

DEPARTMENT OF GENERAL SERVICES
Central Services Division

MEGAN M. GREVE
Director
MMGreve@SolanoCounty.com
(707) 784-7900

DUSTIN D. LENO
Assistant Director
ddlno@solanocounty.com
(707) 784-7900



LORRAINE TANG
Support Services Manager
ltang@solanocounty.com
(707) 784-3426

675 Texas Street, Suite 2500
Fairfield, CA 94533-6342
Fax (707) 784-6320
www.solanocounty.com

**INVITATION FOR BIDS(IFB)
NO.: 405-0206-24
FOR
BULK FUEL, UNLEADED GASOLINE AND
RENEWABLE DIESEL (RD99)
GENERAL SERVICES DEPARTMENT
FLEET MANAGEMENT DIVISION**

**IFB RELEASE DATE: February 6th, 2023 10:00 AM PST
SUBMISSION DEADLINE: March 7th, 2023 5:00 PM PST**

LATE BIDS WILL NOT BE ACCEPTED

SUBMIT IFB TO:	BUYER
Solano County via Bonfire E-Procurement Platform Solano County Portal website at https://solanocounty.bonfirehub.com	James Kasey, Buyer jckasey@solanocounty.com Phone: 707-784-6976

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.**

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**SOLANO
COUNTY**

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DATE: February 6th, 2023

**INVITATION FOR BIDS (IFB) NO: 405-0206-24
BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99)**

ATTENTION: ALL PROSPECTIVE BIDDERS

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>.

Bids **MUST** be electronically submitted via Bonfire website <https://solanocounty.bonfirehub.com/login>, no later than March 7th, 2023 PM, Pacific Standard Time (PST), at which time, the County will access and evaluate all bids in accordance with the County specifications and contract documents. Any hard copy submissions, submissions via email, or late submissions will not be opened and will be disqualified.

It is the bidder's responsibility to ensure that any bid is submitted in 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 the bid submission date.

Respectfully.

James Kasey

Buyer

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 bidders or vendors. As used in this IFB, the term 'bidder', 'bidder' or 'vendor' shall mean and include the bidder, its employees, and agents.
 - a. The County of Solano, on behalf of the Fleet Department, hereinafter referred to as the "County," is soliciting bids to establish an annual price agreement for bulk fuel (unleaded gasoline, E-85, diesel and RD99) for the County's Fleet Management Division located in Fairfield, California.
 - b. Bidder shall provide all materials necessary to furnish various types of bulk fuel to the County as specified. This IFB details deliverables and terms and conditions as required by the County.
 - c. Bidder's quoted price shall include all expenses and requirements necessary to provide the County with bulk fuel as specified in this IFB.
2. Questions regarding this solicitation shall be posted via Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com/login> or submitted in writing to the buyer, email at jckasey@solanocounty.com no later than February 27th, 2023. Response to written questions will be posted on the Bonfire Website Solano County Portal no later than March 2nd, 2023. 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.
3. 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

1. This is a Firm-Fixed-Price contract and shall be in the form of Blanket Purchase Order (BPO) and all requirements, terms and conditions of this solicitation shall be incorporated in the BPO by reference.
2. Period of performance for this contract is one year with an effective period of July 1, 2023 through June 30, 2024. The County reserves the right to extend contract for two additional one-year periods, for up to a total of three years, upon mutual agreement of both parties to the contract.
3. In submitting a bid in response to this IFB, Bidder acknowledges it has reviewed the Terms and Conditions to the Solano County Standard Contract attached to this IFB as

Exhibit C and has accepted them with or without qualification. If the bidder makes qualifications, those qualifications must be identified and listed along with suggested modifications to the terms and conditions. If the bidder makes not qualifications, then it shall be deemed that the bidder accepts these items without reservation or any qualifications.

3.0. DELIVERY TERMS AND CONDITION

1. Delivery of supply is F.O.B Solano County, Fleet Management Division located at 3255 N Texas Street, Fairfield California 94533.
2. Bidder shall schedule one-time delivery to take place on July 5th, 2023. The County reserves the right the confirm actual delivery date in the Purchase Order.

4.0. SPECIFICATION/DESCRIPTION

1. The County is soliciting bids for its requirements for gasoline and diesel fuel according to all terms, conditions and specifications contained in this IFB.
2. Only products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted.
3. Each bidder shall provide bids as cents per gallon over or under Oil Price Information Services (OPIS) published daily average price for the best available rack. This bid price markup or markdown shall remain firm-fixed for the length of the initial contract. Prices will be based on F.O.B. delivered; separate freight charges, including surcharges, will not be considered. Vendor to provide daily OPIS pricing print-out for unbranded product for each fuel delivery along with invoice.
4. Taxes: State sales tax and all other applicable taxes shall be added to the invoice after receipt of product. Sales tax rate for Solano County varies by city. Sales tax shall be assessed based on delivery location (Do not add taxes of any nature in your unit cost for this bid).
5. The County is exempt from Federal Excise Tax. An exemption form may be issued to the successful bidder upon request.
6. Delivery Requirements: Products shall be delivered to the designated location as requested by the County within 24 hours after vendor's receipt of order. Orders will be placed by telephone, fax, or other mutually acceptable method such as email.
7. Delivery slips shall be submitted at time of delivery in duplicate by the vendor and shall be signed by an authorized County employee.
8. All deliveries shall be temperature correct to 60 degrees F.
9. Quantities listed in this IFB are approximate based on an average consumption of 465,000 gallons per year by the County. The quantity described herein is the County's best estimate of the fuel required for a one-year period. The actual quantity required may be greater or lesser than described in this IFB and will be based on requirement only. The County makes no guarantee as to the actual quantities required during the period of the contract.

10. Fuel usage estimates:

- a. Unleaded regular, 87 Octane: 33,333 gallons per month (400,000)
- b. RD99: 5,416 gallons per month (65,000)

11. Fueling locations – See table below:

TANK #	FUEL TYPE	LOCATION	CAPACITY	TYPE	OWNED	AQMD	2022 THRUPUT
11	RD99 DSL	3255 N TEXAS FAIRFIELD (HEAVY SHOP)	12,000	UST	FLEET	BAY AREA	20,834
13	RD99 DSL	3255 N TEXAS FAIRFIELD (HEAVY SHOP)	12,000	UST	FLEET	BAY AREA	10,245
15	UNL (87)	3255 N TEXAS FAIRFIELD (HEAVY SHOP)	10,000	ABOVE	FLEET	BAY AREA	59,908
21	UNL (87)	447 TEXAS FAIRFIELD (LIGHT SHOP)	10,000	UST	FLEET	BAY AREA	136,282
31	UNL (87)	1340 VIRGINIA ST VALLEJO (COURTHOUSE)	10,000	ABOVE	FLEET	BAY AREA	27,703
41	RD99 DSL	301 BROWN ST VACAVILLE (PW CORP YARD)	4,000	ABOVE	FLEET	YOLO	25,925
42	UNL (87)	301 BROWN ST VACAVILLE (PW CORP YARD)	4,000	ABOVE	FLEET	YOLO	14,497
61	UNL (87)	940 ST FRANCIS WAY RIO VISTA (PW CORP YARD)	5,000	ABOVE	FLEET	YOLO	11,844
62	RD99 DSL	940 ST FRANCIS WAY RIO VISTA (PW CORP YARD)	5,000	ABOVE	FLEET	YOLO	8,494
N/A	UNL (87)	LAKE SOLANO 8685 PLEASANTS VALLEY RD WINTERS	500	ABOVE	WFD		<2,200
N/A	RD99 DSL	LAKE SOLANO 8685 PLEASANTS VALLEY RD WINTERS	500	ABOVE	WFD		<1,350

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> . Bidders are responsible for checking Bonfire E-Procurement Platform, Solano County Portal frequently for any current information and documents pertained to this IFB.

3. BID EFFECTIVE PERIOD. Bids shall be valid for at least 90 days after IFB closing date.

4. 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.

5. OFFERS OF MORE THAN ONE PRICE. Bidders may 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.

6. PROMPT PAYMENT TERMS. Discounts for payments made 20 days or more from receipt of invoice will be considered in award of bid. 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.

7. TERMS OF THE OFFER. Solano County's acceptance of bidder's offer shall be limited to the terms in this IFB unless expressly agreed in writing by Solano County. Bids offering terms other than those contained in this IFB will be declared non-responsive and will not be considered.

8. 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.

9. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the services and goods 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.

10. COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

11. BID PREPARATION. Solano County shall not pay for any information provided in response to this IFB and is not responsible for any costs incurred by prospective bidders.

12. 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).

13. BIDS MUST BE SUBMITTED ON OR BEFORE THE SUBMISSION DATE AND TIME. Bidders shall respond to the IFB and any exhibits, attachments, or amendments to the IFB. A bidder's failure to submit a bid as required on or before the deadline shall cause the bid to be disqualified.

14. BID AMENDMENT. Bidders are liable for all errors or omissions contained in their bids. The County shall not accept any amendments, revisions, or alterations to bids after the deadline for submittal.

15. BID WITHDRAWAL. To withdraw a bid, bidder must submit a written request, signed by an authorized representative, to the County prior to the official deadline / submittal date and time. After withdrawing a previously submitted bid, the bidder may submit another at any time up to the deadline for submittals.

16. BIDS FOR ADDITIONAL SERVICES. If a bidder 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.

17. CONFLICT OF INTEREST. By submitting a bid, the bidder 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 bidder in connection with the procurement under this IFB.

18. 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 bidders. 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.

19. 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 bidder's sole expense. The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime bidder or its subcontractors that fails to submit to screening or for any other reason that is in the best interest of the County.

20. LICENSURE. The bidder must hold all necessary and applicable insurance, as well as all business and professional licenses. The bidder must provide evidence of proper licensure to the County upon the County's request.

21. PROTESTS. Any actual or prospective bidder, offeror, or bidder 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 after such aggrieved person or company knows or should have known of the facts giving rise thereto. The protesting bidder/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.

22. CONTRACT MONITORING. The bidder 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 bidder's place of business that are related to the performance of the contract. If the County requires such an inspection, the bidder shall provide reasonable access and assistance.

24. CONTRACT AMENDMENT. If during a contract awarded as a result of this IFB, additions to and/or deletions from services/goods provided are required as a result of changes to any statute, regulation, or other authority, the County shall notify the contractor and the contract will be amended to reflect such change. 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 bidder shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the bidder'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.

24. LOCAL VENDOR PREFERENCE:

a) 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.

b) 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:

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

c) Preference

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

d) 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)

e) Notice

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

f) 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.

25. 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 bidders 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

IFB NO: 405-0206-24

SUBMISSION DATE: 02/06/2023 10: 00 AM

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 their bidder profile. It is critical to list the National Institute of Purchasing (NIGP) codes related to the services and/or commodities offered by the vendors/bidders.

Remember that all bidders are also required to be registered with the County of Solano. The vendor applications may be obtained here: <http://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

6.0. ATTACHMENT AND EXHIBITS

Complete the following required attachments and include with bid response.

ATTACHMENT 1:	BID FORM
ATTACHMENT 2:	SIGNATURE PAGE
ATTACHMENT 3:	QUESTIONS AND ANSWERS FORM
ATTACHMENT 4:	AGENCY REFERENCE FORM
ATTACHMENT 5:	NON-COLLUSION DECLARATION FORM
ATTACHMENT 6:	CERTIFICATE OF COMPLIANCE
ATTACHMENT 7:	RESERVATION
ATTACHMENT 8:	DRUG FREE WORKPLACE CERTIFICATE
ATTACHMENT 9:	DECLARATION OF LOCAL BUSINESS
ATTACHMENT 10:	DEBARMENT CERTIFICATION
ATTACHMENT 11:	DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS
ATTACHMENT 12:	IFB CHECKLIST
EXHIBIT C:	GENERAL TERMS AND CONDITIONS

	COUNTY OF SOLANO INVITATION FOR BID (IFB) NO. 405-0206-24 BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99) BID FORM	
	Submit Quote Digitally via Bonfire E-Procurement Platform Solano County Portal website at https://solanocounty.bonfire.com or via email to the Buyer at jckasey@solanocounty.com	Buyer James Kasey Email: jckasey@solanocounty.com Phone: 707-784-6976
IFB Release Date: February 6 th , 2023	Bid Submission Date: March 7 th , 2023 5:00 PM PST	

BID FORM

All prices shall be F.O.B. destination to the designated fueling site in Solano County, California. Do not add taxes in your unit cost for this bid. Bid Price to include any and all delivery charges, including fuel surcharges. The quantities listed are estimates only for the comparison of bids. The County of Solano will pay only for actual acceptable material received at the unit prices submitted. If your pricing varies per site, please complete a bid form for each site.

Gasoline, Unleaded, 87 Octane

<p align="center"><u>Cents/gal +/- OPIS Daily Index (Best Available Rack from Stockton or San Francisco, whichever is less on the delivery date)</u></p>	
0 to 4,000 gallons pump-up	\$ _____ Per Gallon
Full loads, pump up	\$ _____ Per Gallon
Full loads, gravity feed	\$ _____ Per Gallon
Additional charges other than taxes, such as:	\$ _____ Per Gallon
spilt loads, emergency and after hour delivery. Please list all instance in which an additional charge may apply.	
Fuel Sites:	
Heavy Shop: 3255 N. Texas St., Fairfield Light Shop: 447 Texas St., Fairfield Courthouse: 1340 Virginia St., Vallejo PW Corp Yard: 301 Brown St., Vacaville PW Corp Yard: 940 St. Francis Way, Rio Vista Lake Solano: 8685 Pleasants Valley Rd., Winters	

RD99

Cents/gal +/- OPIS Daily Index (Best Available Rack from Stockton or San Francisco,
Whichever is less on the day of delivery)

0 to 7,000 gallons, pump-up \$ _____ Per Gallon

Additional charges: other \$ _____ Per Gallon
than taxes, such as:

Split loads, emergency and after hour delivery. Please list all instances in which an additional charge may apply.

Fuel Sites:

Heavy Shop: 3255 N. Texas, Fairfield
PW Corp Yard: 301 Brown St., Vacaville
PW Corp Yard: 940 St. Francis Way, Rio Vista

**DUE TO THE SMALLER SIZE OF SOLANO COUNTY FUEL TANKS A FULL LOAD IS
DEFINED AS 7,000 GALLONS OR MORE FOR PURPOSES OF THIS BID.**

**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.**

Vendor
Name _____

Name and Signature of Authorized
Representative _____

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**COUNTY OF SOLANO
IFB NO.: 405-0206-24
BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99)**

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 bidder 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
IFB NO.: 405-0206-24
BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99)**

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 the form provided.
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 the buyer at email at Email@solanocounty.com, or via Bonfire website at <https://solanocounty.bonfirehub.com> .
Please contact the buyer 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:

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

COUNTY OF SOLANO
IFB NO.: 405-0206-24
BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99)

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

**COUNTY OF SOLANO
IFB NO.: 405-0120-24
BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99)**

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 2 SIGNATURE PAGE

COUNTY OF SOLANO
IFB NO.: 405-0206-24
BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99)

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.html>
- 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

COUNTY OF SOLANO
IFB NO.: 405-0206-24
BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99)

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 Bidder. 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 bids 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 2 SIGNATURE PAGE

**COUNTY OF SOLANO
IFB NO.: 405-0206-24
BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99)**

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY / ORGANIZATION NAME	
-----------------------------	--

The bidder 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 bidder 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 bidder 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.

FEDERAL TAX I.D. NUMBER	
-------------------------	--

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
IFB NO.: 405-0206-24
BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99)**

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:

- iii. a valid business license issued from the county or a political subdivision within the county; and
- iv. 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:

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

COUNTY OF SOLANO
IFB NO.: 405-0206-24
BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99)

DEBARMENT CERTIFICATION

I, _____, by submitting a bid/offer/proposal/quote to the County of Solano, under penalty of perjury, hereby certify that the Prospective Bidder 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 bidder 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 Bidder. If awarded a contract, Prospective Bidder hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

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

Prospective Bidders 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

COUNTY OF SOLANO
IFB NO.: 405-0206-24
BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99)

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.

SIGNATURE AND ACKNOWLEDGMENT

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

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**COUNTY OF SOLANO
 IFB NO.: 405-0206-24
 BULK FUEL, UNLEADED GASOLINE AND RENEWABLE DIESEL (RD99)**

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 attachments, and exhibits as required by Solicitation?		
Attachment 1	Bid Form	
Attachment 2	Signature Page	
Attachment 4	Agency Reference Form	
Attachment 9	Declaration of Local Business	
Attachment 10	Debarment Certification	
Attachment 12	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**1. CLOSING OUT**

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

C. Following termination, County will reimburse Bidder 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 Bidder 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 Bidder's professional ability and training as a material inducement to enter into this Contract. Bidder represents that Bidder 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 Bidder's work shall not constitute a waiver or release of Bidder from professional responsibility.

B. Bidder further represents that Bidder 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 Bidder's obligation to indemnify County, Bidder 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 Bidder, Bidder's agents, representatives, employees or subbidders.

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

Bidder must maintain limits no less than:

- | | | |
|--|---|---|
| (1) General Liability:
(Including operations, products and completed operations.) | \$2,000,000 | 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: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

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

- (1) Cyber Liability: **\$1,000,000** 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 Bidder 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 Bidder maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Bidder. 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 Bidder 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) Bidder 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 Bidder; and with respect to liability arising out of work or operations performed by or on behalf of Bidder 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 Bidder'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, Bidder'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 is excess of Bidder's insurance and shall not contribute to it.

(2) If Bidder'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 Bidder. If not covered under the Bidder's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Bidder's Cyber Liability Policy.

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

H. Waiver of Subrogation

(1) Bidder agrees to waive subrogation which any insurer of Bidder may acquire from Bidder by virtue of the payment of any loss. Bidder 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 Bidder, its employees, agents and subbidders.

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) Bidder 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

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

B. If Bidder 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 Bidder to County. The contract may be terminated at County's sole discretion.

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

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

10. INDEMNIFICATION

A. Bidder 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 Bidder's operations or from any persons directly or indirectly employed by, or acting as agent for, Bidder, 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 Bidder's services, as well as during the progress of rendering such services.

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

11. INDEPENDENT BIDDER

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

B. Bidder 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. Bidder 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. Bidder shall indemnify and hold County harmless from any liability which County may incur because of Bidder'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 Bidder.

E. As an independent bidder, Bidder 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 Bidder to change Bidder's manner of doing business, but may require redirection of efforts to fulfill this Contract.

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

G. Any third persons employed by Bidder shall be under Bidder's exclusive direction, supervision and control. Bidder 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 bidder, Bidder 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. Bidder, 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 BIDDER

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

B. Bidder verifies that Bidder has reviewed the scope of work to be performed under this Contract and agrees that in Bidder'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, Bidder 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. Bidder shall comply with all federal, state and local laws and regulations applicable to Bidder'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, Bidder specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-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. Bidder 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. Bidder 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. Bidder shall not use client specific information for any purpose other than carrying out Bidder's obligations under this Contract.

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

D. Except as otherwise permitted by this Contract or authorized by law, Bidder 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. Bidder represents that Bidder and/or Bidder'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. Bidder shall employ or retain no such person while rendering services under this Contract. Services rendered by Bidder's associates or employees shall not relieve Bidder from personal responsibility under this clause.

B. Bidder 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

Bidder represents that Bidder 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

Bidder 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, Bidder 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, Bidder represents that Bidder 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 Bidder's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Bidder 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, Bidder 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. SUBBIDDER AND ASSIGNMENT

- A. Services under this Contract are deemed to be personal services.
- B. Subject to any required state or federal approval, Bidder 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 subbidders, Bidder shall require and verify that its subbidders maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Bidder of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Bidder is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Bidder's reasonable control, provided Bidder 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 Bidder 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

Bidder acknowledges that there is no guarantee that County will renew Bidder's services under a new contract following expiration or termination of this Contract. Bidder waives all rights to notice of non-renewal of Bidder'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 Bidder, 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 Bidder 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 Bidder's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Bidder'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

Bidder 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. Bidder 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. Bidder 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. Bidder 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 Bidder, 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

Bidder 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 Bidder, 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 Bidder.

35. DISBARMENT OR SUSPENSION OF BIDDER

A. Bidder 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 Bidder 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 Bidder 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, Bidder 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 Bidder'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 bidders, consultants and agents. When local projects require subbidders, Bidder 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 Bidder other than those contained in it.