

REQUEST FOR BID

COUNTY OF TULARE

Office of

Date: Sept 25, 2024

THIS IS NOT AN ORDER

PURCHASING AGENT

2637 W Burrel Ave

Visalia, CA 93291-4593

REFER TO BID NO.

25-014



By: Sharon Castellini

Phone: (559) 205-1106

Bids will be received by the Tulare County Purchasing Agent until **2:00 PM PST on October 29, 2024**. Please submit bids through <https://www.bidnetdirect.com/california/countyoftulare>

NOTICE: Bid on each item separately unless instructions read otherwise. Attach complete specifications for any substitutions offered or when clarification is desirable or necessary. The right is reserved to reject any or all bids.

SHERIFF DEPUTY UNIFORMS – MATERIAL CONTRACT

The Tulare County Purchasing Agent invites bids to be submitted for the purchase of SHERIFF DEPUTY UNIFORMS as required. Such contract will be for a one (1) year period effective beginning **January 01, 2025**, and ending **December 31, 2025**.

BIDDERS QUESTIONS: Bidders may submit any questions they have pertaining to this Request for Bid through <https://www.bidnetdirect.com/california/countyoftulare> Any and all questions must be submitted by **2:00 PM October 10, 2024**, in order to be considered. Questions and answers will be distributed to all bidders only, if necessary, to clarify substantive items raised. No changes and/or additions will be made to this Request for Bid within forty (40) working hours of its closing date.

AWARD OF BID: A contract may be awarded to multiple vendors to provide requirements of this BID.

ATTACHED SHEETS: The attached sheets indicate the conditions of the bid and contract, specifications, using departments and agencies, and estimated quantities of the products to be used for one (1) year. Quantities estimated will be used for basis of award and are based on past year's usage. Please utilize price sheet marked as **Exhibit F** when submitting your bid. Failure to submit pricing utilizing **Exhibit F** will result in a rejection of bid.

THE SIGNATURE PAGE AND OTHER ATTACHMENTS BEGINNING ON PAGE 09 MUST BE COMPLETED AND SIGNED BY THE BIDDER AND SUBMITTED WITH BIDDER'S BID. GRID SHEET MUST BE INCLUDED WITH BID SUBMISSION AND SUBMITTED IN AN EXCEL FORMAT.

Signature Page

VENDOR TO COMPLETE THIS PAGE

PARTICIPATION

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing BID. Please state if your BID will or will not be extended to these entities under the same terms and conditions as stated in this BID.

Select YES or NO.

YES	_____	NO	_____
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This preference shall not apply to transactions required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local preferences.

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL VENDOR"

Select YES or NO.

YES	_____	NO	_____
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Undersigned agrees to furnish the commodities and/or services as stipulated in this REQUEST FOR BID at the prices/fees, terms, and conditions stated.

Company:

Address:

County:

City:

State:

Zip:

Phone
No:

Signed By: _____

Title:

Date:

Email Address:

Note: This signature page must be turned in with your Bid.

REQUEST FOR BID
GENERAL CONDITIONS

1. PREPARATION OF BIDS

- A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.
- B. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- C. All information shall be typewritten or clearly printed. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections must be initialed in ink by the person signing the Bid.
- D. Corrections and/or modifications received after the closing time specified will not be accepted.
- E. Bids must be submitted by the due date prior to the time specified on page 1 to be considered. Bids must be submitted electronically through <https://www.bidnetdirect.com/california/countyoftulare> No emailed, telegraphic, facsimile, or telephone bids will be accepted. The County is not responsible for late submissions due to delays in the electronic delivery or website outages.
- F. Any bids received after the closing date shall be returned unopened to the bidder.
- G. Any Attachments and/or Exhibits are herewith made a part of this Request for Bid.
- H. All bid prices shall be F.O.B. County of Tulare.
- I. Quote separate prices on each individual item in County's unit of measure (i.e., ea, dz, pkg, not your standard carton price). Bidder must use supplied excel sheet.
- J. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
- K. Prices bid SHALL remain firm for a minimum of 120 days after award to cover subsequent purchase requirements.
- L. Prices bid by bidder are considered accurate and cannot be withdrawn after the bid is closed.
- M. Upon submission of bid documents, all such documents shall become the property of the County.
- N. Time of delivery shall be stated as the number of calendar days following receipt of the order by the bidder, to the receipt of the goods or services by the County. Time of delivery may be a consideration in the award.
- O. Prices will be considered as net if no cash discount is shown.
- P. Provide any other information not specifically requested which may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this bid request.)

- Q. Tulare County generally solicits bids from a wide variety of bidders which may include retailers, wholesalers, suppliers, distributors, etc.

2. BRAND NAMES/QUALITY

- A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number)
- C. Equal items will not be considered if identical supply has been determined a necessity and the notation NO SUBSTITUTE has been entered.
- D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- E. The Purchasing Agent shall in all instances be the final judge in determining whether the items bid are acceptable to the County, and whether the items bid are equal in quality and utility to the specified articles.

3. SAMPLES

- A. Samples of articles, when required, shall be furnished free of cost of any sort to the County of Tulare.
- B. Samples of articles selected may be retained for future comparison.
- C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

4. TAXES

- A. Tulare County is exempt from payment of Federal Excise Tax. No Federal Tax should be included in the price. Exemption Certificates will be furnished when applicable.
- B. Unless otherwise definitely specified, the unit price stated herein does not include California State Sales Tax. Lump sum bids for labor and materials shall include all applicable tax.

5. CASH DISCOUNTS

In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

6. USAGE

Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

7. INCLUSION IN THE CONTRACT

The County departments and governmental entities listed are those which will participate in the contract. However, the right is reserved by the Purchasing Agent, at his/her discretion, to include any other County department and/or governmental entity in the contract at the accepted prices.

8. LITERATURE.

Bidders shall submit literature which fully describes items on which they are bidding, no later than the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

9. GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

10. PRICES F.O.B.

Quotations are to be F.O.B. destination to various County departments and any included governmental entities.

11. MINIMUM ORDER

Bidder's offer must indicate minimum order quantities and charges for less than minimum order quantity. If not stated, it will be assumed there are none.

12. AWARD

The County of Tulare reserves the right: (1) to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; (4) to make partial awards or award to more than one vendor (if vendor bid prices are based only on an "all or none" award, vendor just so specify within the bid); and (5) to accept the bid that is in the best interest of the County of Tulare. The Purchasing Agent's decision shall be final.

A combination of the following factors will be considered in awarding this bid.

- A. Prices
- B. Bidder's previous records of performance and service
- C. Ability of bidder to render satisfactory goods or services in this instance
- D. Quality and conformance to specifications

The County shall be the sole judge in making this determination.

13. QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and a listing of the County of Tulare's Purchase Order number must accompany every delivery. All materials, supplies or services furnished under contract or Purchase Order shall be in accordance with the county specifications. Materials or supplies which, in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications shall be rejected and promptly removed from the County premises at the bidder's or contractor's expense.

14. INDEPENDENT CONTRACTOR STATUS

This contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

15. RIGHT TO AUDIT

The County of Tulare reserves the right to verify, by examination of the successful bidder's records, all invoiced amounts when firm prices are not set forth in the Agreement or purchase order resulting from this bid.

16. LIABILITIES

- A. The successful bidder shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the agreement or purchase order resulting from this bid, and agrees to defend, at successful bidder's own expense, any and all actions brought against the County of Tulare or successful bidder because of the unauthorized use of such articles.
- B. **INDEMNIFICATION:** Bidder shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kinds, including death or injury to any person and/or damage to any property, including County property arising out of the acts or omissions of Contractor or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by Contractor, and any claims made against County alleging civil rights violations by Contractor under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). Contractor specifically agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of Contractors' employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract for any extension of this Contract.
- C. The foregoing obligations will continue beyond the term of the contract or purchase order resulting from this bid as to any act or omission that occurred during its term or any extension thereof.

17. DEFAULT BY SUCCESSFUL BIDDER

- A. Rights and remedies of County for default: In case of default by bidder, the County may procure the article(s) or service(s) from another source and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against the bidder's performance bond, if any, or by suit against the successful bidder. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B. Inspection on deliveries which do not meet specifications will be at the expense of successful bidder.

18. PRICES

During the period of deliveries under an agreement or purchase order resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the County for as long as the lower prices are in effect, but at no time shall the prices charged the County exceed the prices herein quoted.

19. DELIVERIES

Deliveries are to be made to the using department or agency by common transportation carrier, by the successful bidder's own equipment, or by other means so as to effect prompt delivery. Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration, or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the successful bidder. Frequency of delivery will be determined by the needs of the using department or agency and will be interspersed throughout the contract year.

The successful bidder shall be expected to maintain a normal delivery time which is established as being within twenty-four (24) after receipt of order. Deliveries are to be made to the points indicated, as required. Sufficient notice will be given to the successful bidder to effect the required delivery.

20. CONTRACT EXCLUSIVE

The provisions of the agreement or purchase order resulting from this bid shall in no way prohibit the County from making any incidental purchases from another supplier for the same commodities as herein listed

21. TERMINATION OF PURCHASE ORDERS OF AGREEMENTS

- A. Purchase orders or contracts which extend into a subsequent fiscal year will automatically cancel if the Tulare County Board of Supervisors does not appropriate funds for the goods and/or services under the purchase order or contract.
- B. The County of Tulare may by giving ten (10) days written notice to the successful bidder, terminate the contract or purchase order resulting from this bid prior to its expiration for due cause. Due cause for termination shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.
- C. The County may, upon giving thirty (30) days prior written notice to the vendor, terminate the contract or purchase order, with or without cause.

22. MERCHANDISE RETURNABLE FOR FULL CREDIT

Successful bidder agrees to give full credit to the County for any merchandise returned in good condition.

23. INVOICING

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order or contract. Reference shall be made to the purchase order or contract number. Invoice shall be paid once a month on all deliveries made during the month in accordance with the County's normal payment cycle.

24. VENDOR ASSISTANCE

Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

25. RENEWAL

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional two (2) one (1) year period provided the prices, terms, and conditions remain the same.

26. NON-FUNDING CLAUSE

Funds provided for commodities or services under the terms of this bid are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

27. RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN COUNTY

Those governmental entities other than the County who are listed (or who have sub sequentially been included) have signified their intention to participate in the Tulare County agreement or purchase order resulting from this bid. Participation will not impose any responsibility for payment of claims or any responsibility whatsoever on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

28. LOCAL PREFERENCE (Section 1-03-1301 of the Tulare County Ordinance Code):

A. Whenever the County purchases supplies, materials, equipment or services for the County through the use of competitive bids, the County in evaluating the price for such supplies, materials and/or equipment shall determine if the lowest responsible bidder is a local vendor as defined in this section; and, if so, the contract shall be awarded to such vendor. If low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the low bid announced by the County shall have the option of submitting a new bid within forty-eight (48) hours (not including weekends and holidays) of the time indicated in the bid documents for the opening bid. Such new bid must be in an amount less than or equal to the low bid announced by the County. County shall award the contract to the local vendor submitting the lowest responsible bid within said 48 hours period. If no new bids received within said 48 hour period, the contract shall be awarded to the original low bidder as announced by the County.

B. "Local vendor" shall mean any business which:

- (1) has had a fixed office or distribution point located in and having a street address within the County of Tulare for at least six (6) months immediately prior to the issuance of the request for bids by the County; and
- (2) holds any required business license by the County or any city within the County; and,
- (3) employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Tulare County.

- C. Any vendor claiming to be a local vendor as defined above shall so certify to the Purchasing Agent by indicating “yes or no” below and signature on bid document. The County Purchasing Agent shall have sole discretion to determine if a vendor meets the definition of a “local vendor”.
- D. Any person or business falsely claiming to be a local vendor shall be ineligible to transact any business with the County for a period of not less than three (3) months or not more than twenty-four (24) months as determined in the sole discretion of the Purchasing Agent. The County shall also have the right to terminate all or any part of any contract entered into with such person or business.
- E. Prior to the County declaring any person or business not a “local vendor” or ineligible to transact business with the County, such person or business shall be entitled to a public hearing before the Board of Supervisors and to a five (5) day notice of the time and place thereof.

29. DEBARMENT: Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively “Contractor”) are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal state funded health care program, or from receiving Federal fund as listed in the List of Parties Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

See **Exhibit A**, attached with instructions and signature page that must be signed and submitted with this Bid.

30. ON-LINE ORDERING

In keeping with the advance in technology, the County of Tulare is implementing on-line ordering as opportunity allows. Can you provide online inter-net ordering?

_____ YES _____ NO

Can you provide your commodity catalog either from your website or by Excel spreadsheet?

_____ YES _____ NO

NOTE: THIS WILL NOT AFFECT THE OUTCOME OF THE BID AWARD.

31. INFORMATION

Information regarding the results of any bid may be obtained at the Tulare County Purchasing Department, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 for a period of ninety (90) days from the opening date of the bid. Bid tabulations will be made available for review three (3) business days after bid opening date and can be obtained from the Purchasing Department clerical staff.

32. SPECIAL CONDITIONS

Special Conditions attached hereto supersede the General Conditions to the extent of any inconsistency between them.

33. HEADINGS

Headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

34. OTHER PROVISIONS

A. PRICES shall be firm for the contract period ending, unless otherwise stated by the bidder hereon:

B. MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE" unless otherwise stated by the bidder hereon:

C. STATE PURCHASE ORDER mailing address, e-mail, and telephone number for ordering purposes:

D. STATE REMITTANCE mailing address and telephone number for payment purposes:

35. INSURANCE:

Prior to approval of a Contract by COUNTY, CONTRACTOR shall file with the Purchasing Division of Tulare County evidence of required insurance for installation as set forth in **Exhibit B**, attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). The insurance coverage shall be issued at the expense of and maintained by CONTRACTOR during the entire term of the Contract. CONTRACTOR shall provide renewal policy documents throughout the life of the contract.

36. RUSSIAN SANCTIONS/EXECUTIVE ORDER N-6-22 - NOTICE TO ALL COUNTY CONTRACTORS, SUPPLIERS AND GRANTEEES (POTENTIAL AND EXISTING)

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-Content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website

(<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-andcountryinformation/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

As a reminder, agreements with the County of Tulare include portions which require compliance with all local, state, and federal laws and directives which includes Executive Orders such as the EO discussed here. The EO may not apply to or effect your agreement with the County. Please reach out to our department in order to seek clarification should you have any questions.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO. See attached **Exhibit C**.

37. TULARE COUNTY WORKPLACE VIOLENCE PREVENTION POLICY:

CONTRACTOR shall comply with the terms and conditions of The Tulare County Workplace Violence Prevention Policy which by this reference is made a part of this “Request for Bid” (RFB). See attached **Exhibit D**.

38. CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION AND FORM

All bidders (potential contractors) must complete and submit with their bid, the Campaign Contribution Disclosure Form. See **Exhibit E**, attached with instructions, information, and a disclosure form that must be signed and returned. For additional information, please refer to:

Government Code section 84308

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=84308
FPPC Regulations 18438.1 through 18438.8

<https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I76245C705A0A11EC8227000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextD%20ata=%28sc.Default%29&contextData=%28sc.Default%29>

39. BID PROTESTS:

Any bid protest must be in writing and filed with the Tulare County Purchasing Division, 2637 W. Burrell Ave., Suite 200, Visalia, California 93291 before 5:00 p.m. no later than two working days following bid opening (the “Bid Protest Deadline”) and must comply with the following requirements:

- A. General. Only a bidder who has submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors and material suppliers are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest. For purposes of this Bid Protest Procedure, a “working day” means a day that County is open for normal business, and excludes weekends and holidays observed by County.
- B. Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- C. Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award of the contract for the Project depending upon the outcome of the protest.
- D. Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by County before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation.

Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

- E. Copy to Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award of the contract for the Project depending upon the outcome of the protest.
- F. Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- F. Right to Award. The Tulare County Purchasing Agent, or designee, reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest cost responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

40. PRICE SHEET

Vendors are to utilize the Price Sheet provided with bid, see attached **Exhibit F**. Price Sheet must be submitted in an excel format. Failure to do so will result in bid being rejected.

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR

part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Date

Printed Name & Title

Name of Agency or Company

EXHIBIT B
NON-PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the

COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A:-VII and a Standard & Poor’s rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(Mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers’ Compensation Exemption: I certify that _____ is not required to carry workers’ compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name _____ Date: _____

Contractor Name _____

Signature _____

EXHIBIT C



ATTENTION ALL COUNTY OF TULARE CONTRACTORS AND GRANTEES

Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

As a reminder, agreements with the County of Tulare include portions which require compliance with all local, state, and federal laws and directives which includes Executive Orders such as the EO discussed here. The EO may not apply to or effect your agreement with the County. Please reach out to our department in order to seek clarification should you have any questions.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

EXHIBIT D



ATTENTION ALL COUNTY OF TULARE CONTRACTORS AND GRANTEES

Workplace Violence Prevention Policy Notification

For all Contractors and Grantees with employees working on Tulare County Properties

As an extension of our Injury and Illness Prevention Program (IIPP) and Emergency Action Plan (EAP), Tulare County has developed a policy to address the hazards associated with the four major types of workplace violence as outlined by SB 553 and California Labor Code, Chapter 5, Section 3, Subsection 6401.9. As such, Tulare County will notify outside employers who have employees conducting business on Tulare County property of any known workplace violence hazards, behaviors that are prohibited on Tulare County property, and how to report any actual or potential workplace violence incidents.

Per the Tulare County Workplace Violence Policy, the following is prohibited behavior while on County property:

- A. The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury;
- B. An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury;
- C. Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Any person working on County property who receives or learns of any threat or violent act is to report such incident to the employer, who shall report the incident to Tulare County Human Resources and Development at 559-636-4900 or by email at HRD@tularecounty.ca.gov. If an emergency exists and the situation is one of immediate danger, law enforcement should be notified by dialing 911 and whatever emergency steps are available and appropriate should be taken to protect themselves from immediate harm, such as leaving the area.

EXHIBIT E – CAMPAIGN CONTRIBUTION DISCLOSURE EXHIBIT & FORM

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors (“Board”) of the County of Tulare or any of its affiliated agencies.

IMPORTANT NOTICE

Government Code section 84308 (also known as the “Levine Act”) contains requirements that are summarized generally as follows:

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official or alternate who may participate in your proceeding may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a Party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving “a license, permit, or other entitlement for use” includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your “agent” is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are “agents” for purposes of these rules.
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated with contributions to the first Board member but are aggregated as to each Board member or other County officer who may participate in your proceeding.
4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.

**COUNTY OF TULARE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Application or Solicitation Number: _____
 Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Tulare County Board of Supervisors or to any County Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes ____ No ____

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
 Contributor or Contributor Firm's Name: _____
 Contributor or Contributor Firm's Address: _____

Is the Contributor: *(check applicable boxes)*

<input type="checkbox"/>	The Applicant	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="checkbox"/>	Subcontractor	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<input type="checkbox"/>	The Applicant's agent/ or lobbyist	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____
 Name of Contributor: _____
 Date(s) of Contribution(s): _____
 Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

Date

Signature of Applicant

Print Firm Name if applicable

Print Name of Applicant