

**AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of April, 2019 ("Effective Date") by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and F-N-F Roll Off Service, Inc. located at 707 N. Monte Ave., Fresno, CA 93728 ("CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY requires rental services for 40-yard roll off bins for disposal of green waste, and;

WHEREAS COUNTY solicited bids in November 2018 from qualified vendors for provision of roll off bin rental services, including delivery, pick up, and disposal of green waste and general refuse generated by Parks staff and;

WHEREAS, CONTRACTOR submitted the lowest, most responsive bids for provision of the requested services, and desires to provide these services to COUNTY.

NOW, THEREFORE, the parties agree as follows:

1. **CONTRACTOR'S OBLIGATIONS:**

CONTRACTOR agrees to provide rental services for 40-yard roll off bins, including the delivery and pick up of the 40-yard bins, and disposal of green waste and general refuse contained in the bins for the County of Fresno Parks Department (collectively, "Services"). The Services to be provided are more particularly described in CONTRACTOR'S Response to COUNTY'S Request for Quotation 19-028, issued on November 1, 2018, attached herein as Exhibit "A," and incorporated by this reference.

2. **COUNTY'S OBLIGATIONS:**

COUNTY will:

A. Compensate CONTRACTOR as provided in Section 4, herein.

B. Provide a "COUNTY Representative" who will represent COUNTY, and who will work with CONTRACTOR in carrying out the provisions of this Agreement. COUNTY Representative shall be COUNTY Director of the Department of Public Works and Planning or

1 his/her designee. CONTRACTOR shall communicate and coordinate with COUNTY

2 Representative, who will provide the following services:

- 3 1. Examine documents submitted to COUNTY by CONTRACTOR, and
- 4 timely render decisions pertaining thereto.
- 5 2. Provide communication between CONTRACTOR and COUNTY officials
- 6 and commissions (including user Department).

7 C. Give reasonably prompt consideration to all matters submitted by  
8 CONTRACTOR for approval so that there will be no substantial delays in CONTRACTOR'S  
9 program of work. An approval, authorization or request to CONTRACTOR given by COUNTY  
10 shall only be binding upon COUNTY under the terms of this Agreement if that approval,  
11 authorization or request is made in writing and is signed on behalf of COUNTY by COUNTY  
12 Representative or a designee.

13 3. TERM:

14 A. CONTRACTOR shall diligently proceed with the agreed scope of Services  
15 and shall provide such services in a timely manner. Failure of CONTRACTOR to provide such  
16 Services, unless the delay is attributable to COUNTY, is sufficient cause to terminate this  
17 Agreement immediately, at the option of COUNTY, in accordance with Section 15, herein.

18 B. The term of this Agreement shall be for a period of three (3) years, commencing  
19 on the Effective Date ("Initial Term"). This Agreement may be extended for a maximum of two  
20 (2) additional consecutive twelve (12) month extension periods, upon written approval of both  
21 parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension  
22 period. The Director of Public Works and Planning or his or her designee is authorized to  
23 execute such written approval on behalf of COUNTY, based on CONTRACTOR'S satisfactory  
24 performance.

25 4. COMPENSATION:

26 A. Total Compensation:

27 Notwithstanding any other provision in this Agreement, the total compensation  
28 paid by COUNTY for the Services to be provided by CONTRACTOR shall be limited to a

1 maximum compensation amount of \$105,000 annually, not to exceed \$315,000 for the Initial  
2 Term. If this Agreement is renewed for an additional Year 4, the total not to exceed amount shall  
3 be \$420,000. If this Agreement is renewed for an additional Year 5, the total not to exceed  
4 amount shall be \$525,000.

5 B. Fee:

- 6 1. Fees for the Services to be provided by CONTRACTOR shall be invoiced  
7 at the rates shown in CONTRACTOR'S response to Request for  
8 Quotation number 19-028 issued on November 1, 2018, and incorporated  
9 herein as Exhibit "A".
- 10 2. The rates listed in Exhibit A shall remain in effect for the total Term of this  
11 Agreement, and may not be increased except upon written Amendment to  
12 this Agreement.

13 C. Payments:

- 14 1. Progress payments will be made by COUNTY upon receipt and  
15 approval of CONTRACTOR'S invoices. Invoices shall clearly identify the site to which the work  
16 pertains.

17 Invoices for County Parks and the Tree Crew shall be submitted to:

18 Fresno County Department of Public Works and Planning  
19 Resources Division  
20 Attention: County Parks  
21 2220 Tulare Street, Sixth Floor  
22 Fresno, CA 93721-2106

- 22 2. Upon receipt of an invoice, COUNTY Department of Public Works and  
23 Planning will take a maximum of ten (10) working days to review, approve, and submit it to  
24 COUNTY Auditor-Controller/Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices may  
25 be returned to CONTRACTOR for correction and resubmittal. Payment will be issued to  
26 CONTRACTOR within forty-five (45) calendar days of the date the Auditor-Controller/Treasurer-  
27 Tax Collector receives the approved invoice.

- 28 3. An unresolved dispute over a possible error or omission may cause

1 payment of CONTRACTOR fees in the disputed amount to be withheld by COUNTY.

2 4. Final invoice shall be submitted to COUNTY no later than thirty (30) days  
3 after this Agreement is completed or renewed.

4 5. In the event COUNTY reduces the scope of the Services, CONTRACTOR  
5 shall be compensated on a pro rata basis for actual work completed and accepted by COUNTY  
6 in accordance with the terms of this Agreement

7 5. AUDITS, ACCOUNTING AND INSPECTIONS ACCESS:

8 A. CONTRACTOR shall at any time during regular business hours, and as often as  
9 COUNTY may deem necessary, make available to COUNTY Auditor-Controller/Treasurer-Tax  
10 Collector, or their authorized representatives for examination all of its records and data with  
11 respect to matters covered by this Agreement. CONTRACTOR shall permit COUNTY to audit  
12 and inspect all invoices, materials, payrolls, records of personnel, conditions of employment,  
13 and other data relating to matters covered by this Agreement.

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

17 6. INDEPENDENT CONTRACTOR:

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

1 B. Because of its status as an independent contractor, CONTRACTOR shall have  
2 absolutely no right to employment rights and benefits available to COUNTY employees.  
3 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of its  
4 employees all legally required employee benefits. In addition, CONTRACTOR shall be solely  
5 responsible and save COUNTY harmless from all matters relating to payment of  
6 CONTRACTOR'S employees, including compliance with Social Security, withholding, and all  
7 other regulations governing such matters. It is acknowledged that during the term of this  
8 Agreement CONTRACTOR may be providing services to others unrelated to COUNTY or to this  
9 Agreement.

10 7. PARTIES BOUND BY AGREEMENT:

11 This Agreement shall be binding upon COUNTY, CONTRACTOR, and their successors  
12 in interest, legal representatives, executors, administrators, and assigns with respect to all  
13 covenants set forth herein.

14 8. REQUIRED APPROVALS:

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

17 9. COMPLIANCE WITH LAWS:

18 CONTRACTOR shall comply with all applicable federal, state, and local laws,  
19 ordinances, and regulations in effect at the time of CONTRACTOR'S performance of the  
20 Services provided for herein.

21 10. GOVERNING LAW:

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

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

26 11. CHANGES OR AMENDMENTS:

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

12. CONTRACTOR'S LEGAL AUTHORITY:

Each individual executing this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (I) that he or she is duly authorized to execute and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and bylaws; (II) that this Agreement is binding upon such corporation; and (III) that CONTRACTOR is a duly organized and legally existing corporation in good standing in the State of California.

13. HOLD HARMLESS:

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

The provisions of this Section 13 shall survive the termination of this Agreement.

14. INSURANCE:

A. Prior to commencing the duties under this Agreement with COUNTY, CONTRACTOR shall furnish COUNTY, at no additional cost to COUNTY, certificates for the following insurance policies which shall be kept in force during the term of the Agreement or until the Agreement is terminated or it expires, or such additional time as may be expressly provided herein, with respect to one or more specified insurance policies:

1. Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis. County may require

specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

2. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Professional Liability Insurance. 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 limited of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate.

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

B. 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 the policies required to be provided by CONTRACTOR as specified herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

1 C. Within thirty (30) days from the date CONTRACTOR signs this Agreement,  
2 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all  
3 of the foregoing policies, as required herein, to the County of Fresno, Department of Public  
4 Works and Planning – Resources Division, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, CA 93721,  
5 Attention: Disposal Sites, stating that such insurance coverages have been obtained and are in  
6 full force; that the County of Fresno, its officers, agents and employees will not be responsible  
7 for any premiums on the policies; ; that for such worker's compensation insurance  
8 CONTRACTOR has waived its right to recover from COUNTY, its officers, agents, and  
9 employees any amounts paid under the insurance policy and that waiver does not invalidate the  
10 insurance policy; that such Commercial General Liability insurance name the County of Fresno,  
11 its officers, agents and employees, individually and collectively, as additional insured, but only  
12 insofar as the operations under this Agreement are concerned; that such coverage for  
13 additional insured shall apply as primary insurance and any other insurance, or self-insurance,  
14 maintained by COUNTY, its officers, agents and employees, shall be excess only and not  
15 contributing with insurance provided under the policies required to be provided by  
16 CONTRACTOR as specified herein; and that this insurance shall not be canceled or changed  
17 without a minimum of thirty (30) days advance, written notice given to COUNTY.

18 D. All policies shall be issued by admitted insurers licensed to do business in the  
19 State of California, and such insurance shall be purchased from companies possessing a  
20 current A.M. Best, Inc. rating of A FSC VII or better. CONTRACTOR shall give COUNTY at  
21 least thirty (30) days written advance notice of any expiration, cancellation or reduction in the  
22 coverage of any of the aforesaid policies.

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

26 15. TERMINATION OF AGREEMENT:

27 A. This Agreement may be terminated without cause at any time by COUNTY upon  
28 thirty (30) calendar days' written notice. If COUNTY terminates this Agreement,

1 CONTRACTOR shall be compensated for services satisfactorily completed to the date of  
2 termination based upon the compensation rates, and subject to the maximum amounts payable  
3 agreed to in Article V, together with such additional services satisfactorily performed after  
4 termination that are expressly authorized in writing by COUNTY Representative to conclude the  
5 work performed to date of termination.

6 B. COUNTY may immediately suspend or terminate this Agreement in  
7 whole or in part, where in the determination of COUNTY there is:

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

12 C. In no event shall any payment by COUNTY constitute a waiver by COUNTY of  
13 any breach of this Agreement or any default which may then exist on the part of  
14 CONTRACTOR. nor shall such payment impair or prejudice any remedy available to COUNTY  
15 with respect to the breach or default. COUNTY shall have the right to demand of  
16 CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under  
17 this Agreement, which, in the judgment of COUNTY were not expended in accordance with the  
18 terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

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

24 16. NOTICES: The persons and their addresses having authority to give and receive  
25 notices under this Agreement include the following:

26 COUNTY  
27 County of Fresno  
Department of Public Works  
2220 Tulare Street, 6<sup>th</sup> Floor  
28 Fresno, CA 93721

CONTRACTOR  
F-N-F Roll Off Service, Inc.  
10420 E. Manning Ave.  
Selma, CA 93662

1 All notices between COUNTY and CONTRACTOR provided for or permitted under this  
2 Agreement must be in writing and delivered either by personal service, by first-class United  
3 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission.  
4 A notice delivered by personal service is effective upon service to the recipient. A notice  
5 delivered by first-class United States mail is effective three COUNTY business days after  
6 deposit in the United States mail, postage prepaid, addressed to the recipient. A notice  
7 delivered by an overnight commercial courier service is effective one COUNTY business day  
8 after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery  
9 instructions given for next day delivery, addressed to the recipient. A notice delivered by  
10 telephonic facsimile is effective when transmission to the recipient is completed (but, if such  
11 transmission is completed outside of COUNTY business hours, then such delivery shall be  
12 deemed to be effective at the next beginning of a COUNTY business day), provided that the  
13 sender maintains a machine record of the completed transmission. For all claims arising out of  
14 or related to this Agreement, nothing in this section establishes, waives, or modifies any claims  
15 presentation requirements or procedures provided by law, including but not limited to the  
16 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section  
17 810).

18 17. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

19 This provision is only applicable if CONTRACTOR is operating as a corporation (a for-  
20 profit or non-profit corporation) or if during the term of this Agreement, CONTRACTOR changes  
21 its status to operate as a corporation. Members of CONTRACTOR'S Board of Directors shall  
22 disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing  
23 goods or performing services under this Agreement. A self-dealing transaction shall mean a  
24 transaction to which CONTRACTOR is a party and in which one or more of its directors has a  
25 material financial interest. Members of CONTRACTOR'S Board of Directors shall disclose any  
26 self-dealing transactions that they are a party to by completing and signing a Self-Dealing  
27 Transaction Disclosure Form (attached as Exhibit "B" and incorporated herein by this  
28

reference); and submitting it to COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

18. ENTIRE AGREEMENT:

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CONTRACTOR

F-N-F Roll Off Service, Inc.  
707 N. Monte Ave.  
Fresno, CA 93728

By: Fernando Leanos  
Fernando Leanos  
Title: President

COUNTY OF FRESNO

Nathan Magsig  
Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: Rosei Cruz  
Deputy

FOR ACCOUNTING USE ONLY

Fund: 0001  
Subclass: 10000  
Org. No.: 7910  
Account: 7295

# COUNTY OF FRESNO



## REQUEST FOR QUOTATION

NUMBER: 19-028

## 40 YARD ROLL OFF BIN RENTAL, DELIVERY, AND PICKUP

Issue Date: November 2, 2018

Closing Date: DECEMBER 4, 2018 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Schamick at Phone (559) 600-7110.

### BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.  
Bid must be signed and dated by an authorized officer or employee.

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

- A cash discount of 0 % 0 days will apply. County does not accept terms less than 15 days

FNE Rolloff Service  
 COMPANY

Fernando Leanos  
 CONTACT PERSON

Physical: 707 N. Monte Ave  
 ADDRESS  
Fresno CA 93728

Mailing: 10420 E Manning Ave  
Selma CA 93668

1559 318-0644  
 CITY  
 TELEPHONE NUMBER

FnFrolloff@yahoo.com  
 STATE ZIP CODE  
 E-MAIL ADDRESS

Fernando Leanos (Date 12/03/18)  
 AUTHORIZED SIGNATURE

Fernando Leanos  
 PRINT NAME

Owner  
 TITLE

Purchasing Use: DS:yj

ORG/Requisition: 7910/9101900052

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## **KEY DATES**

<b>RFQ Issue Date:</b>	<b>November 2, 2018</b>
<b>Written Questions for RFQ Due:</b>	<b>November 15, 2018 at 10:00 A.M.</b> Questions must be submitted on the Bid Page at Public Purchase.
<b>RFQ Closing Date:</b>	<b>December 4, 2018 at 2:00 P.M.</b> Quotations must be electronically submitted on the Bid Page.

## **OVERVIEW**

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide delivery, pick-up, and rental of 40 yard roll-off bins.

## BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchases. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days. *(6 months)*
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

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

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

- 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 RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to [gcomuelle@FresnoCountyCA.gov](mailto:gcomuelle@FresnoCountyCA.gov). Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

## GENERAL REQUIREMENTS & CONDITIONS

### LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

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

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

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by November 15, 2018 at 10:00 A.M., cut-off.

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

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

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

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

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**CODES AND REGULATIONS:** All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

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

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

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

### TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

**SPECIFICATIONS AND EQUALS:** Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

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

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

**PACKAGING:** Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

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

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

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

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

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

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

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

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

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

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

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



**INVOICING:** All invoices are to be delivered in duplicate to County of Fresno Public Works – Parks 2220 Tulare St. 6<sup>th</sup> Floor, Fresno, CA 93721. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

**PAYMENT:** County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

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

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

**ORDERING:** Orders will be placed as required by County of Fresno Public Works – Parks.

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

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

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

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

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

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

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

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

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

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

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

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

**BONDS:**

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

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

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

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

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

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

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

**OBLIGATIONS OF CONTRACTOR:** Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

**TIE BIDS:** With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

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

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

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

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

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

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

**BIDDER TO COMPLETE:**

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

Same day or next day delivery and/or pick up

**ADDITIONAL ITEMS:**

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

Price list for additional items:

A 10 percent discount from manufacturer's enclosed price list will be allowed on purchases of all additional items.

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

Price For scope of work on Quotation No 19-028 to  
be a set price of \$350<sup>00</sup>, for 40 yard rolloff bin to be site  
for one week (7 days), if stay over 7 days a daily fee of \$5<sup>00</sup> per day.  
State Purchase Order mailing address:

FNF Rolloff Service, 10420 E Manning Ave,  
Selma CA 93662

**MINIMUM ORDER:** Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

**SUBCONTRACTORS:**


List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

No subcontractors

**CONTRACTOR'S LICENSE:**

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

## 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.

### Additional Requirements Relating to Insurance:

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.

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, Public Works and Planning – Parks Attn: David Chavez, 2220 Tulare Street 6<sup>th</sup> Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

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

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

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

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

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

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

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

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

*Fernando Leanos*

(Dated 12/13/18)

(Authorized Signature)

*Owner*

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.Firm: FNF Rolloff Service**REFERENCE LIST**

Provide a list of at least five (5) 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 Name: County of Fresno, Dept. of Public Works and Planning/Parks Contact: Manuel Diaz or David Chavez  
 Address: 2220 Tulare St., 6th Floor  
 City: Fresno State: CA Zip: 93721  
 Phone No.: (559) 600-3004 Date: From January 2013 to current  
 Service Provided: Delivered, pick up and serviced 40 yard roll-off bins for cleanups of wood waste, tree debris, palm debris and trash

Reference Name: Rex Ford Properties LLC Island Water Park Contact: Robert  
 Address: 6099 W. Barstow Ave  
 City: Fresno State: CA Zip: 93723  
 Phone No.: (559) 477-8152 Date: From November 2014 to current  
 Service Provided: Provide, exchanged, serviced 40 yard bins for green waste and/or general cleanups at park

Reference Name: Central Valley Environmental Contact: Greg  
 Address: 4263 N. Selland Ave  
 City: Fresno State: CA Zip: 93722  
 Phone No.: (559) 978-1053 Date: From March 2010 to current  
 Service Provided: Provide, exchange, service roll-off bins for clean-ups, including green tree debris waste

Reference Name: Pape Kenworth Contact: Jose Castro  
 Address: 2892 E. Jensen Ave  
 City: Fresno State: CA Zip: 93706  
 Phone No.: (559) 360-9950 Date: From July 2017 to current  
 Service Provided: Provide and service roll-off bin at their site

Reference Name: DRIT Inc. Contact: Edith P  
 Address: 2890 N. Sunnyside Ave, Unit 109-114  
 City: Fresno State: CA Zip: 93727  
 Phone No.: (559) 292-1100 Date: From July 2015 to current  
 Service Provided: Provide, exchange, service roll-off bins for construction and clean-ups.

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

## **SCOPE OF WORK**

The County of Fresno on behalf of the Department of Public Works and Planning, Resources Division, Parks is requesting bids from qualified vendors to provide delivery, pick-up, disposal and rental of 40-yard roll-off bins containing green waste.

Green waste is generated by Fresno County tree trimmers and consists primarily of wood, leaves, shrubs, chipped trees, tree trunks, palm fronds, and other organic material.

Bins are to be used predominately on Van Ness and Kearney boulevards. Bins will also be needed on County easements in rural, unincorporated areas of the County occasionally.

**QUOTATION SCHEDULE**

DESCRIPTION	DAILY	WEEKLY	MONTHLY
Each 40 yard Roll Off Bin Rental	\$ 5 <sup>00</sup> if kept over one week (7 days)	\$ 350 <sup>00</sup> (7 days)	\$ See daily Fee
Delivery per Bin	\$	\$ included	\$
Pick-up per Bin	\$	\$ included	\$
Disposal per Ton	\$	\$ included	\$
Overweight charges per Ton	\$	\$ included	\$
Delay charges	\$	\$ 100 <sup>00</sup>	\$
Labor Charges	\$	\$ N/A	\$
Any other Charges	\$	\$ - included	\$

Sales Tax \$ included

Prices shall be per each roll off bin and include any permits required.

Delay charges pertain to inaccessible bins.

Labor charges refer to adjustments required to even out a load or to make it safe to haul.

## CHECK LIST

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

*Check off each of the following:*

1. ☒ The Request for Quotation (RFQ) has been signed and completed.
2. ☒ Addenda, if any, have been signed and included in the bid package.
3. ☒ The completed *Reference List* as provided with this RFQ.
4. ☒ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. ☒ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. ☒ The *Participation* page as provided within this RFQ has been signed and included
7. ☒ *Bidder to Complete* page as provided with this RFQ.
8. ☒ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
9. ☒ Return checklist with RFQ response.
10. ☒ **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

## EXHIBIT "B"

### **Self-Dealing Transaction Disclosure (Financial)**

Non-corporate bidders may disregard this section.

Bidders shall complete a SELF-DEALING TRANSACTION DISCLOSURE FORM, provided herein, for each applicable corporate director of the bidding company. The signed form(s) shall be submitted as a part of the company's proposal or quotation.

Complete the form and indicate "NONE" under part 3 when your company is a corporation and no directors are involved with a Self-Dealing Transaction. The form must be signed by an individual authorized to legally bind the corporation when no directors have a Self-Dealing Transaction.

**DISCLOSURE OF SELF-DEALING TRANSACTIONS:** The following provision will be incorporated into ensuing agreements. It shall apply only when the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, CONTRACTOR changes its status to operate as a corporation.

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

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

### **SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS**

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"),

## EXHIBIT "B"

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 which one or more of its directors has a material financial interest"*

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

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

**Form provided on following page.**

EXHIBIT "B"

## SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: Fernando Leanos Date: 03/07/2019  
Job Title: President

(2) Company/Agency Name and Address:

F-N-F Roll-off Service, Inc.  
707 N Monte Ave  
Fresno, CA 93728

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

None

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

(5) Authorized Signature  
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Fernando Leanos

EXHIBIT "B"

## SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: Natalia Vargas-Leanos Date: 03/07/2019  
Job Title: Secretary / Treasurer

(2) Company/Agency Name and Address:

F-N-F Roll-off Service, Inc.  
707 N Monte Ave  
Fresno CA 93728

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

None

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

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(5) Authorized Signature  
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