.00          | 5/15/2015       | Reroof              | Single Ply      | City of Los Angeles Dept of General Services | Frank                    | Alvarado              | (213) 473-3515             |
| Hall of Justice Core and Shell Package   | 315 North Spring Street    | Los Angeles     | CA            | -           | \$438,520.00   | \$980,787.00          | 2/6/2015        | Reroof              | Single Ply      | Clark Construction Group                     | Brennon                  | Baker                 | (714) 830-6196             |
| KCSOS City Centre Roof   | 1300 7th Street            | Bakersfield     | CA            | 93301       | \$394,666.00   | \$390,065.00          | 1/23/2015       | Reroof              | Hot Roofing     | Kern County Superintendent                   | George Carson form Larry | Rieder Building       | (661) 636-4500             |
| Virginia Robinson Gardens Main House   | -                          | Los Angeles     | CA            | -           | \$235,000.00   | \$235,000.00          | 11/28/2014      | Reroof              | Hot Roofing     | Torres Construction                          | Patricia A.              | Jazmines              | (323) 344-2906             |
| USPS Richmond McVittie DDU   | 2100 Chanslor Avenue       | Richmond        | CA            | -           | \$368,913.00   | \$375,064.00          | 11/21/2014      | Reroof              | Single Ply      | USPS   | Lynne W.                 | Hale                  | (415) 550-5119             |
| Hangar 2 Bay Roof Replacement at Fallon AFB  | NAS Fallon                 | Fallon          | Nevada        | -           | \$364,000.00   | \$192,346.00          | 10/17/2014      | Reroof              | Single Ply      | Department of the Navy                       | Ken                      | Thomas                | (775) 426-2918             |
| USPS Campbell Main Office  | 500 West Hamilton Avenue   | Campbell        | CA            | -           | \$310,157.00   | \$310,157.00          | 9/19/2014       | Reroof              | Single Ply      | USPS   | Lynne W.                 | Hale                  | (415) 550-5119             |
| Los Angeles Theater  | 514 South Spring Street    | Los Angeles     | CA            | -           | \$200,000.00   | \$200,000.00          | 9/12/2014       | Restoration/Repairs | Single Ply      | Los Angeles Theatre Center                   | Wayne                    | Nakasone              | (213) 489-0994 ext. 123    |
| USPS San Francisco Area G  | -                          | San Francisco   | CA            | -           | \$1,449,832.00 | \$1,532,464.00        | 8/8/2014        | Replace             | Single Ply      | USPS   | Guy                      | Eberle                | (214) 819-7108             |
| City of Fountain Valley City Hall Reroof   | 10200 Slater Avenue        | Fountain Valley | CA            | 92708       | \$230,471.00   | \$230,471.00          | 3/7/2014        | Reroof              | Hot Roofing     | The Garland Company Inc                      | Steve                    | Lampman               | (949) 322-1770             |
| USPS Roof Replacement at Redondo Beach Main Office Venice Carrier Annex and Van Nuys MPD VMF | Various Sites              | -               | CA            | -           | \$150,000.00   | \$674,000.00          | 2/14/2014       | Reroof              | Single Ply      | USPS   | James                    | Schmidt               | (503) 335-7931             |
| USPS Roof Replacement at Redondo Beach Main Office Venice Carrier Annex and Van Nuys MPD VMF | Various Sites              | -               | CA            | -           | \$524,000.00   | \$674,000.00          | 2/14/2014       | Reroof              | Single Ply      | USPS   | James                    | Schmidt               | (503) 335-7931             |
| San Jose Convention Center Expansion & - Renovation  | -                          | San Jose        | CA            | -           | \$764,000.00   | \$2,914,298.00        | 12/6/2013       | Existing            | Single Ply      | Hunt Construction Group                      | Brent                    | Leif                  | (408) 535-8403             |
| 7th Street Consolidated Facility   | 2172 East 7th Street       | Los Angeles     | CA            | -           | \$150,694.07   | \$150,694.00          | 11/22/2013      | Reroof              | Single Ply      | City of Los Angeles Contract No: 58581       | Frank                    | Alvarado              | (213) 473-8561             |
| LAPD Southeast Police Div (Main and Garage Roof)   | 145 W 108th Street         | Los Angeles     | CA            | 90061       | \$192,328.89   | \$192,329.00          | 11/22/2013      | Reroof              | Single Ply      | City of Los Angeles Building Services        | Frank                    | Alvarado              | (213) 473-8561             |
| Wallis Annenberg Center of the Performing Arts   | 470 N Canon Drive          | Beverly Hills   | CA            | 90210       | \$440,311.00   | \$934,962.00          | 11/8/2013       | New                 | Single Ply      | Matt Construction                            | Kevin                    | Pitzer                | (562) 903-2277             |
| Sawtelle Street Municipice Building  | 1828 South Sawtelle Street | Los Angeles     | CA            | -           | \$175,433.29   | \$175,433.00          | 9/13/2013       | Reroof              | Single Ply      | City of Los Angeles Contract No: 58581       | Frank                    | Alvarado              | (213) 473-8561             |
| Highland Park Recreation Center  | 6150 Piedmont Avenue       | Los Angeles     | CA            | 90042       | \$202,963.69   | \$175,125.00          | 7/12/2013       | Reroof              | Single Ply      | City of Los Angeles                          | George                   | Alvarado              | (213) 458-6816             |
| Rose Bowl Stadium Ph 2A Press Box Completion Package RB12                                    | 1001 Rose Bowl Drive       | Pasadena        | CA            | 91103       | \$468,800.00   | \$2,249,144.00        | 5/15/2013       | New                 | Single Ply      | Clark Construction Group                     | W. Emerson               | Teer                  | (714) 429-9779             |
| San Diego FBI Field Office   | -                          | San Diego       | CA            | -           | \$830,000.00   | \$1,116,035.00        | 4/12/2013       | New                 | Single Ply      | The Clark Construction Group                 | Erin                     | Young                 | (714) 429-9779 x2829       |
| Signal Hill Police Station   | 2175 Cherry Avenue         | Long Beach      | CA            | 90755       | \$275,860.00   | \$293,638.00          | 1/25/2013       | New                 | Hot Roofing     | FTR International Inc                        | Katie                    | Morrissey             | (714) 389-5656 , x8756     |
| GSA Bakersfield Courthouse   | 510 19th Street            | Bakersfield     | CA            | 93301       | \$205,658.00   | \$367,428.00          | 7/6/2012        | New                 | Single Ply      | Gilbane Building Company                     | Christopher              | Beck                  | (602) 553-4715             |
| Central Library New Roof   | 630 West 5th Street        | Los Angeles     | CA            | -           | \$1,264,451.50 | \$1,666,145.00        | 6/15/2012       | Reroof              | Single Ply      | City of Los Angeles Contract No: 58581       | Frank                    | Alvarado              | (213) 473-8585             |

|  |                              |               |    |       |                |                |                  |            |   |          |           |                            |
|--|------------------------------|---------------|----|-------|----------------|----------------|------------------|------------|---|----------|-----------|----------------------------|
| Highland Police Station  | 26985 Baseline Street        | Highland      | CA | 92346 | \$199,530.00   | \$199,982.00   | 5/4/2012 New     | Single Ply | City of Highland                                  | -        | N/A       | (909) 864-8732<br>x251     |
| Highland Police Station  | 26985 Baseline Street        | Highland      | CA | 92346 | \$199,530.00   | \$199,982.00   | 5/4/2012 New     | Single Ply | EDGE Development, Inc.                            | Traci    | Perkins   | (951) 296-0776             |
| North Hollywood Studio City<br>Maintenance Yard                    | 10801 Chandler Avenue        | Los Angeles   | CA | -     | \$179,860.00   | \$179,860.00   | 2/10/2012 Reroof | Single Ply | City of Los Angeles Contract No: 59083            | Carlos   | Rodriguez | (213) 473-8560             |
| Extron Electronics   | -                            | Anaheim       | CA | -     | \$327,774.00   | \$395,912.00   | 10/14/2011 New   | Single Ply | CW Driver   | Brad     | Hind      | (626) 351-8900             |
| USPS Los Angeles Main Building                                     | 7001 South Central<br>Avenue | Los Angeles   | CA | 90001 | \$500,000.00   | \$1,242,000.00 | 4/15/2011 Reroof | Single Ply | RoofOptions, LLC                                  | Tim      | Lynn      | (414) 228-1780<br>x220     |
| USPS Los Angeles Main Building                                     | 7001 South Central<br>Avenue | Los Angeles   | CA | 90001 | \$500,000.00   | \$1,242,000.00 | 4/15/2011 Reroof | Single Ply | RoofOptions, LLC                                  | Tim      | Lynn      | (414) 228-1780<br>x220     |
| Port of Los Angeles Administration<br>Office and Boys & Girls Club | 425 South Palos Verdes       | San Pedro     | CA | -     | \$312,238.00   | \$312,238.00   | 3/25/2011 Reroof | Single Ply | City of Los Angeles                               | Ed       | Little    | (310) 732-3171             |
| William Morris Agency Project                                      | 231 - 265 Beverly Drive      | Beverly Hills | CA | 90210 | \$1,524,000.00 | \$1,841,109.64 | 3/25/2011 New    | Single Ply | Tishman Construction Corporation of<br>California | Jennifer | Gardner   | (213) 327-3020<br>ext 3059 |
| Norwalk Sports Center  | 13000 Clarkdale Avenue       | Norwalk       | CA | -     | \$276,100.00   | \$502,969.19   | 2/11/2011 Reroof | Single Ply | City of Norwalk                                   | Delfino  | Consunji  | (562) 929-5723             |
| Grand Totals (47 records)  |                              |               |    |       |                |                |                  |            |   |          |           |                            |



## RFSQ 18-051 EXHIBIT A

**QUOTATION SCHEDULE**

Exhibit A – Quotation Schedule will be divided into three (3) parts (sections A through C).

All bidders will be required to submit a quote on all items included within this RFSQ. Submittals not providing quotes for all items will not be considered.

**A. Roofing and Emergency Response Services****Parts and Materials**

Please list how the County will be charged for parts and materials. (for example, "list – 10%, list +10%, cost +/- %). When providing invoice to County for payment, copy of the original invoice for parts and materials must accompany the invoice for payment.

List any applicable discounts and their effective dates below:

| Discount (%) | Effective Date(s) |
|--------------|-------------------|
| N/A          | N/A               |
|              |                   |
|              |                   |
|              |                   |
|              |                   |
|              |                   |

**Time**

Itemize your hourly labor rates for ON-SITE technician services only. Contractor will bill the County at the below rates for only on-site time worked.

|   | Regular Business Hours<br>(7 a.m. – 5 p.m.) | After Normal Hours     | Other: (ex: state other<br>business and after<br>normal hours) |
|---|---|------------------------|--|
| Roofer  | \$ <u>120.00</u> /hour                      | \$ <u>168.00</u> /hour | N/A  |
| Foreman   | \$ <u>128.00</u> /hour                      | \$ <u>185.00</u> /hour | N/A  |
| Superintendent  | \$ <u>134.00</u> /hour                      | \$ <u>204.00</u> /hour | N/A  |
| Quality Control<br>Manager                                | \$ <u>120.00</u> /hour                      | \$ <u>168.00</u> /hour | N/A  |
| Site Safety Health<br>Officer                             | \$ <u>160.00</u> /hour                      | \$ <u>238.00</u> /hour | N/A  |
| Other (ex: Other job<br>classifications, titles,<br>etc.) | \$ <u>135.00</u> /hour                      | \$ <u>210.00</u> /hour | N/A  |
|   |   |                        |  |
|   |   |                        |  |
|   |   |                        |  |



## RFSQ 18-051 EXHIBIT A

**B. Additional Pricing**

Itemize your mileage rate per mile below. County will not pay for time spent traveling to acquire parts/supplies.

MILEAGE RATE: \$ 0.50 mile

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

PORTAL TO PORTAL

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**C. Holidays**

Vendor shall acknowledge emergency response services by phone within 30 minutes if the service request can be fulfilled. Otherwise, the request will be sent to another vendor. Please state identify below any days throughout the potential 5-year term of the agreement wherein vendor will not be able to respond to emergency response calls as specified in this RFSQ:

CHRISTMAS DAY (12/25) AND NEW YEARS DAY (01/01)

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**RFSQ No. 18-051****B. Bidder to Complete:**

1. Subcontractors: List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. Awarded bidder(s) will be responsible for informing Facility Services of any change in subcontractors throughout the life of the agreement. The primary contractor is not relieved of any responsibility by:

B & M Tear Off, Inc. - 2420 Sand Creek Road, PBM 280, Brentwood, CA 94513 - Roof Demo /ACM  
License # 769864 Tel. (925) 755-9505

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2. 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-39 or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-39, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

**Number and Class:** # 456263 / A,B,C17,C39,C43

**Date of Issue:** 05/07/1984

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. \* **License Proof Attached** \*

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. 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. \* **DIR Proof Attached** \*

**(Authorized Signature)**

**Title**

**DIR Number**

Sean Tabazadeh, CEO/Secretary

# 1000000563

**DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ**

## SERVICE LEVEL AGREEMENT (WARRANTY)

The following segment states some of the specifications for the services covered under this RFSQ. Interested vendors are instructed to indicate their compliance or non-compliance with the stated specifications.

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. All bidders are required to indicate their level of compliance on all statements below. Submittals not indicating a level of compliance will not be considered. Please note, failure to comply to all services requested will not automatically disqualify any bidder. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

Failure to furnish emergency callback service as listed below may result in termination of contract, withholding of payment, and/or another vendor to be hired to complete the work at the current vendor(s) expense.

| <b><u>BIDDER TO COMPLETE THE FOLLOWING:</u></b>   | <b>COMPLY/<br/>NOT COMPLY</b> |
|---|-------------------------------|
| 1. Vendor possess all applicable licenses, registrations, and permits required by the State of California, Fresno County, and/or City of Fresno to perform the scope of work requested.                           | COMPLY                        |
| 2. Vendor shall furnish all labor, equipment, materials, tools, and transportation required to perform the services herein described.   | COMPLY                        |
| 3. Vendor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.                          | COMPLY                        |
| 4. Vendor shall comply with all security exhibits (Exhibits E through G).   | COMPLY                        |
| 5. Contractor and all sub-contractors who perform work must be registered with the California Department of Industrial Relations.   | COMPLY                        |
| 6. Contractor will inform County of any change in subcontractor use for the entire duration of this agreement.  | COMPLY                        |
| 7. Vendor shall invoice County as stated by vendor in "Exhibit A – Quotation Schedule".   | COMPLY                        |
| 8. List a minimum of three (3) references wherein commercial, industrial, or public agency roofing services have been completed. Vendor must complete "Exhibit C".  | COMPLY                        |
| 9. Vendor understands that failure to furnish emergency call-back service with the "Level 1-3" as listed on page 3 may result in termination of contract, withholding of payment, and/or choosing another vendor. | COMPLY                        |
| 10. Emergency callbacks categorized as LEVEL 1 requires onsite response in one (1) hour or less.  | COMPLY                        |
| 11. Emergency callbacks categorized as LEVEL 2 requires onsite response in four (4) hours or less.  | COMPLY                        |
| 12. Emergency callbacks categorized as LEVEL 3 requires onsite response at 7:00 A.M. the next, normal working day.  | COMPLY                        |
| 13. Vendor shall acknowledge within 30 minutes if the request can be fulfilled. Otherwise, the request will be sent of another vendor.  | COMPLY                        |



**(RFSQ 18-051)**

**ADDITIONAL INFORMATION REQUESTED – ATTACHED**



**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: ONE (1)**  
**RFSQ NUMBER: 18-051**  
**ROOFING SERVICES**

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Issue Date: June 13, 2018

**CLOSING DATE: JUNE 27, 2018 AT 2:00 P.M.**

Submit all Questions and Statements of Qualifications on the Bid Page at Public Purchase.

For assistance contact **Darren Howard** at (559) 600-7110.

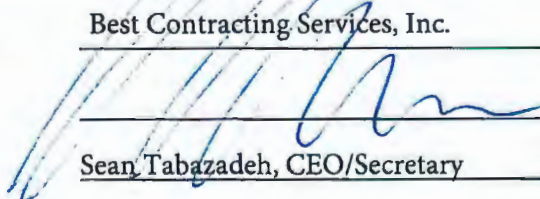
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**NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 18-051 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR RESPONSE.**

- **Questions and Answers**
- **Exhibit B is hereby added and made a part hereof.**

**ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFSQ 18-051**

COMPANY NAME: Best Contracting Services, Inc.  
(PRINT)

SIGNATURE: 

NAME & TITLE: Sean Tabazadeh, CEO/Secretary  
(PRINT)

Purchasing Use: DH:st

ORG/Requisition: 8935 / 1321801134





June 1, 2018

Re: Best Contracting Services, Inc.

To Whom It May Concern:

Per the request of our client, please accept this letter as verification and indication of their bonding ability, capacity and history.

We consider Best Contracting Services, Inc. a "best in class" contractor and consider single jobs in excess of \$50,000,000 with a total aggregate capacity in excess of \$200,000,000. This is not an indication of our maximum support and should Best Contracting Services, Inc. require higher capacity, we stand ready to handle their needs.

Best Contracting Services, Inc. is a highly reputable and esteemed firm, and we at Hanover are proud to support their surety needs.

Please understand that this letter is not a commitment to provide any specific bond for any specific project but is being provided as a courtesy of prior reference and current consideration. Any specific project is underwritten at time of request and is based on current underwriting information and specifics of the bond being requested. We assume no liability to you or any third party should we decline to issue any specific bond(s) for any reason.

Should you have any questions, please do not hesitate to contact me at 213.550.2253. Our full contact information is shown below.

Sincerely,

Jinghan Guo  
Attorney-in-Fact

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**The Hanover Insurance Group**  
500 N. Brand Blvd. Suite 1280  
Glendale, CA 91203  
213.550.2253  
[www.hanover.com](http://www.hanover.com)

**RFSQ No. 18-051****III. COMPENSATION**

Parts, materials, and service work for all roofing services, including emergency response work, shall be charged as quoted in **Exhibit A – Quotation Schedule**.

**IV. INVOICING**

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

- Date of service, Time of arrival and departure
- Hours of active Labor
- Printed name of County representative authorizing the work
- Name of vendor technician providing the service
- Description of services provided, Building location/number
- Actions taken, Status of service
- Itemization of each service provided and cost (i.e. labor hours, parts, materials, etc.)

**V. AGREEMENT TERM**

The term of the Agreement will be three years, unless prior to its expiration its term is extended in writing, for no more than 2 additional one-year terms, by mutual consent of the Director or his/her designee and the qualified vendor(s). The maximum total five-year contract amount is \$6,000,000.

Total fees paid to each vendor will be dependent upon the bid provided by contractor. No guarantee is made that the total fee or any fee will be received by the contractor.

**VI. SB854/ PREVAILING WAGE**

California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects. Refer to <http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html> for more information.

Contractor must submit verification of DIR registration with their proposal. Failure to submit verification may result in their proposal 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>

**RFSQ No. 18-051**

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

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

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

**VII. CONFLICT OF INTEREST STATEMENT**

The vendor(s) may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The vendor(s) shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

**VIII. SOQ SUBMITTAL REQUIREMENTS**

The submittal shall be in two (2) parts (sections labeled A and B).

- A. The submittal will enable the Selection Committee to appraise the general competence and qualifications of the appraisal firms. Please provide the listed information in the following sequence:
  1. Firm name, address, and phone number
  2. Type of organization (sole-proprietorship, partnership, or corporation)
  3. Firm principals who will be responsible for the project, and their educational background, credentials, training, and experience
  4. List of current staff, including total employee count, and job classification of each employee
  5. List a minimum of three (3) references wherein commercial, industrial, or public agency roofing services have been completed. Vendor must complete "Exhibit C" (as provided).
  6. Exhibit A – Quotation Schedule (as provided).
  7. Exhibit B – Service Level Agreement (Warranty) (as provided).

**RFSQ No. 18-051****B. Bidder to Complete:**

1. Subcontractors: List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. Awarded bidder(s) will be responsible for informing Facility Services of any change in subcontractors throughout the life of the agreement. The primary contractor is not relieved of any responsibility by:

\*See Attached List of potential subs\*

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2. 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-39 or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-39, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

**Number and Class:**

456263 - A,B,C17,C39,C43

**Date of Issue:**

05/07/1984

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

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

3. DIR Acknowledgement:

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

**(Authorized Signature)**

**Title**

**DIR Number**

CEO/Secretary

1000000563

Sean Tabazadeh - CEO/Secretary

**DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ**





## **BEST CONTRACTING SERVICES, INC.**

### **Potential Sub-Contractors**

**Company Name:** B & M Tear Off

**Location:** 5346 Elm Lane, Oakley CA 94561

**Contact:** Ruben Bernall / Daniel Moreno

**P:** (925) 755-9505

**F:** (925) 755-9572

**Type of Work:** Roof Demolition

**Company Name:** American Services Group

**Location:** 300 S. Walnut Ste.403, San Dimas CA 91773

**Contact:** George Adams / Carl Adams

**P:** (909) 592-6007

**F:** (909) 592-8660

**Type of Work:** Roof Abatement

19027 S. Hamilton Ave., Gardena, CA 90248

Tel: (310) 328-6969 Fax: (310) 328-9176

[www.bestcontracting.com](http://www.bestcontracting.com) [info@bestcontracting.com](mailto:info@bestcontracting.com)

*An Equal Opportunity Employer*

*GSA Approved Contractor*



## RFSQ No. 18-051

**IX. SELECTION PROCEDURE**

A Selection Committee (Committee) will be formed to evaluate the submitted proposals and to make recommendations. The Committee will consist of representatives of the department. The Committee will address the following criteria in its evaluations of the proposals:

- Bidder is capable of providing the requested services
- Bidder demonstrates experience in the requested services
- Bidder is qualified to provide the requested services

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

**X. INSURANCE REQUIREMENTS**

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

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

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

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

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

**RFSQ No. 18-051**

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

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

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

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

**XI. APPEALS**

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

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

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.



## **RFSQ 18-051**

1. Nations Roof West, LLC  
5463 E. Hedges Ave  
Fresno, CA 93727  
(559) 252-1255
2. LLC (P-Corp)
3. Richard Nugent     Manager  
Sean Rauch         President/CEO  
Rene Lopez         Partner  
Please see attached resumes and certifications
4. Please see attached Labeled "PR Employee List"
5. Please see attached Reference List
6. Please see attached Exhibit "A"
7. Please see attached Exhibit "B"



#3

Sean Rauch  
 811 S Burgan Ave.  
 Fresno, Ca 93727  
 Phone: 559-341-9614

**EXPERIENCE:****10/2004 - Present****Nations Roof****Fresno, CA****President**

Responsible for managing daily operations and supervising employees. Demonstrated ability to creatively troubleshoot, solve problems, and make informed decisions while successfully guiding others through constant change. Effectively implemented and enforced all company safety programs. Experienced in handling simultaneous projects and meeting deadlines effectively.

**4/2002 - 9/2004****B & R Roofing a  
generalRoofing Company****Fresno, CA****Chief Estimator/ Project Manager**

Analyze specifications and blueprints to prepare time and cost estimates for products and services. Prepare estimates utilizing the "Edge" estimating system. Collaborate with the Vice President of Sales on strategies and goals. Prepare detailed submittals and shop drawings. Assist architects, building owners and general contractors with design/ build projects. Consistently exceeded yearly sales goals. Proficient at all aspects of low and steep slope roofing, primarily in the commercial sector

**3/2001 - 4/2002****Tolley-Hughes, Inc****Coeur d'Alene, Idaho/  
Salt Lake City, Utah****Branch Manager**

Responsible for managing daily operations and supervising employees. Demonstrated ability to creatively troubleshoot, solve problems, and make informed decisions while successfully guiding others through constant change. Effectively implemented and enforced all company safety programs. Experienced in handling simultaneous projects and meeting deadlines effectively.

**12/1997 - 3/2001****Tolley-Hughes, Inc****Coeur d'Alene, Idaho****Chief Estimator/ Project Manager**

Analyze specifications and blueprints to prepare time and cost estimates for products and services. Prepare estimates utilizing the "Edge" estimating system. Train employees on the "Edge" estimating system. Collaborate with the company President on strategies and goals. Prepare detailed submittals and shop drawings. Assist architects, building owners and general contractors with design/ build projects. Consistently exceeded yearly sales goals. Proficient at all aspects of low and steep slope roofing, primarily in the commercial sector

**5/1996 - 12/1997****Tolley-Hughes, Inc****Coeur d'Alene, Idaho****Superintendent/ Project Manager**

Supervised over 50 employees. Inspected work in progress to ensure that work conformed to contract specifications and adhered to established work schedules. Scheduled work hours, resolved conflicts, determined wages. Recommended and initiated personnel actions such as hiring, promotions, discharges and disciplinary measures. Interpreted specifications, blueprints and job orders. Studied production schedules and estimated worker - hour requirements for completion of job assignments. Excellent track record for consistently completing projects on time and within budget. Interpreted and enforced safety regulations as branch safety director.

**Tolley-Hughes, Inc****Coeur d'Alene, Idaho****10/1993 - 11/1996****Roof Technician**

Learned various aspects of roofing. Contributed to profitability while maintaining high standards of excellence.

**12/1992 - 10/1993****Coeur d'Alene Property  
Management****Coeur d'Alene, Idaho****Assistant Manager**

Acquired, marketed, and managed real estate assets for property owners.

**8/1990 - 12/1992****Crosswinds Condominiums** **Clinton Township,  
Michigan****Maintenance Manager**

Coordinated labor and equipment resources ensuring all jobs were completed accurately, efficiently, and in a quality manner.

**1/1986 - 1/1990**  
**U.S. Marine****United States Marine Corps** **Various**

Consistently able to develop a team and maintain high morale and a sense of commitment. Effective in stressful situations.

**EDUCATION:** **Industry-Related Training and  
certifications**NRCA "TQM" (Total Quality Management) seminar  
Garland R-mer Lite certification  
BHP Zip Rib certification  
Butler Fast Roof seminar  
The "Edge" Estimating System, Version 6, 7, 8 & 10  
OSHA Competent Person course  
WISHA Fall Protection workshop**1990/1992****Macomb Community College****US-Michigan-Clinton  
Township****Certification**

- Paramedic courses

**1986/1990****United States Marine Corps****US-Various-Various****Professional**Jungle Warfare Training School  
Desert Warfare Training School  
Mountain Warfare Training School  
Assault Climbers School  
Infantry Training School**SKILLS:****Skill Name**The Edge Estimating System  
Safety Director  
Microsoft Office  
Auto Cad Lt 2004  
Project Management**Skill Level**Expert  
Intermediate  
Expert  
Intermediate  
Expert**ADDITIONAL  
INFORMATION:**

Honorably discharged from the United States Marine Corps.



**Marty English**  
**Service Manager**  
**Nations Roof West LLC**  
**Ph: (559) 252-1255**  
**Cell (559) 417-9520**

## **EXPERIENCE**

**2013-Present      Nations Roof West LLC      Fresno, CA**

### **Project Manager**

- Responsible for managing all commercial projects.
- Create repair estimates, roof surveys, and preventive maintenance reports for clients.
- Determine labor requirements and scheduling of field personnel.
- Inspect and review current projects to monitor quality and efficiency on each project.
- Create and dispatch repair work orders.
- Managing the installation and job costs of each project.
- Review service technician productivity and quality performance and provide technical training.

**1999-2013      THD Home Services, Inc.      Fresno, CA**

### **Project Manager/Field Inspector**

- Responsible for managing thirty jobs per month in excess of \$1 million annually.
- Successfully met and exceeded monthly profit margins and customer satisfaction standards.
- Recruited and retained subcontractors for multiple construction projects

1997-1999

Owens Corning Sales, Inc.

Fresno, CA

**Installation Service Manager**

- Successfully managed the Installation Services division.
- Recruited and trained new-hires.
- Conducted in-progress and post inspections.
- Responded to customer service issues.

1989-1996

City of Fresno

Fresno, CA

**Facilities Management Roofer**

- Developed roof maintenance and reroofing programs for over 1 million square feet of city owned properties including fire stations, police sub-stations, city hall, airports, conventions center, zoo, parks and recreations buildings
- Designed reroofing specification and reviewed submitted specifications from manufacturers.
- Assigned contractors for maintenance projects.
- Reviewed change order submittals.

**COMPLETED PROJECTS:**

- Fed-Ex Fright, Sacramento, CA:
- Cargill Beef Packers Bldg, Fresno, CA
- DeVita Expansion, Exeter, CA
- Golden Living, Petaluma
- Golden Living, Santa Rosa
- Golden Living, Stockton
- Chipotle, Madera:
- U-Haul, Bakersfield
- U-Haul, FresnoCrescent Valley Charter School, Madera:
- Guardian Glass, Kingsburg
- Ruiz Foods, Dinuba
- Foster Farms, Cherry Ave, Fresno
- Foster Farms, Belgravia, Fresno
- Paramount Farms, Lost Hills
- Paramount Farms, Coalinga
- Cargill Beef Packers, Tulare

**SKILLS/QUALIFICATIONS**

- Have extensive experience in all types of roofing including, hot built-up, cold applied, self-adhered, composition shingles, and single ply TPO, PVC, EPDM roofing systems.
- Extensive knowledge of safety regulations and OSHA requirements.
- Forklift Certified.
- The Edge Estimating System
- WISHA Fall Protection Workshop

**Rene Lopez**  
**Operations Manager**  
**Nations Roof West LLC**  
**Ph: (559) 252-1255**  
**Cell (559) 341-3114**

**EXPERIENCE**

2006-Present

Nations Roof West LLC

Fresno, CA

**Operations Manager**

- Responsible for scheduling of screws and coordination of material delivery/loading.
- Conduct weekly production meetings with Project Manager and Estimators
- Conducts weekly safety meetings and training.
- Coordinate all in-house inspections as part of the Quality Control program.
- Coordinate final inspections with manufactures for issuing of warranties.
- Obtain all necessary permits and licenses for projects.
- Inspect and review all projects for compliance with building and safety codes.

**COMPLETED PROJECTS:**

- Cutler School Roof Repairs, Cutler, CA: Reroof 19,900 sf BUR and 34,400 sf Mechanically seamed Garland R-Mer LOC.
- Le Grand High School, Le Grand, CA: Reroof 36,100 sf Modified Bitumen / Cold Process with coating.
- Paramount Farms, Almond Cold Storage, Lost Hills, CA: Reroof, 66,200 sf Mechanically attached 60 mil TPO.
- Paramount Farms, DC Expansion, Lost Hills, CA: Reroof, 92,400 sf Mechanically attached 60 mil TPO.
- Powers-Ginsburg Elementary School, Fresno, CA: New construction, 28,700 sf PVC roofing.
- Paramount Farms, Almond A-1, Lost Hills, CA: New construction, 62,600 sf. TPO mechanically attached.
- Fairfax Elementary School #4, Bakersfield, CA: New Construction, 42,400 sf Mechanically attached PVC.

- Redwood High School, Bldg 3 & 4, Visalia, CA: Reroof, 25,400 s.f SBS Modified roofing.
- Paramount Farms, Pistachio Bldg, Firebaugh, CA: New Construction, 140,700 sf Mechanically attached TPO roofing.

2004-2006

Roofers/Waterproofers Local #27

Fresno, CA

### **Apprentice Coordinator**

- Responsible for overseeing training within the apprenticeship program.
- Provide technical training for advancement of levels.
- Coordinates and oversees purchase of materials and equipment.
- Prepares and monitors apprenticeship program budget.
- Establishes short and long term goals for apprentices in program.
- Assists in successful completion of the program.

1994-2004

B &amp; R Roofing Company

Fresno, CA

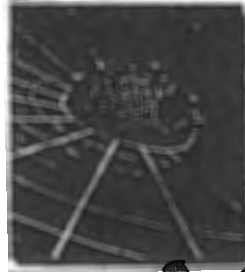
### **Roofer Foreman**

- Upload materials and ensure adequate supplies are there for the project.
- Clear debris from work area on roof.
- Maintain a safe working environment for the crew.
- Ensure the project meets time requirements for completion of project.

### **SKILLS/QUALIFICATIONS**

- NRCA Torch Applicator
- OSHA 10 hour Certified
- OSHA 30 hour Certified
- Forklift Certification
- Journeyman Certified
- Lead Training Certified





# Certificate of Completion

René Lopez

has successfully completed

Heat Illness Awareness

Eric Andersen

Signature

 **BORETTI, INC.**  
INTEGRATED SAFETY SOLUTIONS

August 11, 2011

Date



# Certificate of Completion

René Lopez

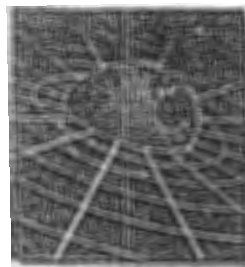
has successfully completed

Competent Person - Fall Protection 8 Hour Course

J.T. Parnell  
Signature

 **BORETTI, INC.**  
INTEGRATED SAFETY SOLUTIONS

March 23, 2011  
Date



# Certificate of Completion

Rene Lopez

has successfully completed

30-Hour OSHA Construction Training

Eric Andersen

Signature



**BORETTI, INC.**  
INTEGRATED SAFETY SOLUTIONS

May 28, 2009

Date





# Certificate of Completion

Renè Lopez

has successfully completed

Cal OSHA Inspection

Greg Bird, CSP

Signature

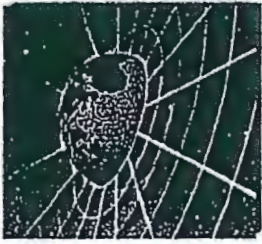


**BORETTI, INC.**  
INTEGRATED SAFETY SOLUTIONS

September 9, 2009

Date





# Certificate of Completion

Rene Lopez

has successfully completed

Scaffolding Safety Training

March 25, 2009  
Date

 **BORETTI, INC.**  
INTEGRATED SAFETY SOLUTIONS

James Boretti, CSP  
Signature





February 20, 2008

To: NRCA/OSHA 10-Hour Roofing Safety Course participants

From: Michele Biesiada, Manager of Education Programs

Re: OSHA 10-Hour certification card

Enclosed please find your OSHA 10-hour certification card. You earned this card by attending NRCA's Roofing Safety: OSHA 10-Hour Program.

If you have any questions, please contact me at (847) 493-7534 or via e-mail at mbiesiada@nrca.net.

OSHA 001444107



U.S. Department of Labor  
Occupational Safety and Health Administration

Rene Lopez

has successfully completed a 10-hour Occupational Safety and Health  
Training Course in

Construction Safety & Health

Harry Dietz  
(Trainer)

2/5/08

(Date)

FEB 20 2008

#4

## PR Employee List

C-3

All Employees  
Active Only

| Employee          | Phone |                           | Craft               | Class                             | Active         |
|-------------------|-------|---------------------------|---------------------|-----------------------------------|----------------|
|                   | Cell  | Home                      |                     |                                   |                |
| 150001            |       | (559) 374-7261            | Local 27            | 27 Apprentice 4                   | Yes            |
| 150003            |       | (559) 481-0576            | Local 27            | 27 Journeyman                     | Yes            |
| 150004            |       | (559) 706-2443            | Local 27            | 27 Foreman                        | Yes            |
| 100509            |       | 559-826-8433              | Local 27            | 27 Apprentice 2                   | Yes            |
| <del>100016</del> |       | <del>540-485-2101</del>   | <del>Local 27</del> | <del>27 Apprentice 1</del>        | <del>Yes</del> |
| 109349            |       | 559-430-7931              | Local 27            | 27 Apprentice 1                   | Yes            |
| 108076            |       | 559-255-3822              | Local 27            | 27 Apprentice 6                   | Yes            |
| 150008            |       | (553) 430-9314            | Local 27            | 27 Journeyman                     | Yes            |
| 105975            |       | 559-356-3264              | Local 27            | 27 Journeyman                     | Yes            |
| <del>104976</del> |       | <del>559-888-1418</del>   |                     |                                   | <del>Yes</del> |
| <del>150012</del> |       | <del>(559) 801-8862</del> |                     |                                   | <del>Yes</del> |
| 108902            |       | (559) 801-3358            | Local 27            | 27 Apprentice 3                   | Yes            |
| 102631            |       | 559-7040949               | Local 27            | 27 Apprentice 1                   | Yes            |
| 150013            |       | 559-722-2671              | Local 27            | 27 Journeyman                     | Yes            |
| 150006            |       | (559) 916-5668            | Local 27            | 27 Journeyman                     | Yes            |
| 100119            |       | 559-341-8375              | Local 27            | 27 Journeyman                     | Yes            |
| 150049            |       | (559) 287-4526            | Local 27            | 27 Journeyman                     | Yes            |
| 150017            |       | (559) 485-9347            | Local 27            | Premium Foreman                   | Yes            |
| 101968            |       | 559-396-7598              | Local 27            | 27 Journeyman                     | Yes            |
| 106541            |       | 559-9701497               | Local 27            | 27 Foreman                        | Yes            |
| 101312            |       | 559-240-9518              | Local 27            | 27 Journeyman                     | Yes            |
| 107884            |       | 559-723-2339              | Local 27            | 27 Apprentice 6                   | Yes            |
| 150019            |       | (559) 847-6392            | Local 27            | 27 Foreman                        | Yes            |
| 150020            |       | (559) 708-9785            | Local 27            | 27 Foreman                        | Yes            |
| 105952            |       | 559-558-3283              | Local 27            | 27 Apprentice 1                   | Yes            |
| 100184            |       | 559-478-5343              | Local 27            | 27 Apprentice 2                   | Yes            |
| 150022            |       | (559) 994-7755            | Local 27            | 27 Foreman <i>Premium Foreman</i> | Yes            |
| 107539            |       | 559-903-0451              | Local 27            | 27 Journeyman                     | Yes            |
| 105994            |       | 559-290-8038              | Local 27            | 27 Apprentice 1                   | Yes            |
| 150070            |       | 559-405-3027              | Local 27            | 27 Apprentice 7                   | Yes            |
| 150024            |       | (559) 936-5261            | Local 27            | 27 Journeyman                     | Yes            |
| 150036            |       | (559) 365-7646            | Local 27            | 27 Journeyman                     | Yes            |
| <del>150021</del> |       | <del>(559) 344-9621</del> |                     |                                   | <del>Yes</del> |
| 150069            |       | (559) 344-9621            | Local 27            | 27 Apprentice 2                   | Yes            |
| 150064            |       | (559) 892-5983            | Local 27            | 27 Apprentice 2                   | Yes            |
| 150031            |       | (559) 304-4834            | Local 27            | 27 Foreman                        | Yes            |
| 150062            |       | (559) 202-8311            |                     |                                   | Yes            |
| 150053            |       |                           | Local 27            | 27 Journeyman                     | Yes            |
| 101582            |       | 2538885177                | Local 27            | 27 Apprentice 1                   | Yes            |
| 102415            |       | 559-394-8711              | Local 27            | 27 Apprentice 1                   | Yes            |
| 150033            |       | (559) 723-8428            | Local 27            | 27 Journeyman                     | Yes            |
| 5528              |       | 559-9087950               | Local 27            | 27 Journeyman                     | Yes            |
| 150034            |       | (559) 394-1435            | Local 27            | 27 Journeyman                     | Yes            |
| <del>150035</del> |       | <del>(559) 344-9621</del> |                     |                                   | <del>Yes</del> |
| 103457            |       | (559) 538-9324            | Local 27            | 27 Apprentice 4                   | Yes            |
| <del>105681</del> |       | <del>(559) 231-7788</del> | Local 27            | 27 Apprentice 1                   | Yes            |
| 100733            |       | 760-626-9624              | Local 27            | 27 Apprentice 1                   | Yes            |
| <del>150050</del> |       | <del>(559) 638-8448</del> |                     |                                   | <del>Yes</del> |
| 100635            |       | 559-375-6184              | Local 27            | 27 Apprentice 1                   | Yes            |
| 103638            |       | 559-284-8202              | Local 27            | 27 Apprentice 1                   | Yes            |
| <del>100020</del> |       | <del>559-269-0705</del>   |                     |                                   | <del>Yes</del> |
| <del>150040</del> |       | <del>(559) 875-8889</del> | Local 27            | 27 Journeyman                     | Yes            |
| 109227            |       | 559-269-1907              | Local 27            | 27 Foreman <i>Premium Foreman</i> | Yes            |
| 107564            |       | (559) 652-7762            | Local 27            | 27 Apprentice 1                   | Yes            |

# PR Employee List

C-3

## All Employees

### Active Only

| Employee                             | Phone |                           | Craft    | Class           | Active |
|--------------------------------------|-------|---------------------------|----------|-----------------|--------|
|                                      | Cell  | Home                      |          |                 |        |
| 100996 Kermit Ruiz                   |       | (209) 637-8300            | Local 27 | 27 Apprentice 3 | Yes    |
| 107943 Michael Ruiz                  |       | (559) 722-1152            | Local 27 | 27 Foreman      | Yes    |
| 104157 Antonio Ruvino Acevedo        |       | 559-403-9864              | Local 27 | 27 Journeyman   | Yes    |
| 106316 Everardo Sanchez              |       | 559-477-5840              | Local 27 | 27 Apprentice 1 | Yes    |
| 101116 Miguel Angel Sanchez          |       | 559-387-7724              | Local 27 | 27 Apprentice 3 | Yes    |
| 150043 Cesar Zaragoza Santos         |       | (559) 824-3237            | Local 27 | 27 Journeyman   | Yes    |
| <del>150045 Kathy Sosa</del>         |       | <del>(559) 850-3081</del> |          |                 | Yes    |
| 103609 Dario Sifuentes               |       | 559-349-1483              | Local 27 | 27 Journeyman   | Yes    |
| <del>103614 Destiny Okies</del>      |       | <del>(559) 590-0602</del> |          |                 | Yes    |
| <del>106480 Roldan Stedman</del>     |       | <del>(559) 570-4038</del> | Local 27 | 27 Apprentice 2 | Yes    |
| 106740 Adrian Tzinzun                |       | (559) 577-5058            | Local 27 | 27 Apprentice 1 | Yes    |
| <del>106777 Ramon Steven Uribe</del> |       | <del>559-354-8544</del>   | Local 27 | 27 Apprentice 2 | Yes    |
| 150010 Jose Villarruel Delatorre     |       | (559) 801-7787            | Local 27 | 27 Journeyman   | Yes    |

## RFSQ 18-051 EXHIBIT C

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: Nations Roof West, LLC

### REFERENCE LIST

Provide a list of at least three (3) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

#### REFERENCE # 1

|  |                        |
|--|------------------------|
| Reference Name: Visalia Unified School District  | Contact Kevin Bradford |
| City: Visalia  | State & Zip: CA, 93277 |
| Phone No.: (559) 730-7541  | Date: 2010 to Current  |
| Services Provided: Roofing Inspections, Roofing Repairs, Roof Maintenance, and Reroofing |                        |
|  |                        |
|  |                        |

#### REFERENCE #2

|  |                        |
|--|------------------------|
| Reference Name: Robert L. Jensen   | Contact Robert Jensen  |
| City: Fresno   | State & Zip: CA, 93727 |
| Phone No.: (559) 252-4525  | Date: 2017 to Current  |
| Services Provided: Roofing Inspections, Roofing Repairs, Roof Maintenance, and Reroofing |                        |
|  |                        |
|  |                        |

#### REFERENCE #3

|  |                        |
|--|------------------------|
| Reference Name: Ruiz Foods   | Contact Rene Defonseca |
| City: Dinuba   | State & Zip: CA, 93618 |
| Phone No.: (559) 591-5510  | Date: 2012 to Current  |
| Services Provided: Roofing Inspections, Roofing Repairs, Roof Maintenance, and Reroofing |                        |
|  |                        |
|  |                        |

\*Failure to provide a list of at least three (3) customers may be cause for rejection of this RFSQ.

\*Vendors may attach additional reference pages.

## RFSQ 18-051 EXHIBIT C

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: Nations Roof West, LLC

### REFERENCE LIST

Provide a list of at least three (3) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

#### REFERENCE # 1

|   |                        |
|---|------------------------|
| Reference Name: Durable Roofing National Corp | Contact Inez Morris    |
| City: Hebron                                  | State & Zip: CT, 06248 |
| Phone No.: (860) 228-9337                     | Date: 2017 to Current  |
| Services Provided:                            |                        |
|   |                        |
|   |                        |

#### REFERENCE #2

|                    |              |
|--------------------|--------------|
| Reference Name:    | Contact      |
| City:              | State & Zip: |
| Phone No.:         | Date:        |
| Services Provided: |              |
|                    |              |
|                    |              |

#### REFERENCE #3

|                    |              |
|--------------------|--------------|
| Reference Name:    | Contact      |
| City:              | State & Zip: |
| Phone No.:         | Date:        |
| Services Provided: |              |
|                    |              |
|                    |              |

\*Failure to provide a list of at least three (3) customers may be cause for rejection of this RFSQ.

\*Vendors may attach additional reference pages.



## RFSQ 18-051 EXHIBIT A

**QUOTATION SCHEDULE**

Exhibit A – Quotation Schedule will be divided into three (3) parts (sections A through C).

All bidders will be required to submit a quote on all items included within this RFSQ. Submittals not providing quotes for all items will not be considered.

**A. Roofing and Emergency Response Services****Parts and Materials**

Please list how the County will be charged for parts and materials. (for example, "list – 10%, list +10%, cost +/- %). When providing invoice to County for payment, copy of the original invoice for parts and materials must accompany the invoice for payment.

List any applicable discounts and their effective dates below:

| Discount (%) | Effective Date(s)    |
|--------------|----------------------|
| List + 20%   | Duration of Contract |
|              |                      |
|              |                      |
|              |                      |
|              |                      |
|              |                      |

**Time**

Itemize your hourly labor rates for ON-SITE technician services only. Contractor will bill the County at the below rates for only on-site time worked.

|   | Regular Business Hours<br>(7 a.m. – 5 p.m.) | After Normal Hours     | Other: (ex: state other<br>business and after<br>normal hours) |
|---|---|------------------------|--|
| Roofer  | \$ <u>58.90</u> /hour                       | \$ <u>74.65</u> /hour  | Holidays & Sundays<br>\$117.99                                 |
| Foreman   | \$ <u>88.95</u> /hour                       | \$ <u>119.55</u> /hour | Holidays & Sundays<br>\$175.91                                 |
| Superintendent  | \$ <u>125.00</u> /hour                      | \$ <u>175.00</u> /hour | Holidays & Sundays<br>\$225.00                                 |
| Quality Control<br>Manager                                | \$ <u>125.00</u> /hour                      | \$ <u>175.00</u> /hour | Holidays & Sundays<br>\$225.00                                 |
| Site Safety Health<br>Officer                             | \$ <u>125.00</u> /hour                      | \$ <u>175.00</u> /hour | Holidays & Sundays<br>\$225.00                                 |
| Other (ex: Other job<br>classifications, titles,<br>etc.) | \$ <u>N/A</u> /hour                         | \$ <u>N/A</u> /hour    |  |
|   |   |                        |  |
|   |   |                        |  |
|   |   |                        |  |

## RFSQ 18-051 EXHIBIT A

**B. Additional Pricing**

Itemize your mileage rate per mile below. County will not pay for time spent traveling to acquire parts/supplies.

MILEAGE RATE: \$ 2.90 mile

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

Portal to Portal

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**C. Holidays**

Vendor shall acknowledge emergency response services by phone within 30 minutes if the service request can be fulfilled. Otherwise, the request will be sent to another vendor. Please state identify below any days throughout the potential 5-year term of the agreement wherein vendor will not be able to respond to emergency response calls as specified in this RFSQ:

We can respond any day. We have a 800 number that is answered 24 hours a day, 365 days a year.

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## SERVICE LEVEL AGREEMENT (WARRANTY)

The following segment states some of the specifications for the services covered under this RFSQ. Interested vendors are instructed to indicate their compliance or non-compliance with the stated specifications.

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. All bidders are required to indicate their level of compliance on all statements below. Submittals not indicating a level of compliance will not be considered. Please note, failure to comply to all services requested will not automatically disqualify any bidder. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

Failure to furnish emergency callback service as listed below may result in termination of contract, withholding of payment, and/or another vendor to be hired to complete the work at the current vendor(s) expense.

| <b><u>BIDDER TO COMPLETE THE FOLLOWING:</u></b>   | <b>COMPLY/<br/>NOT COMPLY</b> |
|---|-------------------------------|
| 1. Vendor possess all applicable licenses, registrations, and permits required by the State of California, Fresno County, and/or City of Fresno to perform the scope of work requested.                           | Comply                        |
| 2. Vendor shall furnish all labor, equipment, materials, tools, and transportation required to perform the services herein described.   | Comply                        |
| 3. Vendor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.                          | Comply                        |
| 4. Vendor shall comply with all security exhibits (Exhibits E through G).   | Comply                        |
| 5. Contractor and all sub-contractors who perform work must be registered with the California Department of Industrial Relations.   | Comply                        |
| 6. Contractor will inform County of any change in subcontractor use for the entire duration of this agreement.  | Comply                        |
| 7. Vendor shall invoice County as stated by vendor in "Exhibit A – Quotation Schedule".   | Comply                        |
| 8. List a minimum of three (3) references wherein commercial, industrial, or public agency roofing services have been completed. Vendor must complete "Exhibit C".  | Comply                        |
| 9. Vendor understands that failure to furnish emergency call-back service with the "Level 1-3" as listed on page 3 may result in termination of contract, withholding of payment, and/or choosing another vendor. | Comply                        |
| 10. Emergency callbacks categorized as LEVEL 1 requires onsite response in one (1) hour or less.  | Comply                        |
| 11. Emergency callbacks categorized as LEVEL 2 requires onsite response in four (4) hours or less.  | Comply                        |
| 12. Emergency callbacks categorized as LEVEL 3 requires onsite response at 7:00 A.M. the next, normal working day.  | Comply                        |
| 13. Vendor shall acknowledge within 30 minutes if the request can be fulfilled. Otherwise, the request will be sent of another vendor.  | Comply                        |



**RFSQ No. 18-051****B. Bidder to Complete:**

1. Subcontractors: List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. Awarded bidder(s) will be responsible for informing Facility Services of any change in subcontractors throughout the life of the agreement. The primary contractor is not relieved of any responsibility by:

Parc Environmental

Kings County Air Conditioning Inc.

Four C's Construction

T. Brooks and Associates

2. 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-39 or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-39, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

**Number and Class:** 1012378 C-39

**Date of Issue:** 03/25/2018

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

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

3. DIR Acknowledgement:

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

**(Authorized Signature)**

  
Sean Rauch

**Title**

President/CEO

**DIR Number**

1000036446

**DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ**



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **1012378** Entity **LLC**  
Business Name **NATIONS ROOF WEST LLC**

Classification **C39**

Expiration Date **03/31/2020**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



DIR REGISTRATION NUMBER - 1000036446 06/30/2018

Any change of business address/name must be reported to the Registrar within 60 days.

This license is not transferrable, and shall be returned to the Registrar  
upon demand when suspended, revoked, or invalidated for any reason.  
This pocket card is valid through the expiration date only.

If found, drop in any mailbox.  
Postage guaranteed by:  
Contractors State License Board  
P.O. Box 26000, Sacramento CA 95826

Licensee Signature





## Contractor's License Detail for License # 1012378

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

CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.  
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.  
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.  
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 6/27/2018 11:44:50 AM

Business Information

NATIONS ROOF WEST LLC  
5463 E HEDGES AVENUE  
FRESNO, CA 93727  
Business Phone Number: (559) 252-1255

Entity Ltd Liability  
Issue Date 03/25/2016  
Expire Date 03/31/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C39 - ROOFING

Bonding InformationContractor's Bond

This license filed a Contractor's Bond with HANOVER INSURANCE COMPANY.  
Bond Number: 1044871  
Bond Amount: \$15,000  
Effective Date: 02/22/2016

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with HANOVER INSURANCE COMPANY.  
Bond Number: 1044872  
Bond Amount: \$100,000  
Effective Date: 02/22/2016

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number 1044881 for JAMES LAWRENCE NUGENT in the amount of \$12,500 with HANOVER INSURANCE COMPANY.  
Effective Date: 02/29/2016

Workers' Compensation

This license has workers compensation insurance with the XL SPECIALTY INSURANCE COMPANY  
Policy Number: CWG3000851  
Effective Date: 07/01/2015  
Expire Date: 07/01/2018

Liability Insurance Information

This license has liability insurance with GREENWICH INSURANCE COMPANY  
Policy Number: CGS7409377  
Amount: \$4,000,000  
Effective Date: 07/01/2015  
Expiration Date: 07/01/2018

Other

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

**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: ONE (1)**  
**RFSQ NUMBER: 18-051**  
**ROOFING SERVICES**

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Issue Date: June 13, 2018

**CLOSING DATE: JUNE 27, 2018 AT 2:00 P.M.**

Submit all Questions and Statements of Qualifications on the Bid Page at Public Purchase.

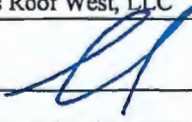
For assistance contact **Darren Howard** at (559) 600-7110.

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**NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 18-051 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR RESPONSE.**

- **Questions and Answers**
- **Exhibit B is hereby added and made a part hereof.**

**ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFSQ 18-051**

COMPANY NAME: Nations Roof West, LLC  
SIGNATURE:   
NAME & TITLE: Sean Rauch President/CEO

(PRINT)  
(PRINT)

Purchasing Use: DH:st

ORG/Requisition: 8935 / 1321801134

Addendum No. ONE (1)  
Request for Quotation Number: 18-051  
June 13, 2018

Page 2

## **QUESTIONS AND ANSWERS**

**Q1.** In "18-015 Roofing Services" Document, it says there's attachment list from Exhibit A to Exhibit G. But on the website, Exhibit B is missing. Is it something that will be available later on?

*A1. Please see the attached Exhibit B.*

**Q2.** Can you please let me know if there is Pre-Bid meeting for County of Fresno Roofing Service Project?

*A2. A Pre-Bid meeting has not been scheduled for the initial RFSQ process.*

## SERVICE LEVEL AGREEMENT (WARRANTY)

The following segment states some of the specifications for the services covered under this RFSQ. Interested vendors are instructed to indicate their compliance or non-compliance with the stated specifications.

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. All bidders are required to indicate their level of compliance on all statements below. Submittals not indicating a level of compliance will not be considered. Please note, failure to comply to all services requested will not automatically disqualify any bidder. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

Failure to furnish emergency callback service as listed below may result in termination of contract, withholding of payment, and/or another vendor to be hired to complete the work at the current vendor(s) expense.

| <b><u>BIDDER TO COMPLETE THE FOLLOWING:</u></b>   | <b>COMPLY/<br/>NOT COMPLY</b> |
|---|-------------------------------|
| 1. Vendor possess all applicable licenses, registrations, and permits required by the State of California, Fresno County, and/or City of Fresno to perform the scope of work requested.                           | Comply                        |
| 2. Vendor shall furnish all labor, equipment, materials, tools, and transportation required to perform the services herein described.   | Comply                        |
| 3. Vendor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.                          | Comply                        |
| 4. Vendor shall comply with all security exhibits (Exhibits E through G).   | Comply                        |
| 5. Contractor and all sub-contractors who perform work must be registered with the California Department of Industrial Relations.   | Comply                        |
| 6. Contractor will inform County of any change in subcontractor use for the entire duration of this agreement.  | Comply                        |
| 7. Vendor shall invoice County as stated by vendor in "Exhibit A – Quotation Schedule".   | Comply                        |
| 8. List a minimum of three (3) references wherein commercial, industrial, or public agency roofing services have been completed. Vendor must complete "Exhibit C".  | Comply                        |
| 9. Vendor understands that failure to furnish emergency call-back service with the "Level 1-3" as listed on page 3 may result in termination of contract, withholding of payment, and/or choosing another vendor. | Comply                        |
| 10. Emergency callbacks categorized as LEVEL 1 requires onsite response in one (1) hour or less.  | Comply                        |
| 11. Emergency callbacks categorized as LEVEL 2 requires onsite response in four (4) hours or less.  | Comply                        |
| 12. Emergency callbacks categorized as LEVEL 3 requires onsite response at 7:00 A.M. the next, normal working day.  | Comply                        |
| 13. Vendor shall acknowledge within 30 minutes if the request can be fulfilled. Otherwise, the request will be sent of another vendor.  | Comply                        |

ATTACHMENT D

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), 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 directors 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).



**(1) Company Board Member Information:**

|  |       |  |
|--|-------|--|
|  | Date: |  |
|  |       |  |

**(2) Company/Agency Name and Address:**

|  |
|--|
|  |
|--|

**(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):**

|  |
|--|
|  |
|--|

**(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):**

|  |
|--|
|  |
|--|

**(5) Authorized Signature**

|            |  |       |  |
|------------|--|-------|--|
| Signature: |  | Date: |  |
|------------|--|-------|--|

ATTACHMENT D

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), 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 directors 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).

**(1) Company Board Member Information:**

|  |       |  |
|--|-------|--|
|  | Date: |  |
|  |       |  |

**(2) Company/Agency Name and Address:**

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**(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):**

|  |
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|  |
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**(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):**

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**(5) Authorized Signature**

|            |  |       |  |
|------------|--|-------|--|
| Signature: |  | Date: |  |
|------------|--|-------|--|

ATTACHMENT D

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), 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 directors 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).

**(1) Company Board Member Information:**

|  |       |  |
|--|-------|--|
|  | Date: |  |
|  |       |  |

**(2) Company/Agency Name and Address:**

|  |
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**(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):**

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|  |
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**(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):**

|  |
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**(5) Authorized Signature**

|            |  |       |  |
|------------|--|-------|--|
| Signature: |  | Date: |  |
|------------|--|-------|--|



## **THE PRISON RAPE ELIMINATION (PREA) ACT**

All bidders **must comply** with the Prison Rape Elimination (PREA) Act as stated below:

"CONTRACTOR shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation at no charge to CONTRACTOR." "CONTRACTOR will ensure that all staff assigned to work at the Juvenile Justice Campus (JJC) undergo a pre-employment Live Scan and criminal background security clearance by the Probation Department at no charge to CONTRACTOR. No alcoholic beverages/drugs will be brought into any facility. Nor will anyone under the influence of alcoholic beverages or drugs be allowed inside. In the event of any disturbance inside the facilities, the CONTRACTOR'S employees will immediately follow the orders of the Facility Administrator or his/her designees.

CONTRACTOR shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving COUNTY staff and the contract employee, the on-duty Facility Administrator will have the final decision." **INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE:**

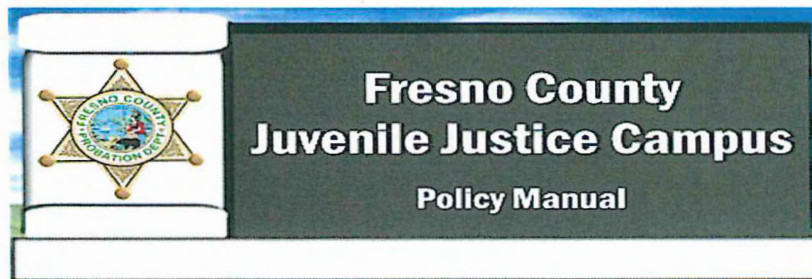
<http://www.prearesourcecenter.org/>

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## NO HOSTAGE SITUATIONS



### California Code of Regulations

**Subject:** Hostage Situations

**Policy Number:** 326.0

**Page:** 1 of 2

**Date Originated:** April 1, 2004

**Date Revised:** February 1, 2008

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

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

#### **I. HOSTAGE SITUATION PROCEDURES**

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

## ATTACHMENT F

- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:
  - 1. The number and identity of both the hostages and hostage takers;
  - 2. Any known weapons possessed by the hostage takers;
  - 3. The demands of the hostagetakers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

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

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

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

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

## 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.

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### 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.

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### 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.

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### 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)

## BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

### Background Investigations

Prior to the beginning of any services, one (1) background check may be required for every member of the Contractor's personnel providing services to a building location for the life of the agreement. The background check may be required before access is given to any County facility/property. Clearance will only be granted after a successful background check, completed by the County of Fresno Sheriff's Department. Background checks provided by any agency other than the County of Fresno Sheriff's Department will not be accepted.

The current cost of a background check is \$52 per person. This cost will be incurred by the successful Bidder. One check covering the cost of background checks for all employees shall be made payable to: Sheriff, County of Fresno. The successful bidder will be notified regarding the result of background checks. Those that are accepted will report to County of Fresno Security to have their photo taken and ID badge issued.

Background checks are done on a first-come, first serve basis between the hours of 7:00 a.m and 12:00 noon. Monday through Friday. The process takes approximately 20 minutes time. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), dependent upon the individual's history.

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

When required by County, applicants' background checks must be approved prior to entering any County facility. Approval will not be granted to any individual possessing any of the following circumstances:

1. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. They have ever been charged with a felony or are currently under investigation for a felony.
3. They are charged with or convicted of any crime committed in or at a correctional institution.
4. They are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. They have been refused a license as a private investigator or had such license revoked.
6. They have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record on their application.
7. Make omissions or false statements on their application.
8. They have no valid reason for entering a facility.
9. Their admission into a facility could represent a threat to security, staff or inmate safety.
10. Further information regarding the criteria for background check clearance, including an appeal for process for someone who may be denied clearance is available upon request.



## EXHIBIT H

### Identification (ID) Badges

The successful bidder's employees will be issued a badge that must be worn and be visible at all times during performance of work in any County building to identify the wearer as an individual who is authorized to enter County facilities.

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The successful Bidder shall pay \$11.99 per individual badge by submitting one check covering the cost for all the Bidder's employees made payable to: County of Fresno, Security.
3. Costs for ID badges are established by County Auditor and fluctuate annually, therefore the cost of obtaining a new ID badge for a Bidder's new employee may not remain the same throughout the contract term.
4. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
5. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will assume all responsibility for their employee's use of and the return of the County ID badges.
6. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.