

1. Definitions

Response: The written, signed and sealed complete document(s) submitted according to the bid instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

Request/Proposal/Bid: The completed and released solicitation document, including all subsequent addenda, made publicly available to all prospective bidders.

We/Us/Our: Terms that refer to the County of Sacramento, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

- Purchasing - the Contracts and Purchasing Services Division of the Department of General Services.
- Department/Division – The department or division requesting the goods or services contained in this request, for which this bid is prepared and which will be the end user of the requested goods or services.
- Constituency – the client base or County population which may benefit from the procurement of goods and/or services requested herein.

You/Your: Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Supplier - A business entity engaged in the business of providing goods, equipment and/or services.
- Bidder - A business entity submitting a Response to this bid. Suppliers which may express interest in this bid, but who do not submit a Response, have no obligations with respect to the bid requirements.
- Contractor - The Bidder(s) whose Response to this bid is evaluated as meeting the needs of the County. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this bid.
- Contractor's Employee - All persons who can be offered to provide the goods, equipment and/or services described in the bid. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

Mandatory: A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as "mandatory" will disqualify the particular response.

Default: A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the contract.

Cancellation/Termination: A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

"Or Equal": A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a bid document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

Post Information

Posted At:

Tue, Jan 20, 2026 1:37 PM

Sealed Bid Process:

Yes (Bids Sealed / Pricing Sealed)

Private Bid:

No

2. Introduction

2.1. Summary

The County of Sacramento (County) is soliciting bids for the purchase of bulk red antifreeze/coolant supplied and delivered on an as-needed basis for the County's fleet vehicles and equipment in accordance with the specifications, terms and conditions contained in this Request for Bids (RFB). Fuel surcharges and tariff charges will not be allowed for the duration of the resulting contract. All applicable shipping/delivery charges shall be included in the cost of the product. Price shall be firm fixed for one year.

All products and services must be provided as described in the Pricing and Scope of Work sections of this RFB. Deviations from requirements will not be considered. This contract excludes collection and recycling of waste coolant.

The County intends to award a contract to the successful bidder (Contractor) for an initial 12-month term. For reasons of economy and efficiency, the County reserves the right to extend the term of the resulting contract for up to four (4) additional one-year terms following the initial 12-month term upon mutual agreement between County and Contractor. The estimated County annual spend for these purchases is \$30,000. Due to varying service requirements and fleet age, the County cannot guarantee purchase of a specific volume of bulk red coolant.

Sacramento County Procurement Alliance (SCOPA)

This RFB is part of a cooperative purchasing agreement through the Lead Participating Agency, County of Sacramento, for SCOPA (Sacramento County Procurement Alliance), a collaboration that allows the County and other Governmental, Educational, and Non-Profit entities to benefit from collective purchasing power. As a result, any selected bid may be utilized by additional participating entities, providing expanded visibility and potential for additional opportunities.

Submit all questions in the Question/Answer section of this RFB.

2.2. Background

The County's Fleet Services Division has been purchasing red coolant in containers but desires to transition to purchasing red coolant in bulk quantities. Fleet Services has designated a 500-gallon tank on its property at 4001 Branch Center Road, Sacramento, CA 95827 for the storage of red coolant.

2.3. Contact Information

Robert Bigney
Senior Contract Services Officer
9660 Ecology Lane
Sacramento, CA 95827
Email: bigneyr@saccounty.gov
Phone: [\(916\) 876-6375](tel:(916)876-6375)

Department:
DGS: CAPSD - Procurement

Department Head:
Brandalyn Tramel
Purchasing Agent

2.4. Timeline

Release Project Date:
January 20, 2026

Question Submission Deadline:
February 4, 2026, 3:00pm

Addendum Issued (if necessary):
February 6, 2026, 3:00pm

Submission Deadline:
February 18, 2026, 3:00pm

Award Contract:
March 11, 2026

3. Bidder's Instructions

3.1. General Format

Respond to all requests for information and completion of forms contained in this Request for Bid. A qualifying response must address all items. Brochures and advertisements will not be considered a complete reply to requests for information and will not be accepted as such. Bidder is solely responsible for accuracy and completeness of bid response and for electronically separating and marking documents as confidential when submitting their response through [SacCountyEbids](#). Responses considered incomplete may be rejected.

3.2. Alteration of Bid Text

The original text of this bid document, as well as any attachments, amendments or other official correspondence related to this bid document, may not be manually, electronically or otherwise altered by bidder or bidder's agent(s). Any response containing altered, deleted, additional or otherwise non-original text will be disqualified.

3.3. Preparation of Response

- A. All responses must be signed by an authorized officer or employee of the responder.
- B. Responses must be submitted prior to the specified date and time, using the Sacramento County's Electronic Bidding website ([SacCountyEbids](#)). Responses delivered by hand, fax, telephone, e-mail, or any postal carrier will not be accepted. If bidder uploads a file to [SacCountyEbids](#), it is bidder responsibility to ensure the file is not corrupt or damaged. If County is unable to open an attachment because it is damaged, corrupt, infected, etc., it may disqualify bidder's submission. See this [training guide](#) for guidance entering your online response.
- C. Time of delivery must be stated as the number of calendar days following receipt of the order by the bidder to receipt of the goods or services by the County.
- D. Time of delivery may be a consideration in the award.
- E. Prices will be considered as net if no cash discount is offered. If a discrepancy between the unit price and the item total exists, the unit price prevails.
- F. Shipping Terms: F.O.B. Destination, freight prepaid; Payment Terms: NET 30.

3.4. Confidential Information/Public Record

All responses become property of the County. All responses, including the accepted bid and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 -6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful bid are not considered proprietary information.

The County will treat all information submitted in a bid as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your bid, you must identify any such information, together with the legal basis of your claim in your bid, and present such information separately as part of your response.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

4. Basis for Award

Award will be made to the bidder whose offer provides the greatest value, in our view, to the County from the standpoint of suitability to purpose, quality, service, previous experience, life cycle, cost, ability to deliver, or for other reasons deemed by Purchasing to be in the best interest of the County.

Public Bid Opening: As soon as possible after the date and time specified by the Request for Bid, pricing information will be made public to all bidders. The responses will remain sealed during the bid evaluation period, and will be made available for public inspection upon notice of bid award.

This bid award will be determined by lowest responsive and responsible bidder. Bid responses will be considered valid for a period of 120 calendar days after bid closing date above.

Bid will be awarded to the lowest responsive and responsible bidder based on Bid Item #1.

Note: All specifications, terms and conditions of this request will apply to any resulting order.

5. Project Details

5.1. Important Instructions for Electronic Submittal

The County is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at [Sign Up \(opengov.com\)](https://opengov.com). Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

5.2. Bulk Red Antifreeze/Coolant Specifications

Contractor shall supply and deliver bulk ES Compleat Organic Acid Technology (OAT) Antifreeze/Coolant (red coolant) that meets all specifications listed below:

- For use in all heavy duty, light duty and gas engines;
- Protects against liner pitting and provides solid corrosion protection for aluminum, cast iron, copper, brass, and solder;
- No SCA or extenders needed for life of the coolant;
- Easy maintenance with extended service non-chemical filters;
- Contains proprietary scale inhibitors;
- Compatible with gaskets, elastomers, non-metallics including silicon seals/hoses;
- OEM approved formulation free of nitrite, amine, phosphate, borate, silicate, and 2-ethylhexonic acid;
- Approved by Cummins to CES14603, CES14439 (for heavy duty) & CES 14636 (for light duty);
- Meets ASTM D3306, ASTM D6210 and TMC RP ~~330~~330;
- Premixed 50/50.

5.3. Scope of Services

Contractor shall:

A. Respond to service calls within two (2) business days of receiving a request for delivery of bulk red coolant unless agreed otherwise with the County shop supervisor or designee;

B. Deliver bulk red coolant, FOB Destination, when requested by the County, Monday through Friday, 7:00 am to 3:00 pm, excluding County holidays, to the following location:

Fleet Services Division
4001 Branch Center Road
Sacramento, CA 95827;

C. Pump coolant into the County's 500-gallon tank at 4001 Branch Center Road;

D. Provide a Safety Data Sheet with the initial delivery.

5.4. Standards

Contractor shall comply with County's Minimum Insurance Requirements as specified in this RFB;

Contractor's delivery drivers shall be appropriately licensed with the California Department of Motor Vehicles;

All services shall comply with the latest codes and regulations including but not limited to:

Hazardous Materials: All material subject to the requirements of the State of California Code of Regulations, Title 8, Article 109, Section 5194 shall be identified.

Title 29, Occupational Safety and Health Act Standards (OSHA);

40 CFR: Protection of Environment;

49 CFR: DOT, Transportation (Hazardous Materials);

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, to provide the goods and services described in this RFB. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of contract and constitutes grounds for the termination of contract by County.

5.5. Advanced Clean Fleets Regulation

Vehicles with a gross vehicle weight rating greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, see CARB [Advanced Clean Fleets](#) and [Advanced Clean Fleets Regulation & Advisories | California Air Resources Board](#).

Prior to contract award, bidder shall provide copies of valid Certificates of Reported Compliance as described in California Code of Regulations, title 13, ("13 CCR") section 2449(n) for the bidder's fleet, and fleets of any listed subcontractors, of vehicles subject to 13 CCR section 2449 which may be used in performance of this project.

If the bidder's fleet, or any subcontractor's fleet, is exempt or is not subject to the regulation bidder shall clearly indicate the applicable exemption in the bidder's response. For more information, see CARB [Advanced Clean Fleets Regulation Exemptions and Extensions Overview | California Air Resources Board](#).

Certificates of Reported Compliance and/or exemptions must be submitted and must be received by the County prior to contract award.

5.6. Cooperative Participation Agreement

This RFB is part of a cooperative purchasing agreement through the Lead Participating Agency, County of Sacramento, for SCoPA (Sacramento County Procurement Alliance), a collaboration that allows the County and other Governmental, Educational, and Non-Profit entities to benefit from collective purchasing power. As a result, any selected bid may be utilized by additional participating entities, providing expanded visibility and potential for additional opportunities. Respondent further acknowledges that Cooperative use is not guaranteed.

Optional National Compliance

This RFB is issued in accordance with the regulations and requirements of the State of California and is primarily intended for services within this state. However, respondents interested in providing services outside of California under this contract must demonstrate their ability to comply with the applicable local, state, and federal regulations of any additional states where services may be provided. Compliance with equivalent regulations in other states will be required for those bidders seeking to expand their service offerings nationally

Eligibility Requirements - Optional Licensing and Compliance Across States

Proposers interested in being considered for business outside of California must possess or demonstrate the ability to obtain all necessary local, state, and federal certifications and permits required not only in California but also in any other states where they propose to offer services.

6. Vendor Submissions

1. Bid Requirements*

Did you read through and confirm that you met all of the bid requirements?

Yes

No

*Response required

2. Please confirm that your company will accept the County's contract terms and conditions.*

Please confirm

*Response required

3. Cooperative Participation Alliance Terms*

The Master Agreement awarded under this Solicitation by County of Sacramento, will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. PA's may include, but aren't limited to, entities such as local governments, educational institutions, special districts or non-profits, that have joined together to leverage their joint buying power. These entities will operate under the same terms and pricing as Lead Procurement Agency (LPA), County of Sacramento, including Administrative Fee and Sales Reporting provisions. PAs may include but aren't limited to municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, public health institutions, or other eligible public agencies, educational institutions and non-profit organizations.

The awarded vendor(s) are required to provide all services to Sacramento County. Ability to service PA's outside Sacramento County will not affect your ability to win this business.

Please download, complete, and upload the Cooperative Procurement Alliance Terms and Conditions document.

SCOPA_Cooperative_Procurement_Alliance_Terms.pdf

*Response required

4. Minimum Insurance Requirements including Pollution Liability*

Confirm that you have reviewed and will comply with the County's Minimum Insurance Requirements, including Pollution Liability.

Please confirm

*Response required

5. Licenses and Permits*

Upload all federal, state and local licenses, permits or certificates that your firm possesses that are necessary to supply and deliver bulk antifreeze/coolant as described in this RFB.

Please upload your response

*Response required

6. Safety Data Sheet and Specifications for Product Offered*

Upload the Safety Data Sheet and specifications for the product offered in your bid response.

Please upload your response

*Response required

7. Advanced Clean Fleets Regulation*

Please review section 5.5 "Advanced Clean Fleets Regulation," and provide either an exemption or certification with your proposal in response to this solicitation.

Please confirm

*Response required

8. Bid Documents*

Please Upload any/all required or supplemental bid documents here.

Please upload your response

*Response required

9. Confidential Company Information (if applicable)

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information in this section as part of your response package. Click "File Upload" below to upload your confidential documents.

Please upload your response

10. Contractor Certification of Compliance*

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- (a) the CONTRACTOR is a government or non-profit entity (exempt)
- (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt)
- (c) each Principal Owner (25% or more), does not have any existing child support orders
- (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

*Response required

11. Contractor Certification of Compliance Cont...*

New CONTRACTOR shall certify that each of the following statements is true:

- A. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- B. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at www.childsup.ca.gov.

- Yes
- No

*Response required

12. Solicitation Exceptions*

Please list all exceptions below referring to name of specific section and (where applicable) paragraph, subsection number, or other identifier. For each exception, please quote the statement(s) to which you are taking an exception, for reference during bid analysis. Exceptions considered excessive or affecting vital terms, conditions or specifications may reduce or eliminate your prospects for award.

Please include the following with every exception (if your company has no exceptions, type "N/A" in this field):

- A. Page #
- B. Section#/Title
- C. Exception Description

Enter response

*Response required

13. Non-Collusion Affidavit*

I state that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- A. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed below in the exceptions field (accept with exceptions).

- B. That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and that they will not be disclosed before proposal opening.
- C. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal/bid or other form of complementary proposal.
- D. The proposal by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- E. My firm, its affiliates, subsidiaries, officer, directors and employees are not currently under investigation by any governmental agency and have not in the last five years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- F. No current or previous employee of the County of Sacramento (employed by County of Sacramento within the last calendar year) has been involved or is currently involved in any manner, directly or indirectly, with bidder's response or considerations in responding to this request.

I understand and my firm understands and acknowledges that the above representations are material and important, and will be relied upon by the County of Sacramento in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Sacramento of the true facts relating to the submission of proposals/bids for this contract. Any violation of this certification shall render bidder's response invalid. In such a case, bidder's response will be immediately disqualified.

Please confirm

*Response required

14. Procurement Opportunities Program - Local and Micro Business Preference

PURPOSE

The purpose of the Procurement Opportunities Program is to promote and enhance the utilization of local and small business enterprises in the County's procurement and contracting processes. Small businesses contribute to the overall economic health of the community. Therefore, government has a compelling interest to provide economic opportunity to small businesses. The economic health of the community is dependent upon an active and thriving business community, including both large and small businesses. For this reason, the program is designed to provide procedural assistance and contracting information to any firm wishing to do business with the County. This program is not, however, intended to become a separate activity within the County's procurement and contracting process. It is intended to be an integral part of the County's standard procurement and contracting process.

INCENTIVES

Service and supply acquisition: For material, supply, construction and/or non-professional service contracts of less than \$1,000,000 processed through the Department of General Services, Contract and Purchasing Services Division, or through the Delegated Purchase Order (DPO) Program. The County of Sacramento will award a two-percent (2%) price or point micro-business preference to State Certified Micro-Business enterprises located within the Sacramento Regional Market Area (Sacramento, El Dorado, Placer, Sutter, Yolo and Yuba Counties), and/or a five-percent (5%) price or point local business preference.

The Delegated Purchase Order program (a delegated purchasing program utilized by department "DPO Buyers") includes a provision requiring the departments to obtain multiple quotes based on the dollar amount of the purchase. This program will eliminate the quoting requirement if the DPO Buyer issues a DPO to a certified micro-business in the Sacramento Regional Market Area. When obtaining multiple quotes, the DPO Buyer shall apply all applicable preferences stipulated in this program.

LOCAL BUSINESS PREFERENCE QUALIFICATIONS

Pursuant to Sections 2.56.420 and 2.56.440 of the Sacramento County Code, where applicable, a local price or point preference credit of 5% shall be granted to Local Business Enterprises on supply and non-professional service contracts of less than one million dollars (\$1,000,000) to business enterprises located within Sacramento County when evaluating bids for material, supply, construction, and/or non-professional services acquisitions processed through the Department of General Services, Contract and Purchasing Services Division or through the Delegated Purchase Order Program. In order to qualify for local preference, a vendor must meet all of the following criteria (as defined in SCC 2.56.420):

- A. The business maintains its Principal Place of Business within the geographic boundaries of the County of Sacramento.
 - 1. Suppliers and professional truck drivers are not required to maintain their principal place of business within the County, but must maintain a Fixed Office within the County. Suppliers must also maintain a continuously stocked inventory within the County consistent with the type of goods for which the business is seeking a local preference. Professional truck drivers must also park their registered vehicles and trailers within the County when not under contract for use. The business may be required to submit to the County a copy of its rental or lease agreement evidencing its Fixed Office location.
- B. The business must provide 50 percent or more of the contracted product from its own local inventory.
- C. The business must possess a current County of Sacramento business license or a business license from a city within the County. If the business's Fixed Office is located in a city that does not issue business licenses, the business must be current with the city's business operations taxes or other business regulations.
- D. The business has been established and conducting business activities in the County for at least six months preceding the due date of the bid/proposal for which a local preference is being sought. The business may be required to submit to the County evidence of its business activities within the Sacramento area during the preceding six months.
- E. The business must have paid sales tax to either a city located within the County or to the County of Sacramento. The business may be required to submit to the County copies of its State of California Board of Equalization sales and use tax returns.

This preference shall also be provided to Sacramento Regional Market Area businesses that meet the criteria of a Local Business Enterprise for the county in which they are located, provided that:

- A. Those criteria are at least as stringent as section 2.56.420(d); and
- B. The county in which such businesses are located also provides pricing preferences to businesses located within Sacramento County.

Bidders claiming local vendor preference for any Request for Bid, Price Quote, or Request for Proposal must submit an Affidavit of Eligibility (see page 3) with their bid, quote or proposal response, unless an approved affidavit is already on file.

For questions or assistance relating to the County of Sacramento's Local Vendor Preference Policy, call the Contract & Purchasing Services Division at 916-876-6360 or visit our website at www.saccounty bids.net.

Complete information regarding this program is located on the following website:

<http://www.dgs.saccounty.net/capsd/Pages/County-Purchasing-Code.aspx#2.56.410>

MICRO-BUSINESS PREFERENCE QUALIFICATIONS

Most County contracts are open to competitive bidding. It is the policy of the County to actively solicit participation by small business enterprises in its procurement and contracting activities. In order for the County to readily find small businesses to solicit, businesses should (1) be certified with the State of California, Office of Small Business and DVBE Services, or reciprocal agency, and (2) register with the State of California, Department of General Services.

The County will accept certifications from the State of California, Office of Small Business and DVBE Services, or reciprocating governmental agencies. The County will accept formal certifications from other agencies within the State of California for documentation purposes. For a firm to be eligible for a two-percent (2%) price preference, it must meet all of the following criteria (as defined in SCC 2.56.420):

- A. formally certified micro-business,
- B. independently owned and operated,
- C. is not dominant in its field of operation,
- D. has its Principal Place of Business located in the Sacramento Regional Market Area,
- E. together with its affiliates, is either a service, construction, or non-manufacturing firm with twenty-five (25) or fewer employees, and
- F. an average annual gross receipts of five million dollars (\$5,000,000) or less over the previous three years.

COMPLETE THIS SECTION IF YOU QUALIFY FOR AND WISH TO CLAIM A 5% LOCAL VENDOR PREFERENCE AND/OR A 2% MICRO-BUSINESS PREFERENCE (REFER TO PREVIOUS INFORMATION FOR QUALIFICATION REQUIREMENTS).

To claim the local vendor preference (5%), complete the items in sections 18 and 19 below. To claim the micro-business preference, complete the items in sections 18 and 20 below. To claim both preferences (7% combined), complete all sections 18 - 20. Incomplete forms may be rejected.

14.1. Does your company qualify for the Local Business Preference, and/or the Micro-Business Preference?*

Select "Yes" if your company meets either of the local/micro business preference qualifications above.

If you selected "No" then the remaining questions do not require a response EXCEPT for the two (2) confirmations "Under penalty of perjury, the undersigned states that the foregoing statements are true and correct..."

- Yes
- No

*Response required

14.2. Legal name of Business and Physical Address (Also Include Mailing Address if different).

Enter the following information here:

- A. Legal name of business
- B. Physical street address, city, state & zip code
- C. Mailing address (only if different from physical address)

Enter response

14.3. County and Year Business was Established

- A. County established:
- B. Year established:
- C. Business license number:
- D. Business license issued by:

Enter response

14.4. Does your business have more than one office in the State of California?

If **Yes**, specify the office location considered as the *point-of-sale for sales tax purposes*:

- A. Office Location: street address, city, state, zip code

Enter response

14.5. For transactions which require sales tax, provide the Reseller Permit Number.

Please enter the following information exactly as it appears on your permit:

- A. Permit number
- B. Company name

C. Street address, city, state, zip code

Enter response

15. Procurement Opportunities Program - Local Business Preference Questionnaire

15.1. Is your Principal Place of Business located within the geographic boundaries of the County of Sacramento?

Yes
No

15.2. Does your business provide 50 percent or more of the contracted product from its own local inventory?

Yes
No

15.3. Does your business possess a current County of Sacramento business license or a business from a city within the County?

Yes
No

15.4. Has your business been established and conducting business activities in the County for at least six months preceding the due date of the bid/proposal for which a local preference is being sought?

Yes
No

15.5. Has your business paid sales tax to either a City located within the County or to the County of Sacramento?

Yes
No

15.6. Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Sacramento County products and services for a period of one (1) year.*

Please confirm

*Response required

16. Procurement Opportunities Program - Micro-Business Preference Questionnaire

16.1. Is your business independently owned and operated?

Yes
No

16.2. Is your business not dominant in its field of operation?

Yes
No

16.3. Together with your affiliates, is your business either a service, construction, or non-manufacturing firm with twenty-five (25) or fewer employees?

- Yes
- No

16.4. Does your business have an average annual gross receipts of five million dollars (\$5,000,000) or less over the previous three years?

- Yes
- No

16.5. Provide the company's State of California Small Business Certification Number and expiration date.

Enter response

16.6. Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Sacramento County products and services for a period of one (1) year.*

Please confirm

*Response required

7. Pricing Table

PRICING

Pricing shall include all costs to supply and deliver Bulk Red Coolant, including, but not limited to, delivery, handling, pumping and all other related costs, excluding tax. Fuel surcharges, tariff charges, or any other additional charges shall not be considered. Pricing offered shall remain firm fixed for the initial term of an awarded contract. The volume provided is for bid evaluation purposes only; due to varying service requirements and fleet age, the County cannot guarantee purchase of a specific volume of bulk red coolant. In the last column, indicate the minimum number of gallons of Bulk Red Coolant to be delivered per order.

| Line Item | Description | Volume | UOM | Unit Cost | Total | Comments |
|-----------|---|--------|--------|-----------|-------|----------|
| 1 | Bulk Red Coolant delivered to County's 500-gallon tank located at 4001 Branch Center Rd., Sacramento, CA 95827. | 2,000 | Gallon | | | |

SCOPA PRICING

Indicate percentage markup to be applied to Line Item #1 unit cost that shall be applicable to participating agencies who utilize the resulting Master Agreement. Enter "0" for no markup. Pricing shall include all costs to supply and deliver Bulk Red Coolant, including, but not limited to, delivery, handling, pumping and all other related costs, excluding tax. Fuel surcharges, tariff charges, or any other additional charges shall not be considered. Pricing offered shall remain firm fixed for the initial term of an awarded contract.

| Line Item | Description | UOM | Unit Cost | Markup (%) | No Bid | Comments |
|-----------|--|--------|-----------|------------|--------|----------|
| 2 | Bulk Red Coolant supplied and delivered to other locations within Sacramento County, CA. | Gallon | N/A | | | |
| 3 | Bulk Red Coolant supplied and delivered to geographic areas up to 50 miles outside of Sacramento County. | Gallon | N/A | | | |

| Line Item | Description | UOM | Unit Cost | Markup (%) | No Bid | Comments |
|-----------|---|--------|-----------|------------|--------|----------|
| 4 | Bulk Red Coolant supplied and delivered to geographic areas greater than 50 miles outside of Sacramento County. | Gallon | | N/A | | |

8. Additional Terms and Conditions

8.1. Additional Terms and Conditions

Bidder Responsibility: You are expected to be thoroughly familiar with all specifications and requirements of this bid. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this bid. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this bid unless you have specifically, by section number, raised objection.

Awards:

- A. The County of Sacramento reserves the right to:
 - A. award responses received on the basis of individual items, or groups of items, or on the entire list of items;
 - B. reject any or all responses, or any part thereof;
 - C. waive any informality in the responses; and
 - D. accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.
- B. Preference for Sacramento County Products. In purchases by the County of Sacramento, price and quality being equal, preference must be given to Sacramento County products (Charter of the County of Sacramento, sec. 83); also, ". . . preference must be given to the lowest responsible local bidder offering to supply such items for purchase which are raised, grown, manufactured, fabricated, processed or assembled in Sacramento County . . ." (Sacramento County Code, sec. 2.56.060).
- C. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

Taxes:

- A. Include any sales, use, or federal excise taxes in your response as separate line item(s).
- B. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.
- C. Items purchased for resale will show the County's resale permit number on the purchase order.
- D. Exemption certificates will be furnished when federal excise tax is exempted.

Brand Names: Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal is final and conclusive. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified.

Samples: Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

Termination:

- A. County may terminate any resulting contract without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

- B. County may terminate any resulting contract for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in resulting contract in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. County may terminate or amend any resulting contract immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for resulting contract or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to resulting contract are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for resulting contract or any portion thereof; or 4) if funds that were previously appropriated for resulting contract are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If any resulting contract is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by resulting contract as the services actually performed bear to the total services of contractor covered by resulting contract, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the resulting contract total based on the portion of the resulting contract term that has elapsed on the effective date of the termination.
- E. Contractor shall not incur any expenses under any resulting contract after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

Public Agency Participation: It is intended that any other public agency including those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation. The County of Sacramento shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation.

Out of State Vendors Providing Services to the County of Sacramento: Recent state legislation requires the County to withhold seven percent (7%) of all income paid to certain independent contractors who do not reside in California. (Rev. & Tax. Code §18662; Cal. Admin. Code §§18662-1-18662-14.) This provision does not apply if the total amount paid for services in a given year is less than \$1,500. It also does not apply if the contractor is: a) a corporation with a principal place of business in California; b) a partnership with a permanent place of business in California; c) a corporation qualified through the Secretary of State to do business in California; or d) an individual with a permanent residence in the State of California.

FTB Waiver -The contractor can apply to the FTB for a waiver from this withholding requirement. An FTB waiver will generally be granted when the nonresident contractor has a current history of filing California tax returns and/or is currently making estimated tax payments to the FTB. An FTB waiver request is made on FTB Form 588, which can be faxed to the FTB at (916) 845-4831.

Payments (E-Payables)

The County of Sacramento has partnered with Bank of America to implement a card payment program, ePayables, offered to County's suppliers/contractors/vendors. This preferred payment method will reduce paper waste and expedite payments to recipients. Traditional forms of payment (hardcopy checks) remain.

ePayables will not affect payment terms and conditions of any existing contract. Once an invoice is approved for payment, an electronic remittance advice will be sent to the recipient's email instead of a hardcopy check. The remittance advice will include statement-type information such as: invoice numbers, dates, and invoice amounts. Payments can be retrieved with a County designated account number assigned to the contractor. For more information, go to www.bankofamerica.com/epayablesvendors or contact the Sacramento County Department of Finance at 916-874-7411 (epayables@saccounty.gov).

Late Payments: Should the county be late in making payments against invoices submitted correctly and timely, any interest levied by the vendor for payments shall be limited by the Section 926.10 of the California Government Code.

Reports:

- A. CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by COUNTY concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to resulting contract.

8.2. Indemnification (goods)

The contractor shall indemnify, defend and hold harmless the County, its officers, agents, employees, and representatives, from and against any and all claims, losses, liabilities, or damages, demands and action including payment of reasonable attorneys' fees, arising out of or resulting from the performance of resulting contract, caused in whole or in part by any negligent or willful act or omission of the contractor, its officers, agents, employees, representatives, or anyone directly or indirectly acting on behalf of the contractor, regardless of whether caused in part by a party indemnified hereunder.

9. Environmental Purchasing Policy

COUNTY OF SACRAMENTO

ENVIRONMENTALLY PREFERABLE PURCHASING

GUIDELINES AND PROCEDURES

1. PURPOSE

The purpose of the Environmentally Preferable Purchasing ("EPP") policy is to support the purchase of recycled and environmentally preferable products, and reduce waste to minimize environmental impacts of our work. The County of Sacramento recognizes that employees can make a difference in favor of environmental stewardship through contractual relationships and purchasing practices. The types of products and services purchased by the County of Sacramento has a big impact on our environment, our residents, and our employees.

The purchase of environmentally preferable products and services shall be evaluated in all procurements whenever they perform satisfactorily and are available at a reasonably competitive price. Where possible this includes the reduction or elimination of single use products. Additionally, state law now requires the County to purchase Recovered Organic Waste Products and recycled content paper.

2. GOALS

The goals of this policy are to:

- Protect and conserve natural resources, water and energy;
- Minimize the County's contribution to climate change, pollution, and solid waste disposal;
- Provide guidance for County departments on environmentally preferable purchasing;
- Comply with State requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 procurement regulations). SB 1383 (2016) requires:

- o Procurement of Recovered Organic Waste Products to support Organic Waste disposal reduction targets and to support markets for products made from recycled and recovered Organic Waste materials; and
- o Procurement of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.
- Comply with directives in the County of Sacramento Climate Emergency Resolution No. 2020-0856; and
- Comply with directives in the County of Sacramento Climate Action Plan.

3. MANDATORY PROCUREMENT PRACTICES

In cooperation with their internal and external customers, the County of Sacramento (throughout this document the term “County” includes all County of Sacramento agencies, departments, and divisions) shall purchase the following recycled products:

- A. Printing and Writing Papers, including all imprinted letterhead paper, envelopes, copy paper and business cards. These shall contain a minimum of 30% postconsumer recycled content. (Refer to SB 1383 Recycled-Content Paper Procurement Requirements)
- B. Paper Products, including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders and other products comprised largely of paper. (Refer to SB 1383 Recycled-Content Paper Procurement Requirements)
- C. Recovered Organic Waste Products, including SB 1383 Eligible Compost, SB 1383 Eligible Mulch, SB 1383 Eligible Renewable Gas, and SB 1383 Eligible Electricity Procured from Biomass Conversion. (Refer to SB 1383 Organic Waste Product Procurement Requirements)

4. PREFERRED PROCUREMENT PRACTICES

A. Product Categories

In cooperation with their internal and external customers, the County shall at a minimum, evaluate the following environmentally preferred product categories and purchase them whenever practical:

1. Remanufactured laser printer toner cartridges and remanufactured or refillable ink-jet cartridges
2. Janitorial and cleaning products with County recognized Ecolabels
3. Re-refined antifreeze, including on-site antifreeze recycling
4. Re-refined lubricating and hydraulic oils
5. Renewable CNG and diesel fuels in place of traditional CNG and diesel fuels for County vehicles in on- and off-road fleets using these fuels (Final Draft Climate Action Plan Policies GOV-FL-02 and GOV-FL-03).
6. Recycled plastic outdoor-wood substitutes, including plastic lumber, benches, fencing, signs and posts
7. Recycled content construction, building and maintenance products, including plastic lumber, carpet, tiles, and insulation
8. Re-crushed cement concrete aggregate and asphalt
9. Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products, or low carbon concrete
10. Re-treaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.
11. Recycled content paint
12. Landscaping that fits the natural ecosystems and fosters soil health, reduces runoff and pollution, prevents and reuses plant waste, and conserves water and other natural resources
13. Energy efficient appliances, lighting, and building materials
14. Water efficient products where available, including for upgrades or refurbishments
15. Furniture made with recycled content to promote waste diversion and furniture that does not include certain chemical additives to improve indoor air quality and employee and resident health
16. EPEAT registered technology and electronic products

17. Other products or services that are available in the marketplace or as designated by General Services

B. Sustainability Considerations

Sustainability considerations by County employees responsible for purchasing decisions and in furtherance of this policy, include but are not limited to:

1. Third-party environmental certifications as approved by the State of California Third Party Environmental Certifications by Category and/or the Environmental Protection Agency Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing
2. Opportunities for product source reduction
3. Product life-cycle impacts and costs
4. Greenhouse gas emissions and compatibility with the carbon neutrality goals in Climate Emergency Resolution 2020-0856 (this may factor into the location and transportation of products or services)
5. Equity and environmental justice impacts
6. Pollutant releases in manufacturing, transport, and use of products, and related services
7. Toxicity, especially the use of persistent, bio-accumulative and toxic chemicals
8. Energy and water consumption considerations, in product production and life-cycle, and in the delivery of services
9. Impacts on natural resources, biodiversity and habitat
10. Consideration of impacts on County resident and employee health

C. Fiscal Considerations

Fiscal considerations by County employees responsible for purchasing decisions and in furtherance of this policy include, but are not limited to:

1. Availability of environmentally preferable products and services in the marketplace and pricing compared to less desirable alternatives
2. Use reduction opportunities Countywide
3. Life-cycle cost assessment to identify the lowest total life-cycle cost to the County, including: performance, durability, repairability, disposal, and replacement costs
4. Opportunities to leverage buying power for Countywide or cross departmental purchases where practical
5. Impacts on County staff time and labor
6. Long-term financial or other market changes

5. WASTE PREVENTION PRACTICES

All County employees are encouraged to reduce their consumption of resources by incorporating the following practices into their daily activities and operations. Accomplishment of these activities will be through appropriate staff diligence and resources such as County newsletters and the County Public Information Office ("PIO").

- A. Consider durability and repairability of products prior to purchase
- B. Conduct routine maintenance on products or equipment to increase their useful life
- C. Use duplex features on printers and copiers, and specify duplex on print jobs
- D. Create electronic letterhead for Countywide use
- E. Send and store information electronically when possible
- F. Review record retention policies and implement document imaging systems
- G. Identify and eliminate single use products where co-alternatives are available
- H. Use surplus County property in lieu of new purchases when available

I. Use interdepartmental or interagency loans or other pooled resources in lieu of new purchases when practical

J. Other waste prevention practices that further the goals of this policy

6. RESPONSIBILITIES

A. County Agencies, Departments, and Divisions

All County agencies, departments, and divisions are responsible for the implementation of this policy and shall:

1. Practice waste prevention and reduction whenever possible by reducing the purchase of items that cannot be recycled locally, and by reusing items as much as possible.
2. Continue to utilize recycling programs and expand programs where possible.
3. Procure recycled or environmentally preferable products and services whenever practical.
4. Develop, evaluate and maintain information about environmentally preferable and/or recycled products containing the maximum practical amount of recycled materials. Cross-share information with other departments when potential shared use of a product exists.
5. Develop specifications used in public bidding aimed at eliminating barriers to recycled-content or environmentally preferable products, such as outdated or overly stringent product specifications and specifications not related to product performance.
6. Develop specifications that include environmentally preferable attributes where practical or available and where the requirement does not unduly restrict competition.
7. Ensure that procurement documents issued by the departments require environmental preferred alternatives whenever practical.
8. Educate and promote this policy through appropriate staff and the use of department communications, such as PIOs, newsletters, special events, etc. This should include documentation of successes, challenges, changes, and goals, etc.
9. Provide the Department of General Services, Contracts and Purchasing Services Division ("CAPSD") as directed by the Recordkeeping Designee with information on recycling activities, recycling programs, recycled-content purchases, and SB 1383 eligible purchases.
10. Inform employees of their responsibilities under this policy and provide information on recycled products and environmental preferable procurement opportunities.
11. Submit new ideas or suggestions to CAPSD in furtherance of this policy.

B. Department of General Services

The Department of General Services, CAPSD shall:

1. Maintain and use information, furnished by its customers, about environmentally preferable and recycled products containing the maximum practical amount of recycled materials and encourage the County to purchase such products whenever possible.
2. Provide County purchasers with vendor furnished information about recycled products and environmental procurement opportunities.
3. Inform vendors of the County's EPP Policy and include contract clauses required for SB 1383 compliance.
4. Structure applicable contracts to offer and/or feature recycled content products and services whenever possible, or as required pursuant to SB 1383.
5. Encourage development of specifications used in public bidding aimed at eliminating barriers to recycled-content products and environmentally preferable products, such as outdated or overly stringent product specifications and specifications not related to product performance.
6. Ensure all requests for proposals encourage vendors to offer recycled, or environmentally preferable products and sustainable business practices whenever practical.
7. Propose inclusion of Eco-labels or other third party certifications in contract specifications wherever practical.
8. Provide information to departments on State of California competitively procured "Buying Green" contracts that are available for County use.
9. Revise this EPP policy as needed to reflect current best practices, changes in the marketplace, innovations, revised legal requirements, or goals.

7. MANDATORY PURCHASING RECORDKEEPING RESPONSIBILITIES

A. The Department of General Services will be the responsible department and will select an employee to act as the Recordkeeping Designee that will be responsible for obtaining records pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

B. The Recordkeeping Designee will do the following to track Procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper:

1. Maintain copies of invoices or receipts or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments and/or divisions procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of Jurisdiction's documentation of its compliance with 14 CCR Section 18993.3.

2. Maintain copies of invoices or receipts or documentation evidencing procurement from all departments and divisions procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the County to develop evidence of County meeting its Annual Recovered Organic Waste Product Procurement Target. These records must be kept as part of the County's documentation of its compliance with 14 CCR Section 18993.1.

3. Maintain documentation submitted by the County, Direct Service Providers, and/or vendors, including the information reported to the Recordkeeping Designee.

4. Compile an annual report on the County's direct procurement, and vendor/other procurement on behalf of the County, of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 for the Annual Recovered Organic Waste Product Procurement Target and 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the County's Department of Waste Management and Recycling, the responsible entity for compiling the annual report to be submitted to CalRecycle pursuant to 14 CCR Division 7, Chapter 12, Article 13.

10. Insurance Requirements for Contractors

A. **VERIFICATION OF COVERAGE.** CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

B. **MINIMUM SCOPE OF INSURANCE.** Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

b. Personal Lines automobile insurance shall apply if vehicles are individually owned. Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require

CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

C. MINIMUM LIMITS OF INSURANCE. CONTRACTOR shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:
 - a. Building Trades General Aggregate: \$2,000,000
 - b. Products Comp/Op Aggregate: \$2,000,000
 - c. Personal & Adv. Injury: \$1,000,000
 - d. Each Occurrence: \$2,000,000
 - e. Fire Damage: \$ 100,000
 - f. Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).
2. AUTOMOBILE LIABILITY:
 - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. WORKERS' COMPENSATION: Statutory.
4. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
5. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$1,000,000 per claim and aggregate.
6. POLLUTION LIABILITY: \$1,000,000 per claim or occurrence and aggregate.

D. DEDUCTIBLES AND SELF-INSURED RETENTION. Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

E. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE. If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

F. POLLUTION LIABILITY. Insurance which includes coverage arising out of the handling, remediation, clean up or transport of hazardous materials or hazardous waste.

G. OTHER INSURANCE PROVISIONS. The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

1. All Policies:
 - a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
 - b. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed.

Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

H. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

1. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
4. **SEVERABILITY OF INTEREST:** The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTORs subcontractor.

I. WORKERS' COMPENSATION. Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

J. PROPERTY. Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the CONTRACTOR in performance of the Agreement shall contain the following provisions:

1. The COUNTY shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the COUNTY.
3. **Inland Marine Waiver of Subrogation:** Any Inland Marine insurance policies maintained by the CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.

K. NOTIFICATION OF CLAIM. If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

11. Attachments