



**REQUEST FOR QUALIFICATIONS (RFQ)
ROAD MATERIALS
DPW1101-RM**

**County of San Bernardino
Department of Public Works
825 East Third Street
San Bernardino, CA 92415-0835**

July 15, 2011

**ROAD MATERIALS
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I. INTRODUCTION

The County of San Bernardino Department of Public Works is responsible for the maintenance of 2,825 miles of County road, over 3,000 flood channels, basins, storm drains, dams and levees, and supervises 16 yards that are separated by extensive distances. The Department often utilizes contractors to provide Road Materials for road and flood control facilities maintenance work.

A. Purpose. The County of San Bernardino Department of Public Works, hereafter referred to as the "County", is seeking proposals from interested and qualified firms to provide various Road Materials throughout the County. Vendors submitting proposals in response to this Request for Qualification (RFQ) will hereafter be referred to as "Proposers". This RFQ is being released to identify, pre-qualify, and create a Board-authorized and a Purchasing Department list of vendors, hereafter referred to as "Contractors", who will bid to supply Road Materials to specific job sites as jobs are scheduled.

B. Process. The RFQ shall remain open and in effect from July 15, 2011 through June 30, 2014. Successful proposals shall be placed on a County-approved list of Contractors by either the Board of Supervisors or the Purchasing Department. Once on the list, it is not necessary to submit bi-yearly proposals.

Contractors are not guaranteed to remain on the list in the event unsatisfactory work is performed on accepted job assignments.

C. Award of Contract. Once on the County approved list of vendors, for procurement of road materials only, or the procurement of road materials and maintenance work (as defined in Public Contract Code section 22002(d)), or the procurement of road materials and emergency work, or the procurement of road materials and public project work when the project cost is equal to or less than the amount set forth in Public Contract Code section 22032(a) (currently set at \$30,000), the Department will advertise a project to the County approved list of contractors and purchase the road materials and/or acquire the services from the vendor that provides the lowest bid utilizing a Blanket Purchase Order issued by the Purchasing Department. County Code section 14.0102 authorizes the Purchasing Agent to purchase material, enter into service contracts (\$100,000 limit per scope of services, per contractor, per department, per fiscal year), and enter into construction contracts or purchase orders for "public projects" (\$30,000 limit). According to Public Contract Code section 22002(d), a "public project" does not include "maintenance work". "Maintenance work" includes the resurfacing of streets and highways at less than one inch. (Public Contract Code section 22002(d)(3).)

D. Minimum Proposer Requirements. All Proposers must:

1. Have no outstanding or pending complaints filed against the company by the County, nor have been barred or found non-responsible by the County or any other federal, state, or local governmental agency for provision of the materials sought in this RFQ. If the Proposer, or any principal, partner, officer or responsible managing officer of the Proposer, or if any principal, partner, officer or responsible managing officer of another entity or organization that has been barred or found non-responsible as described herein, then this provision is applicable.
2. Have a valid business license in the Proposer's own name (or other proof of valid business).

Please note that a specific license may be required for a particular project. Contractors must maintain a valid applicable license during any time work is performed pursuant to a contract with the County.

3. Meet participation requirements listed in this RFQ.

E. Correspondence. All correspondence, including responses to the RFQ, is to be submitted to:

**County of San Bernardino
Department of Public Works – Operations
ATTN: Aimee Westrom
825 East Third Street, Room 120
San Bernardino, California 92415-0835
(909) 387-8050 fax**

F. Proposal Submission Deadline. All proposals must be received at the address listed above no later than **2:00 PM on the deadline specified in Section I, H.**

Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened or considered until the following proposal deadline specified in Section I, H.

G. Questions. Questions regarding the contents of this RFQ must be submitted in writing on or before **12:00 PM (PST) of the deadlines specified in Section I, H**, and the questions must be directed to the individual listed in Section I, E. All questions submitted will be answered and posted to the County website (sbcountry.gov/purchasing then click on "Request for Proposals") on or date indicated in Section I, H. Questions will not be accepted after the deadlines specified.

As of the issuance of this RFQ, Vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFQ. Failure to adhere to this policy may result in disqualification of the Proposer.

H. Proposal Timeline. The County reserves the right to change any of these dates. Any changes will be communicated in writing. Proposals will be accepted continuously from July 15, 2011 through June 30, 2014, however, contracts will be awarded on a bi-yearly basis.

Tentative RFQ release date:		July 15, 2011		
Quarter	Deadline for Questions at 12:00 PM	Posted Answers on Purchasing Website	Bi-Yearly Proposal Deadline at 2:00 PM	Tentative Contract Commencement
3Q2011	July 20, 2011	July 21, 2011	July 27, 2011	August 23, 2011
1Q2012	November 3, 2011	November 10, 2011	November 17, 2011	January 10, 2012
3Q2012	May 10, 2012	May 17, 2012	May 24, 2012	July 10, 2012
1Q2013	November 1, 2012	November 8, 2012	November 15, 2012	January 8, 2013
3Q2013	May 9, 2013	May 16, 2013	May 23, 2013	July 9, 2013
1Q2014	October 31, 2013	November 7, 2013	November 14, 2013	January 7, 2014

Subsequent proposals from previous Proposers who were not added to the County approved list of vendors shall not be accepted for a period of one (1) year after the applicable proposal submission deadline.

II. PROPOSAL CONDITIONS

- A. Contingencies.** This RFQ does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in its own best interest to do so. The County will notify all Proposers, in writing, if all proposals are rejected. The County reserves the right to waive any immaterial irregularities in a proposal.
- B. Modifications.** The County reserves the right to issue addenda or amendments to this RFQ.
- C. Proposal Submission.** To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.
- D. Incurred Costs.** This RFQ does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request, and Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.
- E. Negotiations.** The County may require potential Contractors to participate in negotiations including, but not limited to, price, technical, or other matters for discussion required for award.
- F. Acceptance or Rejection of Proposals.** Proposals shall remain open, valid and subject to acceptance anytime within one hundred and eighty (180) days from the date the proposal is opened.
- G. Award.** See section I, Paragraph C.

Failure to raise any objections to the contract language at the time of submittal of a response to this RFQ will result in a waiver of objection to any of the contract language.

- H. Final Authority.** The final authority to award a contract rests solely with the San Bernardino County Board of Supervisors, or its delegated officers and agents.

III. PROPOSAL REQUIREMENTS

- A. Scope of Work.** Contractors will provide Road Materials to the County for maintenance projects as jobs are scheduled for performance. For the purposes of this RFQ, the term "Road Materials" shall include, but is not limited to, aggregates, asphalt concrete, asphalt emulsions, blast slag, crack sealant, Portland cement concrete, rip rap, volcanic cinders and dust control/dirt road stabilization. The product forms are attached to this RFQ, as noted:

	ATTACHMENT
Aggregates Product Specification Form	E-1
Asphalt Concrete Product Specification Form	E-2
Asphalt Emulsions Product Specification Form	E-3
Blast Slag Product Specification Form	E-4
Crack Sealant Product Specification Form	E-5
Portland Cement Concrete Product Specification Form	E-6
Volcanic Cinders Product Specification Form	E-7
Dust Control/Dirt Road Stabilization Specification Form	E-8

The Proposer must complete any, or all, applicable Road Material Product Specification forms for which the Proposer will bid to provide as jobs are scheduled.

B. Material Requirements. Contractor must meet the following requirements:

1. All materials shall meet the latest addition Caltrans specifications.
2. All materials shall be subject to testing. Testing shall conform to all related specifications defined by County at a later date or at the time of bid.
3. All materials, excluding soil control/dirt road stabilization materials, shall have a one (1) year warranty. Upon proof of material failure determined to be Contractor's fault, Contractor shall replace materials, or reimburse the County for costs incurred for material replacement and installation.

4. Free time on delivery shall be as follows:

Asphalt	30 minutes
Bulk Liquid	60 minutes
Rock	30 minutes
Rip Rap	10 minutes

5. Material delivery time shall be recorded on the delivery ticket as follows:

Arrival (on site)	hh:mm
Begin (delivery)	hh:mm
Departure (delivery completed)	hh:mm
Standby time (after free time deducted)	hours and/or minutes

6. Standby time shall be paid as follows:

2- or 3-axle truck without trailer	\$65.00/hour
3-axle truck with trailer	\$70.00/hour

C. Equipment Requirements.

1. All equipment shall be of good commercial quality, in good working order, and meet CAL-OSHA safety requirements, Vehicle Code and air quality regulations, and is subject to County approval.
2. All equipment shall arrive at jobsite safety inspected, in good working order and ready to perform.
3. Contractor's employees, agents, or representatives, charged with performing Contractor obligations under an accepted job assignment must be trained in their assigned tasks and in the operation and safe handling of the required equipment and materials. Work performed for the County shall be in a good and professional manner, subject to the reasonable satisfaction of the County, and subject to the provisions herein.
4. Contractor's employees, agents, or representatives must wear safety and protective gear according to CAL-OSHA standards and any applicable laws.
5. The County, through the Director of Public Works, or the Director's designee, may require the Contractor to file a payment bond with and approved by the County in accordance with Civil Code section 3247, in a penal sum equal to one hundred percent (100%) of the contract price.

D. Price Format.

1. Proposers shall complete and sign the applicable Road Materials Product Specification forms (ATTACHMENTS E1-E8), designating the material types Proposer is willing to provide for the term of the contract. **Delivered material pricing is not required at this time.**
2. At the time a job is scheduled for performance:
 - a. Contractor shall receive a Request for Bid that will include specific information regarding the job.
 - b. The price bid at the time the job is scheduled for performance shall include all labor, equipment, services, materials and supplies required to perform Contractor obligations under an accepted job assignment. The bid price will exclude sales tax.
3. Contractors in default of their Contract or an accepted job assignment, as determined by the County, may:
 - a. Be disallowed from bidding on subsequent job assignments for a period of time.
 - b. Have award of other accepted job assignments revoked.
 - c. Have the Road Materials Contract cancelled.

E. County of San Bernardino Reserved Rights:

1. To immediately dismiss a contractor from a job if work is found to be deficient in any manner. In the event of such a dismissal, the Contractor will be notified of such deficiency orally and in writing. The County may allow the Contractor the opportunity to remedy the deficiency within forty-eight (48) hours of such notification, or it may terminate service, with written notice, and offset the cost thereof from any amounts due the Contractor under this Agreement or otherwise.
2. To invoice Contractor for all costs incurred by the County, including assessed fines and or penalties, for Contractor's incorrect, late, or non-performance of obligations under an accepted job assignment. These costs may be offset from any amounts due the Contractor under this Agreement or otherwise.

F. Notice of Cancellation. The County reserves the right to disqualify Proposers or cancel a contract with a seven (7) day written notice of cancellation in the event the Contractor does not start assigned jobs within a reasonable time, takes excessive time to complete a job or does not perform services in a satisfactory manner.

G. Award of Bid. The County will award the project pursuant to a contract/purchase order to the lowest responsible bidder.

IV. PROPOSAL SUBMISSION

A. Participation. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal serves as agreement that the Proposer has read and understands this entire RFQ, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFQ have been satisfied.

B. Proposal Format and Presentation. Proposals must be submitted in the format described in this RFQ and prepared in such a way as to provide a straightforward, concise description of ability to satisfy the requirements of this RFQ. **Expensive bindings, colored displays,**

promotional materials, etc., are neither necessary nor desired. Emphasis should be on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

1. Complete. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
2. Property of County. All proposals and materials submitted become the property of the County and are subject to the "California Public Records Act" as follows:

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Responses may contain financial or other data, which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages _____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line contain information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Response in order to facilitate eventual public inspection of the non-confidential portion of the Response.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur. The Proposer, by submitting such information, agrees to indemnify, defend and hold harmless the County in any action brought to disclose such information.

If confidentiality cannot be maintained, the Proposer has the option of withdrawing the Response to the Proposal or advising the County of its understanding that this information will become public record.

3. Deadline. Proposals must be received no later than **2:00 PM** on bi-yearly proposal deadline noted in the Proposal Timeline (Section I, H) at:

**County of San Bernardino
Department of Public Works – Operations
ATTN: Aimee Westrom
825 East Third Street, Room 120
San Bernardino, CA 92415-0835**

4. Presentation.
 - a. An original and two (2) copies of the written proposal are required.
 - b. The package containing the original and copies must be sealed and marked with the Proposer's name, address, and marked "CONFIDENTIAL – RFQ ROAD MATERIALS DPW1101-RM".
 - c. Proposals must be completed and signed in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and RFQ Road Materials DPW1101-RM.
 - d. Proposals must be verified by your authorizing agent before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.
5. Format. Response to this Request for Qualifications must be submitted in the following format (please see Attachment A, RFQ Proposal Package Checklist and Attachment F, Sample Proposal Cover Page):
 - a. **Cover Page.** The cover page should be a letter, on company letterhead, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:
 - 1) A statement that the proposal is submitted in response to the RFQ Road Materials DPW1101-RM.
 - 2) A statement indicating which individuals, by name, title, address, and telephone number are authorized to negotiate with the County on behalf of the organization/firm.
 - 3) The names, addresses, telephone numbers and fax numbers of 3 business (trade) references.
 - 4) A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
 - 5) A copy of a valid business license (or other proof of valid business) in the name of the Proposer.
 - b. **Proposer Information Page.** Attach a completed copy of the "Proposer Information Page" form (ATTACHMENT B).
 - c. **Statement of Certification.** Attach a completed and signed copy of the "Statement of Certification" form (ATTACHMENT C).
 - d. **Former County Administrative Officials.** The "List of Former County Administrative Officials" form (ATTACHMENT D) must be completed and submitted, as applicable and in accordance with the requirements noted in Section VI, A18 of this RFQ.
 - e. **Road Materials Product Specifications.** Attach any or all completed and signed copies of the Product Specification forms (ATTACHMENTS E1-E8).
 - 1) Proposers must explain any assumptions and/or constraints.
 - 2) Proposers must explain any additional charges and/or fees in the proposal.

- 3) Proposers must explain any prompt payment cash discounts.

V. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process. All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance as determined by reference checks and other information in the possession of or accessible to the County. The evaluation will be based on the written proposal as submitted, but may include a site visit to the Proposer.

B. Evaluation Criteria.

1. **Initial Review.** All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of Section IV, B of this RFQ.
- b. Prospective contractors must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, D of this RFQ.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. **Technical Review.** Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Ability to provide the materials noted in the Product Specification forms (ATTACHMENTS E1-E8) in a timely manner. This includes, but is not limited to, providing sufficient personnel, required licenses, and equipment.
- b. Materials and related services must meet requirements identified in Section III, A-C, and on the Product Specification forms (ATTACHMENTS E1-E8).
- c. Standard payment terms shall be a minimum of Net 30 days, upon receipt of invoice, however prompt payment cash discount terms will be accepted and evaluated. Proposer shall indicate any prompt payment cash discounts on the Product Specifications forms (ATTACHMENTS E1-E8). **No late penalties will be charged or paid on payments that exceed this 30-day minimum.**

3. Selection. Selection will be based on the proposals that best meet the requirements of this RFQ and the needs of the County.

C. Local Preference Policy. The County has adopted a preference for Proposers whose principal place of business is located within the boundaries of San Bernardino County, California. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the Proposer's main office (or headquarters) or a major

regional office. A “major regional office” is defined as a business location apart from Proposer’s main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Proposer is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the Proposer’s full time management employees and twenty-five (25%) of its full time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means for example, if two Proposers are responding to this RFQ and if quality, service and ability to meet County’s needs are equal, County must determine if one of the Proposers is a local Proposer. If one of the Proposers is a local Proposer, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Proposer’s quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Proposer for the contract award.

D. Procedural and Award Disputes. In the event a dispute arises concerning the proposal process prior to award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing or designee, within ten (10) calendar days of notification of non-selection or recommended selection.

Grounds for protesting non-selection are only that the County failed to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In the event of a protest, a panel designated by the Director of the Department of Purchasing, or their designee will handle all protests.

The Director of the Purchasing Department or designee shall consider the request and respond in writing within ten (10) calendar days of receipt of request, or as soon thereafter as such response can be developed, advising of the decision with regard to the protest and the basis for the decision.

All protests must be submitted to:

**County of San Bernardino
Purchasing Department
ATTN: Laurie Rozko, Director
RFQ ROAD MATERIALS – DPW1101-RM
777 E. Rialto Avenue
San Bernardino, California 92415-0760**

VI. GENERAL AGREEMENT TERMS

A. Contract Requirements

1. Legality and Severability. The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
2. Taxes. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
3. Representation of the County. In the performance of the Agreement, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
4. Contractor Primary Contact. The Contractor will designate an individual to serve as the primary point of contact for the Agreement. Contractor or designee must respond to County inquiries within twenty-four (24) hours. Contractor shall not change the primary point of contact without written notice and acceptance by the County. Contractor must supply the County with an emergency 24-hour contact and telephone number.
5. Change of Address. The Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
6. Subcontracting. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be solely responsible for the performance and payment of any subcontractor's contract without recourse against the County.

The Contractor shall act as the single principal for all service in this contract. This requires a single point of contact representing the Contractor.
7. Agreement Assignability. Without the prior written consent of the County, the agreement is not assignable by Contractor either in whole or in part.
8. Agreement Amendments. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when written, executed and attached to the original Contract and approved by the required persons at the County.
9. Termination for Convenience. The County for its convenience may terminate this Contract in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise.
10. Attorney Fees and Costs. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is

the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Sec. VI, B1, INDEMNIFICATION. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against County concerning this contract shall be solely the Contractor's expense and shall not be charged as a cost under this contract.

11. Venue. The venue of any action or claim brought by any party to this Agreement will be the Superior Court, Central District of San Bernardino. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court, Central District of San Bernardino County.
12. Electronic Funds Transfer. Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into Contractor's designated checking or savings account. Contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.
13. Licenses, Permits and/or Certifications. Contractor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations to render its services hereunder. The Contractor shall maintain these licenses and permits in effect for the duration of this Agreement. Contractor shall require all subcontractors to comply with the provisions of this paragraph. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses or permits may result in termination of this Agreement.
14. Labor Laws. By its execution of this Agreement, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. Vendor shall make copies of the prevailing rates of per diem wages for craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers' compensation and forfeiture of penalties prescribed in the Labor Code for violations. Vendor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.
15. Equal Employment Opportunity Program. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

16. Notification Regarding Performance. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Contractor shall notify the County immediately by telephone, and in writing within one (1) working day.
17. Conflict of Interest. Proposer shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Proposer or officer or employee of the Proposer.
18. Improper Consideration. Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any Contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

19. Employment of Former County Officials. Contractor must provide information on former County of San Bernardino Administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business (ATTACHMENT D). This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

20. Inaccuracies or Misrepresentations. If in the course of the RFQ process or in the administration of a resulting Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, Contractor may be terminated from the RFQ process or in the event a Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

21. Ownership of Documents. All documents, data, products, graphics, computer programs, and reports prepared by the Contractor pursuant to this Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section VI, Paragraph A.9 – Termination for Convenience. Unless otherwise directed by the County, Vendor may retain copies of such items.
22. Copyright. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge the County of San Bernardino as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with the County prior to publication.
23. Invoices. Contractor shall provide County itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month.
24. Release of Information. No news releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County may be made or used without prior written approval of the County.
25. Participation Clause. The County desires that other Department of Public Works Divisions, Special Districts, Municipalities, School Districts, and other Tax Exempt Districts within the County of San Bernardino requiring Road Materials, may at their option and through the County Purchasing Agent, avail themselves of the agreement resulting from this proposal. Upon notice, in writing, the Contractor agrees extending the terms of a resultant agreement with such Governmental bodies as though they have been expressly identified in this agreement, with the provision that:
 - a. Such a Governmental body does not have and will not have in force any other contract for like purchases.
 - b. Such a Governmental body does not have under consideration for award any other bids or quotations for like purchases.
 - c. The County will not be liable for any such purchases made between the Contractor and another Governmental body that avail themselves of this agreement.
26. Damage to County Property, Facilities, Building or Grounds. The Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, building or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County.

27. Air, Water Pollution Control, Safety and Health. Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.
28. Drug and Alcohol-Free Workplace. In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
 - a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
 - c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing services for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this agreement and any other agreement the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

29. Notice of Delays. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
30. Disclosure of Criminal and Civil Proceedings. The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award or contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals,

members, associates or key employees, has within the last ten years been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's office or locations.

31. Artwork, Proofs and/or Negatives. All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the vendor. In the event of a failure to return the documents, the county is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.
32. Environmental Requirements. In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize vendors that reduce environmental impacts in their promotion and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), vendor must be able to annually report the County's environmentally preferable purchases using Exhibit I. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their services to the County.

33. Right to Monitor and Audit. The County, State and Federal government shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Contractor's performance of its duties or other terms of this Agreement are deficient in any manner, County will notify Contractor of such

deficiency orally and in writing, or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option may terminate this Agreement immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Contractor under this Agreement or otherwise.

34. Availability of Records. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.
35. Use of ARRA Funds and Requirements. This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

36. Schedule of Expenditure of Federal Awards. In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA

expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection. Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Vendor shall require the carriers of the above-required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Vendors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Vendor and Vendor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Vendor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests

The Vendor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Vendor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Vendor or County payments to the Vendor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

The Vendor agrees to provide insurance set forth in accordance with the requirements herein. If the Vendor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Vendor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Vendor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code

and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

The Vendor shall carry General Liability Insurance covering all operations performed by or on behalf of the Vendor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Vendor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Vendor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

*****The remainder of this page has been left blank intentionally*****

ATTACHMENT A
PROPOSAL PACKAGE CHECKLIST

<u>Item</u>	<u>Proposal Checklist Description</u>	<u>Included</u>
1	Cover Page with copy of Business License (as per Sec. IV, B, 5a, Page 10)	
2	Proposer Information Sheet (ATTACHMENT B, as per Sec. IV, B, 5b Page 10)	
3	Statement of Certification (ATTACHMENT C, as per Sec. IV, B, 5c, Page 10)	
4	List of Former County Administrative Officials (ATTACHMENT D, as per Sec. IV, B, 5d, Page 10 and Sec. VI, A18, Page 15)	
5	Road Material Product Specification forms (ATTACHMENTS E1-E8, as per Sec. III, A, B, Pages 6-7 and D, Page 7, and Sec. IV, B, 5e, Page 10)	

Proposer must submit an original and two (2) unbound copies of the response to the request for proposal (as per Sec. IV, B, 4a, Page 10).

**ATTACHMENT B
PROPOSER INFORMATION PAGE**

Vendor Information: Corporation Partnership Sole Proprietorship

Vendor Name:	
Federal Tax ID:	
Owner Name & Telephone No.: <small>(Required if sole proprietorship)</small>	
Contact Name Telephone No.: Fax No.: Email Address:	24-Hour Information Contact Name: Telephone No.: Email Address:
Mailing Address:	Remittance Address:
Contractor's License Number:	Expiration Date:
Additional email addresses:	

ATTACHMENT C STATEMENT OF CERTIFICATION

I, _____, of _____
Representative name Vendor organization

have the authority and do submit this proposal to provide to the County of San Bernardino the following:

Product/Service Description	Cost	Timeframe
Road Materials (as per Sec. III, A)	SEE ATTACHMENTS	TBD*

* To Be Determined (TBD) as jobs are scheduled.

I certify that:

1. All declarations in this proposal and attachments are true and constitute a warranty, the falsity of which entitles the County to pursue any legal remedy.
2. All aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
3. The offer made in this proposal is firm and binding for 180 days from the date this proposal is opened and recorded.
4. All aspects of this RFQ and the proposal submitted are binding if this proposal is selected and a contract awarded.

5. _____ agrees to provide the County with any
Vendor organization
 additional information it deems necessary to accurately determine ability to perform services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained herein. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

6. _____ does not have any commitments or potential
Vendor organization
 commitments which may impact its assets, lines of credit, guarantor letters, or ability to perform the contract.

7. _____ will comply with all applicable rules, laws and
Vendor organization
 regulations.

Authorized Signer _____ *Date* _____

Print Name _____

**ATTACHMENT D
LIST OF FORMER COUNTY ADMINISTRATIVE OFFICIALS**

INSTRUCTIONS: List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the Proposer/CONTRACTOR, the date the Official entered Proposer's/CONTRACTOR'S employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION

Authorized
Signer _____ *Date* _____

Print
Name _____

**ATTACHMENT E-1
AGGREGATES PRODUCT SPECIFICATION**

Vendor Name: _____

PRICING IS NOT REQUIRED AT THIS TIME.

If you wish to bid on delivered materials to the site as jobs are scheduled, and or you will provide materials freight on board (FOB), please indicate this by typing or writing, **"YES"**, in the appropriate boxes below.

The following aggregate bases shall conform to the grading and quality requirements in Section 26 of the most current Caltrans Standard Specifications.

Materials	Unit Measure	Will you deliver		Additional Fees/Unit*
		Material FOB?	Material to Site?	
Class 2 Aggregate Base (Section 26)	Ton			
Class 3 Aggregate Base (Section 26)	Ton			
1 1/2" Rock (Section 68)	Ton			
Rock – Rip Rap (Rock Slope Protection)	1/4 Ton			
Rock – Rip Rap	1/2 Ton			
Washed Chip Rock, 1/4" x No. 10	Ton			
Sand	Ton			

The following Chip Seal Screenings shall conform to Section 37 (37-1.02 Materials) of the Caltrans Standard Specifications.

Chip Seal Screening, Medium, 3/8 " x No. 6	Ton			
Chip Seal Screening, Medium Fine, 5/16"x No. 8	Ton			
RAP Material, 3/8"	Ton			
RAP Material 5/16"	Ton			

* Explanation:

Authorized
Signer _____

Date _____

Print
Name _____

**ATTACHMENT E-2
ASHPALT CONCRETE PRODUCT SPECIFICATION**

Vendor Name:

PRICING IS NOT REQUIRED AT THIS TIME.

FOB Pricing & Delivered Materials – If you wish to bid on delivered materials as jobs are scheduled, you must indicate this by typing or writing, "YES", in the appropriate boxes of the last column.

The following Asphalt Concrete mixes shall conform to the requirements in Section 39 of the most current Caltrans Standard Specifications. Asphalt Binders shall be a steam-refined paving asphalt in conformance with the most current provisions in Section 92, Caltrans Standard Specifications.

Materials	Unit Measure	Material Price FOB	Additional Fees/Unit*	Will you Deliver?
PG 4000 liquid				
PG 4000, 1/2" Max Medium	Tons			
PG 4000, 3/8" Max, Medium	Tons			
PG 4000, 3/8" fine, # 4 screen (4.75mm)	Tons			
PG 4000, 3/8" Open Grade	Tons			
PG 4000, 1/2" Open Grade	Tons			
PG 8000, 3/8" Regular	Tons			
SC 3000, 3/8" Regular	Tons			
SC 3000, 1/2" Regular	Tons			
SC 800, 3/8" Regular	Tons			
QPR 2000	Tons			
Sheet Mix	Tons			
Berm Mix (PG 70-10)	Tons			
Fog Seal (SS1H) Section 37	Tons			
Fog Seal (SSC1H)	Tons			
Type I Slurry Seal (Section 37)	Tons			
Type II Slurry Seal (Section 37)	Tons			
Type II Slurry Seal w/ Latex	Tons			
Type II Rubberized Emulsion Aggregate Slurry Seal	Tons			
Type III Rubberized Emulsion Aggregate Slurry Seal	Tons			

* Explanation:

Authorized
 Signer _____ Date _____
 Print
 Name _____

**ATTACHMENT E-3
ASHPALT EMULSIONS PRODUCT SPECIFICATION**

Vendor Name:

PRICING IS NOT REQUIRED AT THIS TIME.

FOB Pricing & Delivered Materials – If you wish to bid on delivered materials as jobs are scheduled, you must indicate this by typing or writing, **“YES”** in the appropriate boxes of the last column.

The following Asphalt Emulsions shall conform to the requirements in Section 94 of the most current Caltrans Standard Specifications.

Materials	< 480 Gallons	Material Price FOB	≥ 480 Gallons	Material Price FOB	Additional Fees/Unit*	Will you Deliver?
SS1h	Gallons		Gallons			
SS1h (Buckets, 5 Gallons)	Gallons		Gallons			
SS1h/CSS1h+2.5% latex	Gallons		Gallons			
SSC1H	Gallons		Gallons			
PMRS2h	Gallons		Gallons			
CQS1h	Gallons		Gallons			
PMCRS2h	Gallons		Gallons			
SC800 Liquid (Section 93, Liquid Asphalts)	Gallons		Gallons			
Dilution Water (delivered prices only)	Gallons		Gallons			
Other:	Gallons		Gallons			
Spread Charge					Per Hour	

* Explanation:

Authorized
Signer _____

Date _____

Print
Name _____

**ATTACHMENT E-4
BLAST SLAG PRODUCT SPECIFICATION**

Vendor Name:

PRICING IS NOT REQUIRED AT THIS TIME.

Delivered Materials – If you wish to bid on delivered materials as jobs are scheduled, you must indicate this by typing or writing, **“YES”** in the appropriate boxes of the columns.

Service Area (delivery within 10 of city limits)	Unit Measure	Blast Slag				Additional Fees* Price/Unit
		3/8"	1/2"	3/4"	(D) Fines	
Apple Valley	Tons					
Baker	Tons					
Baldy Mesa	Tons					
Barstow	Tons					
Big Bear	Tons					
Big River	Tons					
Blue Jay	Tons					
Chino	Tons					
Crestline	Tons					
Fontana	Tons					
Needles	Tons					
San Bernardino	Tons					
Trona	Tons					
29 Palms	Tons					

NOTE: The County of San Bernardino will get quotes for delivered materials to sites not listed on this form.

* Explanation:

Authorized Signer _____ *Date* _____

Print Name _____

**ATTACHMENT E-5
CRACK SEALANT PRODUCT SPECIFICATION**

Vendor Name:

PRICING IS NOT REQUIRED AT THIS TIME.

Delivered Materials – If you wish to bid on delivered materials as jobs are scheduled, you must indicate this by typing or writing, **"YES"** in the appropriate boxes of the last column. The following types of Crack Sealants shall conform to the requirements in Section 92 of the most current Caltrans Standard Specifications.

Materials	Service Areas		Comments	Additional Fees/Unit*	Will you Deliver?
	Barstow	San Bernardino			
Emulsified					
Polyester Fiber Asphalt					
Modified Asphalt			Polyflex		
Low Modulus Asphalt					

* Explanation:

Authorized Signer _____ *Date* _____

Print Name _____

**ATTACHMENT E-6
PORTLAND CEMENT CONCRETE PRODUCT SPECIFICATION**

Vendor Name:

PRICING IS NOT REQUIRED AT THIS TIME.

FOB Pricing & Delivered Materials – If you wish to bid on delivered materials as jobs are scheduled, you must indicate this by typing or writing, **"YES"** in the appropriate boxes of the last column.

The following Portland Cement concrete shall conform to the requirements in Section 90 of the most current Caltrans Standard Specifications.

Materials	Unit of Measure	FOB Pricing	Service Areas (check applicable areas)					Additional Fees/Unit*	Will you Deliver?
			Barstow	Chino	Ontario	San Bernardino	Victorville		
Standard Mix – 3/8" rock 5 sack	CY								
1/2" rock 5 sack	CY								
3/4" rock 5 sack	CY								
Standard Mix – 3/8" rock 7 sack	CY								
1/2" rock 7 sack	CY								
3/4" rock 7 sack	CY								
Slurry Mix 2 sack	CY								
Slurry Mix 3 sack	CY								
Slurry Mix 5 sack	CY								

CY = Cubic Yard

* Explanation:

Authorized Signer _____ Date _____

Print Name _____

**ATTACHMENT E-7
VOLCANIC CINDERS PRODUCT SPECIFICATION**

Vendor Name: _____

PRICING IS NOT REQUIRED AT THIS TIME.

Delivered Materials – If you wish to bid on delivered materials as jobs are scheduled, you must indicate this by typing or writing, **"YES"** in the appropriate boxes of the columns.

Product Information:

Service Areas (delivery within 10 miles of city limits)	Unit Measure	#2, 5/16" Volcanic Cinders Red & Black Mix, Delivered			#6, 3/8" Volcanic Cinders Red & Black Mix, Delivered		
		Pump Truck	Truck & Trailer	Additional Fees*	Pump Truck	Truck & Trailer	Additional Fees*
Baldy Mesa	Tons						
Big Bear	Tons						
Blue Jay	Tons						
Camp Angeles	Tons						
Crestline	Tons						
Forest Falls	Tons						
Mt. Baldy	Tons						
Running Springs	Tons						
Yucaipa	Tons						

NOTE: If exceptions occur and product needs to be delivered to any additional sites, The County of San Bernardino will call to get quotes for those areas.

* Explanation:

Authorized Signer _____ Date _____

Print Name _____

ATTACHMENT F
SAMPLE COVER PAGE
(Must be typed on Proposer's company letterhead)

This proposal is submitted in response to RFQ Road Materials DPW1101-RM.

The following individuals are authorized to negotiate with the County on behalf of ABC Company:

Jane Doe
CEO 1234 Main Street
Anywhere, CA 12345
(909) 555-5555p
(909) 555-5445 f

John Doe
Field Operations Manager
1234 Main Street
Anywhere, CA 12345
(909) 555-5656 p
(909) 555-5655 f

Three References:

Company #1
Attn: Bob Smith
5678 Main St.
Anywhere, CA 12345
(909) 555-9876p
(909) 555-8947f

Company #2
Attn: Betty Jones
1452 Main St.
Anywhere, CA 12345
(909) 555-1457p
(909) 555-8943f

Company #3
Attn: Jim Brown
4896 Main St.
Anywhere, CA 12345
(909) 555-6397p
(909) 555-1387f

The undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization.

John Doe
Field Operations Manager
ABC Company

EXAMPLES OF GREEN ATTRIBUTES	EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION
<p>Biobased</p> <p>Biodegradable</p> <p>Carcinogen-free</p> <p>Chlorofluorocarbon (CFC)-free</p> <p>Compostable</p> <p>Energy efficiency</p> <p>Lead-free</p> <p>Less hazardous</p> <p>Low toxicity</p> <p>Mercury-free</p> <p>Persistent bioaccumulative toxin (PBT)-free</p> <p>Rapidly renewable</p> <p>Rechargeable</p> <p>Recyclable</p> <p>Recycled content</p> <p>Reduced greenhouse gas emissions</p> <p>Reduced packaging</p> <p>Refill/refillable</p> <p>Remanufactured/refurbished</p> <p>Renewable materials</p> <p>Responsible forestry</p> <p>Upgradeable</p> <p>Water efficiency</p>	<p>Certified Approved Product (AP) Non-Toxic</p> <p>Ecologo Certified</p> <p>Energy Star</p> <p>Electronic Product Environmental Assessment Tool (EPEAT) program</p> <p>Forest Stewardship Council Certified</p> <p>Green Seal Certified</p> <p>Greenguard Certified</p> <p>Scientific Certification Systems (SCS)</p>