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DEPARTMENT OF GENERAL SERVICES

Central Services Division



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INVITATION FOR BIDS(IFB) NO.: 962-0826-23

FOR

COUNTY-WIDE DOCUMENT AND ELECTRONIC MEDIA SHREDDING SERVICES

COUNTY OF SOLANO GENERAL SERVICES DEPARTMENT

IFB RELEASE DATE: August 26, 2022 5:00 PM (PDT) SUBMISSION DATE: October 7, 2022 5:00 PM (PDT)

LATE BIDS WILL NOT BE ACCEPTED

SUBMIT IFB TO:	IFB COORDINATOR
Solano County via Bonfire E-Procurement Platform Solano County Portal website at https://solanocounty.bonfirehub.com	Nes Despabiladeras, Buyer nadespabiladeras@solanocounty.com Phone: 707-784-6322

Any proposer participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at www.solanocounty.com. Include the application with your proposal. The County will post any changes and information relating to this IFB digitally via Bonfire E-Procurement Platform.

Proposers are responsible for frequently checking the Bonfire Platform at

https://solanocounty.bonfirehub.com for any changes or information relating to this IFB.

"Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance."

IFB NO: 962-0826-23

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DATE: August 26, 2022

INVITATION FOR BIDS (IFB) BID NO: 962-0812-23 COUNTY-WIDE DOCUMENT AND ELECTRONIC MEDIA SHREDDING SERVICES

ATTENTION: ALL PROSPECTIVE OFFERORS

We invite you to participate in this bidding opportunity described in the attached Invitation for Bid (IFB). If you are interested, the IFB package may be downloaded from the Bonfire E- Procurement platform, Solano County Portal at https://solanocounty.bonfirehub.com/login.

Notice is hereby given that bids MUST be electronically submitted via Bonfire website https://solanocounty.bonfirehub.com/login, no later than October 7, 2022, 5:00 PM, Pacific Daylight Time (PDT), at which time, the County will access and evaluate all bids in accordance with the County of Solano's specifications and contract documents. Any hard copy submissions, submissions via email, or late submissions will be retained in the file unopened and will be considered disqualified.

It is the responsibility of the bidder to see that any electronic submitted bid shall have sufficient time to be received by the Bonfire website before the bid submittal deadline. The receiving time in the Bonfire website will be the governing time for acceptability of bids.

Bidders shall visit the Bonfire website for any upcoming updates, changes or information regarding this solicitation prior and after bid submission date.

Respectfully.

Nes Despabiladeras, Buyer

IFB Coordinator

IFB NO: 962-0826-23

1.0. STATEMENT OF PURPOSE

- 1. The purpose of this Invitation for Bid (IFB) is to define the County's minimum requirements and gain adequate information by which the County may evaluate commodities and/or services offered by contractors or vendors. As used herein, the term contractor or vendor shall mean the contractor, its employees, or agents.
- 2. The County of Solano is soliciting sealed bids to establish firm/fixed price contract(s) with one or more qualified firm(s) to provide County-Wide document and electronic media shredding services for all County departments, agencies or offices within the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville and Vallejo, CA. Other County departments or agencies throughout the County shall be eligible to participate in any resulting contract(s). All services shall be provided in accordance with the specifications contained herein and/or attached hereto. The Solano County Central Services Division, Purchasing Services Office, hereinafter referred to as the County, on behalf of the Solano County departments, agencies or offices, issues this solicitation.
- 3. The County of Solano exclusively reserves the sole and independent rights to make an award in whole or in part or any varying combination (split bid) if the County deems it to be in its best interest. The award may not necessarily be to the lowest vendor but to the bid determined to be professionally and technically able to render services and perform associated work in support of the County and fulfill all contract requirements.
 - Moreover, the County reserves the sole and independent right to award all bid items to more than one vendor (multiple award contracts), if deemed in the best interest of the County. If and where multiple award contracts are made, County department/agencies may purchase goods from one or more awarded vendors.
- Services and/or commodities to be rendered as specified within guidelines as provided by this IFB in its entirety. This IFB, details deliverables and terms and conditions as required by the County.
- 5. Contractor to submit with bid one copy of descriptive literature, including any pictures or drawings and a specification sheet.
- 6. Bidders are responsible for checking Bonfire E-Procurement Platform, Solano County Portal frequently for any current information and documents pertained to this IFB.
- 7. Bid shall be valid at least for (90) days after IFB closing date.
- 8. Questions regarding this solicitation preferably shall be posted via Bonfire E-Procurement Platform Solano County Portal at https://solanocounty.bonfirehub.com/login or submitted in writing to the IFB Coordinator, email at nadespabiladeras@solanocounty.com no later than September 16, 2022, 5:00 PM PDT. Response to written questions will be posted on the Bonfire Website Solano County Portal no later than September 23, 2022, 5:00 PM PDT. If there is a delay in posting responses, the bid submission due date may be extended commensurate. The County cannot assure any response to questions/inquiries received after this date.

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2.0. CONTRACT TYPE AND DURATION

The County of Solano, Central Services Division, intends to secure a one-year contract for document and electronic media shredding services for December 1, 2022 through November 30, 2023. Solano County reserves the right to renew the contract for two, additional one-year periods for a total not to exceed three years.

3.0. SCOPE OF WORK

- 3.1. The contractor shall furnish all resources (personnel, equipment, tools, supplies, disposal, etc.) required to provide document and electronic media shredding services as specified herein. The County reserves the right to add or delete related item requirements during the term of the contract. Prices for items added to the contract will be given the same discount originally given to other contract items.
- 3.1.1. The contractor shall demonstrate the ability to provide reliable, prompt, professional service to each County department, agency or office. This may require assignment of a representative(s) for the County's departments.
- 3.2. Estimated Quantities: The quantities specified on the Bid Form/Pricing Schedule are provided for bidders information purposes only and do not represent actual volume, which may or may not be experienced. The contractor shall be required to fill all orders regardless of the original estimated quantities shown on the Bid Form/Pricing Schedule. The County will not consider any bids, which stipulate a guarantee to order a specific quantity of any item.
- 3.3. Deviations from Product Specifications:
- 3.3.1. Use of Brand Names: Unless otherwise specified in this solicitation, the reference of a certain brand name(s) and/or product number(s) does not restrict bidders to that specific brand name(s) and/or product number(s), but conveys the general style, type, source, and quality of the item desired. If there is any deviation in pack, source, quality, etc. of the bid item from that is indicated in the specification, bidders shall indicate on the appropriate line on the Bid Form/Pricing Schedule and clearly state the proposed substitution and deviation. Bidders may be required to submit a sample so the County can determine if the substitution is of equal quality.
- 3.3.2. Samples: The County reserves the right to require a bidder to furnish samples of any item within 5 calendar days after the request is made. The samples must be furnished free of charge, be clearly marked "Sample" with the Invitation for Bid number, bid item number, bidder's name and address and delivered to the Purchasing Services Office. Samples will be evaluated to determine compliance with all major characteristics of the article indicated. Failure of samples to conform to all such characteristics may be cause for rejection of the Bid. Failure to submit the requested samples may eliminate the bidder from further consideration for award. Samples will be returned to bidder.
- 3.3.3. Tours: The County reserves the right to tour the vendor's facility.
- 3.3.4. Audits: The County reserves the right to periodically audit the vendor, including by not limited to its facilities, security and shredding procedures.
- 3.4. Ordering Procedures:

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- 3.4.1. The Purchasing Services Office will issue blanket purchase order(s) to the awarded vendor(s) on behalf of each County department. Each purchase order will specify the requirements for that department.
- 3.4.2. County departments will place orders with vendor(s) as needed by fax or a mutually agreed method. Vendor will invoice each department/agency separately. The County will not be responsible for invoices sent to incorrect departments by vendor. Vendor shall annotate the purchase order number on the delivery packing slip and invoice for each order.
- 3.5. Product Substitution: The contractor shall contact each County department in the event that the distributor does not have an ordered product. Substitutions are at the discretion of the departments and must be an approved product of equal or greater quality. The contractor shall extend the bid price for substituted items. If an item is not available through the contractor, the County reserves the right to contact an alternate supplier. The contractor shall only carry backorders for a period not to exceed ten (10) calendar days.
- 3.6. Damaged/Sub-Standard Quality: Any product that is not up to standard as specified herein or damaged will not be accepted by the County. The vendor shall replace these products within seven (7) calendar days from date of notification by the County. The vendor shall be responsible for the pick-up of defective products at no expense to the County. Any defective product not picked-up after 10-business days after notification by the County is subject to disposal by the County without any compensation to vendor by the County.
- 3.7. Shortage/Credit Procedures: The Contractor shall issue credit for shortages and/or damaged or sub-standard product against each invoice pertaining to the affected product.
- 3.8. Delivery: The contractor shall make deliveries within 5-7 business days after receipt of order from County departments. Vendor's bid price shall include delivery/shipping cost FOB each order. Delivery is to be made to the County by common transportation carrier, by vendor's equipment or by other means so as to effect prompt delivery. Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be vendor responsibility. The County shall reject such deliveries.

3.9. Pricing

3.9.1. All prices shall be F.O.B. Destination and shall include all charges that may be incurred in fulfilling the terms and conditions of the resulting contract. Prices shall remain firm (fixed) for the term of the contract, except as stated in Section 2.0, Contract Duration.

3.10. Contract Administration

3.10.1. The successful administration of this contract will require coordination with the Contract Administrator. The Purchasing Services Office's IFB Coordinator is designated as the Contract Administrator. He/She will be the corresponding interpreter of the conditions of the contract and the judge of its performance. The County will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions deferred to them from the County departments about the contract performance. Any modifications made must be authorized by the contract Administrator and an amended purchase order will be issued.

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- 3.10.2. Contract Period: See section 2.
- 3.11. Technical Assistance: The County may require visits at each site to provide technical and contract management assistance, product support, field support service, and maintain current catalogs availability.
- 3.12. Evaluation and Award
- 3.12.1. The County reserves the right to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part (split bid) to more than one vendor (multiple awards-see section 1.3), whichever is deemed in the best interest of the County.

The County will evaluate and award to the lowest responsive and responsible bidder or bidders as applicable unless the County determines, in its sole discretion, to be in the best interest, to reduce the number of awards(s) to the/those responsive and responsible Bidder(s) having a substantial number of items determined to be lowest in price (vendor reduction).

- 3.13. Method of Ordering
- 3.13.1. The Contractor shall accept County purchase orders as the approved method of ordering. Each County's department blanket order may cite a specific period of time, specific product(s) and will indicate department personnel allowed to make releases against the purchase order and/or contacted with any and all correspondence or questions regarding that purchase order.
- 3.14 Method Of Invoicing/Payment
- 3.14.1. Invoicing: The contractor shall submit separate invoices/credits for each County department/agency. The signed delivery/sales ticket provided with each delivery shall be verified with the invoice. The contractor shall provide the following on each invoice/credit:
 - a. County department, agency, or office name and account number
 - b. Purchase order number
 - c. Description and unit price for each item and total cost per line item and grand total of each invoice
- 3.14.2 Payment: The contractor shall be paid in accordance with invoice(s) submitted. Invoices shall be submitted to the Bill-to address as specified on the County's purchase order. County will make payment within 30-45 days of receipt of accurate and complete invoice.

The County offers direct deposit for invoice payment. To enroll in the program, copy and paste the following hyper-link into your internet browser.

http://www.solanocounty.com/depts/auditor/electronic payment to vendor (ach).asp

4.0. MINIMUM BID REQUIREMENTS

- 4.1 Contractor shall hold a National Association for Information Destruction (NAID) Certification.
- 4.2 Contractor Shall be Responsible for the Following Duties:
 - A. Obtain Level I Background Investigation for each employee servicing the County of Solano. Background Investigation screenings shall commence upon expiration of the IFB protest period. This process takes approximately four to six weeks to complete. Contractor's employees must successfully complete the Background Investigation

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prior to servicing Solano County. The fee for Background Investigations is \$328 per person.

- B. Contractor to complete document and electronic media destruction by using crosscut, diamond-cut, rotary cut, tear and crush shredding processes or hammermill and pulverizing processes for Solano County confidential, sensitive and non-sensitive materials on-site or off-site for all Solano County departments on an as needed basis and as follows, for the contract period as specified herein.
 - 1. There will be no charge for Certificates of Destruction.
 - 2. There will be no charge for holding bins or containers.

4.3 GENERAL REQUIREMENTS

- A. A certificate of destruction is required.
- B. Shredding trucks must have secured destructed materials receptacle.
- C. Provider will call no less than twenty-four (24) hours in advance if a scheduled pick-up cannot be met. In no case shall the pick-up be delayed more than forty-eight (48) hours.
- D. Additional pick-ups and will-calls are to be accomplished within seventy-two (72) hours.
- E. Provider's involvement in a recycling program is strongly recommended.
- 4.4 Contractor to furnish descriptive literature and line cards with pricing of different types and sizes of boxes and secure holding containers and bins for both paper and electronic media (e.g. hard drives, tapes, DVDs, flash drives). Paper and electronic media must be in separate secure containers. Bids received without the above may be cause for rejection of your bid.
- 4.5 Offsite shredding services shall be performed within 24 hours of the contractor receiving secured containers.
- 4.5 Scheduling for Contractor access into County buildings for pick-ups and deliveries will be as directed by individual departments.
- 4.5.1 Contractor's staff shall wear uniform or shirt with company logo and Solano County issued identification badge when onsite.
- 4.6. Certifications of Destructions and invoices must be received by requesting department before invoices will be paid.

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- 4.7. Contractors shall provide County departments with a Certificate of Destruction for all destruction services. The Certificate of Destruction shall include the following information:
 - Vendor company name
 - County department account
 - Unique transaction or workorder number
 - Address of destruction
 - Date of destruction
 - Method of destruction (e.g., shredding, pulverizing)
 - Item type (e.g., bins, boxes, CDs, hard drives, tapes)
 - Weight or quantity of items destroyed
 - Vendor employee witnessing destruction (full name and signature)
 - County employee witnessing destruction (full name and signature), marked as an optional field
- 4.8. All are to be performed by the Contractor and not sub-contracted to another vendor without Solano County's review and approval.
- 4.9. Contractors to furnish County departments with an itemized tag (work order) for all services. Itemization must include the following:
 - A. Service address
 - B. Description/size of recycle bin
 - C. Dates of service
 - D. Frequency of service (daily, weekly, bi-weekly, monthly, bi-monthly, as needed).
- 4.10. Contractor shall submit quarterly reports to the IFB Coordinator by the 10th day of the month, following the end of the reporting period. The reports shall be in Microsoft Excel or Access format and shall include the following:
 - A. Department/point of contact
 - B. Service address
 - C. Description/size of recycle bin
 - D. Quantity/unit of measure
 - E. Dates of service
 - F. Frequency of service

Vendor's failure to comply with reporting requirements may result in contract cancellation.

4.11. Solano County office locations are listed below with what is currently being used. The County does not guarantee Shredding Services will be required at all locations listed below, or any County offices that may be leased or constructed in the future.

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Dixon:

Department	Building	City	Frequency	Bin Type	Qty
Library	230 N 1st Street	Dixon	Monthly	Console	1

Fairfield:

Department	Building	City	Frequency	Bin Type	Qty
Assessor / Recorder	675 Texas Street, Suite 2700	Fairfield	Monthly	Console	3
Assessor / Recorder	675 Texas Street, Suite 2700	Fairfield	Monthly	96 Gallon	2
Assessor / Recorder	675 Texas Street, Suite 2700	Fairfield	Monthly	Media	1
Auditors' Office	675 Texas Street, Suite 2800	Fairfield	Quarterly	Console	2
Child Support Services	675 Texas Street, Suite 5700	Fairfield	Monthly	96 Gallon	3
County Administrators Office	675 Texas Street, Suite 6500	Fairfield	As Needed	Console	1
County Counsel	675 Texas Street, Suite 6600	Fairfield	Monthly	64 Gallon	1
Department of Agriculture	2543 Cordelia Road	Fairfield	Every 6 Months	64 Gallon	2
District Attorney Lab	2201 Courage Drive, Suite 2119	Fairfield	Monthly	Console	1
District Attorney's Office	604 Empire Street	Fairfield	Monthly	Console	1
District Attorney's Office	675 Texas Street, Suite 4500,	Fairfield	Monthly	Console	5
District Attorney's Office	675 Texas Street, Suite 4500,	Fairfield	Monthly	96 Gallon 64	2
District Attorney's Office	675 Texas Street, Suite 4500,	Fairfield	Monthly	64 Gallon	2
General Services Administration	675 Texas Street, Suite 2500	Fairfield	Monthly	Console	1
General Services Administration	675 Texas Street, Suite 2500	Fairfield	Monthly	96 Gallon	2
HSS - Admin Support Bureau	275 Beck Avenue, MS 5-100	Fairfield	Weekly	Console	1
HSS - Admin Support Bureau	275 Beck Avenue, MS 5-100	Fairfield	Weekly	96 Gallon	1
HSS - Admin Support Bureau	275 Beck Avenue, MS 5-100	Fairfield	Weekly	Media	1
HSS - Administration	275 Beck Avenue, MS 5-200	Fairfield	Weekly	Console	7
HSS - Administration	275 Beck Avenue, MS 5-200 2101 Courage Drive, MS 10-	Fairfield	Weekly	96 Gallon	2
HSS - Children's MH	270	Fairfield	2x per month	Console	5
HSS - CWS	275 Beck Avenue, MS 5-230	Fairfield	Weekly	Console	8
HSS - CWS	275 Beck Avenue, MS 5-230	Fairfield	Weekly	96 Gallon	1
HSS - Dental	2101 Courage Drive, MS 10- 300	Fairfield	2x per month	Console	2
HSS - E&E	275 Beck Avenue, MS 5-135	Fairfield	Weekly	Console	11
HSS - E&E	425 Executive Court, MS 7-100	Fairfield	2x per month	Console	4
HSS - E&E	427 Executive Court, MS 8-100	Fairfield	2x per month	Console	10
HSS - Family Health	2201 Courage Drive, MS 9-100	Fairfield	Monthly	Console	2
HSS - Family Health	2201 Courage Drive, MS 9-100	Fairfield	Monthly	64 Gallon	2
HSS - Managed Care	275 Beck Avenue, MS 5-235	Fairfield	Weekly	Console	1

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HSS - MH	675 Texas Street, Suite 3800,	Fairfield	Weekly	Console	1
HSS - MH Admin	275 Beck Avenue, MS 5-250	Fairfield	Weekly	Console	2
HSS - MH Fact	2101 Courage Drive, MS 10- 300	Fairfield	2x per month	Console	4
HSS - MH Medical Record	2101 Courage Drive, MS 10- 300	Fairfield	2x per month	Console	3
HSS - ODAS	275 Beck Avenue, MS 5-130	Fairfield	Weekly	Console	5
HSS - Pediatrics	2101 Courage Drive, MS 10- 150	Fairfield	2x per month	Console	2
HSS - Public Health	275 Beck Avenue, MS 5-240	Fairfield	Weekly	Console	2
HSS - Public Health Lab	2201 Courage Drive, MS 9-200	Fairfield	Monthly	Console 96	1
HSS - Records	275 Beck Avenue, MS 5-120	Fairfield	Weekly	Gallon	4
HSS - Records	275 Beck Avenue, MS 5-120	Fairfield	Weekly	Console	2
HSS - SIB	431 Executive Court, MS 2-200	Fairfield	2x per month	Console	6
HSS - Substance Abuse	2101 Courage Drive, MS 10- 100	Fairfield	2x per month	Console	2
HSS - WIC	2101 Courage Drive, MS 10- 100	Fairfield	2x per month	Console	1
Human Resources Dept	675 Texas Street, Suite 1800	Fairfield	2x per month	Console 64	5
Human Resources Dept	675 Texas Street, Suite 1800	Fairfield	2x per month	Gallon	1
IT Dept	675 Texas Street, Suite 3700	Fairfield	Monthly	Console	2
Library	1150 Kentucky Street	Fairfield	Monthly	Console	3
Library	601 Kentucky Street	Fairfield	Monthly	Console	1
Probation - Fairfield	475 Union Avenue	Fairfield	2x per month	Console	11
Probation - Fairfield	475 Union Avenue	Fairfield	2x per month	64 Gallon	5
Probation - Fairfield	475 Union Avenue	Fairfield	2x per month	Media	1
Probation - Juvenile	740 Beck Avenue	Fairfield	2x per month	Console	5
Probation - Juvenile	740 Beck Avenue	Fairfield	2x per month	64 Gallon	2
Probation - SIP	2195 Union Avenue	Fairfield	2x per month	Console	2
Public Defender - Alternate Defender	675 Texas Street, Suite 3600	Fairfield	2x per month	Console	2
Public Defender - Fairfield	675 Texas Street, Suite 3500	Fairfield	2x per month	Console	2
Public Defender - Fairfield	675 Texas Street, Suite 3500	Fairfield	2x per month	64 Gallon	2
Resource Management	675 Texas Street, Suite 5500	Fairfield	Monthly	Console	3
Sheriff's Office - Admin	2480 Claybank Road	Fairfield	Monthly	64 Gallon	1
Sheriff's Office - Claybank Jail	2500 Claybank Road	Fairfield	Monthly	64 Gallon 64	3
Sheriff's Office - Coroner's Office	520 Clay Street	Fairfield	Monthly	Gallon	1
Sheriff's Office - Jail	2450 Claybank Road	Fairfield	Monthly	64 Gallon	2
Sheriff's Office - Justice Center	530 Union Avenue	Fairfield	Weekly	64 Gallon	3
Sheriff's Office - OES	530 Clay Street	Fairfield	Monthly	64 Gallon	1
Sheriff's Office - Personnel	512 Clay Street	Fairfield	Monthly	64 Gallon	1
Sheriff's Office - Records / Warrants	530 Union Avenue	Fairfield	Weekly	96 Gallon	3

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Sheriff's Office - Records /				64	
Warrants	530 Union Avenue	Fairfield	Weekly	Gallon	1
				64	
Sheriff's Office - Rourk Vocational	2456 Claybank Road	Fairfield	Monthly	Gallon	1
				64	
Sheriff's Office - Warehouse	2500 Claybank Road	Fairfield	Monthly	Gallon	1
				96	
Treasurer/Tax Collector	675 Texas Street, Suite 1900	Fairfield	Monthly	Gallon	1
				64	
Veterans Service Office	675 Texas Street, Suite 4700	Fairfield	2x per month	Gallon	1

Vacaville:

Department	Building	City	Frequency	Bin Type	Qty
HSS - Children's MH	1119 E. Monte Vista Avenue, MS 32- 150	Vacaville	2x per month	Console	1
HSS - Dental	1119 E. Monte Vista Avenue, MS 32- 210	Vacaville	2x per month	Console	1
HSS - E&E	1119 E. Monte Vista Avenue, MS 32- 100	Vacaville	2x per month	Console	5
HSS - E&E	1119 E. Monte Vista Avenue, MS 32- 100	Vacaville	2x per month	64 Gallon	1
HSS - Family Health	1119 E. Monte Vista Avenue, MS 32- 200	Vacaville	2x per month	Console	3
HSS - Family Health	1119 E. Monte Vista Avenue, MS 32- 200	Vacaville	2x per month	64 Gallon	1
HSS - ICC	1119 E. Monte Vista Avenue, MS 32- 175	Vacaville	2x per month	Console	1
HSS - Mailroom	1119 E. Monte Vista Avenue, Mailroom	Vacaville	2x per month	Console	1
HSS - Substance Abuse	1119 E. Monte Vista Avenue, MS 32- 230	Vacaville	2x per month	Console	1
HSS - WIC	1119 E. Monte Vista Avenue, MS 32- 220	Vacaville	2x per month	Console	1
Library	1020 Ulatis Drive	Vacaville	Monthly	Console	1

Vallejo:

Department	Building	City	Frequency	Bin Type	Qty
				64	
District Attorney's Office	355 Tuolumne Street, Suite 3200	Vallejo	Weekly	Gallon	2
District Attorney's Office	355 Tuolumne Street, Suite 3200	Vallejo	Weekly	Console	1
	355 Tuolumne Street, MS 20-		2x per		
HSS - Children's MH	100	Vallejo	month	Console	2
	365 Tuolumne Street, MS 23-				
HSS - E&E	210	Vallejo	Weekly	Console	10
	365 Tuolumne Street, MS 23-			96	
HSS - E&E	210	Vallejo	Weekly	Gallon	1
	365 Tuolumne Street, MS 23-				
HSS - E&E	300	Vallejo	Weekly	Console	3
	365 Tuolumne Street, MS 23-			96	
HSS - E&E	300	Vallejo	Weekly	Gallon	1
	365 Tuolumne Street, MS 23-				
HSS - Family Health	100	Vallejo	Weekly	Console	3
	365 Tuolumne Street, MS 23-				
HSS - Fiscal Disbursement	310	Vallejo	Weekly	Console	2

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HSS - Hoteling	355 Tuolumne Street, MS 20- 350	Vallejo	2x per month	Console	1
Ties Tieteling	355 Tuolumne Street, MS 20-	vallojo	2x per	CONOCIO	•
HSS - ICC	150	Vallejo	month	Console	4
1100 0040	365 Tuolumne Street, MS 23-	\	\A/	0 1	
HSS - ODAS	330	Vallejo	Weekly	Console	1
HSS - Public Health	355 Tuolumne Street, MS 20- 240	Vallejo	2x per month	Console	2
HSS - Records	365 Tuolumne Street, MS 23- 320	Vallejo	Weekly	Console	7
1100 - 11000103	365 Tuolumne Street, MS 23-	vancjo	VVCCNIY	Juliane	1
HSS - SIB	340	Vallejo	Weekly	Console	1
HSS - Substance Abuse	355 Tuolumne Street, MS 20- 300	Vallejo	2x per month	Console	1
HSS - WIC	365 Tuolumne Street, MS 23- 350	Vallejo	Weekly	Console	1
Library	505 Santa Clara Street	Vallejo	Monthly	Console	1
Probation - CPC	355 Tuolumne Street	Vallejo	2x per month	Console	2
Probation - Vallejo	321 Tuolumne Street	Vallejo	2x per month	Console	2
Public Defender - Alternate Defender	355 Tuolumne Street, Suite 2300	Vallejo	2x per month	64 Gallon	1
Public Defender - Vallejo	355 Tuolumne Street, Suite 2200	Vallejo	2x per month	Console	2
Public Defender - Vallejo	355 Tuolumne Street, Suite 2400	Vallejo	2x per month	Console	1

TOTALS:

		BINS					
CITY	Weekly	2x per month	Monthly	Quarterly	Every 6 Months	As Needed	Grand Total
Dixon			1				1
Fairfield	56	78	50	2	2	1	189
Vacaville		16	1				17
Vallejo	33	18	1				52
Grand							
Total	89	112	53	2	2	1	259

5.0. <u>INSTRUCTIONS TO BIDDERS</u>

- 1. INFORMED BIDDERS. Before submitting bids, bidders must fully inform themselves of the conditions, requirements and specifications of the products or materials to be furnished. Failure to do so will be at bidder's own risk and they cannot secure relief on the plea of error.
- 2. BID FORMS. Bid must be submitted via electronic submission via Bonfire website at https://solanocounty.bonfirehub.com/login.
- 3. PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately

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on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

- 4. OFFERS OF MORE THAN ONE PRICE. Bidders are allowed to submit more than one bid but not more than two bids. Bidders may submit one base bid and one alternate bid. Where bidder submits more than one bid, one bid shall be marked "base bid" and the other shall be marked "alternate bid." Base bid and the alternate bid shall be submitted in accordance with the terms and conditions of this bid solicitation. The County reserves the sole right to accept or reject any alternate offer, in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.
- 5. TERMS OF THE OFFER. Solano County's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by Solano County. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.
- 6. BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean bidder has agreed to all the terms and conditions set forth in the pages of this solicitation including Exhibit A.
- 7. CANCELLATION OF CONTRACT. The County of Solano may cancel this contract without cause at any time by giving thirty (30) days written notice to the supplier/vendor. The County of Solano may cancel this contract with cause at any time by giving ten (10) days written notice to the vendor. Cancellation for cause shall be at the discretion of the County of Solano and shall be, but is not limited to, failure to supply the service specified within the time allowed or within the terms, conditions, or provisions of this contract. The successful bidder may not cancel this contract without prior written consent of Purchasing Services.
- 8. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the bidder's response. Bidder may submit an attachment entitled "Exception to Specifications," which must be signed by bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for the requirement. The County reserves the sole and independent right to accept or reject any exception or deviation in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.
- 9. COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.
- 10. FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the vendor, the vendor shall notify the County of Solano, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.
- 11. FORMATION OF CONTRACT. Bidder's signed bid and Solano County's written acceptance shall constitute a binding contract.

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- 12. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Solano, in the State of California. The parties further stipulate that the County of Solano, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.
- 13. NOMENCLATURES. The terms successful bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the County of Solano enters into a contract as a result of this solicitation.
- 14. SELL OR ASSIGN. The successful bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the County of Solano.
- 15. SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- 16. BID PREPARATION. Solano County shall not pay for any information herein requested, or is it liable for any costs incurred by prospective bidders.
- 17. PROMPT PAYMENT TERMS. Discounts for payments made twenty (20) days or more from receipt of invoice will be considered in award of bid. Payment discounts must be clearly shown on the Bid Form. Normal payment terms are net 30-45 days, after receipt of invoice and equipment acceptance.
- 18. TAXES-SALES. California sales tax should be shown separately on the bid form, when and where indicated (if not indicated on bid sheet do not include in your bid).
- 19. TAXES, FEDERAL EXCISE. The County of Solano is exempt from federal excise tax.
- 20. BIDS MUST BE SUBMITTED ON OR BEFORE THE SUBMISSION DATE AND TIME. Contractors shall respond to the IFB and any exhibits, attachments, or amendments. A contractor's failure to submit a bid as required on or before the deadline shall cause the bid to be disqualified.
- 21. BID SUBMITTALS. An electronic submission of Bids via Bonfire E-Procurement Platform Solano County Portal at https://solanocounty.bonfirehub.com/login are due no later than October 7, 2022 at 5:00 pm (PDT). Late submittals will not be accepted. The County will not pay any costs associated with the preparation, submittal, or presentation of any bid. Please register as a Vendor with E-Procurement Platform. Solano County Portal https://solanocounty.bonfirehub.com/login for uninterrupted notification and access to County bidding opportunities. The County will only accept submission of all bids via Bonfire Interactive E Procurement Platform. Any hard copy submission, any other submission method (email, fax, etc.) will be retained in the file unopened and will be considered disqualified from consideration in further bidding process.
- 22. BID AMENDMENT. The County shall not accept any amendments, revisions, or alterations to bids after the deadline for submittal.
- 23. BID WITHDRAWAL. To withdraw a bid, contractor must submit a written request, signed by an authorized representative, to the Bid Coordinator prior to the official deadline / submittal date and time. After withdrawing a previously submitted bid, the contractor may submit another at any time up to the deadline for submittals.

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- 24. BIDS FOR ADDITIONAL SERVICES. If a contractor indicates an offer of services in addition to those required by and described in this IFB, these additional services may be added to the contract before, or at any time during an agreed to contract period, at the sole discretion of the County.
- 25. BID ERRORS. Contractors are liable for all errors or omissions contained in their bids. Contractors will not be allowed to alter documents after the deadline for submitting bids.
- 26. CONFLICT OF INTEREST. By submitting a bid, the contractor certifies that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with the procurement under this IFB.
- 27. NON-DISCRIMINATION. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's contractors. Accordingly, all vendors entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places.
- 28. RIGHT TO REFUSE PERSONNEL. Any personnel involved in this service shall submit to a criminal history screening during the contract period, if directed by the County at contractor's sole expense. The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors that fails to submit to screening or for any other reason that is in the best interest of the County.
- 29. LICENSURE. The contractor must hold all necessary and applicable insurance, as well as all business and professional licenses. The County may require any or all contractors to submit evidence of proper documents.
- 30. PROTESTS. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of General Services. The protest shall be submitted in writing to the Director of General Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto. The protesting contractor/vendor shall file a detailed statement specifying the grounds for the protest. The protest letter must be mailed to the Director of General Services, 675 Texas Street, Suite 2500, Fairfield, CA 94533.
- 31. CONTRACT AWARD. The awarded bidder(s) will be issued a purchase order(s) by the County for the duration of each contract year.
- 32. CONTRACT MONITORING. The contractor shall be responsible for the completion of all work services set out in the contract. All work services are subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the contractor's place of business that are related to the performance of the contract. If the County requires such an inspection, the contractor shall provide reasonable access and assistance.

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33. CONTRACT AMENDMENT. If during the course of this contract, additions to and/or deletions from services provided are required as a result of changes to any statute, bylaw or regulation, the County shall notify the contractor. Added work shall be within the general scope of this IFB. In such instances, the County shall provide the contractor a written description of the additional work, and the contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the contractor's bid. If the County and the contractor reach an agreement regarding work services and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the contractor and must be approved by other County officials as required by County laws and regulations. The contractor shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

34. LOCAL VENDOR PREFERENCE:

34.1 In order to address the competitive disadvantage faced by local businesses that seek to enter into contracts with the County because of the higher costs of doing business in the County, and to encourage businesses to locate and remain in the County, the County has implemented a local preference policy.

34.2 Definition of Local Business

For purposes of this section, a "local business" means a business enterprise, including but not limited to a sole proprietorship, partnership, or corporation, which has the following:

- a valid business license issued from the County or a political subdivision within the County; and
- its principal business office, or a satellite office with at least one full-time employee, located in the County.

34.3. Preference

- Where the lowest responsible bidder is not a local business, the purchasing agent shall provide the lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with notice and an opportunity to reduce its bid to match that of the lowest responsible bidder. Notice shall be by telephone and either facsimile or electronic mail. The local business shall have five (5) business days after the date of such notice to match the lowest bid, in writing. Should the local business so match, it shall be deemed the lowest responsible bidder and receive the award.
- Should the lowest responsible local business bidder decline to match as set forth above, the purchasing agent shall provide the next lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with the same notice and opportunity to match the bid of the lowest responsible bidder as above. This process shall continue as necessary, until an award is made either to a responsible local business bidder within five percent (5%) of the lowest responsible bidder, or the lowest responsible bidder itself.
- In instances where a local business and a non-local business submit equivalent, lowest responsible bids, the purchasing agent shall give preference to the local business.

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• No contract awarded to a local business under this section shall be assigned or subcontracted in any manner that permits more than fifty (50) percent or more of the dollar value of the contract to be performed by an entity that is not a local business.

34.4 Declaration of Compliance

In submitting a bid subject to this section, a local business shall affirm its compliance with Sections 22-24 of the Solano County Code, on a form to be provided by the purchasing agent (Declaration form included in this bid

34.5 Notice

The purchasing agent shall provide adequate notice of the provisions of this section to prospective bidders.

34.6 Exceptions

The exceptions provided for in section 2.11 of the County's Purchasing & Contracting Policy Manual shall apply to this section. Furthermore, this section is made expressly inapplicable to public works or other projects to the extent the application would be prohibited by state or federal law.

35.0 BIDDER REGISTRATION WITH BONFIRE INTERACTIVE (EFFECTIVE IMMEDIATELY)

The County of Solano, Purchasing Services is now partnering with **Bonfire Interactive** to create an electronic procurement portal that will allow you to receive notifications of County business opportunities and submit bids and proposals to Solano County digitally. All Vendors who wish to compete for County work, must register with Bonfire Interactive.

BIDDER REGISTRATION PROCEDURE: To subscribe with Bonfire Interactive and receive electronic notifications regarding upcoming and/or current bidding opportunities with the County of Solano, visit the vendor registration page at https://solanocounty.bonfirehub.com/portal/?tab=login and follow the instructions provided.

When registration is completed, vendors will receive email notifications of bidding opportunities that match the commodity/services listed in the vendor profile. It is critical to list the National Institute of Purchasing (NIGP) codes related to the services and/or commodities offered by the vendors/contractors.

Remember that all vendors are also required to be register with the County of Solano. The vendor applications may be obtained here: (http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=31209).

For further information, please contact Solano County Purchasing Services at Purchasing@solanocounty.com or (707) 784-6320.

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6.0. ATTACHMENT AND EXHIBITS

Complete the following required attachments and include with bid response.

ATTACHMENT 1: BID SHEET

ATTACHMENT 2: SIGNATURE PAGE

ATTACHMENT 3: AGENCY REFERENCE FORM

ATTACHMENT 4: NON-COLLUSION DECLARATION FORM

ATTACHMENT 5: CERTIFICATE OF COMPLIANCE

ATTACHMENT 6: COUNTY RESERVATIONS

ATTACHMENT 7: DECLARATION OF LOCAL BUSINESS

ATTACHMENT 8: DEBARMENT CERTIFICATION

ATTACHMENT 9: IFB CHECKLIST

EXHIBIT A: PURCHASE ORDER TERMS AND CONDITIONS

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COUNTY OF SOLANO

INVITATION FOR BID (IFB) NO. 962-0819-23

COUNTY-WIDE DOCUMENT AND ELECTRONIC MEDIA SHREDDING SERVICES

BID SHEET

BID SHEET									
Submit Quote to						IFB Coordinator			
digitally via Bonfire E-Procurement Platform Solano County						Nes Despabiladeras			
Porta	l website	e at <u>https:/</u>	//solanocou	<u>inty.bonfire.com</u> c	or via	IFB Coordinator			
email	to RFP (Coordinato	r at			Email: <u>nadespabiladeras@so</u>	lanocounty.c	<u>com</u>	
nades	pabilad	<u>eras@solar</u>	nocounty.c	<u>om</u> or		Phone: 707-784-6322			
IFB Re	elease D	ate: Augus	st 26, 2022			Bid Submission Date : Octobe PDT	er 7, 2022 5:0	00 PM	
Please	e quote	on this she	et in space	s indicated below	for the a	articles described.			
Note:	for com	plete deta	ils, delivery	terms and other	requiren	nent, please refer to the IFB Se	ction A & B	entirely.	
Vend	lor Info	rmation:							
Name	e of the	Busines	s:			Contact Person:			
Addre	ess:					Email:			
						Phone Number:			
<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	MODEL/	ESTIMATED TIME	DI	ESCRIPTION / SPECIFICATION	UNIT PRICE	<u>TOTAL</u>	
			<u>BRAND</u>	ARRIVAL (ETA)					
						PRICE			
						SALES TAX			
						DISCOUNT			
						TOTAL PRICE			
DECLA	ARATION	N OF LOCAL	BUSINESS	: PLEASE CHECK O	NE: N	ES NO			
	AL NOTE								
THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ABOVE ARTICLE(S) AT THE PRICES AND TERMS STATED SUBJECT TO THE INSTRUCTIONS AND CONDITIONS OF THIS IFB.									
NAME:				SIGNATU	JRE:		DATE:		
EMAIL:	:			PHONE	NO.:	FΔX :			
	EMAIL: PHONE NO.: FAX:								

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SIGNATURE PAGE

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read following notices:	d, acknowledge, understand, and	I agree to the o	content(s) of the
Agency Reference Form			
Non-Collusion Declaration			
Certification of Compliance			
County Reservations			
Declaration of a Local Busin	ness		
Debarment Certification			
- 			
INITIAL. FORMS, ATTACHMENTS AND Public Works Reforms (Sb 854)		YES/NO/ N/A	INITIAL
Non-Collusion Declaration (Cordocument)	mplete form and return with bid		
Certification of Compliance			
County Reservations			
Other documents (Specify)			
SIGNATURE AND ACKNOWLEDG	MENT:		
COMPANY / FIRM NAME			
ADDRESS (INCLUDING ZIP)			
CONTACT PERSON:			
EMAIL AND WEBSITE PHONE	SIGNATURE.		

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AGENCY REFERENCE FORM

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

LIST OF REFERENCES

1. AGENCY OR FIRM NAME:	
BUSINESS ADDRESS:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DESCRIPTION OF SERVICE:	
DATES(S) WHEN SERVICE PROVIDED	
2. AGENCY OR FIRM NAME:	
BUSINESS ADDRESS:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DESCRIPTION OF SERVICE	
DATES(S) WHEN SERVICE PROVIDED	
3. AGENCY OR FIRM NAME:	
BUSINESS ADDRESS:	
CONTACT PERSON:	
TELEPHONE:	
DESCRIPTION OF SERVICE	
DATES(S) WHEN SERVICE PROVIDED	

I certify that I am authorized by the company named above to respond to this request. SIGNATURE AND ACKNOWLEDGMENT:

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE	SIGNATURE:	

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

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NON-COLLUSION DECLARATION	I PURSUANT TO PUBLIC	CONTRACT COI	DE SEC. 7106
The undersigned declares: I am the		of	,
the party making the foregoing bid.			

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed by:

READ AND ACKNOWLEDGE ON THE ATTACHMENT 2 SIGNATURE PAGE

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CERTIFICATION OF COMPLIANCE

CERTIFICATION:

The bidder does hereby make certification and assurance of the Proposer's compliance with:

a) The laws of the County of Solano:

http://www.codepublishing.com/CA/SolanoCounty/

b) Title VI of the federal Civil Rights Act of 1964:

https://www.justice.gov/crt/fcs/TitleVI-Overview

c) Title IX of the federal Education Amendments Act of 1972: https://www.justice.gov/crt/title-ix-education-amendments-1972

d) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:

https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity

e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:

https://www.ada.gov/pubs/adastatute08.htm

- f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,
- g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this IFB.

READ AND ACKNOWLEDGE ON THE ATTACHMENT 2 SIGNATURE PAGE

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COUNTY RESERVATIONS

COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:

The County of Solano reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended bid award will be determined to be the most professionally and technically able to render services and perform associated work in support of the department to fulfill all contract requirements.

Right of Rejection

The County reserves the reserves the rights:

- 1. To reject any and all bids, or to cancel this IFB in part or in its entirety.
- 2. To make a separate award of each item, a group of items or all items, and to make an award either in whole or in part (split bid) to more than one vendor (multiple awards), whichever is deemed to be in the best interest of the County.
- 3. To waive any variances in proposals provided such action is in the best interest of the County.
- 4. To amend this IFB at any time. The County also reserves the right to cancel or reissue the IFB at its sole discretion. Any bid received which does not meet the requirements of this IFB, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all the terms, conditions, and performance requirements of this IFB.
- 5. To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
- 6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.
- 7. To reject any and all proposals considered not to be in the best interest of the County.
- 8. To waive any and all minor irregularities in bids.
- 9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

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DECLARATION OF LOCAL BUSINESS

Solano County gives local businesses a preference in formal solicitations of goods and services as set forth in section 22-24 of the Solano county code. in order to qualify for this preference, a business must meet all of the following criteria:

- a valid business license issued from the county or a political subdivision within the county; and
- its principal business office, or a satellite office with at least one full-time employee, located in the county.

Section 2: Acknowledgement

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as defined in section 22-24 of the Solano county code.

All information submitted is subject to investigation, as well as disclosure to third parties under the California public records act. incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the county's local preference policy. false or dishonest responses will result in rejection of the bid and curtail the declarant's ability to conduct business with the county in the future. it may also result in legal action.

 Legal name of the business 	:			
2. Physical address of principa	al place of business or s	atellite office with	at least one emplo	yee:
street:	city:	state:	zip:	
3. Business license number is:				
i declare under penalty of perjur and correct and that this declare		state of California	that the foregoing	is true
I certify that I am authorized by		ove to respond to	this request.	
SIGNATURE AND ACKNOWLEDG	<u>GMENT:</u>			
COMPANY / FIRM NAME				
ADDRESS (INCLUDING ZIP)				
CONTACT PERSON:				
EMAIL AND WEBSITE			_	
PHONE	SIG	NATURE:		

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

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DEBARMENT CERTIFICATION

I ,	, by submitting a bid/offer/proposal/quote to the
County of Solano, under penalty of perjury,	, hereby certify that the Prospective Contractor and/or
its officers, directors, and employees:	

- (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program;
- (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and
- (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in contractor being excluded from participation in federally funded programs.

This representation shall be an ongoing representation during the term of any contract awarded to the Prospective Contractor. If awarded a contract, Prospective Contractor hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

Prospective Contractor authorizes the County to independently verify its suspension and debarment status.

Prospective Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

I certify that I am authorized by the company named above to respond to this request.

SIGNATURE AND ACKNOWLEDGMENT:

COMPANY / FIRM NAME	
ADDRESS (INCLUDING ZIP)	
CONTACT PERSON:	
EMAIL AND WEBSITE	
PHONE	SIGNATURE:

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

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IFB CHECKLIST

This Checklist is not comprehensive. it is the proposer's responsibility to ensure compliance with all requirements of this solicitation.		indicate by initialing
All required atta	chments, and exhibits as required by Solicitation?	
Attachment 1	Bid Sheet	
Attachment 2	Signature Page	
Attachment 3	Agency Reference Form	
Attachment 4	Non-Collusion Declaration	
Attachment 5	Certification of Compliance	
Attachment 6	County Reservations	
Attachment 7	Declaration of Local Business	
Attachment 8	Debarment Certification	
Attachment 9	IFB Checklist	
Any objections / comments: Specify:		
Cover letter in letterhead, contains signature and validity period		
Amendment documents are attached		

I certify that I am authorized by the company named above to respond to this request. SIGNATURE AND ACKNOWLEDGMENT:

COMPANY / FIRM NAME	
ADDRESS (INCLUDING ZIP)	
CONTACT PERSON:	
EMAIL AND WEBSITE	
PHONE	SIGNATURE:

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EXHIBIT A: PURCHASE ORDER TERMS AND CONDITIONS

- 1. Acceptance: By acceptance of this purchase order ("Purchase Order"), Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
- 2. Non-Discrimination: Seller agrees to provide services without discrimination based on race, creed, color, ethnic, or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.
- 3. Assignment: This Purchase Order is assignable by County. Except as to any payment due, this Purchase Order is not assignable by Vendor without written approval of County.
- 4. Cash Discounts: In connection with any cash discount specified on this Purchase Order, time will be computed from the later of the date of (1) complete delivery of the goods and/or services as specified, or (2) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning this discount, on the date of mailing of the County warrant or check.
- 5. Changes: County shall recognize no change to this Purchase Order by Vendor without written approval.
- 6. Compliance with Laws: Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this Purchase Order.
- 7. Governing Law: This contract shall be construed and interpreted according to the laws of the State of California.
- 8. Delivery: Unless otherwise specified in writing in this Purchase Order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this Purchase Order. Transportation receipts, if allowed by Purchase Order, must accompany invoice. Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, and it will be the seller's responsibility to pick up rejected goods and materials, make the necessary corrections and redeliver acceptable goods and materials timely. Delivery is defined as complete delivery in good order, at place designated in the Specifications/Purchase Order.
- 9. Insurance: Vendor shall maintain Workers' Compensation insurance as required by statute and Commercial General Liability insurance adequate to protect Vendor and Vendor's obligations to protect the County from claims due to personal injury, including death, and damage to property, which may arise from operations under this Purchase Order. The Vendor may be required to file with the County certificates of such insurance naming County as an additional insured. Failure to furnish such evidence, if required, may be considered a material

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default of the Vendor and result in cancellation of this Purchase Order.

- 10. Force Majeure: Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination thereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this Purchase Order.
- 11. Formal Bids: In the event this Purchase Order was issued as a result of a formal bid, terms and conditions of that bid are incorporated into this Purchase Order and are a part of this Purchase Order. In the event of any conflict or inconsistency between the terms of this Purchase Order and the terms of a formal bid, the terms of the formal bid shall control.
- 12. Hazardous Materials: If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet," pursuant to Cal/OSHA requirements, referencing this Purchase Order/sub order number with the product shipment.
- 13. Timeliness: Time is of the essence and this Purchase Order is subject to termination for failure to deliver services and/or products on time.
- 14. Indemnity: Vendor shall defend and indemnify the County and the employees and agents of the County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this Purchase Order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (1) to the extent they arise from the active concurrent negligence of County Parties, or (2) caused by the sole negligence or willful misconduct of County Parties.
- 15. Sales and Use Tax: On invoices, show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use Tax. Deduct cash discount before computing Sales and Use Tax.
- 16. Termination for Cause Cancellation: The County may, by written notice of default to the Vendor, terminate this Purchase Order in whole or in part, should the Vendor to fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this Purchase Order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this

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Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

- 16.1 If, after termination of this Purchase Order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 17, Termination for Convenience.
- 17. Termination for Convenience: The County may, by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata Purchase Order price for any delivered and accepted portion of the Purchase Order. In no event shall the County be liable for any loss of profits on the Purchase Order or portion thereof so terminated.
- 18. Conflict of Interest: No officer or employee of the County may have any financial interest, direct or indirect, in this Purchase Order, nor may any officer or employee participate in any decision relating to the Purchase Order that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation. No person may offer, give, or agree to give any County officer or County employee or former County officer or County employee, nor may any County officer or County employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.
- 19. Warranty: Vendor agrees that any goods and/or services furnished under this Purchase Order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any right afforded to the County by any other Article of this Purchase Order or by any applicable Uniform Commercial Code warranties.
- 20. Disallowance: In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.
- 21. Debarment Certification: Certification regarding debarment, suspension or other ineligibility: (applicable to all orders or agreements funded in part or in whole with federal funds) The Supplier agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).

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