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DEPARTMENT OF GENERAL SERVICES  
Support Services Division



SOLANO  
COUNTY

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675 Texas Street, Suite 2500  
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**INVITATION FOR BIDS(IFB)  
NO.: 750-1028-23  
FOR  
HOT APPLIED ASPHALT CRACK SEALANT  
(\* MATERIAL ONLY)**

\*COUNTY PERSONNEL WILL APPLY MATERIAL TO ROAD SURFACE.

**DEPARTMENT OF RESOURCE MANAGEMENT  
PUBLIC WORKS OPERATIONS DIVISION**

**IFB RELEASE DATE: NOVEMBER 1, 2022  
SUBMISSION DATE: NOVEMBER 22, 2022 4:00 PM, PST**

**LATE BIDS WILL NOT BE ACCEPTED**

SUBMIT IFB TO:	IFB COORDINATOR
Solano County via Bonfire E-Procurement Platform Solano County Portal website at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a>	Umiika Wright, Sr. Buyer <a href="mailto:UWright@solanocounty.com">UWright@solanocounty.com</a>

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](http://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."

**DEPARTMENT OF GENERAL SERVICES**

Support Services Division



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**November 1, 2022**

**INVITATION FOR BID (IFB) NO.: 750-1028-23  
HOT APPLIED ASPHALT CRACK SEALANT (\*MATERIAL ONLY)**

**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 November 22, 2022 4:00PM, Pacific Standard Time (PST), 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.

Umiika Wright  
Senior Buyer, IFB Coordinator

## 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 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 (the "County"), is soliciting bids to procure **45,000-pounds highway/road Hot Applied Asphalt Crack Sealant, California Department of Transportation (Caltrans) type III. See Section 4.0 for CALTRANS specifications sheet.**
3. **THIS SOLICITATION IS FOR PRODUCT ONLY. THE COUNTY'S PUBLIC WORKS DIVISION PERSONNEL WILL APPLY SEALANT TO ROAD SURFACE.**
4. 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 deemed in the best interest of the County. The award may not necessarily be to the lowest bid but to the vendor determined to be in the best interest of the County and to the vendor most professionally and technically able to render services and perform associated work in support of the County and fulfill all contract requirements.
5. 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.
5. Services and/or commodities are 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.
6. Contractor is to submit with bid one copy of descriptive literature, including any pictures or drawings and a specification sheet.
7. Bidders are responsible for checking Bonfire E-Procurement Platform, Solano County Portal frequently for any current information and documents pertained to this IFB.
8. Bid shall be valid for at least for 90 days after IFB closing date.
9. 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 [UWright@solanocounty.com](mailto:UWright@solanocounty.com) no later than **November 8, 2022 5:00 PM PST**. Response to written questions will be posted on the Bonfire Website Solano County Portal no later than **November 9, 2022 5:00 PM PST**. If there is a delay in posting responses, the bid submission due date may be extended in the sole discretion of the County. The County will not assure any response to questions/inquiries received after this date.
10. Samples: The County reserves the right to require a bidder to furnish samples of any item within seven 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 not be returned to bidder.

## **2.0. CONTRACT TYPE AND DURATION**

This is a Firm-Fixed-Price contract and shall be in the form of Purchase Order and all requirements, terms and conditions of this solicitation shall be incorporated in the PO by reference.

## **3.0. DELIVERY TERMS AND CONDITION**

1. Delivery of supply is F.O.B **Solano County, Public Works Facility located at 3255 North Texas Street, Fairfield California 94533.**
2. Bidder shall schedule one-time delivery to take place on **December 22, 2022 5:00PM**. The County reserves the right to confirm actual delivery date in the Purchase Order.

## **4.0. SPECIFICATIONS - CALTRANS CRACK TREATMENT MATERIAL**

Bidder shall submit a signed statement indicating that quoted items comply with the Caltrans specifications for Type 3 sealant. It is the bidder's responsibility to contact Caltrans to ascertain complete state specifications. Failure to submit statement may cause bid response to be unresponsive and may be rejected by the County.

**NOTE: THE BELOW CALTRANS SPECIFICATIONS MAY NOT BE COMPLETE. IT IS THE BIDDER'S RESPONSIBILITY TO OBTAIN CURRENT AND COMPLETE SPECIFICATIONS FROM CALTRANS.**

1. If vendor's product is not on the [California Department of Transportation](#) (Caltrans) approved product list for crack treatment material (see IFB attachment 1) for Type 3 material, vendor's product specifications shall meet or exceed the specifications in the below table (Caltrans specifications).
2. If the County cannot discern that vendor's provided specifications meet or exceed Caltrans specifications, the County reserves the right to reject the bid. Vendor's specifications need to be thorough and comply with all "Quality Characteristics and the ASTM Test Method" in the following table.

**Crack Treatment Material (ref: Caltrans STD Specification 2015)**

Quality characteristic <sup>a</sup>	Test method <sup>b</sup>	Requirement				
		Type 1	Type 2	Type 3	Type 4	Type 5
Softening point (min, °C)	ASTM D36/D36M	102	96	90	84	84
Cone penetration at 77 °F (max)	ASTM D5329	35	40	50	70	90
Resilience at 77 °F, unaged (%)	ASTM D5329	20–60	25–65	30–70	35–75	40–80
Flexibility <sup>c</sup> (°C)	ASTM D3111	0	0	0	-11	-28
Tensile adhesion (min, %)	ASTM D5329	300	400	400	500	500
Specific gravity (max)	ASTM D70	1.25	1.25	1.25	1.25	1.25
Asphalt compatibility	ASTM D5329	Pass	Pass	Pass	Pass	Pass
Sieve test (% passing)	See note d	100	100	100	100	100

<sup>a</sup>Cold-applied crack treatment material residue collected under ASTM D6943, Method B and sampled under ASTM D140 must comply with the grade specifications.

<sup>b</sup>Except for viscosity, cure each specimen at a temperature of 23 ± 2 °C and a relative humidity of 50 ± 10 percent for 24 ± 2 hours before testing.

<sup>c</sup>For the flexibility test, the specimen size must be 6.4 ± 0.2 mm thick by 25 ± 0.2 mm wide by 150 ± 0.5 mm long. The test mandrel diameter must be 6.4 ± 0.2 mm. The bend arc must be 180 degrees. The bend rate must be 2 ± 1 seconds. At least 4 of 5 test specimens must pass at the specified test temperature without fracture, crazing, or cracking.

<sup>d</sup>For hot-applied crack treatment, dilute with toluene and sieve through a no. 8 sieve. For cold-applied crack treatment, sieve the material as-received through a no. 8 sieve. If the manufacturer provides a statement that added components passed the no. 16 sieve before blending, this requirement is void.

3. Crack treatment material must be delivered to the job site with the information listed below. If crack treatment material is delivered to the job site in containers, each container must be marked with the following information.

- a. Manufacturer's name
- b. Production location
- b. Brand or trade name
- c. Designation
- d. Crack treatment trade name
- e. Batch or lot number
- f. Maximum heating temperature
- g. Expiration date for cold application only

4. Hot-applied crack treatment must be delivered to the job site premixed in fully melt able Styrofoam containers (**NO CARDBOARD**) with melt able inclusion liners or in a fully melt able package.
5. Cold-applied crack treatment must have a minimum shelf life of 6 months from the date of manufacture.
6. Sand applied to tacky crack treatment material must be clean, free of clay, and comply with the gradation shown in the following table:

**Sand Gradation**

Sieve size	Percent passing
No. 4	100
No. 50	0–30
No. 200	0–5

**5.0. INSTRUCTIONS TO BIDDERS**

**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 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.** The County’s acceptance of bidder’s offer shall be limited to the terms herein unless expressly agreed in writing by the 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.

**7. CANCELLATION OF CONTRACT.** The County may cancel any contract that results from this IFB without cause at any time by giving 30 days written notice to the supplier/vendor. The

County may cancel any contract that results from this IFB with cause at any time by giving ten days' written notice to the vendor. Cancellation for cause shall be at the discretion of the County and shall be, but is not limited to, failure to supply the service or goods specified within the time allowed or within the terms, conditions, or provisions of the contract. The successful bidder may not cancel the contract without prior written consent of the County.

8. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. By submitting a bid in response to this IFB, bidders agree that the goods and/or services offered will meet all the requirements of the specifications in this solicitation unless deviations 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. FORMATION OF CONTRACT. Bidder's signed bid and Solano County's written acceptance shall constitute a binding contract.

11. LAWS GOVERNING CONTRACT. Any contract resulting from this IFB shall be in accordance with the laws of the State of California. The parties stipulate that the contract is 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 of the contract or any questions risen therefrom.

12. 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 enters into a contract as a result of this solicitation.

13. SELL OR ASSIGN. The successful bidder shall not have the right to sell, assign, or transfer, any rights or duties under their bid or a resulting contract without the specific written consent of the County.

14. BID PREPARATION. Solano County shall not pay for any information herein requested and is not responsible for any costs incurred by prospective bidders.

15. 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. 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](http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_ach.asp)

16. 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).

17. TAXES, FEDERAL EXCISE. The County of Solano is exempt from federal excise tax.

18. BIDS MUST BE SUBMITTED ON OR BEFORE THE SUBMISSION DUE DATE AND TIME.

Vendors shall respond to the IFB and any exhibits, attachments, or amendments. A vendor's failure to submit a bid as required on or before the deadline shall cause the bid to be disqualified.

19 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 November 22, 2022 4:00 PM (PST)** and must include all attachments. **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 at <https://solanocounty.bonfirehub.com/login> for uninterrupted notification and access to County bidding opportunities. The County will only accept submission of 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.

20. BID AMENDMENT. The County shall not accept any amendments, revisions, or alterations to bids after the deadline for submittal.

21. 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 bid at any time up to the deadline for submittals.

22. BIDS FOR ADDITIONAL SERVICES. If a contractor indicates an offer of services or goods 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.

23. 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.

24. 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.

25. 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.

26. RIGHT TO REFUSE PERSONNEL. Any personnel involved in the provision of these goods or 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.

27. 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.

28. 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 calendar days of notice of award. The protesting contractor/vendor shall file a detailed statement specifying the grounds for the protest. The protest letter must be delivered or mailed to the Director of General Services, 675 Texas Street, Suite 2500, Fairfield, CA 94533.

### 30. LOCAL VENDOR PREFERENCE:

30.1 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.

#### 30.2 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.

#### 30.3. 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.
- 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.

#### 30.4 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).

#### 30.5 Notice

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

#### 30.6 Exceptions

The exceptions provided for in section 1.1.11 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.

### 31.0 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](mailto:Purchasing@solanocounty.com) or (707) 784-6320.

## **6.0. ATTACHMENT AND EXHIBITS**

Complete the following required attachments and include with bid response.

ATTACHMENT 1: CALTRANS CRACK TREATMENT MATERIAL PRODUCT LIST  
ATTACHMENT 2: BID SHEET  
ATTACHMENT 3: SIGNATURE PAGE  
ATTACHMENT 4: QUESTIONS AND ANSWERS SHEET  
ATTACHMENT 5: AGENCY REFERENCE FORM  
ATTACHMENT 6: NON-COLLUSION DECLARATION FORM  
ATTACHMENT 7: CERTIFICATE OF COMPLIANCE  
ATTACHMENT 8: RESERVATION  
ATTACHMENT 9: DRUG FREE WORKPLACE CERTIFICATE  
ATTACHMENT 10: DECLARATION OF LOCAL BUSINESS  
ATTACHMENT 11: DEBARMENT CERTIFICATION  
ATTACHMENT 12: DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS  
ATTACHMENT 13: IFB CHECKLIST

EXHIBIT C: GENERAL TERMS AND CONDITIONS

**INVITATION FOR BIDS(IFB) NO.: 750-1028-22  
HOT APPLIED ASPHALT CRACK SEALANT  
(\*MATERIAL ONLY)**

**CALTRANS CRACK TREATMENT MATERIAL APPROVED PRODUCT LIST**

*(the following downloaded from the site on October 27, 2022)*

A crack treatment material will be considered for addition to the Department's approved list if the producer of the material submits a lab size sample, along with their certified test results. Approval will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Submit samples and test results to the address below. Manufacturers are limited to a maximum of five approved products.

**Crack Treatment Material, Date: October 27, 2022,  
Department of Resource Management,  
Prepared By: Craig Pyle, Engineering Services Supervisor, Phone: (707) 784-3122,  
address 675 Texas St. Suite #5500, Fairfield, CA 93533**

**FLEXIBLE PAVEMENT CRACK TREATMENT MATERIAL**

<b>MANUFACTURER</b>	<b>PRODUCT NAME</b>	<b>CALTRANS TYPE</b>
Crafco, Inc	Deery 220 CA	1
Maxwell Products	Elastoflex CA	1
Crafco, Inc	Polyflex CA Type 1.2	1 and 2
Crafco, Inc	Mastic One	1
Crafco, Inc	Deery 200CA	2
Crafco, Inc	Polyflex CA Type 1.2	2
Maxwell Products	Elastoflex CA	2
Adventus Materials	Pavement Camoseal	2
Maxwell Products	Nuvo CS C	2
Crafco, Inc	Mastic One	2
Crafco, Inc	Deery 180CA	3
Crafco, Inc	Polyflex CA Type 3	3
Maxwell Products	Nuvo CS C	3
RW Materials, LLC	RW306CS3	3
Right Point Company	RP 5078 B	3
Adventus Materials	Pavement Camoseal	3
Maxwell Products	Elastoflex CA	3
Crafco, Inc	Polyflex CA Type 4	4
Crafco, Inc	Deery 103GLCA	4
Maxwell Products	Elastoflex CA Type 4	4
RW Materials, LLC	RW306 CS4	4
Adventus Materials	Pavement Camoseal	4
Crafco, Inc	Roadsaver Type 5	5
Maxwell Products	Elastoflex CA Type 5	5
Right Point Company	RP 3405	5

The effective period for this list is variable. Other products may be considered subject to evaluation and approval by the Department. If you have questions about this list contact, Craig Pyle at (707) 784-3122 or at [capyle@solanocounty.com](mailto:capyle@solanocounty.com) . Last revised 10/28/2022



## COUNTY OF SOLANO

**INVITATION FOR BID (IFB) NO. 750-1028-22  
HOT APPLIED ASPHALTIC CRACK SEALANT**
**BID SHEET**

<b>SUBMIT BID TO:</b>			<b>IFB COORDINATOR</b>			
Solano County digitally via Bonfire E-Procurement Platform Solano County Portal at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a>			Umiika Wright, Sr. Buyer, Email: <a href="mailto:UWright@solanocounty.com">UWright@solanocounty.com</a>			
IFB RELEASE DATE		11/01/22	BID SUBMISSION DATE		11/22/2021 4:00: PM PST	
<b>VENDOR / BIDDER INFORMATION</b>						
<b>BIDDER NAME</b>						
<b>ADDRESS</b>						
<b>CONTACT PERSON</b>						
<b>EMAIL ADDRESS</b>						
<b>PHONE / FAX</b>						
ITEM NO	QTY	UNIT	DESCRIPTION/SPECIFICATION	BRAND NAME AND PRODUCT NUMBER	UNIT PRICE PER POUND	EXTENDED PRICE
1	45,000	POUND	ASPHALT CRACK SEALANT, HOT APPLIED, PER STATE OF CALIFORNIA CALTRANS SPECIFICATIONS FOR TYPE III MATERIAL.			
2	1	EA	CHARGE, SHIPPING FOB DESTINATION. LIMIT SHIPPING TO ONE (1) LEGAL TRUCK			
<b>DELIVERY ADDRESS</b>			3255 North Texas Street, Fairfield California 94533.	<b>SUBTOTAL</b>		
<b>DELIVERY TERM:</b>			FOB DESTINATION	<b>DISCOUNT BY (%) OR AMOUNT</b>		
<b>DELIVERY DATE:</b>			AS SPECIFIED IN THE IFB	<b>TAX @ 8.375%</b>		
<b>BID VALID FOR</b>			THIS BID SHALL BE VALID FOR 90 DAYS	<b>EXTENDED TOTAL PRICE</b>		
<b>IMPORTANT NOTES:</b>						
1	ORDER SHALL BE PACKAGED IN MELTABLE BLOCKS WEIGHING APPROXIMATELY 30-40 POUNDS EACH. MATERIAL SHALL BE PALLETIZED FOR SHIPPING. QUOTE PRICE PER POUND. NOTE: SEALANT SIZE MUST BE ABLE TO FIT THROUGH OPENING OF COUNTY'S MARATHON KERA 145HD KETTLE AND SEAL MASTER' S CRACKPROOF TR125D.					
2	THE COUNTY RESERVES THE RIGHT TO DETERMINE THE EQUALITY OF ANY PRODUCT TO CALTRANS SPECIFICATIONS.					
3	ALL SHIPPING COST WILL BE ADDED TO BIDDER'S OVERALL BID TOTAL.					
4	BIDDER TO INCLUDE ONE COPY OF LITERATURE AND SPECIFICATION SHEET WITH BID. FAILURE TO DO SO MAY RENDER BID UNRESPONSIVE AND MAY BE REJECTED BY THE COUNTY. ALSO, INCLUDE PICTURE/IMAGES OF PRODUCT OFFERED. ALSO, SEE IFB SECTION I, ITEM 4C.					
5	IT IS BIDDER'S RESPONSIBILITY TO REFERENCE CALTRANS FOR COMPLETE SPECIFICATIONS FOR TYPE III MATERIAL.					
6	THIS BID IS FOR MATERIAL ONLY. THE COUNTY WILL APPLY PRODUCT TO HIGHWAY/ROAD SURFACE.					
<b>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.</b>						
<b>NAME</b>			<b>SIGNATURE</b>			
<b>DATE:</b>						

**COUNTY OF SOLANO  
 INVITATION FOR BIDS(IFB) NO.: 750-1028-23  
 HOT APPLIED ASPHALT CRACK SEALANT  
 (\*MATERIAL ONLY)**

**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, acknowledge, understand, and agree to the content(s) of the following notices:

CERTIFICATION – RESPOND TO THE FOLLOWING BY WRITING **(YES)**, **(NO)** OR **(N/A)**, AND INITIAL.

FORMS, ATTACHMENTS AND CERTIFICATIONS	YES/NO/ N/A	INITIAL
Public Works Reforms (Sb 854) Fact Sheet		
Non-Collusion Declaration (Complete form and return with bid document)		
Certification of Compliance		
County Reservations		
Other documents (Specify) _____		

SIGNATURE AND ACKNOWLEDGMENT:

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

**COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT**

**COUNTY OF SOLANO  
 INVITATION FOR BIDS(IFB) NO.: 750-1028-23  
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 (\* MATERIAL ONLY)**

**QUESTIONS AND ANSWERS FORM**

Any questions regarding this solicitation shall be submitted according to the process outlined below and as specified in the solicitation document. The county's response to questions will be as specified in the solicitation documents.

1. Submit questions or concerns on this provided form by **November 8, 2022 at 5:00 PM PST**.
2. State your question(s) in the table and reference the section of the solicitation (if applicable).
3. Submit the form (Microsoft word only) via email to solicitation coordinator at email at [UWright@solanocounty.com](mailto:UWright@solanocounty.com), or via Bonfire website at <https://solanocounty.bonfirehub.com>.  
 Please contact the IFB coordinator with any questions regarding this process, preferably via email.

QUESTIONS AND ANSWER

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	COUNTY RESPONSE (FOR COUNTY USE ONLY)

SIGNATURE AND ACKNOWLEDGMENT:

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

**COUNTY OF SOLANO  
 INVITATION FOR BIDS(IFB) NO.: 750-1028-23  
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 (\*MATERIAL ONLY)**

**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**

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



**COUNTY OF SOLANO  
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**NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE 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 3 SIGNATURE PAGE**

**COUNTY OF SOLANO  
INVITATION FOR BIDS(IFB) NO.: 750-1028-23  
HOT APPLIED ASPHALT CRACK SEALANT  
(\* MATERIAL ONLY)**

**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 3 SIGNATURE PAGE**

**COUNTY OF SOLANO  
INVITATION FOR BIDS(IFB) NO.: 750-1028-23  
HOT APPLIED ASPHALT CRACK SEALANT - (\*MATERIAL ONLY)**

**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.

**READ AND ACKNOWLEDGE ON THE ATTACHMENT 3 SIGNATURE PAGE**

**COUNTY OF SOLANO  
 INVITATION FOR BIDS(IFB) NO.: 750-1028-23  
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**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

<b>COMPANY / ORGANIZATION NAME</b>	
------------------------------------	--

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

- (a) The dangers of drug abuse in the workplace;
  - (b) The person's or organization's policy of maintaining a drug-free workplace;
  - (c) Any available counseling, rehabilitation and employee assistance programs;
- and
- (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

- (a) Will receive a copy of the company's drug-free policy statement; and
- (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

<b>FEDERAL TAX I.D. NUMBER</b>	
--------------------------------	--

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

**SIGNATURE AND ACKNOWLEDGMENT:**

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

**COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT**

**COUNTY OF SOLANO  
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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.

1. Legal name of the business: \_\_\_\_\_
2. Physical address of principal place of business or satellite office with at least one employee:  
 street: \_\_\_\_\_ city: \_\_\_\_\_ state: \_\_\_\_\_ zip: \_\_\_\_\_
3. Business license number issued by county of Solano: \_\_\_\_\_

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

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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(\* MATERIAL ONLY**

**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:

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**PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations.

Note: if no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.

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**SIGNATURE AND ACKNOWLEDGMENT**

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

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**COUNTY OF SOLANO  
 INVITATION FOR BIDS(IFB) NO.: 750-1028-23  
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**IFB CHECKLIST**

<b>This Checklist is not comprehensive. it is the proposer’s responsibility to ensure compliance with all requirements of this solicitation.</b>		<b>indicate by initialing</b>
All required attachments, and exhibits as required by Solicitation?		
Attachment 1	Caltrans Crack Treatment Material Product List	
Attachment 2	Bid Sheet	
Attachment 3	Signature Page	
Attachment 5	Agency Reference Form	
Attachment 6	Non-Collusion Declaration Form	
Attachment 7	Certificate of Compliance	
Attachment 9	Drug Free Workplace Certificate	
Attachment 10	Declaration of Local Business	
Attachment 11	Debarment Certification	
Attachment 12	Disclosure of Criminal and Civil Proceedings	
Attachment 13	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:

**COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT**



**GENERAL TERMS AND CONDITIONS**

Note: Please make sure to incorporate the most recent Exhibit C.

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to

generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

### B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- |  |   |   |
|--|---|---|
| (1) General Liability:<br>(Including operations, products and completed operations.) | <b>\$2,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:  | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:   | As required by the State of California. |   |
| (4) Employer's Liability:  | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |

### D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- |                      |                    |   |
|----------------------|--------------------|---|
| (1) Cyber Liability: | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or |
|----------------------|--------------------|---|

destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

**8. BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

**9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

**10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages,

including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## **11. INDEPENDENT CONTRACTOR**

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## **12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

### **13. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

### **14. CONFIDENTIALITY**

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

### **15. CONFLICT OF INTEREST**

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from

personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

## **16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

## **17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

## **18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

## **19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

## **20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## **21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

## **22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

## **23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

## **24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

## **26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.



## **27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

## **30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

## **32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a)

comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that 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.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County Processing Contractor's payment.

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered

by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

### **38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.