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DEPARTMENT OF GENERAL SERVICES
Central Services Division



**SOLANO
COUNTY**

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**INVITATION FOR BIDS(IFB)
NUMBER 988-0722-22
FOR
ON-CALL WEED (FLAMMABLE VEGETATION)
ABATEMENT SERVICES**

DEPARTMENT OF RESOURCE MANAGEMENT

**IFB RELEASE DATE: JULY 22, 2021
SUBMISSION DATE: AUGUST 16, 2021 5:00 PM PST**

**IMPORTANT NOTICE:
PUBLIC WORKS REFORM (SB 854) LAW APPLIES TO THIS PROJECT**

LATE BIDS WILL NOT BE ACCEPTED

SUBMIT IFB TO:	IFB COORDINATOR
Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at https://solanocounty.bonfirehub.com	Farid Atmar, IFB Coordinator MFAtmar@solanocounty.com
Any bidder participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at www.solanocounty.com . Include the application with your bid. The County will post any changes and information relating to this IFB digitally via Bonfire E-Procurement Platform. Proposers are responsible for frequently checking the Bonfire Platform at https://Solanocounty.Bonfirehub.Com for any changes or information relating to this IFB.	
"Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance."	

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Date: July 22, 2021

INVITATION FOR BIDS (IFB) NO: 988-0722-22
ON-CALL WEED (FLAMMABLE MATERIALS) ABATEMENT SERVICES

ATTENTION: ALL PROSPECTIVE OFFERORS

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

Notice is hereby given that bids **MUST** be electronically submitted via Bonfire website <https://solanocounty.bonfirehub.com/login>, no later than **August 16, 2021 5:00 PM, Pacific Standard Time (PST)**, at which time, the County will access and evaluate all bids in accordance with the County of Solano's specifications and contract documents. Any hard copy submissions, submissions via email, or late submissions will be retained in the file unopened and will be considered disqualified.

It is the responsibility of the bidder to see that any electronic submitted bid shall have sufficient time to be received by the Bonfire website before the bid submittal deadline. The receiving time in the Bonfire website will be the governing time for acceptability of bids.

Bidders shall visit the Bonfire website for any upcoming updates, changes or information regarding this solicitation prior and after bid submission date.

Respectfully.

Respectfully.

Farid Atmar
Senior Buyer, IFB Coordinator

1.0. **STATEMENT OF PURPOSE**

1. The purpose of this Invitation for Bid (IFB) is to define the County's minimum requirements and gain adequate information by which the County may evaluate services offered by contractors or vendors. As used herein, the term contractor or vendor shall mean the contractor, its employees, or agents.
2. The County of Solano, on behalf of the Department of Resource Management, Building and Safety Division, hereinafter referred to as the "County," is soliciting bids to establish a list of on-call qualified contractors to provide labor, materials and equipment to complete professional weed (flammable vegetation) abatement services at various locations throughout the unincorporated area of Solano County.
3. The County reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County and not necessarily to the lowest vendor, but to the bid determined to be professionally and technically able to render services and perform associated work in support of the department and fulfill all contract requirements.
4. Bidders are responsible for checking Bonfire E-Procurement Platform, Solano County Portal frequently for any current information and documents pertained to this IFB.
5. Bid shall be valid at least for (90) days after IFB closing date.
6. Questions regarding this solicitation preferably shall be posted via Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com/login> or submitted in writing to the IFB Coordinator, email at Email@solanocounty.com no later than July 28, 2021 5:00 PM PST. Response to written questions will be posted on the Bonfire Website Solano County Portal no later than July 30, 2021. If there is a delay in posting responses, the bid submission due date may be extended commensurate. The County cannot assure any response to questions/inquiries received after this date.
7. **The State of California Prevailing Wage is in effect for this work, in accordance with Director of Industrial Relations, pursuant to California Labor Code, Section 1770, et. Seq.**
 - a. State of California Contractor State License Board license (CSLB) C 42 is required for this work. Bidder must submit a copy of their CSLB license with their bid.
 - b. The State of California Director of Industrial Relation (DIR) registration is required for this project. Bidder must submit DIR registration number with their bid. See IFB section 4, item 36.
 - c. Septic Pumper vehicle permit from Solano County, Resources Management, Environmental Health Division.
 - d. A current septic license is required. Submit a copy with your Bid.
 - e. Contractor shall possess a valid State of California DMV Motor Carrier permit.

2.0. CONTRACT TYPE AND DURATION

1. Once a qualified list is established, the County will issue purchase orders to contractors for each specific assignment. The County does not guarantee any specific level of work to be contracted pursuant to this IFB but desires to establish a list of qualified contractors who may be called upon should the need arise.
2. The qualified list will cover potential services through June 30, 2022.

3.0. SPECIFICATION/DESCRIPTION

County is seeking qualified contractors to perform the following as needed for private or public properties that are subject to code enforcement or fire abatement orders:

Handwork – The purpose of handwork is the removal of flammable vegetation along fence lines, around trees, around structures, and on properties not accessible by tractor or riding lawn mower. Also, to dispose of flammable waste piles on property. When it is impractical by reason of topography, location of trees, sprinkler systems, shrubbery, buildings, fences or type of vegetation cover to disk and, when authorized by the County representative, the vegetation shall be removed or thinned by hand labor.

Disking – Weed abatement by disking shall be accomplished by cultivating with a double-throw at sufficient depth turning and loosening the soil, placing most flammable vegetation (weeds) under the soil surface. Disking is the plowing of weeds using reasonable care so as to not disturb under/over ground utilities, destruction to fencing, buildings, equipment, supplies or adjoining land, due to reckless or negligent plowing of land. The requirement for the finished product shall be clearance between the property that has the debris and other adjoining parcels of land.

Photos – Date stamped photos taken before the work was started, and date stamped photos after the work is completed are to be included with each invoice produced for payment. The Contractor shall include a measuring device, pre-approved by the Contract officer, in all photos used to document the work product.

Debris Removal: Removal of rubbish (including but not limited to scrap metals, disassembled parts of automobiles or machinery, furniture, mattresses, tires, concrete, asphalt, bricks or other construction or demolition materials, debris, litter, cardboard, metal cans, glass, cut brush, dead trees, tree limbs and similar materials) and other garbage.

-

4.0. INSTRUCTIONS TO BIDDERS

1. INFORMED BIDDERS. Before submitting bids, bidders must fully inform themselves of the conditions, requirements and specifications of the products or materials to be furnished. Failure to do so will be at bidder's own risk and they cannot secure relief on the plea of error.

2. BID FORMS. Bid must be submitted via electronic submission via Bonfire website at <https://solanocounty.bonfirehub.com/login> .

3. PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

4. OFFERS OF MORE THAN ONE PRICE. Bidders are allowed to submit more than one bid but not more than two bids. Bidders may submit one base bid and one alternate bid. Where bidder submits more than one bid, one bid shall be marked "base bid" and the other shall be marked "alternate bid." Base bid and the alternate bid shall be submitted in accordance with the terms and conditions of this bid solicitation. The County reserves the sole right to accept or reject any alternate offer, in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. DEADLINE FOR BID SUBMITTALS. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Pacific Time.

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

22 BID SUBMITTALS. An electronic submission of Bids via Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com/login> are due **no later than August 16, 2021 5:00 PM PST. Late submittals will not be accepted.** The County will not pay any costs associated with the preparation, submittal, or presentation of any bid. Please register as a Vendor with E-Procurement Platform, Solano County Portal at <https://solanocounty.bonfirehub.com/login> for uninterrupted notification and access to County bidding opportunities. The County will only accept submission of all bids via Bonfire Interactive E Procurement Platform. Any hard copy submission, any other submission method (email, fax, etc.) will be retained in the file unopened and will be considered disqualified from consideration

in further bidding process. Please see section 4.36 for instruction regarding bidders registration with Bonfire website.

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

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

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

26. BID ERRORS. Contractors are liable for all errors or omissions contained in their bids. Contractors will not be allowed to alter documents after the deadline for submitting bids.

27. CONFLICT OF INTEREST. By submitting a bid, the contractor certifies that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with the procurement under this IFB.

28. NON-DISCRIMINATION. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's contractors. Accordingly, all vendors entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places.

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

30. LICENSURE. The contractor must hold all necessary and applicable insurance, as well as all business and professional licenses. The County may require any or all contractors to submit evidence of proper documents.

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

32. CONTRACT AWARD. The awarded bidder(s) will be issued a purchase order(s) by the County for the duration of each specific project, if awarded.

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

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

35. LOCAL VENDOR PREFERENCE:

35.1 In order to address the competitive disadvantage faced by local businesses that seek to enter into contracts with the County because of the higher costs of doing business in the County, and to encourage businesses to locate and remain in the County, the County has implemented a local preference policy.

35.2 Definition of Local Business

For purposes of this section, a "local business" means a business enterprise, including but not limited to a sole proprietorship, partnership, or corporation, which has the following:

- a. a valid business license issued from the County or a political subdivision within the County; and
- b. its principal business office, or a satellite office with at least one full-time employee, located in the County.

35.3. Preference

- a. Where the lowest responsible bidder is not a local business, the purchasing agent shall provide the lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with notice and an opportunity to reduce its bid to match that of the lowest responsible bidder. Notice shall be by telephone and either facsimile or electronic mail. The local business shall have five (5) business days after the date of such notice to match the lowest bid, in writing. Should the

local business so match, it shall be deemed the lowest responsible bidder and receive the award.

- b. Should the lowest responsible local business bidder decline to match as set forth above, the purchasing agent shall provide the next lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with the same notice and opportunity to match the bid of the lowest responsible bidder as above. This process shall continue as necessary, until an award is made either to a responsible local business bidder within five percent (5%) of the lowest responsible bidder, or the lowest responsible bidder itself.
- c. In instances where a local business and a non-local business submit equivalent, lowest responsible bids, the purchasing agent shall give preference to the local business.
- d. No contract awarded to a local business under this section shall be assigned or subcontracted in any manner that permits more than fifty (50) percent or more of the dollar value of the contract to be performed by an entity that is not a local business.

35.4 Declaration of Compliance

In submitting a bid subject to this section, a local business shall affirm its compliance with Sections 22-24 of the Solano County Code, on a form to be provided by the purchasing agent (Declaration form included in this bid)

35.5 Notice

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

35.6 Exceptions

The exceptions provided for in section 2.11 of the County's Purchasing & Contracting Policy Manual shall apply to this section. Furthermore, this section is made expressly inapplicable to public works or other projects to the extent the application would be prohibited by state or federal law.

36.0 BIDDER REGISTRATION WITH BONFIRE INTERACTIVE (EFFECTIVE IMMEDIATELY)

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

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

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

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

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

5.0. ATTACHMENT AND EXHIBITS

Complete the following required attachments and include with bid response.

ATTACHMENT 1:	BID SHEET
ATTACHMENT 2:	SIGNATURE PAGE
ATTACHMENT 3:	PUBLIC WORKS REFORM FACT SHEET
ATTACHMENT 4:	QUESTIONS AND ANSWERS SHEET
ATTACHMENT 5:	AGENCY REFERENCE FORM
ATTACHMENT 6:	NON-COLLUSION DECLARATION FORM
ATTACHMENT 7:	CERTIFICATE OF COMPLIANCE
ATTACHMENT 8:	RESERVATION
ATTACHMENT 9:	DRUG FREE WORKPLACE CERTIFICATE
ATTACHMENT 10:	DECLARATION OF LOCAL BUSINESS
ATTACHMENT 11:	DEBARMENT CERTIFICATION
ATTACHMENT 12:	DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS
ATTACHMENT 13:	IFB CHECKLIST
EXHIBIT C:	PURCHASE ORDER STANDARD TERMS AND CONDITIONS



COUNTY OF SOLANO
INVITATION FOR BID (IFB) NO. 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES
BID SHEET

Submit Bid to		RFQ Coordinator	
Digitally via Bonfire E-Procurement Platform Solano County Portal website at https://solanocounty.bonfire.com		Farid Atmar, IFB Coordinator Email: MFAtmar@solanocounty.com Phone: 070-784-6976	
RFQ Release Date: July 22, 2021		Bid Submission Date: August 16, 2021 5:00 PM PST	
Please quote on this sheet in spaces indicated below for the articles described. Note: for complete details, delivery terms and other requirement, please refer to the RFQ Section 1-4 entirely.			
Vendor Information:			
Name of the Business: Address:		Contact Person: Email: Phone Number: Contractor DIR Registration No:	
DESCRIPTION / SPECIFICATION			UNIT PRICE
Handwork – The purpose of handwork is the removal of flammable vegetation along fence lines, around trees, around structures, and on properties not accessible by tractor or riding lawn mower. Also, to dispose of flammable waste piles on property. When it is impractical by reason of topography, location of trees, sprinkler systems, shrubbery, buildings, fences or type of vegetation cover to disk and, when authorized by the County representative, the vegetation shall be removed or thinned by hand labor.			Hourly Rate \$ _____
Discing – Weed abatement by discing shall be accomplished by cultivating with a double-throw at sufficient depth turning and loosening the soil, placing all weeds under the soil surface. Discing is the plowing of weeds using reasonable care so as to not disturb under/over ground utilities, destruction to fencing, buildings, equipment, supplies or adjoining land, due to reckless or negligent plowing of land. The requirement for the finished product shall be clearance between the property that has the debris and other adjoining parcels of land.			Per Acre Rate \$ _____
Photos – Date stamped photos taken before the work was started, and date stamped photos after the work is completed are to be included with each invoice produced for payment. The Contractor shall include a measuring device, pre-approved by the Contract officer, in all photos used to document the work product.			Pricing per photo \$ _____
Debris Removal: Removal of rubbish (including but not limited to scrap metals, disassembled parts of automobiles or machinery, furniture, mattresses, tires, concrete, asphalt, bricks or other construction or demolition materials, debris, litter, cardboard, metal cans, glass, cut brush, dead trees, tree limbs and similar materials) and other garbage.			Hourly Rate: \$ _____
Other:			Fees/Rate Structure \$ _____
DECLARATION OF LOCAL BUSINESS: PLEASE CHECK ONE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
SPECIAL NOTES:			
THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ABOVE ARTICLE(S) AT THE PRICES AND TERMS STATED SUBJECT TO THE INSTRUCTIONS AND CONDITIONS OF THIS IFB.			
NAME: _____		SIGNATURE: _____	
		DATE: _____	
EMAIL: _____		PHONE NO.: _____	
		FAX: _____	

IFB NO: 988-0722-22

SUBMISSION DATE: 08/16/2021 5:00 PM PST

COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES

SIGNATURE PAGE

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

Certification – Respond to the following by writing **(Yes)**, **(No)** Or **(N/A)**, and Initial.

Description	Yes/ No/ N/A	Initial
Forms, Attachments and Certifications		
Public Works Reforms (Sb 854) Fact Sheet		
Non-Collusion Declaration (Complete form and return with bid document)		
Certification of Compliance		
County Reservations		
Other documents (Specify) _____		

SIGNATURE AND ACKNOWLEDGMENT:

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

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES**

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

(check website below for any updates)

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

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

Essentials of public works contractor registration program:

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

- The inadvertent listing of an unregistered subcontractor on a bid doesn't necessarily invalidate that bid.
- A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work.
- An unregistered contractor or subcontractor can be replaced with one who is registered.
- A contractor whose registration lapses will have a 90-day grace period within which to pay a late fee and renew.
- Contractors and subcontractors register online. The preferred method of payment is by credit card.
- The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

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

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

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

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

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

- **Exemptions:** As of April 1, 2015, and even after January 1, 2016, the following projects are exempt from the requirement to have contractors and subcontractors furnish certified payroll records (CPRs) to the Labor Commissioner:

Any projects monitored and enforced by the following legacy LCPs:

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

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

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

READ AND ACKNOWLEDGE ON THE ATTACHMENT 2 SIGNATURE PAGE

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES**

QUESTIONS AND ANSWERS FORM

Any questions regarding this solicitation shall be submitted according to the process outlined below and as specified in the solicitation document. The county's response to questions will be as specified in the solicitation documents.

1. Submit questions or concerns on the form provided.
2. State your question(s) in the table and reference the section of the solicitation (if applicable).
3. Submit the form (Microsoft word only) via email to solicitation coordinator at email at Email@solanocounty.com, or via Bonfire website at <https://solanocounty.bonfirehub.com> .
Please contact the IFB coordinator with any questions regarding this process, preferably via email.

QUESTIONS AND ANSWER

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	COUNTY RESPONSE (FOR COUNTY USE ONLY)

SIGNATURE AND ACKNOWLEDGMENT:

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

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES**

AGENCY REFERENCE FORM

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

LIST OF REFERENCES

1. AGENCY OR FIRM NAME:	
BUSINESS ADDRESS:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DESCRIPTION OF SERVICE:	
DATES(S) WHEN SERVICE PROVIDED	
2. AGENCY OR FIRM NAME:	
BUSINESS ADDRESS:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DESCRIPTION OF SERVICE	
DATES(S) WHEN SERVICE PROVIDED	
3. AGENCY OR FIRM NAME:	
BUSINESS ADDRESS:	
CONTACT PERSON:	
TELEPHONE:	
DESCRIPTION OF SERVICE	
DATES(S) WHEN SERVICE PROVIDED	

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

SIGNATURE AND ACKNOWLEDGMENT:

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

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES**

NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106

The undersigned declares: I am the _____ of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed by:

READ AND ACKNOWLEDGE ON THE ATTACHMENT 2 SIGNATURE PAGE

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES**

CERTIFICATION OF COMPLIANCE

CERTIFICATION:

The bidder does hereby make certification and assurance of the Proposer's compliance with:

- a) The laws of the County of Solano:
<http://www.codepublishing.com/CA/SolanoCounty/>
- b) Title VI of the federal Civil Rights Act of 1964:
<https://www.justice.gov/crt/fcs/TitleVI-Overview>
- c) Title IX of the federal Education Amendments Act of 1972:
<https://www.justice.gov/crt/title-ix-education-amendments-1972>
- d) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:
<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>
- e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:
<https://www.ada.gov/pubs/adastatute08.htm>
- f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,
- g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this IFB.

READ AND ACKNOWLEDGE ON THE ATTACHMENT 2 SIGNATURE PAGE

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES**

COUNTY RESERVATIONS

COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:

The County of Solano reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended bid award will be determined to be the most professionally and technically able to render services and perform associated work in support of the department to fulfill all contract requirements.

Right of Rejection

1. The County reserves the right to reject any and all bids, or to cancel this IFB in part or in its entirety.
2. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.
3. The County reserves the right to amend this IFB at any time. The County also reserves the right to cancel or reissue the IFB at its sole discretion.
4. Any bid received which does not meet the requirements of this IFB, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all the terms, conditions, and performance requirements of this IFB.
5. To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.
7. To reject any and all proposals considered not to be in the best interest of the County.
8. To waive any and all minor irregularities in bids.
9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

READ AND ACKNOWLEDGE ON THE ATTACHMENT 2 SIGNATURE PAGE

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES**

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

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

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

- (a) The dangers of drug abuse in the workplace.
 - (b) The person's or organization's policy of maintaining a drug-free workplace.
 - (c) Any available counseling, rehabilitation and employee assistance programs.
- and
- (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

- (a) Will receive a copy of the company's drug-free policy statement; and
- (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

FEDERAL TAX I.D. NUMBER	
--------------------------------	--

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

SIGNATURE AND ACKNOWLEDGMENT:

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

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES**

DECLARATION OF LOCAL BUSINESS

Solano County gives local businesses a preference in formal solicitations of goods and services as set forth in section 22-24 of the Solano county code. in order to qualify for this preference, a business must meet all of the following criteria:

- c.a valid business license issued from the county or a political subdivision within the county; and
- d. its principal business office, or a satellite office with at least one full-time employee, located in the county.

Section 2: Acknowledgement

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as defined in section 22-24 of the Solano county code.

All information submitted is subject to investigation, as well as disclosure to third parties under the California public records act. incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the county's local preference policy. false or dishonest responses will result in rejection of the bid and curtail the declarant's ability to conduct business with the county in the future. it may also result in legal action.

1. Legal name of the business: _____
2. Physical address of principal place of business or satellite office with at least one employee:
street: _____ city: _____ state: _____ zip: _____
3. Business license number issued by county of Solano: _____

i declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration is executed by

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

SIGNATURE AND ACKNOWLEDGMENT:

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

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES**

DEBARMENT CERTIFICATION

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

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

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

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

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

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

SIGNATURE AND ACKNOWLEDGMENT:

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

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES**

PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations.

--

Note: if no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**COUNTY OF SOLANO
INVITATION FOR BIDS(IFB) NO.: 988-0722-22
ON-CALL WEED (FLAMMABLE VEGETATION) ABATEMENT SERVICES**

IFB CHECKLIST

This Checklist is not comprehensive. it is the proposer's responsibility to ensure compliance with all requirements of this solicitation.		indicate by initialing
All required attachments, and exhibits as required by Solicitation?		
Attachment 1	Bid Sheet	
Attachment 2	Signature Page	
Attachment 5	Agency Reference Form	
Attachment 10	Declaration of Local Business	
Attachment 10	Debarment Certification	
Attachment 11	IFB Checklist	
Any objections / comments: Specify: _____		
Cover letter in letterhead, contains signature and validity period		
Amendment documents are attached		

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

SIGNATURE AND ACKNOWLEDGMENT:

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

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the department's Contract Manager.

2. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. Following termination, Contractor shall be reimbursed for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

3. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

4. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor shall maintain the following insurance during the term of this Contract:

(1) Commercial general liability insurance written on an occurrence basis for all activities of Contractor (and its subcontractors) arising out of or in connection with this Contract, written on a Commercial General Liability form including, but not limited to, premises and operations, independent contractor, products and completed operations, contractual liability and personal injury, in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence and in the aggregate.

(2) As required by the Labor Code of the State of California, Workers' Compensation insurance, for Contractor and employees of Contractor. All Workers' Compensation policies shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving prior notice to Solano County in writing."

B. If Contractor maintains higher limits than the minimum shown above, County is entitled to coverage for the higher limits maintained by Contractor.

C. The required commercial general liability insurance policy shall be endorsed by the Contractor's insurance carrier with the following specific language:

(1) The County of Solano, its officers, agents and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of the parties' Contract.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.

(3) The insurance provided herein is primary and no insurance held or owned by the County of Solano shall be called upon to contribute to a loss.

(4) The coverage provided by this policy shall not be reduced or canceled without 30 days written notice to the County of Solano.

D. This Contract shall be of no force or effect until Contractor provides proof of appropriate insurance to Risk Management and the department's Contract Manager.

5. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

6. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

7. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

8. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

9. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained