

DEPARTMENT OF GENERAL SERVICES
Support Services Division

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**INVITATION FOR BIDS(IFB)
NO.: 958-0502-24
FOR
HAZARDOUS WASTE DISPOSAL SERVICES**

DEPARTMENT OF RESOURCE MANAGMENT

IFB RELEASE DATE: MAY 2, 2023
SUBMISSION DATE: JUNE 15, 2023 5:00 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 https://solanocounty.bonfirehub.com | Umiika Wright, IFB Coordinator UWright@solanocounty.com Phone: 707-784-3236 |

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.**

DEPARTMENT OF GENERAL SERVICES

Support Services Division

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DATE: MAY 2, 2023

**INVITATION FOR BIDS (IFB) NO: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

ATTENTION: ALL PROSPECTIVE OFFERORS

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

Notice is hereby given that bids MUST be electronically submitted via Bonfire website <https://solanocounty.bonfirehub.com/login> , no later than June 15, 2023 at 5:00PM, 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
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, on behalf of the Department of Resource Management, Public Works Operations Division, and other County departments requiring the same services, hereinafter referred to as the "County," is soliciting bids to establish a Firm-Fixed-Unit Price (FFUP) contract(s) with one or more qualified firm(s) to provide a County-wide Hazardous Waste Disposal Services for the County departments located in all Solano County cities (Fairfield, Vacaville, Rio Vista, Dixon, Suisun, Vallejo, Benicia), including any unincorporated roads wastes if spoil during hauling and require emergency cleanup. All services shall be provided in accordance with the statement of works contained herein.
3. The County of Solano exclusively reserves the sole and independent rights to make an award in whole or in part or any varying combination (split bid) if deemed will be in the best interest of the County. The award may not necessarily be to the lowest vendor but to the bid determined to be professionally and technically able to render services and perform associated work in support of the County and fulfill all contract requirements.
4. 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. For bid comparison and cost analysis purposes, an estimated quantity for each category of hazardous waste, equipment, supplies and services are provided in ATTACHMENT 1 – BID SHEET and none of the quantities implied or guaranteed by the county. The actual annual quantity per category of hazardous waste could be substantially more or less than the estimated quantities.
6. The County spends approximately \$60,000.00 or more for the disposal of hazardous waste annually. The dollar volume specified is provided for bidders' information purposes only and does not represent actual volume, which may or may not be experienced. The County will not consider any bids, which stipulate a guarantee to order a specific quantity or dollar amount.
7. Services and/or commodities to be rendered as specified within guidelines as provided by this IFB in its entirety. This IFB, details deliverables and terms and conditions as required by the County.
8. Bidders are responsible for checking Bonfire E-Procurement Platform, Solano County Portal frequently for any current information and documents pertained to this IFB.
9. Bid shall be valid at least for (90) days after IFB closing date.
10. 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 **no later than May 26, 2023**. Response to written questions will be posted on the Bonfire Website Solano County Portal no later than **June 2, 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.

2.0. CONTRACT TYPE AND DURATION

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

2. Period of performance for this service is one (1) year from the date the initial Purchase Order is issued. The County reserves the right to extend the service duration for two additional periods in one-year increments, for representing a total service term of not more than three (3) years, providing the County notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the service expiration date. Should the term of this service be extended, new annual Purchase Orders representing the renewed period will be provided.

3.0. GENERAL INFORMATION

The use, storage and transportation of hazardous materials and the generation and transportation of hazardous wastes are issues of increasing importance in the protection of life, the environment, and property in Solano County. The prevalence of businesses routinely storing and handling hazardous materials and hazardous wastes has promoted an increasing awareness and concern for the public's health and safety.

Hazardous waste disposal services are currently provided on an as-needed basis with different contractors. The County intends to enter a County-wide contract with a qualified hazardous waste contractor, as mandated under the California Health and Safety Code, [Hazardous Waste Act, chapter 6.5, Section 25-25124](#). County departments are required to utilize only vendor agreements resulting from this solicitation.

1. **Categories of Hazardous Waste:** The Environmental Protection Agency (EPA), which regulates hazardous waste under Subtitle C of the Resource Conservation and Recovery Act (RCRA) considers a waste hazardous waste if it is dangerous or potentially harmful to human health or the environment. Hazardous waste can be liquids, solids, gases, or sludges and can be discarded household, industrial, or commercial products such as oil, paint, certain electronics waste, cleaning fluids or pesticides, or the by-products of a manufacturing process. Hazardous wastes are categorized as follows:
 - a. **Household Hazardous Wastes:** This includes used and leftover household products that contain corrosive, toxic, ignitable, or reactive constituents. Examples are medical waste, used oil, paints, cleaners, batteries, pesticides, and light bulbs/lamps. Since these contain potentially hazardous ingredients, improper disposal can lead to human health risks and environmental pollution. Proper and safe management of hazardous wastes is important in the collection, reuse, recycling, and disposal stages which are mostly facilitated by the municipalities or local governments and specified by EPA in household hazardous waste regulations.
 - b. **Industrial Hazardous Wastes:** The primary generators of industrial hazardous wastes in any region are industrial facilities, manufacturing and processing units, workshops and maintenance units, nuclear facilities, chemical units, pigments, sludges, metals, ash, paints etc.
 - c. **Universal Waste:** Federal regulations have designated hazardous wastes such as batteries, pesticides, mercury-containing equipment, and light bulbs/lamps/fluorescent, electric waste as universal wastes. This is a way to streamline them separately and control and facilitate the proper collection, storage, recovery or treatment, and disposal that encourages reducing the quantity of such wastes going to landfills and incinerator and thereby increases recovery and recycling rates.
2. **Characteristic Waste:** These are wastes that are defined based on their specific characteristics of ignitability, corrosively, reactivity, and toxicity. Federal statute 40CFR§261 regulates these wastes as follows:
 - a. Ignitable wastes are defined by their combustion capacity under conditions when they consist of waste oils and solvents. Laboratory solvents, paint-related wastes, organic solvents and oils, organic solids and semi-solids, organic liquids contaminated with PCBs, pharmaceuticals, gas cylinders, aerosol cans and non-liquids capable of causing and sustaining a fire due to

- friction, moisture absorption or spontaneous chemicals changes. Also, water treatment, sanitizing and decontamination chemicals waste fall under this category waste.
- b. Corrosive wastes like battery acids are characterized by their pH value – acids ($\text{pH} \leq 2$) and bases ($\text{pH} \geq 12.5$). Examples of this category of waste are unstable or deteriorated laboratory chemicals (picric acid, ethers containing peroxides), water-reactive metals (sodium, lithium, and phosphorus), toxic gas emitters, cyanide and sulfide-bearing wastes, materials capable of detonation or explosive reaction or forbidden and Class A and Class B.
 - c. Reactive wastes include lithium-sulfur batteries and explosives that can cause explosions, toxic fumes, or gases and;
 - d. Toxic wastes that are harmful to human health or the environment when inhaled or ingested or disposed. Examples of toxic wastes include mercury and lead.
3. **Mixed Waste:** These are wastes that contain both radioactive and hazardous waste components making them complicated to regulate. Low-Level Mixed Wastes (LLMW) are generated from sources such as industrial, hospital, and nuclear power plant facilities and from processes such as medical diagnostic testing and research, pharmaceutical and biotechnology development, pesticide research, and nuclear power plant operations. The other two types are High Level Mixed Waste (HLW) and Mixed Trans Uranic Waste (MTRU). Some examples of mixed waste are mixtures of plastics, metals, glass, paper and textiles along with other nondescript junk.
4. **Common Disposal Methods**
The following are common methods of hazardous waste disposal practiced in United States and worldwide.
- a. **Hazardous Waste Landfills:** These are technically designed areas where hazardous waste is disposed scientifically under permit by a state or local government. They are characterized by liners that prevent seepage of leaches into the groundwater.
 - b. **Treatment, Recovery & Recycling:** Wastes are also good sources of raw materials. Hazardous Wastes can go through an approved treatment process to recover materials from the waste and recycling of those materials or the treated product.
 - c. **Incineration:** This method burns waste in a controlled manner at an approved hazardous waste incineration facility and may generate electricity through waste-to-energy technologies.

4.0. **SCOPE OF WORK**

Pursuant to the provisions of this solicitation, the contractor shall fully perform; complete all tasks, services and other work as set forth in this Scope of Work. The contractor shall present satisfactory evidence of proper licensing in the business of providing hazardous waste hauling and disposal services required by this contract and that they are fully prepared with the necessary capital, materials, labor, and machinery required to provide the required services.

Bidders shall comply with all applicable state and federal laws and regulations governing the safe identification clean-up (remediation), collection, packaging, handling, transport, and disposal of hazardous waste from the County departments on a weekly, monthly, quarterly and or a requested basis for pickup and disposal services.

The selected qualified firms shall have demonstrated expertise in the disposal of hazardous wastes, including, but not limited to the following major tasks:

A. WASTE HANDLING, ACCUMULATION AND PACKAGING

Contractor shall:

1. Identify packages of different types of hazardous wastes generated by the County departments and accumulate them for hauling purposes.
2. Provide pickups of hazardous waste from the generators as per pick up schedules provided by different County departments.
3. Identify and segregate all unknown chemicals and wastes, and or provide advice to staff regarding proper segregation and chemical compatibility. This may, at times, require an urgent onsite response by the Contractor.
4. Arrive within forty-eight (48) hours and create a hazardous waste profile and within 7 days remove hazardous waste from Solano County facility.
5. For after-hour emergencies, Contractor shall arrive within four (4 hours) of request. The response shall include emergency pickup, dispatch of appropriate emergency response team and required tools.
6. Organize all hazardous waste materials for transport. The County will not permit paints and flammable liquid waste to be bulked on site prior to transport.

Note: ATTACHMENT 1 – BID SHEET of this IFB contains an inventory of hazardous materials categories that the County currently generates or may have the potential to generate in the future.

B. WASTE TRANSPORTATION

Contractor shall:

1. Transport all hazardous waste by California Registered Hazardous Waste Transporters **ONLY** and to a State-permitted treatment, storage, or disposal facility (TSDF). These transporters are registered by the California Department of Toxic Substances Control and California Highway Patrol.
2. Transport hazardous wastes collected from public departments to disposal sites for recycling, fuels blending, treatment, neutralization, transformation, destruction, incineration, or another disposal method.
3. Provide a copy with the original signature of all manifests and/or bills of lading to the County personnel prior to transporting hazardous waste from the sites.
4. Manifest all hazardous waste lawfully and efficiently to the satisfaction of the [Department of Toxic Substances Control](#) (DTSC), [California DOT](#), [United States DOT](#), and [EPA](#) permitted disposal facilities.
 - a. Except for transport only containers that appear to be intact and show no sign of leakage or other visible packaging deficiencies.
5. The Contractor will be responsible for overpacking if required to dispose of the materials safely. The County may be billed accordingly.
6. Be responsible for the waste and materials upon the completion of loading materials and waste into the vehicle of the said contractor and the execution of necessary shipping documentation.
7. Ensure that all vehicles and drivers used for the transportation of waste shall be in accordance with all applicable Federal and State regulations, including, but not limited to, [CA DOT ACT](#).
 - a. Contractor shall utilize a Tanker Truck with Stinger to remove oil waste.
8. Ensure that all employees that transport hazardous waste materials possess a driver's license (with hazmat endorsement) for the appropriate vehicle(s) driven along with the required training for handling hazardous wastes.
9. Ensure all drivers are familiar with the physical locations, retrieval approach, roads, and travel time to each County facility.

C. DISPOSAL AND TREATMENT

Contractor shall:

1. Propose an appropriate disposal method for various categories of waste and in consultation with the County, process disposal of waste in a safe manner and compliance with all applicable local, state and federal laws.
2. Use the following preferred order of hazardous waste disposal methods to process disposal of generated waste in a safe and scientific manner.
 - a. Beneficial Reuse, Reclamation, Recycling
 - b. Elementary Neutralization, Fuel Blending, Treatment
 - c. Destruction via incineration
 - d. Licensed Permitted Hazardous Waste Landfills
3. Be aware of current costs and analytical requirements (including waste profiling, sampling and analysis) for disposal of hazardous wastes at approved [California Department of Toxic Substances Control \(DTSC\)/Environmental Protection Agency \(EPA\)](#) permitted disposal facilities.

D. MATERIAL

Contractor shall:

1. Provide all necessary supplies, material, equipment and labor required for handling, transport, and disposal of hazardous waste collected by the County staff.
2. Provide an adequate number of recovery drums and absorbent materials for on-site solidification.
3. Supply at no additional charge all material, consumables and equipment as per request by the County staff during the period of the contract.
 - a. Delivery of initial materials must occur within five (5) business days of the contract kick-off meeting.
 - b. Delivery of successive materials shall occur on pick-up and removal days.
4. Provide all the proper necessary equipment/tools, including but not limited to; lift-gate vehicle, pumping capability, barrel dollies and other equipment, as required, to remove materials from storage/containment area.
5. Have all equipment to load, pump, or remove HAZMAT items from the storage/holding areas.
 - a. **Contractor shall provide all personnel and equipment to perform all tasks without assistance from County employees or utilizing County equipment.**
6. Replace at no cost any collection container (drum, box, etc.) with like kind for future use, unless specified otherwise by a County Department/Division.
7. Contractor must use a Tanker Truck with Stinger to pump liquid materials from County containers/drums in the holding area to the contractor's collection vehicle.
8. Tanker Truck shall be equipped with a meter/counter to verify the quantity pumped.

E. SPILLS

Contractor shall:

1. Ensure that all employees are current with the [CFR 1910.120](#) HAZWOPER required trainings in the use of the spill containment and cleanup equipment.
2. Provide personal protective equipment for all contractor's personnel, as well as, fire extinguishers, absorbents, floor coverings, and any other necessary spill containment materials for their work area(s).

3. Must take immediate steps to contain and clean up the waste in case of any spill of waste caused by the contractor in accordance with the procedures specified in the contractor's spill prevention plan.
4. Submit a written accident report to the County within 48 hours of the occurrence of any spill of waste caused by the contractor on County premises.
 - a. A copy of the report shall be kept on file by the contractor for a minimum of three (3) years from the date of submission.

F. EMERGENCY AND URGENT RESPONSE

Emergency-urgent response incidents demand prompt attention Contractor shall:

1. Provide a spill prevention and emergency response plan for all services performed under its contract with the County.
2. Respond within four (4) hours to an emergency or urgent response to triage the collection and hauling of hazardous wastes.
3. Arrive within forty-eight (48) hours to remedy the service request unless the request requires immediate attention as determined during the initial triage response.
4. Provide a dedicated email, and phone number for County to request hazardous and urgent response services. These lines shall be staffed for response 24 hours a day, seven (7) days a week.
5. Emergency response remedy must include dispatch of the appropriate emergency response team, required staff, appropriate equipment and tools to mediate the incident to ensure the protection of public health and the environment.
6. Emergency response team shall organize all hazardous waste materials for transporting. The County will not permit paints and flammable liquid waste to be bulked on site prior to transport.

G. TRAINING

The Contractor shall:

1. Hire trained personnel to provide safe handling and hauling of Hazardous waste as mandated under the [California Health and Safety Code, Hazardous Waste Act, Chapter 6.5, Section 25-25124](#) as well as [CCR 5198 Title 8](#).
2. Provide annual awareness training to County staff as described below. Training will be provided by the contractor at the per hour rate specified on ATTACHMENT 1 – BID SHEET.
 - a. Establish training program content
 - b. Provide a four-hour training session to County employees in August or September of each year, schedule to be set after contract award.
 - c. Provide handouts and additional information on topics covered in the training.
 - d. Manage the registration process, provide and summarize course evaluation comments and provide attendance sorted by department or division
3. Cover mandatory topics every year. The following list includes mandatory topics and discretionary topics that shall be included in annual training sessions.
 - a. Definitions and classes of hazardous materials & waste (solid, hazardous, universal, and special)
 - b. Waste determination (user knowledge vs. analysis)
 - c. Explanation of local, state and federal regulations regarding waste disposal
 - d. Waste packaging, labeling, accumulation and storage requirements
 - e. Accurate Recordkeeping
 - f. Facility waste generator standards & requirements Large Quantity Generator, Small Quantity Generator, Very Small Quantity Generator (LQG, SQG, VSQG).
 - g. Shipping manifest and US DOT hazardous material transportation requirements.

4. Cover the following discretionary topics as requested and as time permits.
 - a. Performing environmental self-audits & being prepared for a regulatory inspection
 - b. Spill awareness (oil, fuel, mercury)
 - c. Compatible storage of hazardous materials and wastes
 - d. Discussion of waste treatment technologies (what happens to waste after pick-up)
 - e. Use and disposal of pesticides
 - f. Pollution Prevention and Waste Minimization
 - g. Managing in-place hazards (asbestos & lead)
 - h. Disposal of other types of wastes (medical, radioactive)
 - i. Purchasing hazardous materials that do not generate hazardous wastes
 - j. Storm-water protection and management regulations

Note: It is important other waste management services provided by this contract are not interrupted during the training season.

H. RECORDKEEPING AND REPORTS

Contractor shall:

1. Submit an electronic annual report to each Designated Department or Division by July 15 for which the vendor has provided service during the County's fiscal term of July 1 –June 30. The required reports and submission details are as follows:
 - a. Disposal Reports: Generator Environmental Protection Agency Identification Number (EPA ID), Contractor's EPA ID, generator name, waste description, manifest number and line number, date waste shipped, quantity shipped in pounds, waste profile number, County and EPA waste codes, waste name, final waste destination, treatment or disposal method. Indicate whether waste was recycled, reclaimed, burned for energy recovery, treated, or disposed of. Waste totals shall be broken out by their classification of hazardous or non-hazardous wastes.
 - b. Certificates of destruction, treatment, or disposal: These reports shall be submitted in compliance with the applicable DTSC regulations and no later than 13 months of the waste shipment. The County will continually evaluate the contractor's performance on providing certificates of destruction, treatment and disposal promptly.
 - c. Agree that the Designated County Representative (DCR) shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this IFB. The contractor shall retain all documents associated with this contract (including copies of all required hazardous waste records and reports) for a period not less than four years after final payment is made.
 - d. Return all records (e.g. certificates of treatment or disposal, manifests, land ban forms, drum inventory sheets, shipping papers, waste analysis reports, and annual reports to the address requested by the DCR. This may be different from the manifest mailing address or the waste generation location address.
 - e. Complete the hazardous waste manifests and all other shipping papers in accordance with all applicable regulations.
 - i. Annual Reports: All reports shall be submitted correctly and promptly. Failure to submit the report as required, may be construed as non-compliance with the County terms and may be grounds for termination of services.

I. GENERAL RESPONSIBILITIES

After awarding the contract, the general responsibilities of the contractor will include but are not limited to the following responsibilities, Proposers shall state how you will handle the following task:

1. Be responsible for all aspects of operations, maintenance, and upkeep of all equipment and machines used for waste disposal service. The County would have the provision of back-up for critical equipment. The County shall not be responsible for any legal penalty and consequences in any such cases.

2. Recruit/deploy its own adequate skilled manpower and shall comply with the laws applicable to the recruitment, wages, minimum working hours, safety, cleanliness, insurance, gratuity, medical benefit, compensation, retrenchment benefit, etc. The County shall not have responsibility direct or indirect in meeting such obligations.
3. Bear the cost of operationalization including machinery, manpower, water, electricity supply and other taxes & duties as levied.
4. Provide adequate training & personal protective equipment to the staff to ensure occupational safety and to maintain compliance with all Cal/OSHA regulations.
5. Warrant that all persons employed by them have satisfactory records indicating their ability to accept the kind of responsibility anticipated in this type of work.
6. Make mandatory to the employees of the contractor to wear uniforms, badges, or other means of identification which shall be furnished by the contractor and must be worn at all times while working on County property or at any worksite specified by the County during the performance of the contract.
7. Provide written service updates quarterly, or as requested by the county/department regarding anticipated changes, which might affect removal, transport and disposal procedure/requirements or costs. The contractor shall provide the County notice of such change thirty (30) days prior to the date the change is proposed. Any change shall be agreed to in writing by the County before becoming effective.
8. Perform works under the supervision of a trained supervisor, who shall be responsible for the conduct and workmanship of the contractor's employees. Supervision shall be provided at the contractor's expense. The supervisor shall be required to make necessary reports and manifests, and to work directly with County personnel in carrying out contract requirements.
9. Provide all required local, state and federal ID numbers/licenses/permits related to hazardous waste preparation, transportation and disposal, including those disposal sites identified as ownership interest. Contractor must be a valid California registered hazardous waste hauler at the time of the bid. Contractor must have the following regulatory licenses and certifications:
 - a. EPA identification number
 - b. Hazardous material transportation license
 - c. EPA acknowledgment of notification of hazardous waste activity
 - d. Hazardous substances removal and remedial actions certifications
 - e. California contractors state license board with "HAZ" designation
 - f. California DMV license with "H" designation (as it applies)

J. SUBCONTRACTING REQUIREMENT

No performance of this contract or any portion thereof may be assigned or subcontracted by the contractor without express written consent of the County. Any attempt by the contractor to assign or subcontract any performance of this contract without the express written consent of the County shall be invalid and shall constitute a breach of any contract resulting from this solicitation.

1. If the contractor is authorized by the County to subcontract, this contract shall prevail, and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this contract in the way, the County expects to receive services, the County shall look to the contractor for performance and not deal directly with any subcontractor. All matters related to this contract shall be handled by the contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this contract. All work must meet the approval of the County of Solano. All subcontractors identified shall be competent (by CAL OSHA definition and standards) and properly licensed in their respective disciplines and capable of performing the tasks for which they were hired.
2. The County reserves the right to require a contractor representative to visit each County department to provide technical and contract management assistance, product support, field support services, and maintain current catalogs availability.

3. All safety and security precautions, including fire or theft, shall be the responsibility of the County about County premises, equipment, fixtures & furniture.

K. TECHNICAL ASSISTANCE:

The County may require visits at each site to provide technical and contract management assistance, product support, field support service, and to review current catalog(s) availability.

5.0. OTHER TERMS AND CONDITIONS

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

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

http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_ach.asp

4. **List of County Departments:** Tentative list of locations, where the County Departments would need services is given in ATTACHMENT 4 – TENTATIVE LIST OF SERVICE LOCATIONS. If a new location becomes operational or an existing facility closes its operations during the agreement period, same would be communicated to the contractor operator and terms of payment under the contract shall stand altered to the extent necessary.

6.0. 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. Solano County's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by Solano County. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

6. BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

7. CANCELLATION OF CONTRACT. The County of Solano may cancel this contract without cause at any time by giving thirty (30) days written notice to the supplier/vendor. The County of Solano may cancel this contract with cause at any time by giving ten (10) days written notice to the vendor. Cancellation for cause shall be at the discretion of the County of Solano and shall be, but is not limited to, failure to supply the service specified within the time allowed or within the terms, conditions, or provisions of this contract. The successful bidder may not cancel this contract without prior written consent of Purchasing Services.

8. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the bidder's response. Bidder may submit an attachment entitled "Exception to Specifications," which must be signed by bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for the requirement. The County reserves the sole and independent right to accept or reject any exception or deviation in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.

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

10. FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Vendor, the vendor shall notify the County of Solano, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

11. FORMATION OF CONTRACT. Bidder's signed bid and Solano County's written acceptance shall constitute a binding contract.

12. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Solano, in the State of California. The parties further stipulate that the County of Solano, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

13. NOMENCLATURES. The terms successful bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the County of Solano enters into a contract as a result of this solicitation.

14. SELL OR ASSIGN. The successful bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the County of Solano.

15. SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

16. BID PREPARATION. Solano County shall not pay for any information herein requested or is it liable for any costs incurred by prospective bidders.

17. PROMPT PAYMENT TERMS. Discounts for payments made twenty (20) days or more from receipt of invoice will be considered in award of bid. Payment discounts must be clearly shown on the Bid Form. Normal payment terms are net 30-45 days, after receipt of invoice and equipment acceptance.

18. TAXES-SALES. California sales tax should be shown separately on the bid form, when and where indicated (if not indicated on bid sheet do not include in your bid).

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

20. DEADLINE FOR BID SUBMITTALS. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

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

22 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 June 15, 2023 at 5:00 PM (PST). 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 all bids via Bonfire Interactive E Procurement Platform. Any hard copy submission, any other submission method (email, fax, etc.) will be retained in the file unopened and will be considered disqualified from consideration in further bidding process.

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

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

25. BIDS FOR ADDITIONAL SERVICES. If a contractor indicates an offer of services in addition to those required by and described in this IFB, these additional services may be added to the contract before, or at any time during an agreed to contract period, at the sole discretion of the County.

26. 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.

27. 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.

28. 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.

29. RIGHT TO REFUSE PERSONNEL. Any personnel involved in this service shall submit to a criminal history screening during the contract period, if directed by the County at contractor's sole expense. The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors that fails to submit to screening or for any other reason that is in the best interest of the County.

30. 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.

31. PROTESTS. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of General Services. The protest shall be submitted in writing to the Director of General Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto. The protesting contractor/vendor shall file a detailed statement specifying the grounds for the protest. The protest letter must be mailed to the Director of General Services, 675 Texas Street, Suite 2500, Fairfield, CA 94533.

32. CONTRACT AWARD. The awarded bidder(s) will be issued a purchase order(s) by the County for the duration of each contract year.

33. CONTRACT MONITORING. The contractor shall be responsible for the completion of all work services set out in the contract. All work services are subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the contractor's place of business that are related to the performance of the contract. If the County requires such an inspection, the contractor shall provide reasonable access and assistance.

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

35. LOCAL VENDOR PREFERENCE:

35.1 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.

35.2 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.

35.3. Preference

IFB NO: 958-0502-24
SUBMISSION DATE: 06/15/2023 5:00 PM

- 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.

35.4 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).

35.5 Notice

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

35.6 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.

36.0 BIDDER REGISTRATION WITH BONFIRE INTERACTIVE (EFFECTIVE IMMEDIATELY)

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

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

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

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

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

7.0. ATTACHMENT AND EXHIBITS

Complete the following required attachments and include with bid response.

- ATTACHMENT 1: BID SHEET – 5 PARTS
PART 1: HAZARDOUS MATERIALS (3 PAGES)
PART 2: PUMPING OF HAZARDOUS MATERIALS FROM COUNTY (1 PAGE)
PART 3: LIGHT BULBS (1 PAGE)
PART 4: CONTAINER COST (1 PAGE)
PART 5: OTHER SERVICES (1 PAGE)
- ATTACHMENT 2: LICENSES, PERMITS, CERTIFICATIONS, AND EXEMPTIONS
ATTACHMENT 3: EXPERIENCE MODIFICATION RATES
ATTACHMENT 4: TENTATIVE LIST OF SERVICE LOCATIONS
ATTACHMENT 5: SIGNATURE PAGE
ATTACHMENT 6: PUBLIC WORKS REFORM FACT SHEET
ATTACHMENT 7: QUESTIONS AND ANSWERS SHEET
ATTACHMENT 8: AGENCY REFERENCE FORM
ATTACHMENT 9: NON-COLLUSION DECLARATION FORM
ATTACHMENT 10: CERTIFICATE OF COMPLIANCE
ATTACHMENT 11: COUNTY RESERVATIONS
ATTACHMENT 12: DRUG FREE WORKPLACE CERTIFICATION
ATTACHMENT 13: DECLARATION OF LOCAL BUSINESS
ATTACHMENT 14: DEBARMENT CERTIFICATION
ATTACHMENT 15: DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS
ATTACHMENT 16: IFB CHECKLIST
- EXHIBIT C: GENERAL TERMS AND CONDITIONS

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES
BID SHEET - PART 1**

PART 1: HAZARDOUS MATERIALS

USE 8.5 POUND/GALLON CONVERSION FACTOR. AUTOMOTIVE BATTERIES = 40 POUNDS EACH

IMPORTANT REQUIREMENT: BIDDER MUST ANNOTATE UNIT PRICE PER POUND AND TOTAL PRICE FOR ESTIMATED QUANTITY, EACH UNIT PRICE SHALL INCLUDE TRANSPORTATION COST. THE COUNTY RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED AS SPECIFIED ABOVE.

FACILITY DISPOSAL – INCLUDE THE WASTE MANAGEMENT METHOD (WMM) AND HANDLING/PACKAGING METHOD (HM) TO BE USED IN A WASTE CATEGORY, CONTAINER SIZE, AND PACKAGING METHOD. CHECKMARK (✓) THE TYPE OF CONTAINER (GALLON) YOU WILL USE.

DEFINE THE SIZE OF THE METER BOX YOU WILL USE: LENGTH _____ X WIDTH _____ X HEIGHT _____

| Waste Category | WMM* | HM** | Meter Box | 85 Gallon Drum | 55 Gallon Drum | 30 Gallon Drum | 20 Gallon Drum | 10 Gallon Drum | 5 Gallon Drum | Estimated Quantity (Pound) | Price Per Pound | Total Price |
|-----------------------------|------|------|-----------|----------------|----------------|----------------|----------------|----------------|---------------|----------------------------|-----------------|-------------|
| 1. Flammable Solids | | | | | | | | | | 200 | \$ | \$ |
| 2. Flammable Liquids | | | | | | | | | | 200 | \$ | \$ |
| 3. Bulked Flammable Liquids | | | | | | | | | | 200 | \$ | \$ |
| 4. Oil-base Paint & Related | | | | | | | | | | 200 | \$ | \$ |
| 5. Poison Solids | | | | | | | | | | 200 | \$ | \$ |
| 6. Reactive | | | | | | | | | | 200 | \$ | \$ |
| 7. Inorganic Acid | | | | | | | | | | 200 | \$ | \$ |
| 8. Organic Acid | | | | | | | | | | 200 | \$ | \$ |
| 9. Inorganic Base | | | | | | | | | | 200 | \$ | \$ |
| 10. Organic Base | | | | | | | | | | 200 | \$ | \$ |
| 11. Neutral Oxidizer | | | | | | | | | | 200 | \$ | \$ |
| 12. Organic Peroxide | | | | | | | | | | 200 | \$ | \$ |
| 13. Oxidizing Acid | | | | | | | | | | 200 | \$ | \$ |
| 14. Oxidizing Base | | | | | | | | | | 200 | \$ | \$ |

*WASTE MANAGEMENT METHOD – R=RECYCLE, FT=FUELS TREATMENT, DI=DESTRUCTIVE INCINERATION, ST=STABILIZATION, NE=NEUTRALIZATION, LF=LANDFILL

**HANDLING METHOD – BU=BULK, LP=LAB PACK, LO=LOOSE PACK, PA=PALLETIZE, TB=TUB/SKID

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE: _____ DATE _____ SIGNATURE _____

PART 1, HAZARDOUS MATERIALS - BID SHEET CONTINUED

| Waste Category | WMM* | HM** | Meter Box | 85 Gallon Drum | 55 Gallon Drum | 30 Gallon Drum | 20 Gallon Drum | 10 Gallon Drum | 5 Gallon Drum | Estimated Quantity (Pound) | Price Per Pound | Total Price |
|--|------|------|-----------|----------------|----------------|----------------|----------------|----------------|---------------|----------------------------|-----------------|-------------|
| 15. Ammonium Nitrate Fertilizers | | | | | | | | | | 200 | | |
| 16. PCB-Containing Paint (Dried Paint /Solids /Debris 50 ppm or more) Non TSCA | | | | | | | | | | 200 | | |
| 17. All other PCB Waste | | | | | | | | | | 200 | | |
| 18. Corrosive Aerosols | | | | | | | | | | 200 | | |
| 19. Flammable Aerosols | | | | | | | | | | 200 | | |
| 20. Antifreeze | | | | | | | | | | 200 | | |
| 21. Latex Paint (Recyclable) | | | | | | | | | | 200 | | |
| 22. Latex Paint (Non-Recyclable) | | | | | | | | | | 200 | | |
| 23. Lead Acid Batteries (Auto) | | | | | | | | | | 200 | | |
| 24. Motor Oil | | | | | | | | | | 200 | | |
| 25. Oil Filters | | | | | | | | | | 200 | | |
| 26. Mercury | | | | | | | | | | 200 | | |
| 27. Mercury-Containing Devices | | | | | | | | | | 200 | | |
| 28. Fluorescent Light Tubes (Broken) | | | | | | | | | | 200 | | |
| 29. Household Batteries – Alkaline | | | | | | | | | | 200 | | |
| 30. HH Batteries – Lead Acid | | | | | | | | | | 200 | | |

*WASTE MANAGEMENT METHOD – R=RECYCLE, FT=FUELS TREATMENT, DI=DESTRUCTIVE INCINERATION, ST=STABILIZATION, NE=NEUTRALIZATION, LF=LANDFILL

**HANDLING METHOD – BU=BULK, LP=LAB PACK, LO=LOOSE PACK, PA=PALLETIZE, TB=TUB/SKID

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE: _____ DATE _____ SIGNATURE _____

PART 1, HAZARDOUS MATERIALS - BID SHEET CONTINUED

| WASTE CATEGORY | WMM* | HM** | Meter Box | 85 Gallon Drum | 55 Gallon Drum | 30 Gallon Drum | 20 Gallon Drum | 10 Gallon Drum | 5 Gallon Drum | Estimated Quantity (Pound) | Price Per Pound | Total Price |
|---|------|------|-----------|----------------|----------------|----------------|----------------|----------------|---------------|----------------------------|-----------------|-------------|
| 31. HH Batteries – Nickel Cadmium | | | | | | | | | | 200 | \$ | \$ |
| 32. HH Batteries – Mercury | | | | | | | | | | 200 | \$ | \$ |
| 33. HH Batteries – Lithium | | | | | | | | | | 200 | \$ | \$ |
| 34. Electronic Ballasts | | | | | | | | | | 200 | \$ | \$ |
| 35. Class 9 Non-RCRA Solids | | | | | | | | | | 200 | \$ | \$ |
| 36. Class 9 Non RCRA Liquids | | | | | | | | | | 200 | \$ | \$ |
| 37. Asbestos | | | | | | | | | | 200 | \$ | \$ |
| 38. Treated Wood (Various sources) | | | | | | | | | | 200 | \$ | \$ |
| 39. Propane/CNG Cylinders | | | | | | | | | | 200 | \$ | \$ |
| 40. Helium Tanks | | | | | | | | | | 200 | \$ | \$ |
| 41. Oxygen Tanks | | | | | | | | | | 200 | \$ | \$ |
| 42. Empty Containers | | | | | | | | | | 200 | \$ | \$ |
| PART 1: HAZARDOUS MATERIALS (ITEMS 1 THROUGH 42) TOTAL COST: | | | | | | | | | | | \$ | |

*WASTE MANAGEMENT METHOD – R=RECYCLE, FT=FUELS TREATMENT, DI=DESTRUCTIVE INCINERATION, ST=STABILIZATION, NE=NEUTRALIZATION, LF=LANDFILL

**HANDLING METHOD – BU=BULK, LP=LAB PACK, LO=LOOSE PACK, PA=PALLETIZE, TB=TUB/SKID

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE: _____ DATE _____ SIGNATURE _____

IMPORTANT:

FOR BIDS COMPARISON AND COST ANALYSIS PURPOSES, AN ESTIMATED QUANTITY FOR EACH CATEGORY OF HAZARDOUS WASTE, EQUIPMENT, SUPPLIES AND SERVICES PROVIDED IN THE ATTACHMENT 10, BID SHEET AND NONE OF THE QUANTITIES IMPLIED OR GUARANTEED BY THE COUNTY. ACTUAL ANNUAL QUANTITY PER CATEGORY OF HAZARDOUS WASTE COULD BE SUBSTANTIALLY MORE OR LESS THEN THE ESTIMATED QUANTITIES

ALL VENDOR'S PRICING SHALL BE ANNOTATED AND INCORPORATED ON THE BID SHEETS PROVIDED BY THE COUNTY. VENDOR'S OWN OR OTHER PRICING FORMS WILL NOT BE CONSIDERED.

**COUNTY OF SOLANO
 INVITATION FOR BIDS(IFB) NO.: 958-0502-24
 HAZARDOUS WASTE DISPOSAL SERVICES
 BID SHEET – PART 2**

**PART 2: PUMPING OF HAZARDOUS MATERIALS FROM COUNTY CONTAINER/DRUMS TO CONTRACTOR
TANKER TRUCK WITH STINGER - INCLUDING HAULING AND DISPOSING.**

IMPORTANT REQUIREMENT: PROPOSERS SHALL ANNOTATE PRICE PER UNIT AND TOTAL PRICE AS INDICATED. EACH UNIT PRICE SHALL INCLUDE TRANSPORTATION COST. THE COUNTY RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

| DESCRIPTION OF MATERIAL | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
|--|--------|--------------------|------------|-------------|
| 1. SS-1 OIL MIXED WITH DIESEL OR SOY BASED CLEANER | GALLON | 300 | \$ | \$ |
| 2. MOTOR OIL | GALLON | 300 | \$ | \$ |
| 3. ANTIFREEZE | GALLON | 300 | \$ | \$ |
| 3. HYDRAULIC OIL | GALLON | 300 | \$ | \$ |
| 4. OTHER LIKE FLUIDS | GALLON | 300 | \$ | \$ |
| TOTAL COST PART 2, ITEMS 1 THROUGH 4 | | | | \$ |

COMPANY NAME _____
 AUTHORIZED REPRESENTATIVE _____
 (PRINT) _____ DATE _____
 SIGNATURE _____

IMPORTANT REQUIREMENT:

FOR BIDS COMPARISON AND COST ANALYSIS PURPOSES, AN ESTIMATED QUANTITY FOR EACH CATEGORY OF HAZARDOUS WASTE, EQUIPMENT, SUPPLIES AND SERVICES PROVIDED IN THE ATTACHMENT 10, BID SHEET AND NONE OF THE QUANTITIES IMPLIED OR GUARANTEED BY THE COUNTY. ACTUAL ANNUAL QUANTITY PER CATEGORY OF HAZARDOUS WASTE COULD BE SUBSTANTIALLY MORE OR LESS THEN THE ESTIMATED QUANTITIES.

ALL VENDOR’S PRICING SHALL BE ANNOTATED AND INCORPORATED ON THE BID SHEETS PROVIDED BY THE COUNTY. VENDOR’S OWN OR OTHER PRICING FORMS WILL NOT BE CONSIDERED.

**COUNTY OF SOLANO
 INVITATION FOR BIDS(IFB) NO.: 958-0502-24
 HAZARDOUS WASTE DISPOSAL SERVICES
 BID SHEET - PART 3**

PART 3: LIGHT BULBS

IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AND TOTAL PRICE AS INDICATED. EACH UNIT PRICE SHALL INCLUDE TRANSPORTATION COST. THE COUNTY RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS. AS SPECIFIED.

| DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
|--|------|--------------------|------------|-------------|
| 1. FLUORESCENT BULBS INTACT SIZE ONE (1) FOOT | EACH | 100 | \$ | \$ |
| 2. FLUORESCENT BULBS INTACT SIZE TWO (2) FOOT | EACH | 100 | \$ | \$ |
| 3. FLUORESCENT BULBS INTACT SIZE (THREE (3) FOOT | EACH | 100 | \$ | \$ |
| 4. FLUORESCENT BULBS INTACT SIZE FOUR (4) FOOT | EACH | 100 | \$ | \$ |
| 5. FLUORESCENT BULBS INTACT SIZE FIVE (5) FOOT | EACH | 100 | \$ | \$ |
| 6. FLUORESCENT BULBS INTACT SIZE SIX (6) FOOT | EACH | 100 | \$ | \$ |
| 7. FLUORESCENT BULBS INTACT SIZE SEVEN (7) FOOT | EACH | 100 | \$ | \$ |
| 8. FLUORESCENT BULBS INTACT SIZE EIGHT (8) FOOT | EACH | 100 | \$ | \$ |
| 9. CIRCULAR FLUORESCENT BULBS INTACT | EACH | 100 | \$ | \$ |
| 10. COMPACT FLUORESCENT BULBS INTACT | EACH | 100 | \$ | \$ |
| 11. INCANDESCENT BULBS INTACT | EACH | 100 | \$ | \$ |
| 12. U-TUBE FLUORESCENT BULBS INTACT | EACH | 100 | \$ | \$ |
| 13. OTHER INTACT BULBS | EACH | 100 | \$ | \$ |
| TOTAL COST PART 3, ITEMS 1 THROUGH 13 | | | \$ | |

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE (PRINT) _____ DATE _____

SIGNATURE _____

IMPORTANT: FOR BIDS COMPARISON AND COST ANALYSIS PURPOSES, AN ESTIMATED QUANTITY FOR EACH CATEGORY OF HAZARDOUS WASTE, EQUIPMENT, SUPPLIES AND SERVICES PROVIDED IN THE ATTACHMENT 10, BID SHEET AND NONE OF THE QUANTITIES IMPLIED OR GUARANTEED BY THE COUNTY. ACTUAL ANNUAL QUANTITY PER CATEGORY OF HAZARDOUS WASTE COULD BE SUBSTANTIALLY MORE OR LESS THEN THE ESTIMATED QUANTITIES

ALL VENDOR'S PRICING SHALL BE ANNOTATED AND INCORPORATED ON THE BID SHEETS PROVIDED BY THE COUNTY. VENDOR'S OWN OR OTHER PRICING FORMS WILL NOT BE CONSIDERED.

RETURN WITH BID: BID SHEET PART 3, PAGE 1 OF 1

**COUNTY OF SOLANO
 INVITATION FOR BIDS(IFB) NO.: 958-0502-24
 HAZARDOUS WASTE DISPOSAL SERVICES
 BID SHEET - PART 4**

PART 4: CONTAINER COST

IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE PER UNIT AND TOTAL PRICE AS INDICATED. EACH UNIT PRICE SHALL INCLUDE TRANSPORTATIONS COST. THE COUNTY RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
|--|-----------------------------|------|--------------------|------------|-------------|
| 1 | 5 GALLON POLY DRUM | EACH | 200 | \$ | \$ |
| 2 | 10 GALLON POLY DRUM | EACH | 200 | \$ | \$ |
| 3 | 15 GALLON POLY DRUM | EACH | 200 | \$ | \$ |
| 4 | 20 GALLON POLY DRUM | EACH | 200 | \$ | \$ |
| 5 | 30 GALLON POLY DRUM | EACH | 200 | \$ | \$ |
| 6 | 55 GALLON POLY DRUM | EACH | 200 | \$ | \$ |
| 7 | 85 GALLON POLY DRUM | EACH | 200 | \$ | \$ |
| 8 | 10 GALLON STEEL DRUM | EACH | 200 | \$ | \$ |
| 9 | 20 GALLON STEEL DRUM | EACH | 200 | \$ | \$ |
| 10 | 30 GALLON STEEL DRUM | EACH | 200 | \$ | \$ |
| 11 | 55 GALLON STEEL DRUM | EACH | 200 | \$ | \$ |
| 12 | 85 GALLON STEEL DRUM | EACH | 200 | \$ | \$ |
| 13 | CUBIC METER BOX | EACH | 200 | \$ | \$ |
| 14 | ANY OTHER NOT INCLUDED HERE | EACH | 200 | \$ | \$ |
| TOTAL COST PART 4, ITEMS 1 THROUGH 14 | | | | \$ | |

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE (PRINT) _____ DATE _____

SIGNATURE _____

IMPORTANT:

FOR BIDS COMPARISON AND COST ANALYSIS PURPOSES, AN ESTIMATED QUANTITY FOR EACH CATEGORY OF HAZARDOUS WASTE, EQUIPMENT, SUPPLIES AND SERVICES PROVIDED IN THE ATTACHMENT 10, BID SHEET AND NONE OF THE QUANTITIES IMPLIED OR GUARANTEED BY THE COUNTY. ACTUAL ANNUAL QUANTITY PER CATEGORY OF HAZARDOUS WASTE COULD BE SUBSTANTIALLY MORE OR LESS THEN THE ESTIMATED QUANTITIES

ALL VENDOR'S PRICING SHALL BE ANNOTATED AND INCORPORATED ON THE BID SHEETS PROVIDED BY THE COUNTY. VENDOR'S OWN OR OTHER PRICING FORMS WILL NOT BE CONSIDERED.

RETURN WITH BID: BID SHEET PART 4, PAGE 1 OF 1

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

PART 5: OTHER SERVICES

IMPORTANT REQUIREMENT: CONTRACTOR/VENDOR SHALL ANNOTATE PRICE UNIT PRICE AND TOTAL PRICE AS INDICATED. EACH UNIT PRICE SHALL INCLUDE TRANSPORTATION COST. THE COUNTY RESERVES THE RIGHT TO DEEM ANY BID NON-RESPONSIVE AND REJECT IT IF BID PRICE IS NOT EXPRESSED IN UNITS AS SPECIFIED.

*For line item 1. Lab Testing / Identification of Substances cost vary widely depending on the test required, the Cost-Plus-Percentage of Cost with the maximum allowable of 15% of the cost will be evaluated when considering overall expenses for this line item. The County based on complexity of each test, will decide percentage increase of cost of no more than maximum allowable percentage of cost indicated above. Bidders shall provide unit price for all line items.

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
|--|--|------|--------------------|------------|-------------|
| 1 | * LAB TESTING/IDENTIFICATION OF SUBSTANCE(S) | TEST | 50 | \$ | \$ |
| 2 | HAZMAT TECHNICIAN (1 PERSON, 251 DAYS, 8 HRS) | HOUR | 2008 | \$ | \$ |
| 3 | HAZMAT SUPERVISOR (1 PERSON, 251 DAYS, 8 HRS) | HOUR | 2008 | \$ | \$ |
| 4 | HAZMAT SITE SAFETY OFFICER (1 PERSON, 251 DAYS, 8 HRS) | HOUR | 2008 | \$ | \$ |
| 5 | ANNUAL AWARENESS TRAINING FOR COUNTY STAFF | HOUR | 3 | \$ | \$ |
| 6 | ANALYTICAL REQUIREMENTS (WASTE PROFILING, SAMPLING AND ANALYSIS) | TEST | 20 | \$ | \$ |
| TOTAL COST LINE ITEMS 1 THROUGH 5, PART 5 | | | | | |

PLEASE INCLUDE A PRICE LIST OF OTHER GOODS/SERVICES VENDOR MAY OFFER.

PROPOSED COST SUMMERY SHEET

| BID FORM PARTS | TOTAL PRICE |
|--|-------------|
| TOTAL COST PART 1 | \$ |
| TOTAL COST PART 2 | \$ |
| TOTAL COST PART 3 | \$ |
| TOTAL COST PART 4 | \$ |
| TOTAL COST PART 5 | \$ |
| GRAND TOTAL ALL PART 1 – PART 5 | \$ |

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE (PRINT) _____ DATE _____

SIGNATURE _____

IMPORTANT:

FOR BIDS COMPARISON AND COST ANALYSIS PURPOSES, AN ESTIMATED QUANTITY FOR EACH CATEGORY OF HAZARDOUS WASTE, EQUIPMENT, SUPPLIES AND SERVICES PROVIDED IN THE ATTACHMENT 10, BID SHEET AND NONE OF THE QUANTITIES IMPLIED OR GUARANTEED BY THE COUNTY. ACTUAL ANNUAL QUANTITY PER CATEGORY OF HAZARDOUS WASTE COULD BE SUBSTANTIALLY MORE OR LESS THEN THE ESTIMATED QUANTITIES

ALL VENDOR’S PRICING SHALL BE ANNOTATED AND INCORPORATED ON THE BID SHEETS PROVIDED BY THE COUNTY. VENDOR’S OWN OR OTHER PRICING FORMS WILL NOT BE CONSIDERED.

RETURN WITH BID: BID SHEET PART 5 PAGE 1 OF 1 (BID SHEET TOTAL PAGES = 7)

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

LICENSES, PERMITS, CERTIFICATIONS, AND EXEMPTIONS

| Description | Purpose | Indicate Agency Issuing Authority | Permit Number | Expiration Date |
|--|--|-----------------------------------|---------------|-----------------|
| Liquid Waste Hauler Permit | Dispose of Liquid Waste | | | |
| Packaging Exemptions | Transportation of cyanide salts with acids in the same transport vehicle | | | |
| Packaging Exemptions | Transportation of certain flammable and non-flammable aerosols | | | |
| Packaging Exemptions | Transportation of paints in a cubic yard box or roll off | | | |
| Packaging Exemptions | Transportation of poisons in combination packages | | | |
| Packaging Exemptions | Transportation of certain hazardous waste in lab-pack | | | |
| Packaging Exemptions | Transportation of lab-packs & non-bulk with marking 7 segregation relief | | | |
| Hazardous Waste Hauler | Registered Transporter | | | |
| State of California A-General Engineering Contractor License | Perform Hazardous waste related services | | | |
| Federal Highway Administration Motor Carrier | Registered Transporter | | | |
| Hazardous Waste Hauler | Registered Transporter | | | |
| Transporter Identification | Registered Transporter | | | |

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES

EXPERIENCE MODIFICATION RATES

In the space below, please enter your company's experience modification rate for the last three years. Attach the forms from your worker's compensation carrier to provide verification of the entries.

| Year | Experience Modification Rate |
|------|------------------------------|
| 2020 | |
| 2021 | |
| 2022 | |

Please explain an EMR greater than 1 during the past 3 years:

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE (PRINT) _____ DATE _____

SIGNATURE _____

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

TENTATIVE LIST OF SERVICE LOCATIONS

| Description | Address | City |
|--|-------------------------------|-------------|
| Dixon Corporation Yard – Resource Management | North First Street | Dixon |
| Health & Social Services Health Facility | 2101 Courage Drive | Fairfield |
| South County - New Public Health | 2201 Courage Drive | Fairfield |
| Stanton Correctional Facility | 2450 Claybank Road | Fairfield |
| Modular (Sheriff) | 2480 Claybank Road | Fairfield |
| Sentence Detention Facility | 2500 Claybank Road | Fairfield |
| Warehouse (Sheriff) | 2500A Claybank Road | Fairfield |
| Maintenance (Sheriff) | 2500B Claybank Road | Fairfield |
| Portable Bldg. (Sheriff) | 2500C Claybank Road | Fairfield |
| Animal Shelter - Admin Modular | 2510A Claybank Road | Fairfield |
| Large Warehouse | 2543B Cordelia Road | Fairfield |
| Warehouse | 2543A Cordelia Road | Fairfield |
| Warehouse | 2543 Cordelia Road | Fairfield |
| Health & Social Services Headquarters Building | 275 Beck Avenue | Fairfield |
| Operations Facility– Resource Management | 3255 North Texas Street - 226 | Fairfield |
| Transportation Survey, Soils Lab, Maintenance– Resource Management | 3255 North Texas Street - 227 | Fairfield |
| Fleet Operations - Light Equipment Shop | 447 Texas Street | Fairfield |
| Sheriff & Fairfield Jail - Law & Justice Center | 500 Union Avenue | Fairfield |
| Cogeneration Plant | 517/523 Delaware Street | Fairfield |
| Coroner's Office - Law & Justice Center | 520 Clay Street | Fairfield |
| Animal Care New Expansion | 2520 Claybank Road | Fairfield |
| Sentence Detention Facility - LOT | 2500 Claybank Road | Fairfield |
| Corp Yard - Parking– Resource Management | 3255 North Texas Street | Fairfield |
| Rio Vista Corporation Yard - – Resource Management | 940 Saint Francis Way | Rio Vista |
| Fueling System | 1341 Virginia Street | Vallejo |
| Jail | 1350 Virginia Street | Vallejo |
| Any unincorporated road if a cleanup is required | | |
| William J. Carroll Government Center | 1119 East Monte Vista Avenue | Vacaville |
| Vacaville Corporation Yard– Resource Management | 301 Brown Street | Vacaville |
| Nut Tree Airport | 301 County Airport Road | Vacaville |

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

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 |
|--|-------------|---------|
| Attachment 6: 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: |

BY SIGNING THE ABOVE, I CERTIFY THAT I AM AUTHORIZED BY THE COMPANY NAMED ABOVE TO RESPOND TO THIS FORM.

RETURN WITH BID

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

**PUBLIC WORKS REFORMS (SB 854)
FACT SHEET**

(check website below for any updates)

<https://www.dir.ca.gov/default.html>

Public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through the program established by SB 854 are used to fund DIR's public works activities.

Essentials of public works contractor registration program:

- Contractors are subject to a registration and annual renewal fee set initially at \$400. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must not have any delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.
- DIR provides a searchable database of registered contractors and subcontractors on its website, so that awarding bodies and contractors can comply with the requirement to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid doesn't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;

- An unregistered contractor or subcontractor can be replaced with one who is registered;
- A contractor whose registration lapses will have a 90-day grace period within which to pay a late fee and renew.
- Contractors and subcontractors register online. The preferred method of payment is by credit card.
- The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees go into the State Public Works Enforcement Fund and are used to fund the following items:

- Administration of contractor registration requirement;
- All DIR costs for administering and enforcing public works laws;
- Labor Commissioner’s enforcement of other Labor Code violations on monitored public works projects.

DIR no longer charges awarding bodies for prevailing wage compliance monitoring and enforcement on legacy CMU projects.

Related changes in DIR’s administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects were eliminated and replaced by requirements that apply to *all* public works projects (as defined under the Labor Code).
- Awarding bodies are required to submit PWC-100 (contract award notice) for all public works projects.
- Contractors and subcontractors on *all* public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - CPRs are furnished to the Labor Commissioner online
 - This requirement phases in as follows:
 - Applied to public works projects that had been under CMU monitoring;
 - Applies to any new projects awarded on or after April 1, 2015;
 - May apply to other projects as determined by Labor Commissioner;
 - Applies to *all* public works projects, (except those listed under Exemptions just below), on and after January 1, 2016.
 - **Exemptions:** As of April 1, 2015, and even after January 1, 2016, the following projects are exempt from the requirement to have contractors and subcontractors furnish certified payroll records (CPRs) to the Labor Commissioner:

Any projects monitored and enforced by the following legacy LCPs:

- California Department of Transportation (Caltrans)
- City of Los Angeles
- Los Angeles Unified School District
- County of Sacramento

Projects covered by qualifying project labor agreements, at the Labor Commissioner's discretion.

- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) ongoing public works projects awarded prior to January 1, 2012, that were under a pre-existing LCP requirement (see the four legacy LCPs listed above) and (2) projects funded in whole or in part by Proposition 84.

READ AND ACKNOWLEDGE ON THE ATTACHMENT 5 SIGNATURE PAGE

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

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 Bonfire website at <https://solanocounty.bonfirehub.com> or email to IFB coordinator at UWright@solanocounty.com. Please contact the IFB coordinator with any questions regarding this process, 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: |

SUBMIT BY DEADLINE STATED IN CALENDAR OF EVENTS

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

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
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

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 5 SIGNATURE PAGE

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

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 5 SIGNATURE PAGE

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

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 5 SIGNATURE PAGE

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

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

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.

| | |
|-------------------------|--|
| 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
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

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: |

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

DEBARMENT CERTIFICATION

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

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

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

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

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

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

SIGNATURE AND ACKNOWLEDGMENT:

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

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**COUNTY OF SOLANO
 INVITATION FOR BIDS(IFB) NO.: 958-0502-24
 HAZARDOUS WASTE DISPOSAL SERVICES**

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 (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.: 958-0502-24
HAZARDOUS WASTE DISPOSAL SERVICES**

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 Sheet – 5 Parts | |
| Attachment 2 | Licenses, Permits, Certifications, And Exemptions | |
| Attachment 3 | Experience Modification Rates | |
| Attachment 5 | Signature Page | |
| Attachment 8 | Agency Reference Form | |
| Attachment 9 | Non-Collusion Form | |
| Attachment 12 | Drug Free Workplace Certification | |
| Attachment 13 | Declaration of Local Business | |
| Attachment 14 | Debarment Certification | |
| Attachment 16 | 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 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

IFB NO: 958-0502-24

SUBMISSION DATE: 06/15/2023 5:00 PM

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: **\$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. If the Commercial General Liability policy has any exclusions for events arising out of contamination of the environment by pollutants, then Contractor must obtain separate Pollution Liability coverage of \$2,000,000." (Including operations, products and completed operations.)
- (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 Contractor's services under this Contract, Contractor 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 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 is 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 "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. 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.