



County of Sacramento Open Item Contract

Contract and Purchasing
Services Division
9660 Ecology Ln.
Sacramento, CA 95827
(916) 876-6360

Open Item Contract WA00048194 / 04/24/2026

Your Vendor number with us
624809

SAFETY-KLEEN SYSTEMS INC
42 LONGWATER DR
NORWELL MA 02061

This number must appear on all correspondence to the
Purchasing Division.

Contract number/date

WA00048194 / 04/24/2026

Issuing Officer/Telephone

Bigney, Robert/916-876-6375

Signature: _____

Contract Period

Valid from: 04/24/2026

Valid to: 04/23/2027

F.O.B. Dest., Freight Prepaid

Payment Terms: Due in 30 Days

Contractual maximum value: 30,000.00

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the last page of contract.

Before supplying any goods or services to the County, the vendor must obtain one of the following 2 options (1) a CSO (Contract Shipping Order) number or (2) Procurement Card authorization from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable unless it is being processed on a Procurement Card. For either a CSO or a Procurement Card authorization to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number or Procurement Card authorization number must be referenced on all documents related to the order (packing slips, invoices, etc.) For Procurement Card authorizations, only reference the last 4 digits (for Security confidentially). Failure to obtain a CSO or Procurement Card authorization and reference its number may result in the delay or non-payment of the invoice.

SUPPLY AND DELIVER BULK OAT RED ANTIFREEZE/COOLANT

RFB NUMBER: 2025-RFB-0026

MATERIAL DESCRIPTION: Bulk OAT Red Antifreeze/Coolant

CONTRACTOR CONTACT INFORMATION:

Safety-Kleen Systems, Inc.

PHONE: 781-427-3060

E-MAIL: lapham.leonard@safety-kleen.com

WEBSITE: www.safety-kleen.com

END-USER DEPARTMENT CONTACT:
Bruce Isaeff, Heavy Fleet Manager
Department of General Services
Fleet Services Division
PHONE: 916-874-1147
E-MAIL: isaeffb@saccounty.gov
REFERENCE NUMBER: RC33702528

ISSUING CONTRACT SERVICES OFFICER:
Robert Bigney, Sr. Contract Services Officer
PHONE: 916-876-6375
E-MAIL: bigneyr@saccounty.gov

This Contract (Contract) is made and entered into this 24th day of April, 2026 (Effective Date) by and between the COUNTY of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Safety-Kleen Systems, Inc. hereinafter referred to as "CONTRACTOR."

The following documents are attached hereto and incorporated herein by reference:

- a. Request for Bids 2025-RFB-0026
- b. Appendix G - Minimum Insurance Requirements
- c. Addendum - Cooperative Procurement Alliance Terms
- d. CONTRACTOR's Bid Response

1. SCOPE OF SERVICES

CONTRACTOR shall supply and deliver bulk Organic Acid Technology (OAT) red coolant to the COUNTY on an as-requested, as-needed basis in accordance with the specifications, scope of services, standards, terms and conditions of Request for Bids No. 2025-RFB-0026. CONTRACTOR shall perform Services and provide bulk red coolant in the type and manner described in the bid response given to the COUNTY.

CONTRACTOR's product offered: HD Extended Life OAT (Red) 50/50 Pre-Diluted Antifreeze/Coolant

Contractor shall:

A. Respond to service calls within two (2) business days of receiving a request for delivery of bulk OAT red coolant unless agreed otherwise with the County shop supervisor or designee. County estimates refills will occur monthly, but subject to change depending on the County's needs.

B. Deliver bulk OAT 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.

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.

2. CONTRACT TERM

This Contract shall be effective and commence as of the "Valid from" date (the Effective Date) through the "Valid to" date written above. For reasons of economy and efficiency, the COUNTY reserves the right to extend the term of this Contract for four (4) one-year terms, following the initial 12-month term upon mutual agreement between COUNTY and CONTRACTOR. Per section 2.56.220 of the Sacramento County Code, this Contract may not exceed a period of five (5) years and six (6) months, unless authorized by the Board of Supervisors.

3. PRICING

SACRAMENTO COUNTY PRICING:

Bulk Red Coolant delivered to and pumped into COUNTY's 500-gallon tank located at 4001 Branch Center Road, Sacramento, California, 95827: \$5.25 per gallon plus tax.

Pricing shall remain firm for the initial contract term.

SCOPA PRICING:

Bulk Red Coolant supplied and delivered to other locations within Sacramento County, CA.: 5% markup above Sacramento County unit price.

Bulk Red Coolant supplied and delivered to geographic areas up to 50 miles outside of Sacramento County.: 10% markup above Sacramento County unit price.

Bulk Red Coolant supplied and delivered to geographic areas greater than 50 miles outside of Sacramento County: 15% markup above Sacramento County unit price.

3.1 PRICE ADJUSTMENTS

Any request for a price adjustment must be substantiated with documentation from a manufacturer or government agency and must be submitted in writing at least 30 days prior to the anniversary date of the Contract. No retroactive price changes will be considered. If CONTRACTOR has initiated price escalation prior to approval, the COUNTY is due all overpayments remitted to CONTRACTOR. COUNTY retains right to determine whether price change requests are acceptable.

3.2 TRAVEL COSTS

Any travel costs incurred by CONTRACTOR in the performance of work under this Agreement is included within the contract price and must be approved in advance and in writing by the Director or designee. COUNTY's reimbursements for travel costs shall comply with the COUNTY Travel Policy and shall not exceed the standard rates established in Internal Revenue Service Publication 463 and U.S. General Services Administration per diem rates. COUNTY is under no obligation to reimburse extraordinary or personal expenses, as defined in Publication 463, submitted by CONTRACTOR under this Agreement. Extraordinary expenses include, but are not limited to: first-class air travel, hotel costs that exceed general rates for the area, travel expenses that exceed a reasonable amount of time needed to perform the work, pet boarding or childcare related expenses incurred during travel, and travel insurance.

4. CONTRACT USE

This Restricted Contract is available for use by the County of Sacramento Department of General Services and any Participating Agencies.

5. PERFORMANCE STANDARDS

CONTRACTOR shall perform the services under this Contract in accordance with the applicable industry and/or professional standards in accordance to the terms listed on the front page of the Contract, after execution of this Contract by all parties. Services shall be performed within 30 days of service request or agreed to otherwise between the CONTRACTOR and COUNTY requestor.

5.1 INSPECTION AND ACCEPTANCE

The Services shall be received by COUNTY subject to COUNTY's reasonable inspection, testing, approval, and acceptance of the Service. If the Services are rejected by the COUNTY as nonconforming, COUNTY may reject the Service at CONTRACTOR's risk and expense, and the Service shall not be replaced or performed by CONTRACTOR without written authorization from COUNTY. The COUNTY may reduce or limit payments under the Contract to reflect the reduced value of the nonconforming services.

5.2 COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and COUNTY laws, regulations and ordinances.

5.3 SURCHARGES

No fuel, or energy or charges of any other kind will be allowed during the Contract period or subsequent terms, unless specifically stated in the in the section titled "Pricing."

5.4 RECALL NOTICE

CONTRACTOR must immediately notify each ordering Department/Division/Office upon receipt of official recall notice for any installed or repaired items.

6. INVOICES AND PAYMENTS

The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in the Section 1 - Scope of Services and elsewhere hereunder for which payment is claimed. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR's payments shall be as provided in Section 3 - Pricing, and the CONTRACTOR shall be paid only for the deliverables approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

6.1 ACCEPTABLE INVOICES

Invoices submitted to the COUNTY must be acceptable in order to be paid. Invoices with any incorrect pricing and/or terms, that are too light to read, illegible, missing CSO number, or with cut-off

information will be returned to the CONTRACTOR for resubmission. Counting of time for payment will begin upon COUNTY's receipt of an acceptable invoice. MAIL INVOICE OR SEND VIA EMAIL TO REQUESTING DEPARTMENT (the End-User Department Contacts).

6.2 INVOICES

The CONTRACTOR's invoices shall be priced in accordance with Section 3 - Pricing and the payment terms listed on page 1 of this Contract.

6.3 TIME OF PAYMENT

CONTRACTOR shall invoice the COUNTY in a timely manner, in accordance with the payment terms listed in Section 3 - Pricing for the Services as defined herein. The COUNTY shall pay CONTRACTOR for all accepted Services invoiced in accordance with the payment terms listed in Section 3 - Pricing of the contract, or unless otherwise agreed to.

6.4 LATE FEES

Interest or late charges shall not exceed provisions set forth in Government Code section 926.10.

7. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

CONTRACTOR must repair, or pay for the repair of, any damage it causes to COUNTY real or personal property.

7.1 REPAIRS

The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

7.2 TIMELINESS

If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as reasonably determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8. GENERAL TERMS AND CONDITIONS

The County of Sacramento General Terms and Conditions are attached hereto. CONTRACTOR agrees to be bound by our General Terms and Conditions located at the end of this Contract. In the event of any conflict, inconsistency or ambiguity between this Contract and the General Terms and Conditions, this Contract shall govern.

9. MINIMUM USAGE

Quantities ordered shall be those quantities "as required" by the COUNTY end user (i.e. the COUNTY Department using the goods and/or Services). The COUNTY does not guarantee a minimum quantity to be purchased during the contract period, nor is the COUNTY limited to purchase all requirements from CONTRACTOR.

10. WARRANTIES

CONTRACTOR warrants that the services, including any component or replacement parts, furnished, manufactured or provided by CONTRACTOR will be free from defects in material and workmanship for a period of ninety (90) days or manufacturer's warranty (whichever is greater) from date of performance. Any additional warranties provided by law, including, but not limited to, the warranty of merchantability and warranty of fitness for a particular purpose shall remain in full force and effect and inure to the benefit of COUNTY. COUNTY reserves all rights and remedies provided by law for

breach of any applicable warranty related to the Goods.

Any proposal to disclaim these warranties, or amend the existing Contract Terms or Minimum Insurance requirements must be approved by COUNTY Risk Management, and COUNTY Counsel.

11. REMEDIES

In the event of a material breach of this Contract by CONTRACTOR, COUNTY may avail itself of any other right and remedies available at law or in equity. Nothing herein shall limit COUNTY's rights to seek any available remedy including, but not limited to, damages and/or equitable relief, in a court of competent jurisdiction.

11.1 Each of the parties to this Contract shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages caused by reason of any breach of any provision of this Contract and to exercise all other rights granted by law. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Contract and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for other injunctive relief in order to enforce or prevent violation of the provisions of this Contract.

12. GOVERNING LAW

The parties acknowledge that this Contract has been negotiated and entered into in the State of California, COUNTY of Sacramento. The parties agree that this Contract shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any action or proceeding relating to or arising out of this Contract shall be in the County of Sacramento.

13. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Department of Industrial Relations, Division of Industrial Safety Orders; Occupational Safety and Health Administration (OSHA); and California Department of Food and Agriculture (CDFA), if applicable.

14. INSURANCE

Prior to commencement of any work under this Contract, CONTRACTOR shall provide and maintain in effect during the term of this Contract evidence of insurance coverage which is attached hereto and incorporated herein by reference. These insurance requirements can be found in the attached document titled "Appendix G - Minimum Insurance Requirements".

14.1 EVIDENCE OF INSURANCE COMPLIANCE

CONTRACTOR or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to COUNTY. COUNTY may designate an insurance certificate processor ("Processor") to accept and process CONTRACTOR's proof of insurance. CONTRACTOR shall deliver copies of the actual insurance policies, renewals, or replacements directly to COUNTY or Processor upon their request.

15. TERMINATION

15.1 COUNTY may terminate this 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 (15.1).

15.2 COUNTY may terminate this Contract for cause after giving CONTRACTOR written notice of material breach of this Contract and thirty (30) days to cure in the 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 (15.1) above.

15.3 COUNTY may terminate or amend this Contract immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement 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 this 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 this Contract or any portion thereof; or 4) if funds that were previously appropriated for this Contract are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

15.4 If this Contract is terminated under paragraph 15.1 or 15.3 above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph 15.1 or 15.3 above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Contract as the services actually performed bear to the total services of CONTRACTOR covered by this 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 Contract total based on the portion of the Contract term that has elapsed on the effective date of the termination.

15.5 CONTRACTOR shall not incur any expenses under this Contract after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

16. INDEMNIFICATION.

To the fullest extent permitted by law, for work or services provided under this Contract, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, CONTRACTOR's sub-CONTRACTORS or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.

The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend Indemnified Parties with counsel reasonably acceptable to COUNTY.

Notwithstanding the foregoing, the parties expressly agree that CONTRACTOR's defense obligation under this indemnity obligation shall require CONTRACTOR to defend the Indemnified Parties until any of the following occur: (1) the judgment has become final by a Court of Competent Jurisdiction, (2) other mutually agreeable dispute resolution or settlement process establishing the proportionate percentage of fault of the parties under law. In the event that fault is apportioned between COUNTY

and CONTRACTOR, CONTRACTOR's final cost of defense shall not exceed its proportionate percentage of fault. To the extent that CONTRACTOR's cost of defense exceeds its proportionate percentage of fault, COUNTY shall reimburse CONTRACTOR. If requested by COUNTY, CONTRACTOR agrees to participate, at its own expense, in the defense of a Claim to provide testimony or to produce documents or other relevant information.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's sub-CONTRACTORS or subcontractors at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Contract.

17. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

17.1 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, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Contract and constitutes grounds for the termination of this Contract by COUNTY.

17.2 CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or COUNTY government contracts. CONTRACTOR certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

18. STATUS OF CONTRACTOR

18.1 It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY as an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

18.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

18.3 If, in the performance of this Contract, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.

18.4 It is further understood and agreed that as an independent CONTRACTOR and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have a) any entitlement as a COUNTY employee; or b) except as otherwise provided by this Contract, the right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR

be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.

18.5 Notwithstanding CONTRACTOR's status as an independent CONTRACTOR, COUNTY shall withhold from payments made to CONTRACTOR such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding COUNTY's liability under said laws and does not abrogate CONTRACTOR's status as an independent CONTRACTOR as described in this Contract. Further, CONTRACTOR is not included in any group covered by COUNTY's present agreement with the federal Social Security Administration.

19. SUBCONTRACTS, ASSIGNMENT

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Contract or assigning this Contract. CONTRACTOR remains legally responsible for the performance of all Contract terms including work performed by third parties under subcontracts or assignment whether approved by COUNTY or not. Any subcontracting will be subject to all applicable provisions of this Contract.

20. NOTICE OF MATERIAL CHANGE IN BUSINESS

CONTRACTOR agrees that, if it experiences a material change in its business during the term of this Contract, including, without limitation, a reorganization, restructuring, leveraged buyout, and/or bankruptcy, CONTRACTOR will immediately notify COUNTY.

21. PRIOR AGREEMENTS

This Contract constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Contract. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Contract are hereby terminated effective immediately upon full execution of this Contract.

22. MODIFICATION

This Contract can only be modified by a written amendment signed by the parties.

23. WAIVERS

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Contract shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Contract shall be binding upon COUNTY unless agreed in writing by the Purchasing Agent or designee and counsel for COUNTY.

24. SEVERABILITY

If any term or provision of this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. SUCCESSORS

This Contract shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they

were expressly named.

26. NO THIRD-PARTY BENEFICIARY RIGHTS

This Contract is entered into for the sole benefit of COUNTY and CONTRACTOR. No other parties are intended to be direct or incidental beneficiaries of this Contract and no third party shall have any right in, under or to this Contract.

27. NO JOINT VENTURE, PARTNERSHIP OR OTHER RELATIONSHIP CREATED

The relationship between COUNTY and CONTRACTOR is that solely of a CONTRACTOR and a buyer and no joint venture, partnership or other relationship is created or implied by this Contract.

28. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

29. AUTHORITY TO EXECUTE

COUNTY and CONTRACTOR represent and warrant that each is duly authorized and has legal authority to execute this Contract and perform the obligations, herein.

30. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Contract are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

31. REPORTS

31.1 CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by Purchasing Agent or designee concerning CONTRACTOR's activities as they affect the Contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

31.2 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 issuing officer listed on page 1 of this Agreement.

31.3 CONTRACTOR's failure to comply with relevant SB 1383 regulations, effective January 1, 2022, to include reporting requirements in the provision of Recycled-Content Paper Products and/or Printing and Writing Paper and/or Recovered Organic Waste Material is a material breach of this Contract. CONTRACTOR shall be required to submit SB 1383 compliance reports to the County as directed.

Reports must be submitted to: sb1383reports@saccounty.gov. Information on SB1383 can be found here: California's Short-Lived Climate Pollutant Reduction Strategy

32. ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the contract is \$5 million or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the Effective Date of the Contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

33. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Contract shall comply with the County of Sacramento's Web Accessibility Policy. Failing to comply with the WCAG ("Web Content Accessibility Guidelines") Version 2.1, Level AA policy (<https://www.w3.org/TR/WCAG21/>) or take significant steps toward doing so in a reasonable amount of time by April 24, 2026, shall result in consequences up to and including refund of purchase price and/or termination of the Contract.

34. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be executed in several counterparts and shall be deemed one and the same Contract. Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

35. HIRED FLEETS - CALIFORNIA AIR RESOURCES BOARD (CARB)

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 use 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.

APPENDIX G

COUNTY OF SACRAMENTO MINIMUM INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall 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 Contract by 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 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.

1. Verification of Coverage

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. Copies of required endorsements must be attached to the certificates provided. 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 COUNTY and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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 COUNTY Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001. 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. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

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

PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONTRACTOR'S profession.

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.

3. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate: \$2,000,000
Products Comp/Op Aggregate: \$2,000,000
Personal & Adv. Injury: \$1,000,000
Each Occurrence: \$2,000,000
Fire Damage: \$100,000

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.

Workers' Compensation: Statutory.

Pollution Liability: \$1,000,000 per claim or occurrence and aggregate.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Professional Liability or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

4. Deductibles and Self-Insured Retention

Any deductible or self-insured retention that apply to any insurance required by this Contract must be declared and approved by COUNTY.

5. Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

- a. 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.
- b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- c. 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, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, as applicable, the following provisions:

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. 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 COUNTY and the general public are adequately protected.

b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

CONTRACTOR is required by this Contract 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 Contract.

7. Commercial General Liability and/or Commercial Automobile Liability:

- a. ADDITIONAL INSURED STATUS: 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 CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.
- b. 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.
- c. PRIMARY INSURANCE: For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- d. SEVERABILITY OF INTEREST: 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.
- e. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

8. Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Contract.

9. 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 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 Contract by 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.

10. 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 Contract 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.

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00010	30,000	Each OAT RED COOLANT		1.00 / 1 EA	30,000.00

PURCHASE ORDER/CONTRACT GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/TERMS AND CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this agreement is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **INVOICING & PAYMENT:** Upon timely submission of itemized invoices by vendor/contractor, payment shall be made per the terms of this agreement and for the prices stipulated for supplies delivered and/or services rendered after inspection and acceptance. Deductions, if any, may be made from payment as provided by this agreement. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor/contractor and approved by the County. In connection with any cash (payment) discount specified in this agreement, time will be computed from the date of complete delivery of the supplies, equipment or services as specified, or from the date the supplies correct invoices are received by the County, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **HOLD HARMLESS:** The vendor/contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
5. **DEFAULT BY VENDOR/CONTRACTOR:** In case of default by vendor/contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor/contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
6. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of vendor/contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
7. **ASSIGNMENT:** This Contract or purchase order is not assignable by vendor/contractor either in whole or in part, without the prior written approval of the County.
8. **SUCCESSORS:** This agreement shall be binding upon to the benefit of the successors and assigns of the respective parties hereto.
9. **F.E.T. EXEMPTION:** County is exempt from Federal excise tax pursuant to Internal Revenue Code 26 U.S.C. Sec.4221(a)(4).
10. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
11. **TITLE/RISK OF LOSS:** Title, ownership and risk of loss or damage of the Goods shall be in accordance with Delivery/FOB Terms on page 1 of the contract. The Goods are delivered to, inspected and accepted by County, except when such loss or damage is due to the fault or negligence of the County.
12. **ALL MODIFICATIONS IN WRITING:** It is mutually understood and agreed that no alteration, modification or variation of price, quantity, supplies and/or services, and any terms of this contract shall be valid unless made it in writing and signed by the parties hereto, and that no oral understandings or agreements shall be binding.
13. **FORCE MAJEURE:** The Parties will not be held liable for delays or failure in fulfillment of the conditions of purchase order or contract resulting from events beyond the reasonable control of such parties. Such event include, but are not be limited to strikes, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear events, earthquakes, acts of terrorism, severe weather events and other disaster.
14. **VENDOR/CONTRACTOR TERMS AND CONDITIONS:** County's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor/contractor provides additional terms or conditions, and there is a conflict between the terms and conditions of the parties, County's terms and conditions shall govern.
15. **INFORMATION TECHNOLOGY ASSURANCES:** Vendor/contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by vendor/contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall construed to limit any rights or remedies otherwise available to County under this agreement.
16. **COMPLIANCE WITH FAMILY SUPPORT ORDERS:** Vendor/contractor hereby certifies that it's principal owner(s) is in substantial compliance with Sacramento County's Department of Child Support Services Program, federal and state laws regarding lawfully served orders for child, family and spousal support, including wage reporting and assignment of wages. (Failure to comply with such orders and cure the default within 90 days of notice by the County shall be grounds for termination of the contract or purchase order.
17. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Vendor/contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Vendor/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, including any certification and credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.
18. **FOREIGN CURRENCY:** In the event vendor/contractor invoices submitted to the County of Sacramento is received in foreign currency, vendor understands and agrees the County of Sacramento will pay in US Dollars via wire, ACH, or check payment method. The County of Sacramento's payment of US Dollars will be calculated using the currency exchange rate on the invoice date, regardless of date paid, or received by vendor/contractor. The County of Sacramento calculates US Dollars based on the exchange rate on such invoice date provided by the Oanda currency converter site:
<https://www1.oanda.com/lang/en/currency/converter/>.



REQUEST FOR BID

2025-RFB-0026

SUPPLY AND DELIVER BULK RED ANTIFREEZE/COOLANT

County of Sacramento

9660 Ecology Lane

Sacramento, CA 95827

RELEASE DATE: January 20, 2026

DEADLINE FOR QUESTIONS: February 4, 2026

RESPONSE DEADLINE: February 18, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/saccounty>

County of Sacramento
REQUEST FOR BID

Supply and Deliver Bulk Red Antifreeze/Coolant

1. Definitions
2. Introduction.....
3. Bidder's Instructions
4. Basis for Award.....
5. Project Details.....
6. Vendor Submissions.....
7. Pricing Table
8. Additional Terms and Conditions.....
9. Environmental Purchasing Policy
10. Insurance Requirements for Contractors

Attachments:

A - Draft Contract

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.

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.

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

6.1. [Bid Requirements*](#)

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

- Yes
 No

*Response required

6.2. [Please confirm that your company will accept the County's contract terms and conditions.*](#)

- Please confirm

*Response required

6.3. [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 Procureme...](#)

*Response required

6.4. [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

6.5. [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.

*Response required

6.6. [Safety Data Sheet*](#)

Upload the Safety Data Sheet for the product offered.

*Response required

6.7. [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

6.8. [Bid Documents*](#)

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

*Response required

6.9. [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.

6.10. [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

6.11. 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

6.12. 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

*Response required

6.13. 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

6.14. 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.

6.14.1. *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

6.14.2. *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)

6.14.3. *County and Year Business was Established*

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

6.14.4. *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

6.14.5. 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

6.15. Procurement Opportunities Program - Local Business Preference Questionnaire

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

Yes

No

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

Yes

No

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

Yes

No

6.15.4. 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

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

Yes

No

6.15.6. 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

6.16. Procurement Opportunities Program - Micro-Business Preference Questionnaire

6.16.1. *Is your business independently owned and operated?*

Yes

No

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

Yes

No

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

Yes

No

6.16.4. *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

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

6.16.6. *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:

1. The County of Sacramento reserves the right to:
 1. award responses received on the basis of individual items, or groups of items, or on the entire list of items;
 2. reject any or all responses, or any part thereof;
 3. waive any informality in the responses; and
 4. accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.
2. 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).
3. 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:

1. Include any sales, use, or federal excise taxes in your response as separate line item(s).
2. 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.
3. Items purchased for resale will show the County's resale permit number on the purchase order.
4. 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:

1. 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).
2. 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.
3. 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.
4. 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.
5. 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:

1. 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.

2. 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, reparability, 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.



[SAFETY-KLEEN SYSTEMS, INC.] RESPONSE DOCUMENT REPORT

RFB No. 2025-RFB-0026

Supply and Deliver Bulk Red Antifreeze/Coolant

RESPONSE DEADLINE: February 20, 2026 at 3:00 pm

Report Generated: Friday, February 20, 2026

Safety-Kleen Systems, Inc. Response

CONTACT INFORMATION

Company:

Safety-Kleen Systems, Inc.

Email:

lapham.leonard@safety-kleen.com

Contact:

Leonard Lapham

Address:

42 Longwater Dr
Norwell, MA 02061

Phone:

(781) 427-3060

Website:

www.Safety-Kleen.com

Submission Date:

Feb 20, 2026 7:48 AM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 18, 2026 9:42 AM by Leonard Lapham

Addendum #2

Confirmed Feb 18, 2026 9:42 AM by Leonard Lapham

Addendum #3

Confirmed Feb 18, 2026 9:42 AM by Leonard Lapham

Addendum #4

Confirmed Feb 18, 2026 9:42 AM by Leonard Lapham

QUESTIONNAIRE

1. Bid Requirements*

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

Yes

Please Note: Responses to this question may be publicly displayed after the due date has passed.

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

Confirmed

Please Note: Responses to this question may be publicly displayed after the due date has passed.

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...](#)

Sacramento_-_Addendum.pdf

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.

Confirmed

***Please Note:** Responses to this question may be publicly displayed after the due date has passed.*

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.

California_Motor_Carrier-_SK_(4).pdf

CA_Haz_Permit_SK_-_8-31-2026_(1).pdf

CA_DTSC_Safety_Kleen_Exp._6-30-2026_(2).pdf

6. Safety Data Sheet and Specifications for Product Offered*

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

820291_rrev_2023-01.pdf

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.

Confirmed

Please Note: Responses to this question may be publicly displayed after the due date has passed.

8. Bid Documents

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

No response submitted

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.

No response submitted

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:

(b) the CONTRACTOR has no Principal Owners (25% or more) (exempt)

Please Note: Responses to this question may be publicly displayed after the due date has passed.

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

Please Note: Responses to this question may be publicly displayed after the due date has passed.

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

N/A

Please Note: Responses to this question may be publicly displayed after the due date has passed.

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.

Confirmed

Please Note: Responses to this question may be publicly displayed after the due date has passed.

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.saccountyids.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.

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..."

No

Please Note: Responses to this question may be publicly displayed after the due date has passed.

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)

Safety-Kleen Systems, Inc.

42 Longwater Drive - Norwell, MA, 02061

Please Note: Responses to this question may be publicly displayed after the due date has passed.

COUNTY AND YEAR BUSINESS WAS ESTABLISHED

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

See attached

Please Note: Responses to this question may be publicly displayed after the due date has passed.

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

<https://www.safety-kleen.com/locations>

Please Note: Responses to this question may be publicly displayed after the due date has passed.

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

See attached

Please Note: Responses to this question may be publicly displayed after the due date has passed.

15. Procurement Opportunities Program - Local Business Preference Questionnaire

IS YOUR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE GEOGRAPHIC BOUNDARIES OF THE COUNTY OF SACRAMENTO?

No

Please Note: Responses to this question may be publicly displayed after the due date has passed.

DOES YOUR BUSINESS PROVIDE 50 PERCENT OR MORE OF THE CONTRACTED PRODUCT FROM ITS OWN LOCAL INVENTORY?

Yes

Please Note: Responses to this question may be publicly displayed after the due date has passed.

DOES YOUR BUSINESS POSSESS A CURRENT COUNTY OF SACRAMENTO BUSINESS LICENSE OR A BUSINESS FROM A CITY WITHIN THE COUNTY?

Yes

Please Note: Responses to this question may be publicly displayed after the due date has passed.

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

Please Note: Responses to this question may be publicly displayed after the due date has passed.

HAS YOUR BUSINESS PAID SALES TAX TO EITHER A CITY LOCATED WITHIN THE COUNTY OR TO THE COUNTY OF SACRAMENTO?

Yes

Please Note: Responses to this question may be publicly displayed after the due date has passed.

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.*

Confirmed

Please Note: Responses to this question may be publicly displayed after the due date has passed.

16. Procurement Opportunities Program - Micro-Business Preference Questionnaire

IS YOUR BUSINESS INDEPENDENTLY OWNED AND OPERATED?

No

Please Note: Responses to this question may be publicly displayed after the due date has passed.

IS YOUR BUSINESS NOT DOMINANT IN ITS FIELD OF OPERATION?

No

Please Note: Responses to this question may be publicly displayed after the due date has passed.

TOGETHER WITH YOUR AFFILIATES, IS YOUR BUSINESS EITHER A SERVICE, CONSTRUCTION, OR NON-MANUFACTURING FIRM WITH TWENTY-FIVE (25) OR FEWER EMPLOYEES?

No

Please Note: Responses to this question may be publicly displayed after the due date has passed.

DOES YOUR BUSINESS HAVE AN AVERAGE ANNUAL GROSS RECEIPTS OF FIVE MILLION DOLLARS (\$5,000,000) OR LESS OVER THE PREVIOUS THREE YEARS?

No

Please Note: Responses to this question may be publicly displayed after the due date has passed.

PROVIDE THE COMPANY'S STATE OF CALIFORNIA SMALL BUSINESS CERTIFICATION NUMBER AND EXPIRATION DATE.

See attached

Please Note: Responses to this question may be publicly displayed after the due date has passed.

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.*

Confirmed

Please Note: Responses to this question may be publicly displayed after the due date has passed.

PRICE TABLES

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	\$5.25	\$10,500.00	

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	5%		
3	Bulk Red Coolant supplied and delivered to geographic areas up to 50 miles outside of Sacramento County.	Gallon	N/A	10%		
4	Bulk Red Coolant supplied and delivered to geographic areas greater than 50 miles outside of Sacramento County.	Gallon	N/A	15%		

ADDENDUM
Cooperative Procurement Alliance Terms
Sacramento County Procurement Alliance (SCOPA)
CONTRACT REQUIREMENTS

County of Sacramento (Lead Agency)

The **Sacramento County Procurement Alliance (SCOPA)** is a procurement alliance formed by the County of Sacramento, Sacramento CA, for the benefit and participation of surrounding entities. The group may include, but is not limited to, entities such as local governments, educational institutions, special districts or non-profits, that have joined together to leverage their joint buying power. By pooling their procurement needs, these agencies can secure better pricing, favorable terms, and a broader range of goods and services, often with reduced administrative burdens.

For awarded suppliers, engaging with an alliance (aka community cooperative) offers significant benefits. Suppliers gain access to a wider customer base through a single point of contact, simplifying the sales and procurement process. This streamlined approach reduces administrative burdens and opens opportunities for suppliers to secure contracts they might not have accessed independently.

Additionally, alliances are designed to support both local and national suppliers, creating opportunities for businesses of all sizes to participate in contracts that emphasize community engagement and economic impact. This inclusive approach allows suppliers to expand their market reach and develop meaningful relationships within the community. By partnering with an alliance/cooperative, suppliers can benefit from a collaborative environment that values their contributions and promotes sustained growth and ongoing collaboration

Administrative Operating Services Provider to SCOPA

The resulting Master Agreement(s) awarded by this solicitation will be administered by **SCOPA** in partnership with Bespoke Community Cooperatives, LLC (“BESPOKE”). BESPOKE is a public benefit corporation providing administrative operating services for procurement agencies (local governments, educational institutions, special districts or non-profits, etc.) that have entered into an agreement to procure jointly or on behalf of other procurement entities. These organizations are known as Community Cooperatives (or Alliances, Consortium, etc.). **SCOPA** utilizes BESPOKE services to support the cooperative nature of this Solicitation and to benefit the awarded supplier(s).

Cooperative Procurement with Other Jurisdictions

The Master Agreement(s) awarded under this Solicitation by **SCOPA** member **County of Sacramento** (Designated as the Lead Procurement Agency or “LPA” for this solicitation, may, at BESPOKE’s sole discretion, be made available to additional Participating Agencies (“PAs”) on a local, regional, or national level. These entities will operate under the same terms and pricing as **SCOPA**, 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.

Participating Procurement Agency (PA) Contracting Authority Explained:

1. Cooperative Purchasing

This Solicitation is being conducted by LPA **County of Sacramento** on behalf of **SCOPA**’s Member PAs and allows for purchasing by additional PAs from the resulting Master Agreement. This is referred to as “cooperative purchasing,” and the Master Agreement is considered to be a “cooperative contract.” This type of purchasing is a generally accepted procurement method recognized under state and federal law.

2. How Other Agencies Can Use This Contract

If an agency (such as a city, school district, higher education institution, or county) wants to use this contract, it first needs to register as a Participating Agency (PA) through BESPOKE’s Administrative

Services Program by signing the BESPOKE Master Intergovernmental Cooperative Purchasing Agreement (MICPA), available at www.bespokecommunity.org. BESPOKE and SCOPA facilitate the contract's cooperative framework but are not involved in individual purchase orders or participating agreements—awarded supplier(s)' primary relationship will be with each agency that utilizes the contract.

3. **Agency-Specific Terms and Conditions**

Each PA may negotiate mutually agreed upon terms that respect the conditions of this Solicitation and resulting Master Agreement directly with the awarded supplier(s), allowing them to tailor the contract to meet their individual agency requirements and policies. A PA may also create their own entirely new contract that references this procurement.

4. **Supplier Administrative Fees**

All fees associated with servicing the awarded contracts(s) are clearly and solely outlined in this Solicitation and shall be collected by BESPOKE on behalf of SCOPA. These fees are separate from the agency-specific terms and conditions that may be negotiated with specific PAs; no additional supplier administrative fees may be charged by a PA.

5. **Local Customization Options**

Certain Solicitation or contract terms that apply specifically to **County of Sacramento** such as governing law, may be adjusted for each PA. PAs may also request additional agreements for specific needs like delivery schedules, invoicing requirements, or support for local diversity initiatives.

6. **Direct Transactions with Each Agency**

All transactions—such as orders, invoices, and payments—will be managed directly between the awarded supplier(s) and each PA. BESPOKE and SCOPA do not manage these transactions; each PA handles its own purchase orders or participating agreements with the awarded supplier(s) directly.

7. **Procurement Compliance**

Each PA has full discretion and responsibility for any purchases made under this contract and must ensure its participation in the Master Agreement aligns with the requirements governing its own procurements. **County of Sacramento** certifies that its administration of this cooperative contract complies with the requirements governing its procurement of the Products identified in this Solicitation. Any PA participating in or purchasing from the contract is therefore deemed by law to have complied with the requirements governing their own procurement activities, and a separate procurement by each PA is generally not required.

Servicing Requirements

Awarded suppliers must provide services to **County of Sacramento**, (and any SCOPA Members whose requirements are specifically included in this Solicitation) in full compliance with the legal terms of this Solicitation and resulting Master Agreements. Awarded suppliers are encouraged but not required to service other **SCOPA** members or PA's that may participate through the BESPOKE Administrative Services Program.

Geographic Reach

If awarded, does the Bidder agree to provide the Products to any Participating Agency that participates in or is represented through the BESPOKE Administrative Services Program under the terms described above based on the following conditions? **SCOPA's** goal is to help awarded suppliers grow by being able to utilize this cooperative agreement to provide Products to other members and PAs. *(Responses will not affect your ability to win this business.)*

If awarded, supplier agrees to service the following geographic areas:

Up to 50 miles outside of the Sacramento, CA area?

Yes No

Greater than 50 miles outside of the Sacramento, CA area?

Yes No Distance (miles) (specific counties/areas/states serviced) _____

Nationwide?

Yes No

Administrative Fees

By submitting a response to this Solicitation, the Bidder acknowledges that awarded suppliers must pay SCOPA an Administrative Fee of three percent (3%) of the total sales made to the SCOPA Member Agencies and other PA's utilizing the resulting Master Agreement. Fees only accrue when sales are made via the Master Agreement. All payments will be remitted to BESPOKE on a quarterly basis. The method for remitting payment will be provided to successful bidders following the award of the Master Agreement.

INITIAL HERE: 

In return for the administrative fee paid to BESPOKE on behalf of SCOPA based on sales, awarded suppliers may receive the following benefits:

- Exposure to all members of SCOPA.
- Marketing support by BESPOKE to members of SCOPA and participating entities outside of SCOPA based on the awarded supplier's capabilities and desire to support additional geographic areas.
- Training resources to help suppliers position their awarded contract to entities who may find it valuable.
- Data usage trends by SCOPA and participating entities utilizing this Master Agreement.

Monthly Sales Reporting Requirement

Awarded contractors are required to provide monthly sales reports to BESPOKE detailing all sales made under the Master Agreements resulting from this Solicitation. The reports must include purchasing entities, items or services sold, quantities, total sales value, and the Administrative Fees due to BESPOKE for the month's sales. Reports must follow the format provided by BESPOKE and be submitted by the 15th of each month for the previous month's sales. Failure to comply with these reporting requirements may result in contract termination or penalties by SCOPA. Reports will be submitted via email to an email address provided to the awarded Contractors by BESPOKE.

Contractor agrees to maintain records that support its obligations under the Master Agreement and orders placed by PAs under it, and shall preserve all such records for a period of five (5) years following expiration or termination of this Master Agreement or final payment for any order placed by a PA against this Master Agreement, whichever is later.

INITIAL HERE: 

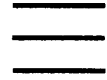
Audit and Inspection of Records

The LPA reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor has properly invoiced PAs, reported all sales made via this Master Agreement as required and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit LPA, and PA, and any duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a PA under it for the purpose of making audits, examinations, excerpts, and transcriptions.

This right shall survive for a period of five (5) years following expiration or termination of this Master Agreement or final payment for any order placed by a PA against this Master Agreement, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such ~~litigation, claims~~ or audits have been resolved.


INITIAL HERE: 

DEPARTMENT OF MOTOR VEHICLES
 MOTOR CARRIER SERVICES BRANCH MS G875
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



11/28/2007

SAFETY KLEEN SYSTEMS INC
 3003 W BREEZEWOOD LN
 NEENAH, WI 54957

		NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier			
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700 SAFETY KLEEN SYSTEMS INC 3003 W BREEZEWOOD LN NEENAH, WI 54957		Valid From:	11/27/2007	Valid Through:	Non-Expiring
		CA#:	0000989		
		The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification: <div style="border: 1px dashed gray; padding: 10px; width: fit-content; margin: 0 auto;"> <p style="text-align: center;">For Hire Corporation</p> </div>			
		Not Valid for Intrastate Only Operations			
Pmt Date:	N/A	Office #:	154		
Account #:	124	Tech ID:	WJ		
Sequence #:	0011	Amt Paid:	No Fee		

!!!IMPORTANT REMINDERS!!!

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**HAZARDOUS MATERIALS
TRANSPORTATION LICENSE**
CHP 360H (REV. 1/00) OPI 062

LICENSEE NAME AND PHYSICAL STATION ADDRESS (if different than below)

SAFETY KLEEN SYSTEMS INC
42 Longwater Drive
Norwell MA, US 02061

LICENSEE NAME AND MAILING ADDRESS

Attention: Colleen Costello
SAFETY KLEEN SYSTEMS INC
PO Box 9149
Norwell MA, US 02061

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
275953	130836	8/14/2025	9/1/2025	8/31/2026
CHP CARRIER NUMBER	LOCATION	<input type="checkbox"/> Duplicate	<input type="checkbox"/> Replacement	
CA 989	999	<input type="checkbox"/> Initial	<input checked="" type="checkbox"/> Renewal	

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400.

This carrier is on the special routing/safe stopping place mailing lists as indicated below:

- (HMXX) Explosives subject to Division 14, California Vehicle Code (CVC).
- (HMPPH) Poison Inhalation Hazard materials in bulk packages subject to Division 14.3, CVC.
- (HMRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$2,000.00. (CVC Section 23112.5)



Yana Garcia
Secretary for
Environmental Protection



Department of Toxic Substances Control

Katherine M. Butler, MPH, Director
1001 I Street
P.O. Box 806
Sacramento, California 95812-0806
<https://dtsc.ca.gov/>



Gavin Newsom
Governor

**Hazardous Waste Transporter Registration Certificate
Hazardous Waste of Concern Transporter
with Consolidated Transporter Notification**

Name and Address of Registered Transporter:

SAFETY KLEEN SYSTEMS INC
1722 COOPER CREEK ROAD
DENTON, TX 76208

Transporter Registration Number: 1406

Effective Date: JUNE 1, 2025

Expiration Date: JUNE 30, 2026

This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.

Talisha Jorrin
Authorized Signature

MAY 22, 2025

Date

Name and Title of Authorized Representative: Talisha Jorrin Program Technician III

This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email transporter@dtsc.ca.gov.

California Environmental Protection Agency
Department of Toxic Substances Control
Transporter Unit
1001 I Street MS 11A, Sacramento, CA 95814
Phone: (800) 618-6942 Fax: (916) 323-3500

Consolidated Transporter Notification

DTSC Form 1299 (Revision 12/2021)

1. Business Name (Show DBA name, show name exactly as it will appear on registration; the same name or trademark is required on all vehicles):

Safety Kleen Systems Inc

2. Transporter Registration Number: 1406

3. Business Address: 1722 Cooper Creek Road
Street

Denton

TX

Denton

76208

City

State

County

ZIP Code

4. Mailing Address (if different from above): 42 Longwater Drive
Street/P.O. Box

Norwell

MA

Plymouth

02061

City

State

County

ZIP Code

5. a) Telephone Number: 781-792-5000 b) Fax Number: 781-792-1006
(ext.)

c) E-mail Address: permitsus@cleanharbors.com

6. Hazardous Waste EPA Identification Numbers. If your company transports hazardous wastes, operates the designated facility, and intends to submit only the facility copy of the consolidated manifests pursuant to Health and Safety Code, section 25160(b)(5)(A), you must provide all the transporter and facility EPA identification numbers (12 characters) used by your company on these manifests. If necessary, list additional EPA identification numbers on a separate sheet.

a) TX000081205

b) _____

c) _____

d) _____

7. Hazardous Waste Streams. I intend to transport the following hazardous waste stream under the consolidated manifesting procedure, as described in Health and Safety Code, section 25160.2. Check all applicable boxes.

- A. Used oil
- B. Contents of an oil/water separator
- C. Solids contaminated with used oil
- D. Brake fluid.
- E. Antifreeze
- F. Antifreeze sludge
- G. Parts cleaning solvents, including aqueous cleaning solvents
- H. Hydroxide sludge contaminated solely with metals from a wastewater treatment process
- I. "Paint-related" wastes, including paints, thinners, filters, and sludges
- J. Spent photographic solutions
- K. Dry cleaning solvents (including perchloroethylene, naphtha, and silicone-based solvents)
- L. Filters, lint, and sludges contaminated with dry cleaning solvent
- M. Asbestos and asbestos-containing materials
- N. Inks from the printing industry
- O. Chemicals and laboratory packs collected from K-12 schools
- P. Absorbents contaminated with other wastes listed in Health and Safety Code, section 25160.2(c)
- Q. Filters from dispensing pumps for diesel and gasoline fuels
- R. Retail wastes

8. Name and Title of Authorized Representative

Kevin Ridings

EVP Trans & Logistics

Name (print or type)

Title



4/21/25

Signature of Authorized Representative (use blue on other non-black ink) Date

Note: Keep this Consolidated Transporter Notification signed by DTSC with the valid Transporter Registration Certificate in the vehicle at all times during the transportation of hazardous waste. Transportation of waste stream(s) listed above, under the consolidated manifesting procedure, without notifying DTSC is a violation of Health and Safety Code (HSC), section 25165(a) and may be subject to significant penalties. Consolidated transporters are also required to submit quarterly reports pursuant to HSC, section 25160.2(d).

Do Not Write Below This Line (For DTSC Use Only)

Transporter Unit Representative: Talisha Jorrin Received Date: 04/25/2025

Print or Type Name: Talisha Jorrin Expiration Date: 06/30/2026

DTSC Acknowledgement Date: 05/22/2025



Performance Plus HD Extended Life (RED) NMOAT Prediluted Antifreeze/Coolant – 50/50 Blend

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Revision Date: 11/01/2022 Date of Issue: 03/02/2017 Supersedes Date: 07/15/2020 Version: 1.0

SECTION 1: IDENTIFICATION

1.1. Product Identifier

Product Form: Mixture

Product Name: Performance Plus HD Extended Life (RED) NMOAT Prediluted Antifreeze/Coolant – 50/50 Blend

Product Code: 640062, 6462, 640262

Synonyms: Not available.

SDS No: 820291

1.2. Intended Use of the Product

Antifreeze. Nitriate and molybdate containing organic acid technology (OAT) formulation for newer heavy duty diesel applications. Fully formulated – do not add Supplemental Coolant Additives (SCAs) at initial fill. Meets performance requirements of ASTM D6210. DO NOT ADD WATER. If this product is used in combination with other products, refer to the Safety Data Sheet for those products.

1.3. Name, Address, and Telephone of the Responsible Party

Manufacturer

Safety-Kleen Systems, Inc.
42 Longwater Drive
Norwell, MA 02061-9149
1-800-669-5740

www.safety-kleen.com

Supplier (in Canada)

Safety-Kleen Canada, Inc.
25 Regan Road
Brampton, Ontario L7A 1B2
Canada

1.4. Emergency Telephone Number

Emergency Number : 1-800-468-1760

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the Substance or Mixture

GHS-US/CA Classification

Acute toxicity (oral) Category 4	H302
Reproductive toxicity Category 2	H361
Specific target organ toxicity (repeated exposure) Category 2	H373

2.2. Label Elements

GHS-US/CA Labeling

Hazard Pictograms (GHS-US/CA)



Signal Word (GHS-US/CA)

: Warning

Hazard Statements (GHS-US/CA)

: H302 - Harmful if swallowed.
H361 - Suspected of damaging fertility or the unborn child.
H373 - May cause damage to organs (central nervous system, heart, liver, kidneys, respiratory system) through prolonged or repeated exposure.

Precautionary Statements (GHS-US/CA)

: P201 - Obtain special instructions before use.
P202 - Do not handle until all safety precautions have been read and understood.
P260 - Do not breathe vapors, mist, or spray.
P263 - Avoid contact during pregnancy/while nursing.
P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.
P270 - Do not eat, drink or smoke when using this product.
P280 - Wear protective gloves, protective clothing, and eye protection.
P301+P310 - IF SWALLOWED: Immediately call a POISON CENTER or doctor.
P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.

Performance Plus HD Extended Life (RED) NMOAT Prediluted Antifreeze/Coolant – 50/50 Blend

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P308+P313 - If exposed or concerned: Get medical advice/attention.
 P314 - Get medical advice/attention if you feel unwell.
 P330 - Rinse mouth.
 P403+P233 - Store in a well-ventilated place. Keep container tightly closed.
 P405 - Store locked up.
 P501 - Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

2.3. Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

2.4. Unknown Acute Toxicity (GHS-US/CA)

No additional information available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substance

Not applicable

3.2. Mixture

Name	Synonyms	Product Identifier	% *	GHS Ingredient Classification
Ethylene glycol	1,2-Dihydroxyethane / Ethane-1,2-diol / 1,2-Ethanediol / Ethanediol / GLYCOL	(CAS-No.) 107-21-1	≤ 47	Acute Tox. 4 (Oral), H302 STOT RE 2, H373
Diethylene glycol	2,2'-Oxybisethanol / Ethanol, 2,2'-oxybis- / 2,2'-Dihydroxyethyl ether / Dihydroxydiethyl ether / Diglycol	(CAS-No.) 111-46-6	≤ 3	Acute Tox. 4 (Oral), H302 STOT RE 2, H373
Potassium 2-ethylhexanoate	2-Ethylhexanoic acid, potassium salt / Hexanoate, 2-ethyl-, potassium / Hexanoic acid, 2-ethyl-, potassium salt / Hexanoic acid, 2-ethyl-, potassium salt (1:1) / potassium 2-ethylhexanoate	(CAS-No.) 3164-85-0	1 – 5	Skin Irrit. 2, H315 Eye Irrit. 2, H319 Repr. 2, H361
Tolyltriazole, sodium salt	Benzotriazole (1H), methyl, sodium salt / 1H-Benzotriazole, 4(or 5)-methyl-, sodium salt / Methyl-1H-benzotriazole, sodium salt / Sodium 4(or 5)-methyl-1H-benzotriazolide / Sodium 4-(or 5-)methyl-benzotriazole	(CAS-No.) 64665-57-2	0.04 – 0.2	Acute Tox. 4 (Oral), H302 Skin Corr. 1B, H314 Eye Dam. 1, H318 Repr. 2, H361

Full text of H-statements: see section 16

* The actual concentration of ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200. Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

Product contains 60 to 100 ppm denotonium benzoate bittering agent (3734-33-6) which has been added to help prevent ingestion by humans and animals.

SECTION 4: FIRST AID MEASURES

4.1. Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Drench affected area with water for at least 5 minutes. If exposed or concerned: Get medical advice/attention.

Eye Contact: Rinse cautiously with water for at least 5 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention if irritation develops or persists.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

Performance Plus HD Extended Life (RED) NMOAT Prediluted Antifreeze/Coolant – 50/50 Blend

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

4.2. Most Important Symptoms and Effects Both Acute and Delayed

General: Suspected of damaging fertility or the unborn child. May cause damage to organs through prolonged or repeated exposure. Harmful if swallowed.

Inhalation: Prolonged exposure may cause irritation.

Skin Contact: Prolonged exposure may cause skin irritation.

Eye Contact: May cause slight irritation to eyes.

Ingestion: This material is harmful orally and can cause adverse health effects or death in significant amounts.

Chronic Symptoms: Suspected of damaging fertility or the unborn child. May cause damage to organs (heart, central nervous system, liver, kidneys, respiratory system) through prolonged or repeated exposure.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

Ethylene glycol is rapidly absorbed after oral ingestion, and is metabolized by alcohol dehydrogenase to various metabolites including glycoaldehyde, glycolic acid, and oxalic acid. The signs and symptoms in ethylene glycol poisoning are those of metabolic acidosis, central nervous system depression, and kidney damage. Some symptoms may be delayed in appearance; therefore, prompt pre-hospital and hospital treatment is of great importance. The currently recommended medical management of ethylene glycol poisoning includes elimination of ethylene glycol and metabolites, correction of metabolic acidosis, and prevention of kidney injury. As a competitive substrate for alcohol dehydrogenase, ethanol is antidotal when given in the early stages of intoxication because it blocks the formation of nephrotoxic metabolites. A more effective intravenous antidote is 4-methylpyrazole, a potent inhibitor of alcohol dehydrogenase, which effectively blocks the formation of toxic metabolites. Pyridoxine and thiamine may be of value as supporting therapy. Hemodialysis may be of benefit for treating metabolic acidosis, or in presentations of renal insufficiency. Use of activated charcoal is generally of no benefit in Ethylene glycol poisoning given the rapid absorption of the substance. Pulmonary edema with hypoxia has been described in a number of patients following ethylene glycol poisoning. Respiratory support with mechanical ventilation and positive end expiratory pressure may be required. There may be cranial nerve involvement in the later stages of toxicity from swallowing ethylene glycol. Effects have been reported presenting bilateral facial paralysis, diminished hearing, and dysphagia. Consultation with a nephrologist and/or medical toxicologist is highly recommended in all cases of ethylene glycol ingestion.

SECTION 5: FIRE-FIGHTING MEASURES

5.1. Extinguishing Media

Suitable Extinguishing Media: Water spray, fog, carbon dioxide (CO₂), alcohol-resistant foam, or dry chemical.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive.

Reactivity: Hazardous reactions will not occur under normal conditions.

5.3. Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Carbon Monoxide, Carbon Dioxide and Oxides of Nitrogen (NO_x). Potassium oxides. Sodium oxides. Unidentified organic compounds.

5.4. Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

6.1.1. For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

6.1.2. For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Performance Plus HD Extended Life (RED) NMOAT Prediluted Antifreeze/Coolant – 50/50 Blend

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Emergency Procedures: Ventilate area. Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit.

6.2. Environmental Precautions

Prevent entry to sewers and public waters.

6.3. Methods and Materials for Containment and Cleaning Up

For Containment: Stop leak, if possible without risk. Do not touch or walk on the spilled product. Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Absorb and/or contain spill with inert material. Transfer spilled material to a suitable container for disposal. Clean up spills immediately and dispose of waste safely. Contact competent authorities after a spill.

6.4. Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for Safe Handling

Precautions for Safe Handling: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Do not get in eyes, on skin, or on clothing. Do not breathe vapors, spray, mist. Handle empty containers with care because they may still present a hazard.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

7.2. Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials. Store locked up/in a secure area.

Incompatible Materials: Strong acids, strong bases, strong oxidizers.

7.3. Specific End Use(s)

Antifreeze. Nitriate and molybdate containing organic acid technology (OAT) formulation for newer heavy duty diesel applications. Fully formulated – do not add Supplemental Coolant Additives (SCAs) at initial fill. Meets performance requirements of ASTM D6210. DO NOT ADD WATER. If this product is used in combination with other products, refer to the Safety Data Sheet for those products.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), or Canadian provincial governments.

Ethylene glycol (107-21-1)		
USA ACGIH	ACGIH OEL TWA [ppm]	25 ppm (vapor fraction)
USA ACGIH	ACGIH OEL STEL	10 mg/m ³ (inhalable particulate matter, aerosol only)
USA ACGIH	ACGIH OEL STEL [ppm]	50 ppm (vapor fraction)
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen
Alberta	OEL C	100 mg/m ³
British Columbia	OEL C	100 mg/m ³ (aerosol)
British Columbia	OEL Ceiling [ppm]	50 ppm (vapour)
British Columbia	OEL STEL	20 mg/m ³ (particulate)
British Columbia	OEL TWA	10 mg/m ³ (particulate)
Manitoba	OEL STEL	10 mg/m ³ (inhalable particulate matter, aerosol only)
Manitoba	OEL STEL [ppm]	50 ppm (vapor fraction)
Manitoba	OEL TWA [ppm]	25 ppm (vapor fraction)
New Brunswick	OEL C	100 mg/m ³ (aerosol)
Newfoundland & Labrador	OEL STEL	10 mg/m ³ (inhalable particulate matter, aerosol only)
Newfoundland & Labrador	OEL STEL [ppm]	50 ppm (vapor fraction)

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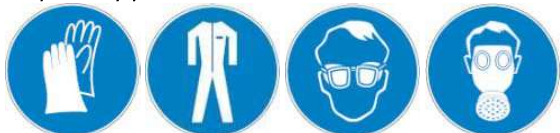
According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Newfoundland & Labrador	OEL TWA [ppm]	25 ppm (vapor fraction)
Nova Scotia	OEL STEL	10 mg/m ³ (inhalable particulate matter, aerosol only)
Nova Scotia	OEL STEL [ppm]	50 ppm (vapor fraction)
Nova Scotia	OEL TWA [ppm]	25 ppm (vapor fraction)
Nunavut	OEL C	100 mg/m ³ (aerosol)
Northwest Territories	OEL C	100 mg/m ³ (aerosol)
Ontario	OEL STEL	10 mg/m ³ (inhalable particulate matter, aerosol only)
Ontario	OEL STEL [ppm]	50 ppm (vapor fraction)
Ontario	OEL TWA [ppm]	25 ppm (vapor fraction)
Prince Edward Island	OEL STEL	10 mg/m ³ (inhalable particulate matter, aerosol only)
Prince Edward Island	OEL STEL [ppm]	50 ppm (vapor fraction)
Prince Edward Island	OEL TWA [ppm]	25 ppm (vapor fraction)
Québec	Plafond (OEL Ceiling)	127 mg/m ³ (mist and vapour)
Québec	Plafond (OEL Ceiling) [ppm]	50 ppm (mist and vapour)
Saskatchewan	OEL C	100 mg/m ³ (aerosol)
Yukon	OEL STEL	20 mg/m ³ (particulate) 325 mg/m ³ (vapour)
Yukon	OEL STEL [ppm]	10 ppm (particulate) 125 ppm (vapour)
Yukon	OEL TWA	10 mg/m ³ (particulate) 250 mg/m ³ (vapour)
Yukon	OEL TWA [ppm]	100 ppm (vapour)
Diethylene glycol (111-46-6)		
USA AIHA	WEEL TWA	10 mg/m ³

8.2. Exposure Controls

Appropriate Engineering Controls: Suitable eye/body wash equipment should be available in the vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Safety glasses with side-shields. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear protective gloves.

Eye and Face Protection: Safety glasses with side-shields.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Strawberry
Odor	: Sweet, mild
Odor Threshold	: No data available
pH	: 8 – 9
Evaporation Rate	: No data available
Melting Point	: No data available

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Freezing Point	: -36.4 °C (-33.52 °F)
Boiling Point	: 108 °C (226.4 °F)
Flash Point	: 111 °C (231.8 °F) (Ethylene glycol)
Auto-ignition Temperature	: 398 °C (748.4 °F) (Ethylene glycol)
Decomposition Temperature	: No data available
Flammability	: Not applicable
Lower Flammable Limit	: 3.2 % (Ethylene glycol)
Upper Flammable Limit	: 15.3 % (Ethylene glycol)
Vapor Pressure	: No data available
Relative Vapor Density at 20°C	: No data available
Relative Density	: 1.134 (water =1)
Density	: 9.5 lb/gal
Specific Gravity	: No data available
Solubility	: Complete in water.
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available

SECTION 10: STABILITY AND REACTIVITY

10.1. Reactivity:

Hazardous reactions will not occur under normal conditions.

10.2. Chemical Stability:

Stable under recommended handling and storage conditions (see section 7).

10.3. Possibility of Hazardous Reactions:

Hazardous polymerization will not occur.

10.4. Conditions to Avoid:

Direct sunlight, extremely high or low temperatures, and incompatible materials.

10.5. Incompatible Materials:

Strong acids, strong bases, strong oxidizers.

10.6. Hazardous Decomposition Products:

Thermal decomposition may produce: Carbon oxides, Nitrogen oxides. Potassium oxides. Sodium oxides. Unidentified organic compounds.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information on Toxicological Effects - Product

Acute Toxicity (Oral): Harmful if swallowed.

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data:

Performance Plus HD Extended Life (RED) NMOAT Prediluted Antifreeze/Coolant – 50/50 Blend	
ATE US/CA (oral)	982.60 mg/kg body weight

Skin Corrosion/Irritation: Not classified

pH: 8 – 9

Eye Damage/Irritation: Not classified

pH: 8 – 9

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): May cause damage to organs (central nervous system, heart, liver, kidneys, respiratory system) through prolonged or repeated exposure.

Reproductive Toxicity: Suspected of damaging fertility or the unborn child.

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: Prolonged exposure may cause irritation.

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Symptoms/Injuries After Skin Contact: Prolonged exposure may cause skin irritation.

Symptoms/Injuries After Eye Contact: May cause slight irritation to eyes.

Symptoms/Injuries After Ingestion: This material is harmful orally and can cause adverse health effects or death in significant amounts.

Chronic Symptoms: Suspected of damaging fertility or the unborn child. May cause damage to organs (heart, central nervous system, liver, kidneys, respiratory system) through prolonged or repeated exposure.

11.2. Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Ethylene glycol (107-21-1)	
LD50 Oral Rat	4700 mg/kg
LD50 Dermal Rat	10600 mg/kg
LC50 Inhalation Rat	> 2.5 mg/L (Exposure time: 6 h)
Tolyltriazole, sodium salt (64665-57-2)	
LD50 Oral Rat	735 mg/kg (Species: Sprague-Dawley)
LD50 Dermal Rabbit	> 2000 mg/kg
Diethylene glycol (111-46-6)	
LD50 Oral Rat	12565 mg/kg
LD50 Dermal Rabbit	11890 mg/kg
LC50 Inhalation Rat	> 4600 mg/m ³ (Exposure time: 4 h)

SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Ecology - General: Not classified.

Ethylene glycol (107-21-1)	
LC50 Fish 1	41000 mg/L (Exposure time: 96 h - Species: Oncorhynchus mykiss)
EC50 - Crustacea [1]	46300 mg/L (Exposure time: 48 h - Species: Daphnia magna)
LC50 Fish 2	14 – 18 ml/L (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
Tolyltriazole, sodium salt (64665-57-2)	
LC50 Fish 1	180 mg/L (Read across)
EC50 - Crustacea [1]	8.58 mg/L (Read across)
Diethylene glycol (111-46-6)	
LC50 Fish 1	75200 mg/L (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
EC50 - Crustacea [1]	84000 mg/L (Exposure time: 48 h - Species: Daphnia magna)

12.2. Persistence and Degradability

Performance Plus HD Extended Life (RED) NMOAT Prediluted Antifreeze/Coolant – 50/50 Blend	
Persistence and Degradability	Not established.

12.3. Bioaccumulative Potential

Performance Plus HD Extended Life (RED) NMOAT Prediluted Antifreeze/Coolant – 50/50 Blend	
Bioaccumulative Potential	Not established.

Ethylene glycol (107-21-1)	
Partition coefficient n-octanol/water (Log Pow)	-1.36
Tolyltriazole, sodium salt (64665-57-2)	
Partition coefficient n-octanol/water (Log Pow)	1.083 - <=1.091 - at 25 °C (77 °F) (at pH >5-<6)
Diethylene glycol (111-46-6)	
BCF Fish 1	100 – 180
Partition coefficient n-octanol/water (Log Pow)	-1.98 (at 25 °C) (77 °F)

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12.4. Mobility in Soil

No additional information available

12.5. Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Waste Treatment Methods: Incineration is the preferred method for disposal of waste product.

Sewage Disposal Recommendations: Do not empty into drains. Do not dispose of waste into sewer.

Waste Disposal Recommendations: Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

Ecology - Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

14.1. In Accordance with DOT

Shipments of less than 1132 US gallons (4284 Liters):

Not regulated for transport

Shipments of greater than or equal to 1132 US gallons (4284 Liters):

Proper Shipping Name : ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S. (Ethylene Glycol)

Hazard Class : 9

Identification Number : UN3082

Label Codes : 9

Packing Group : III

ERG Number : 171



14.2. In Accordance with IMDG

Not regulated for transport

14.3. In Accordance with IATA

Not regulated for transport

14.4. In Accordance with TDG

Not regulated for transport

SECTION 15: REGULATORY INFORMATION

15.1. US Federal Regulations

Performance Plus HD Extended Life (RED) NMOAT Prediluted Antifreeze/Coolant – 50/50 Blend	
SARA Section 311/312 Hazard Classes	Health hazard - Reproductive toxicity Health hazard - Specific target organ toxicity (single or repeated exposure) Health hazard - Acute toxicity (any route of exposure)
Ethylene glycol (107-21-1)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active	
CERCLA RQ	5000 lb
SARA Section 313 - Emission Reporting	1 %
Potassium 2-ethylhexanoate (3164-85-0)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active	
Tolyltriazole, sodium salt (64665-57-2)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active	
EPA TSCA Regulatory Flag	TP - TP - indicates a substance that is the subject of a proposed Section 4 test rule under TSCA.
Diethylene glycol (111-46-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active	

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Chemical(s) subject to the reporting requirements of Section 313 or Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR Part 372.

CAS-No.	Name	Percent by Weight
107-21-1	Ethylene glycol	≤ 46.651%

15.2. US State Regulations

California Proposition 65

 **WARNING:** This product can expose you to Ethylene glycol, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Ethylene glycol (107-21-1)		X		
Benzene (71-43-2)	X	X		X

Ethylene glycol (107-21-1)

U.S. - New Jersey - Right to Know Hazardous Substance List
 U.S. - Pennsylvania - RTK (Right to Know) List
 U.S. - Massachusetts - Right To Know List
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List

Diethylene glycol (111-46-6)

U.S. - Pennsylvania - RTK (Right to Know) List

15.3. Canadian Regulations

Ethylene glycol (107-21-1)

Listed on the Canadian DSL (Domestic Substances List)

Potassium 2-ethylhexanoate (3164-85-0)

Listed on the Canadian DSL (Domestic Substances List)

Tolyltriazole, sodium salt (64665-57-2)

Listed on the Canadian DSL (Domestic Substances List)

Diethylene glycol (111-46-6)

Listed on the Canadian DSL (Domestic Substances List)

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Date of Preparation or Latest Revision : 11/01/2022

Revision

Indication of Changes : Review of data. Language modified.

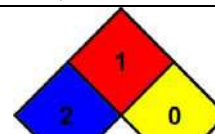
Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR) SOR/2015-17.

GHS Full Text Phrases:

H302	Harmful if swallowed
H314	Causes severe skin burns and eye damage
H315	Causes skin irritation
H318	Causes serious eye damage
H319	Causes serious eye irritation
H361	Suspected of damaging fertility or the unborn child
H373	May cause damage to organs through prolonged or repeated exposure

NFPA Health Hazard : 2 - Materials that, under emergency conditions, can cause temporary incapacitation or residual injury.

NFPA Fire Hazard : 1 - Materials that must be preheated before ignition can occur.



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NFPA Reactivity Hazard : 0 - Material that in themselves are normally stable, even under fire conditions.

The information contained herein is correct to the best of our knowledge, information, and belief and is designed only as guidance for the handling, use, processing, storage, transportation, disposal, and release of the product. User assumes all risks incident to use of this product and shall determine the quality and suitability of the product for its use. Supplier offers no warranty, express or implied, whatsoever, including warranties of merchantability or fitness for a particular purpose or otherwise, and specifically disclaims any and all liability for incidental, consequential, or other damages arising out the use or misuse of the product. The information provided relates only to the specific material provided and may not be valid if used in combination with any other materials or process, unless specified herein.

NA GHS SDS 2015 (Can, US)