



# REPORT TO COUNCIL

## City of Sacramento

23

915 I Street, Sacramento, CA 95814-2604  
www.CityofSacramento.org

Consent  
November 30, 2010

Honorable Mayor and  
Members of the City Council

**Title: Purchase/Cooperative Agreements: Aggregate and Asphaltic Concrete Materials**

**Location/Council District:** Citywide

**Recommendation:** Adopt a **Resolution:** 1) approving the use of Cooperative Purchasing Agreement (WA00026801) between the County of Sacramento and Teichert Aggregates for the purchase of asphaltic concrete and aggregate materials in an annual not-to-exceed amount of \$2.5 million, and 2) approving the use of a Cooperative Purchasing Agreement (WA00026802) between the County of Sacramento and Granite Construction Company for the use of asphaltic concrete and aggregate materials in an annual not-to-exceed amount of \$2.0 million.

**Contact:** Juan Montanez, Street Services Manager, 808-2254, and Ramon Gibbons, Operations General Supervisor, 808-5871

**Presenters:** None

**Department:** Transportation

**Division:** Street Services

**Organization No:** 15001631

### **Description/Analysis**

**Issue:** The City of Sacramento, Department of Transportation, Street Services Division has an ongoing requirement for asphalt and aggregate materials. In accordance with City Code 3.56.240, the City Manager may, by the use of Cooperative Purchasing Agreements approved by the City Council, purchase asphaltic concrete and aggregate materials through contracts of other governmental jurisdictions or public agencies without separate competitive bidding, where it is advantageous to the City.

**Policy Considerations:** The recommendations in this report are in accordance with the provisions of City Code Section 3.56.240, which upon approval of the City Council allows for the use of legal contracts of other governmental jurisdictions or public

agencies without separate competitive bidding by the City.

In accordance with Sacramento City Council Resolution No. 2010-346, Both Teichert Aggregates and Granite Construction are headquartered in the state of California. The proposed contract award is consistent with Resolution 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** This project has been determined to be exempt from the requirements of the California Environmental Quality Act (CEQA), under Section 15061(b)(3) of the CEQA guidelines, which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The current proposal involves the purchase of asphalt and aggregate materials.

**Sustainability Considerations:** The aggregate and asphaltic concrete materials purchased through the cooperative use of the County purchase agreements will be used to maintain the safety and efficiency of the City's transportation corridors, optimizing and improving the Transportation Infrastructure. Aggregate materials are also necessary to maintain Street Service's ability to respond to catastrophic flooding, supporting the City's long-term plan to achieve 200 year flood protection for the greater Sacramento area. Whenever practical, Staff intends to purchase locally recycled aggregate materials available through the County purchase agreements to help reduce the over-consumption of natural resources.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** The City of Sacramento, Department of Transportation, Street Services Division has ongoing requirements for asphaltic concrete and aggregate materials. To ensure the safety of citizens and others who depend upon the City's transportation corridors, it is imperative that the City does not allow the maintenance and repair of those corridors to decline. Uninterrupted access to asphaltic concrete and aggregate materials is essential to the City's maintenance and repair activities. Due to the heavy demand for asphaltic concrete materials during the peak maintenance season, it is necessary to purchase from two vendors.

On September 29, 2010, the County solicited competitive bids for asphalt and aggregates. On November 1, the County awarded contracts to the two overall lowest responsive and responsible bidders, Granite Construction, contract WA00026802, and Teichert Aggregates, contract WA00026801.

Based on the foregoing, staff recommends that the City Manager, or his designee, be authorized to use these cooperative agreements for the purchase of asphaltic concrete and aggregate materials through September 5, 2011, or until such time as

the County contracts are no longer available for use. The County has the option to extend the contracts for up to two additional years.

**Financial Considerations:** Streets Services Division anticipates that in an annual not-to-exceed amount of \$2.5 million with Teichert Aggregates and \$2.0 million with Granite Construction will be sufficient for all anticipated and unanticipated work, as well as fluctuations in asphalt prices resulting from escalating market conditions. The costs of the materials are borne by Capital Improvement Projects (CIP's) and the Street Services operating budget; no additional funding is requested with this action.

**Emerging Small Business Development (ESBD):** Due to the volume of asphalt and aggregate materials necessary for the maintenance of the City's roadways and rapidly escalating market conditions, this acquisition does not lend itself to small and emerging small businesses.

Respectfully Submitted by: Juan Montanez  
Juan Montanez  
Street Services Manager

Approved by: Jerry Way  
Jerry Way  
Director of Transportation

Recommendation Approved:

Cassandra H.B. Jimenez  
Gus Vina  
Interim City Manager

APPROVED AS TO FORM:  
Eric M. Hicks  
CITY ATTORNEY

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**Attachment 1****BACKGROUND**

The purchase of asphaltic concrete and aggregate materials is managed by the City's Procurement Services as a City-wide purchase, for use by multiple departments. Over the past several years, the City has used two approaches to purchase the materials, competitive bidding and cooperative purchasing with Sacramento County. Both methods have yielded similar results.

Last year, the City solicited competitive bids for asphaltic concrete and aggregates at the same time the County completed their bid process, the specifications for the City and County bid opportunities were virtually identical. The City only received one response, which was identical to the one of the bids obtained by the County through their bid process. The County received two bids for asphaltic concrete and aggregate materials: Teichert Aggregates and Granite Construction. A third bid was received to provide aggregates, only. With Council's approval, the City cooperatively purchased from both Teichert and Granite.

This year, again, the County solicited competitive bids for asphalt concrete and aggregates. Three vendors were selected to provide asphaltic concrete products and four vendors for aggregates. Granite Construction and Teichert Aggregates are the two overall lowest responsive and responsible bidders. The County has awarded contracts through September 5, 2011, with the option to extend the contracts for up to two additional years.

There is no cost or fee to the City of Sacramento for the use of the County of Sacramento's Cooperative Purchasing Agreements. Staff and Procurement Services have determined that the prices and terms of the County of Sacramento purchase agreements are below or meet market rates.



**RESOLUTION NO.**

Adopted by the Sacramento City Council

**PURCHASE/COOPERATIVE AGREEMENTS: AGGREGATE  
AND ASPHALTIC CONCRETE MATERIALS**

**BACKGROUND**

- A. The City of Sacramento, Department of Transportation, Street Services Division has an ongoing requirement for asphaltic concrete and aggregate materials. Through the use of Cooperative Purchasing Agreements between the County of Sacramento and Teichert Aggregates (WA00026801) and Granite Construction Company (WA00026802) the City has the opportunity to obtain lower pricing for asphalt and aggregate materials through volume purchasing.
- B. Staff recommends that City Council approve the use of County of Sacramento Cooperative Purchasing Agreement WA00026801 with Teichert Aggregates in an annual not-to-exceed amount of \$2.5 million through September 5, 2011, or until such time as the County contract is no longer available.; and Cooperative Purchasing Agreement WA00026802 with Granite Construction Company in an annual not to exceed amount of \$2.0 million through September 5, 2011, or until such time as the County contract is no longer available for use. This recommendation complies with City Code 3.56.240, which allows for the use of Cooperative Contracts through other government jurisdictions or public agencies without separate competitive bidding.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL  
RESOLVES AS FOLLOWS:**

- Section 1. The use of Cooperative Purchasing Agreement WA00026801 between the County of Sacramento and Teichert Aggregates for the purchase of asphaltic concrete and aggregate materials is approved for in an annual not-to-exceed amount of \$2.5 million.
- Section 2. The use of a Cooperative Purchasing Agreement WA00026802 between the County of Sacramento and Granite Construction Company for the use of asphaltic concrete and aggregate materials is approved for in an annual not-to-exceed amount of \$2.0 million.



County of Sacramento  
Open Item Contract

Contract and Purchasing  
Services Division  
9560 Ecology Ln.  
Sacramento, CA 95827  
(916) 876-6360

Your Vendor number with us  
610337

GRANITE CONSTRUCTION CO  
SACRAMENTO BRANCH  
PO BOX 15287  
SACRAMENTO CA 95851

Vendors Contact Person: DALE EVANS  
Vendors Phone Number: 916-855-4459

<b>Open Item Contract WA00026802 / 09/29/2010</b>	
This number must appear on all correspondence to the Purchasing Division.	
Contract number/date WA00026802 / 09/29/2010	
Issuing Officer/Telephone Samoville, Cliff/916 876-6377	
Signature: <i>CJA</i>	GRANITE CONSTRUCTION COMPANY
OCT 04 2010 Sacramento Area RECEIVED	

Contract Period  
Valid from: 10/01/2010  
Valid to: 09/30/2011

No Delivery Required  
Payment Terms: Due in 30 Days  
Contractual maximum value: 500,000.00

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

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

Aggregates & Asphalt  
Aggregates, Asphalt, Topsoil, Sand

This Contract covers the County's requirements for aggregates, asphaltic concrete, ready-mix and related materials per the provision, terms and conditions set forth in Request for Bid #7660.

Contract Term: The initial term shall be for one year. In order to promote efficiency and economy, the County reserves the right to extend

the contract(s) awarded two (2) additional terms. Such extension(s) will be at the County's discretion, subject to established terms, conditions, prices, and agreement between the Contractor and the County.

Prices: The County shall receive prices equal to or better than the those given to Caltrans or offeror's most favored customers. Except for asphaltic products, prices quoted for the initial term shall be "firm" for the entire period. Price increases on any subsequent extension may not exceed the price increase to Caltrans or offer's most favored customers. For verification purposes, the County shall receive a copy of letters to Caltrans and to the offer's most favored customers, indicating the price increase and effective date. Conversely, shall there be a general decline in prices, such lower prices shall immediately be extended to the County.

Prices for asphaltic products shall be adjusted up or down according to the Statewide Paving Index on a prorated percent of asphalt content. The base month will be August, 2010. The index can be found on the Caltrans web site [http:// www.dot.ca.gov/hq/construc/crudeoilindex/](http://www.dot.ca.gov/hq/construc/crudeoilindex/)

Prices quoted shall be at the seller's plant loaded in trucks provided by Sacramento County (except ready-mix concrete which shall be delivered to job site by the seller).

The County of Sacramento shall not be bound to purchase minimum quantities of any material.

Tax: Prices quoted by the seller shall not include any sales or use taxes. Furthermore, prices quoted shall be exclusive of federal excise tax. The County will provide a federal excise tax exemption certificate upon request.

Materials: All materials furnished shall be in accordance with the County of Sacramento, Public Works Agency, Standard Construction Specifications January 1, 2010. Providing materials not in compliance may result in immediate cancellation of contract.

All materials are subject to inspection and approval by the County Engineer. He or his authorized representatives shall have access at all times to the material stocks from which the County is supplied, and shall be furnished with every reasonable facility and assistance for ascertaining that the materials are in accordance with the requirements and intent of the specifications. The inspection of the materials does not relieve the seller of any obligation to furnish materials in accordance with the aforementioned standard construction specifications.

The seller shall immediately remove any rejected or condemned material brought to the work site or incorporated in the work, at his or her own expense. Rejected or condemned materials shall never again be offered to the County. Additionally, as a remedy, the County may deduct and retain the cost to replace the work from any sums due or to become due to the seller.

Ordering Procedure:

The using department shall direct trucks to the plant where the County realizes the lowest overall total price per job, as follows:

- (1) Consider the total cost of materials: Sum of [quantity times the cost per ton for each product];
- (2) Consider the total cost for delivery: [Hauler's hourly rate times the time (hours:minutes) it takes the hauler to reach the job site from the seller's plant times] times [the number of trips required after factoring in tonnage capacity of trucks]; and
- (3) Add the total cost of materials with the total cost for delivery to determine overall price from the seller.
- (4) Repeat above steps 1-3 with other sellers stocking the materials required and who are located within close proximity of the job until a comparison can be made as to which seller offers the lowest overall total price.

Exceptions: The lowest overall total price may be rejected in favor of the next lowest overall total price when one or more of the following conditions occur:

- (1) Material does not meet specifications;
- (2) Material is needed right away and the seller does not have an adequate supply on hand; and
- (3) Seller's plant does not have sufficient equipment to load the trucks on a timely basis, for the quantities required.

Restrictions:

Orders for asphaltic concrete shall not exceed 3,000 tons for any single county construction project.

No single purchase of any one item shall exceed \$6,500 without the prior approval from County Purchasing.

Packing Slip: Each delivery must be accompanied with a legible packing slip, showing quantities, item descriptions, contract number and contract shipping order number (CSO.#).

Weighmaster's Tag: A copy of the weighmaster's tag shall accompany invoices to verify the material charges. Weighmaster's tag shall indicate the "ship to" address (entity placing the order).

Safety Requirement: All services and merchandise must comply with current safety orders of the California Department of Industrial Relations and CAL/O.S.H.A. (California/Occupational Safety and Health Administration).

Hazardous Materials: All materials subject to the requirements of the

California Code of Regulations, Title 8, Article 110, Sections 5194 must be identified.

Material Safety Data Sheet: It is required by law that all hazardous materials be accompanied with a "material safety data sheet" (MSDS) at time of delivery.

Changes: Should the County at any time during the term of the contract, request any additions, deletions or corrections, it shall be at liberty to do so, and the same shall in no way affect or make void this agreement, but will be added to or deducted from, as the case may be, by a fair and reasonable valuation.

Estimated Quantities: The quantities listed are estimates for the year. The County does not guarantee to purchase a minimum quantity.

Unrestricted Quantities: The County is not limited to purchase all of its requirements from any contract resulting from this RFB/award.

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

Non-assignment: Contractor shall neither assign nor subcontract any of the services required hereunder without prior approval from the County. It shall be agreed that any subcontracting shall be solely between the Contractor and the subcontractor. Contractor shall remain responsible for the performance on the contract, and the party dealing directly with the County.

Integration Clause: This contract constitutes the entire contract between the County and the contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between the County and the contractor regarding the subject matter of this contract are hereby terminated effective immediately upon full execution of this contract. No modification or amendment to this contract shall be valid unless it is set forth in writing and is signed by the parties hereto.

Compliance with all Laws: Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed with the state of California and construed with and governed by the laws of the state of California.

Invoicing: For payment purposes, the vendor shall obtain a "contract shipping order number (CSO#) from the county customer for each separate order/ invoicing. These are individually numbered for control purposes, and each separate order/invoicing will require an unique CSO# to be

issued to the vendor by the county customer.

Prepare invoices in duplicate. Include both the CSO# and Contract#. Send the original and duplicate copies of invoices to the ordering department's "bill to" address.

Invoices are to be rendered in arrears.

Each invoice shall be accompanied by one copy of each weighmaster's tag represented by charges on the invoice. Each tag shall indicate the destination of the material

Termination:

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

B. County may terminate any resulting agreement for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (a) above.

C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

D. If any resulting agreement is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

E. Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

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

Item	Tgt. qty.	Unit	Price	Unit of	Extended
Mat Num		Description	/ Unit	Measure	Value
00010	500,000	Dollar Agg. & Asphalt Materials-Price Attached	1.00	/ 1 \$	500,000.00

RFB-7660 AGGREGATE, ASPHALT, CONCRETE SUMMARY

Item Unit Description	Granite Construction Elkhorn Plant	Granite Construction Bradshaw Plant	Vulcan Materials	Tichert Aggregates Sacramento	Triangle Rock 11801 Florin Rd Sacramento	George Road	
	916.855.4400	916.855.4400	916.773.3968	916.768.8847	916.947.3895	209.202.8024	
9/23/2010							
GROUP I - CONCRETE AGGREGATES							
1 TN 1-1/2" x 1"							
2 TN 1-1/2" x 3/4"		\$14.25		\$13.00	\$13.00	\$11.50	Clements
3 TN 1" x #4		\$13.75		\$12.50	\$13.00	\$12.00	Clements
4 TN SAND		\$13.00	\$18.75	\$11.75	\$14.00	\$12.00	Clements
5 TN GRAVEL, PEA 3/8" x #4		\$13.50		\$12.00	\$14.00	\$12.00	Clements
6 TN CONCRETE MIX 1" MINUS		\$14.00		\$14.00	\$13.50	\$13.00	Clements
GROUP II - CRUSHED ROCK							
7 TN 1-1/2" x 3/4"		\$15.00		\$14.00		\$10.00	Jackson Valley Quarry
8 TN 1-1/2" x 1/2"				\$14.00			
9 TN 1/2" x 3/8"		\$13.50		\$12.25		\$12.00	JVQ
10 TN 1/2" x 1/4"			\$18.00				
11 TN 1/4" x DUST		\$13.75	\$18.00	\$13.50	\$13.50	\$14.00	JVQ
12 TN 3/4" x 1/2"		\$13.50		\$12.25		\$10.00	JVQ
13 TN 3/8" MASHED		\$13.50		\$13.75	\$13.75		
14 TN 1/2" MASHED		\$13.50		\$12.25	\$13.00		
15 TN 3/4" MASHED		\$13.50		\$12.25	\$12.50		
GROUP III SCREENINGS							
16 TN 3/8" x #6		\$17.75		\$12 Cool	\$14.75 Perkins	\$12.00	JVQ
17 TN 1/4" x #10				\$14 Cool		\$14.75	JVQ
18 TN 5/16" x #8		\$17.75		\$12 Cool	\$14.75 Perkins		
19 TN 3/4" x #4 CRUSHED ROCK		\$14.00	\$18.00				
GROUP IV - OTHER CLEAN MATERIAL							
20 TN COBBLES 4" x RANDOM		\$25.00		\$15.00		\$28.75	Clements
21 TN COBBLES 4" x 12"				\$13.75	Hallwood		
GROUP V - AGGREGATE SUB-BASE							
22 TN 2-1/2"							
GROUP VI - AGGREGATES BASE CLASS I AB (100% crushed)							
23 TN 1-1/2"							
24 TN 1"							
25 TN 3/4"				\$13.50	Cool Plant		
CLASS II							
26 TN 1-1/2"		\$12.75		\$13.00	Perkins		
27 TN 1"							
28 TN 3/4"	\$10.00	\$10.00	\$10.50	\$11.00		\$10.90	\$10.00 JVQ
GROUP VII - OTHER DIRTY MATERIAL							
29 TN PIT.RUN				\$6.00			
30 TN FILL SAND	\$18.50	\$9.00		\$10.25	\$11.00		
31 TN FILL DIRT				\$4.00			
GROUP VIII - ASPHALTIC CONCRETE MC CUTBACK AND SC OIL MIX (MC & SC-70,250,800,3000)							
32 TN 3/4" MAXIMUM SIZE							
33 TN 1/2" MAXIMUM SIZE							
34 TN 3/8" MAXIMUM SIZE	\$67.00	\$67.00	\$75.00	\$57.75		\$58.00	Clements
35 TN 1/4" MAXIMUM SIZE							
ASPHALT-CONCRETE MIX AR-4000			PG64-10	PG64-10 or 16			
36 TN 3/4" MAXIMUM SIZE	\$47.50	\$43.50	\$54.00	\$45.75		\$48.50	Clements
37 TN 1/2" MAXIMUM SIZE	\$49.00	\$45.00	\$54.00	\$47.75		\$49.00	Clements
38 TN 3/8" MAXIMUM SIZE	\$51.50	\$47.50	\$56.00	\$50.75		\$49.50	Clements
39 TN 1/4" MAXIMUM SIZE			\$56.50				
40 TN BERM MIX, 3/8"	\$57.00	\$53.00	\$58.00	\$53.00		\$51.50	Clements
41 TN TOPEKA MIX			\$58.00	\$51.75			
42 TN COMMERCIAL MIX	\$49.00	\$45.00	\$55.00	\$52.00			
43 TN RIP RAP 6" X 18"				\$16.00		\$13.50	JVQ
44 TN RIP RAP 1/4 TON SIZE				\$20.00		\$13.50	JVQ
45 TN Hydro Patch	\$100.00	\$100.00		\$116.00			
GROUP IX - CONCRETE, READY-MIX - 5SK							
46 CU 1-1/2" AGGREGATE							
47 CU 1" AGGREGATE							
48 BG PLUS OR MINUS CEMENT							
49 BG HI-EARLY CEMENT							
50 CU HOT WATER							
51 LB LAMPBLACK							
52 CU CALCIUM CHLORIDE 2% (adder)							
53 LD MINIMUM LOAD CHARGE							
54 MT STANDING TIME							
55 HR OVERTIME CHARGE							

BG = BAG; CU = CUBIC YARD; HR = HOUR; LB = POUND; LD = LOAD; MT = MINUTE; TN = TON



County of

Sacramento

Department of General Services

Contract & Purchasing Services

## CURRENT REQUESTS FOR BID/PROPOSAL/QUOTATION

### PLEASE NOTE THE FOLLOWING:

If you download a bid/proposal/quote from this site, you must notify the County of Sacramento Contract and Purchasing Services Division that you plan to bid on or make an offer on the subject goods/project. **To notify the Contract and Purchasing Services Division of your intention to bid, please use the link provided next to the description of the bid on the website.** Failure to notify us may result in your not being notified of any addenda or changes and may subsequently disqualify you from the bid or proposal process.

Bid responses must be received and logged in at the Contract and Purchasing Services Division office by 3:00 p.m. on the stated due date, (unless otherwise instructed in the bid document).

For more information on current bids or quotations, please call or visit the Contract and Purchasing Services Division office, Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m. You may also review the results of previous bids at the Contract and Purchasing Services Division office, Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m.

Internal Services Agency  
Department of General Services  
Contract & Purchasing Services  
Craig A. Rader, CPPO, CPPB  
Purchasing Agent



## County of Sacramento

Steven C. Szalay,  
Interim County Executive  
Mark Norris,  
Agency Administrator  
Michael Morse,  
Department Director

### RFB7660 BIDDER RESPONSE CHECKLIST

Return of this checklist is not required

Did you remember to .....

- Sign the cover sheet?
- Provide an original signed response?
- Provide detailed responses to all requested information?
- Review all Terms and Conditions?
- Provide all pricing information as requested and formatted in the request?
- Complete and sign the Contractor Certification of Compliance?
- Complete the Qualifications Summary?
- Provide Micro or Small Business certification as applicable?
- Cite any exceptions to the bid if applicable?
- Provide responses to the required Questions?

For a list of mandatory items necessary for your submittal to be deemed responsive, please refer to page 5.

If you have any questions or comments, please feel free to contact the Contract and Purchasing Services Division at (916) 876-6360, or contact the Contract Services Officer listed on the cover page of the bid.

**REQUEST FOR BID - THIS IS NOT AN ORDER**



**COUNTY OF SACRAMENTO  
DEPARTMENT OF GENERAL SERVICES  
CONTRACT AND PURCHASING SERVICES DIVISION**

9660 Ecology Lane  
Sacramento, CA 95827  
(916) 876-6360

[http://www.saccountyids.com/Current\\_Bids.htm](http://www.saccountyids.com/Current_Bids.htm)

**REQUEST FOR BID NUMBER: 7660 ISSUE DATE: September 2, 2010**

**DESCRIPTION OF REQUESTED GOODS OR SERVICES: AGGREGATE & ASPHALT**

Return signed original response in a sealed envelope, clearly marked on outside with bid number, to: Contract & Purchasing Services Division, 9660 Ecology Lane, Sacramento, CA 95827. **BIDS MUST BE SIGNED WITH ORIGINAL INK SIGNATURE, RECEIVED AND TIME-STAMPED PRIOR TO THE DATE AND TIME INDICATED BELOW.**

**BIDS WILL NOT BE ACCEPTED AFTER 3:00 P.M. ON: Thursday, September 23, 2010**

**Bid responses will be considered valid for a period of 120 calendar days after bid closing date above.**

For additional information, contact:

Cliff Samoville, Senior Contract Services Officer, [samovillec@saccounty.net](mailto:samovillec@saccounty.net), 916-876-6377  
*DO NOT CONTACT THE DEPARTMENT.*

COUNTY DELIVERY ADDRESS FOR GOODS OR SERVICES RESULTING FROM THIS REQUEST:  
Will Call

***FAILURE TO SIGN THIS PAGE WILL DISQUALIFY YOUR RESPONSE***

The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the General Conditions of this Request:

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Bidder Contact: \_\_\_\_\_

Invoice Payment Terms: \_\_\_\_\_

**AUTHORIZED SIGNATURE & DATE:** \_\_\_\_\_

**Bidder acknowledges receipt of RFB Addendum(s) \_\_\_\_ through \_\_\_\_.**

**ALL SPECIFICATIONS, TERMS AND CONDITIONS OF THIS REQUEST WILL APPLY TO ANY RESULTING ORDER.**

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## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**AGGREGATE & ASPHALT, RFB #7660**  
**BIDDER'S INSTRUCTIONS**

**General Format:** Respond to all requests for information and completion of forms contained in this document. You may use additional sheets as necessary. A qualifying response must address all items. Brochures and advertisements will not be considered a complete reply to requests for information and will not be accepted as such. Bidder is solely responsible for accuracy and completeness of bid response. Responses considered incomplete may be rejected.

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

**Preparation of Response:**

- A. All information requested of the bidder must be entered in the appropriate spaces on the form. Failure to do so may disqualify your offer.
- B. If bidder is completing bid documents electronically, all inserted responses must be emphasized in alternate font size, color, emphasis or other method, so that evaluator may immediately distinguish such inserted responses.
- C. All County procurement documents are manually scanned and stored electronically in an internal database. Therefore, please do **NOT** submit bids that are permanently bound, such as comb, press, spiral notebook or perfect type binding. Responses submitted with such binding may be rejected. Removable types of binding, such as multi-ring binder style, are preferred.
- D. All responses must be signed by an authorized officer or employee of the responder.
- E. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.
- F. Submit responses in a sealed envelope with the RFB number, closing date, and time shown.
- G. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your response. Corrections must be initiated in ink by the person signing the response.
- H. Corrections and/or modifications received after the specified closing time will not be accepted.
- I. Time of delivery must be stated as the number of calendar days following receipt of the order by the bidder to receipt of the goods or services by the County.
- J. Time of delivery may be a consideration in the award.
- K. Prices will be considered as net if no cash discount is shown.
- L. If any information contained in the response is considered confidential or proprietary by bidder, it must be clearly labeled as such and presented in a sealed envelope within the bidder's response package.

**AGGREGATE & ASPHAT, RFB #7660**

M. Required Submittals: At a minimum, bidder's response must include all of the mandatory items listed below. Failure to include mandatory items and required information will result in bidder's response being deemed non-responsive.

1. Order Of Submittals: In order to facilitate the comparison of bids, your response to this request must be organized and submitted in the order presented in this request.
2. Mandatory Items:
  - a) Entire bid package, including Cover Sheet (page 1) with original ink signature.
  - b) Contractor Certification Of Compliance form (Appendix C) must be completed, signed and submitted as part of the bid response.
  - c) Proof of certification as a State certified micro-business enterprise, if bidder is requesting an economic price preference under the Procurement Opportunities Program.
  - d) Completed and signed Local Vendor Affidavit, , if bidder is requesting an economic price preference under the Procurement Opportunities Program.

## BASIS OF AWARD

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

RFB Opening: On the date and time and at the location specified on the Cover Sheet, all responses will be opened in public, and the pricing information will be read aloud. The responses will then be sealed and not available again for public inspection until the award is announced.

This bid award will be determined by lowest price to meet specifications.

The County of Sacramento intends to award multiple contracts from this RFB. Contracts will be issued on the basis of best material prices, unless the general proximity of the bidder's location in relationship to the job sites may entail delivery/waiting constraints that may offset the advantage of low bid. The decision as to which contracts to order from will depend on the availability and quality of materials, price, location of jobs, time restraints, etc. from the County customers' standpoint.

## SMALL/LOCAL PRICING PREFERENCE

In accordance with the County of Sacramento's Procurement Opportunities Program Policy, originally adopted by the County Board Of Supervisors under Resolution 2002-0670 (revised under Resolution 2009-0681), certain businesses may be eligible for up to a 5% price preference in the evaluation of this request. See Appendix B of this request for more information. The complete text of this policy can be found at: [http://www.saccounty bids.net/pdf/pop\\_faqs.pdf](http://www.saccounty bids.net/pdf/pop_faqs.pdf)

## FINAL ACCEPTANCE

### Equipment/Supplies

The County of Sacramento will agree to final acceptance only after the supplied equipment, product or service is tested and is found to perform within acceptable standards of operation, is in compliance with all published and implied performance standards, and is considered by the County to be ready for practical application.

## BIDDER EXCEPTIONS

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

**BIDDER NAME:** \_\_\_\_\_

_____ Section Title _____	_____ Specific Exception _____
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**AGGREGATE & ASPHAT, RFB #7660**

**PRICING**

BG = BAG; CU = CUBIC YARD; HR = HOUR; LB = POUND; LD = LOAD; MT = MINUTE; TN = TON

**GROUP I - CONCRETE AGGREGATES**

<b>Item</b>	<b>Quantity/ Unit</b>	<b>Description</b>	<b>Unit Price</b>
1	TN	1-1/2" x 1"	
2	TN	1-1/2" x 3/4"	
3	TN	1" x #4	
4	TN	SAND	
5	TN	GRAVEL, PEA 3/8" x #4	
6	TN	CONCRETE MIX 1" MINUS	

**GROUP II - CRUSHED ROCK**

<b>Item</b>	<b>Quantity/ Unit</b>	<b>Description</b>	<b>Unit Price</b>
7	TN	1-1/2" x 3/4"	
8	TN	1-1/2" x 1/2"	
9	TN	1/2" x 3/8"	
10	TN	1/2" x 1/4"	
11	TN	1/4" x DUST	
12	TN	3/4" x 1/2"	
13	TN	3/8" MASHED	
14	TN	1/2" MASHED	
15	TN	3/4" MASHED	

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**GROUP III - SCREENINGS**

Item	Quantity/ Unit	Description	Unit Price
16	TN	3/8" x #6	
17	TN	1/4" x #10	
18	TN	5/16" x #8	
19	TN	3/4" x #4 CRUSHED ROCK	

**GROUP IV - OTHER CLEAN MATERIAL**

Item	Quantity/ Unit	Description	Unit Price
20	TN	COBBLES 4" x RANDOM	
21	TN	COBBLES 4" x 12"	

**GROUP V - AGGREGATE SUB-BASE**

Item	Quantity/ Unit	Description	Unit Price
22	TN	2-1/2"	

**GROUP VI - AGGREGATES BASE**

Item	Quantity/ Unit	Description	Unit Price
		CLASS I AB (100% crushed)	
23	TN	1-1/2"	
24	TN	1"	
25	TN	3/4"	
		CLASS II	
26	TN	1-1/2"	
27	TN	1"	
28	TN	3/4"	

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**GROUP VII - OTHER DIRTY MATERIAL**

Item	Quantity /Unit	Description	Unit Price
29	TN	PIT RUN	
30	TN	FILL SAND	
31	TN	FILL DIRT	

**GROUP VIII - ASPHALTIC CONCRETE**

Item	Quantity /Unit	Description	Unit Price
<b>MC CUTBACK AND SC OIL MIX (MC AND SC-70, 250, 800, 3000)</b>			
32	TN	3/4" MAXIMUM SIZE	
33	TN	1/2" MAXIMUM SIZE	
34	TN	3/8" MAXIMUM SIZE	
35	TN	1/4" MAXIMUM SIZE	
<b>ASPHALT-CONCRETE MIX AR-4000</b>			
36	TN	3/4" MAXIMUM SIZE	
37	TN	1/2" MAXIMUM SIZE	
38	TN	3/8" MAXIMUM SIZE	
39	TN	1/4" MAXIMUM SIZE	
40	TN	BERM MIX, 3/8"	
41	TN	TOPEKA MIX	
42	TN	COMMERCIAL MIX	
43	TN	RIP RAP 6" X 18" (FRACTURED QUARRY STONE)	
44	TN	RIP RAP 1/4 TON SIZE (FRACTURED QUARRY STONE)	

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**GROUP IX - CONCRETE, READY-MIX - 5SK**

<b>Item</b>	<b>Quantity/ Unit</b>	<b>Description</b>	<b>Unit Price</b>
45	TN	HYDRO PATCH; ALL SEASON PATCHING MATERIALS	
46	CU	1-1/2" AGGREGATE	
47	CU	1" AGGREGATE	
48	BG	PLUS OR MINUS CEMENT (94 lb. BAG)	
49	BG	HI-EARLY CEMENT (94 lb. BAG)	
50	CU	HOT WATER	
51	LB	LAMPBLACK	
52	CU	CALCIUM CHLORIDE 2% (add to price/sack of standard cement)	
53	LD	MINIMUM LOAD CHARGE	
54	MT	STANDING TIME	
55	HR	OVERTIME CHARGE	

## SPECIFICATIONS

### Aggregates, Asphaltic Concrete, Ready-mix and Related Materials

This Request for Bid (RFB) covers the County's requirements for aggregates, asphaltic concrete, ready-mix and related materials.

The County of Sacramento intends to award multiple contracts from this RFB. Contracts will be issued on the basis of best material prices, unless the general proximity of the bidder's location in relationship to the job sites may entail delivery/waiting constraints that may offset the advantage of low bid. The decision as to which contracts to order from will depend on the availability and quality of materials, price, location of jobs, time restraints, etc. from the County customers' standpoint.

**Recycling:** The County of Sacramento in recognition of concerns for the depletion of natural resources, dwindling landfill space and the ecological effect of wastes in the environment, encourages the use of recycled, recyclable and reusable products and materials. Hence, preference will be given for product(s) that contain recycled material or have the potential of being recycled, if the availability, fitness, quality, and purpose of the recycled product(s) is otherwise equal to or better than virgin products at a reasonably competitive price.

### RECYCLED PRODUCT CERTIFICATION

(To be completed by bidders who are proposing recycled products)

Description/Specification Number	Percent Recycled	
	Post Consumer *	Secondary*
_____	_____%	_____%
_____	_____%	_____%
_____	_____%	_____%
_____	_____%	_____%

\*Post Consumer material has completed its life cycle as a consumer item and would have been disposed of as solid waste. Secondary material is a byproduct of a manufacturing process that did not get to the consumer before being recycled.

### Terms & Conditions of Resultant Contracts

**Contract Term:** The initial term shall be for one year. In order to promote efficiency and economy, the County reserves the right to extend the contract(s) awarded two (2) additional terms. Such extension(s) will be at the County's discretion, subject to established terms, conditions, prices, and agreement between the Contractor and the County.

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Prices: The County shall receive prices equal to or better than the those given to Caltrans or offeror's most favored customers. Except for asphaltic products, prices quoted for the initial term shall be "firm" for the entire period. Price increases on any subsequent extension may not exceed the price increase to Caltrans or offer's most favored customers. For verification purposes, the County shall receive a copy of letters to Caltrans and to the offer's most favored customers, indicating the price increase and effective date. Conversely, shall there be a general decline in prices, such lower prices shall immediately be extended to the County.

Prices for asphaltic products shall be adjusted up or down according to the Statewide Paving Index on a prorated percent of asphalt content. The base month will be August, 2010. The index can be found on the Caltrans web site [http:// www.dot.ca.gov/hq/construc/crudeoilindex/](http://www.dot.ca.gov/hq/construc/crudeoilindex/)

Prices quoted shall be at the seller's plant loaded in trucks provided by Sacramento County (except ready-mix concrete which shall be delivered to job site by the seller).

The County of Sacramento shall not be bound to purchase minimum quantities of any material.

Tax: Prices quoted by the seller shall not include any sales or use taxes. Furthermore, prices quoted shall be exclusive of federal excise tax. The County will provide a federal excise tax exemption certificate upon request.

Materials: All materials furnished shall be in accordance with the County of Sacramento, Public Works Agency, Standard Construction Specifications January 1, 2008. Providing materials not in compliance may result in immediate cancellation of contract.

All materials are subject to inspection and approval by the County Engineer. He or his authorized representatives shall have access at all times to the material stocks from which the County is supplied, and shall be furnished with every reasonable facility and assistance for ascertaining that the materials are in accordance with the requirements and intent of the specifications. The inspection of the materials does not relieve the seller of any obligation to furnish materials in accordance with the aforementioned standard construction specifications.

The seller shall immediately remove any rejected or condemned material brought to the work site or incorporated in the work, at his or her own expense. Rejected or condemned materials shall never again be offered to the County. Additionally, as a remedy, the County may deduct and retain the cost to replace the work from any sums due or to become due to the seller.

### Ordering Procedure:

The using department shall direct trucks to the plant where the County realizes the lowest overall total price per job, as follows:

- (1) Consider the total cost of materials: Sum of [quantity times the cost per ton for each product];
- (2) Consider the total cost for delivery: [Hauler's hourly rate times the time (hours:minutes) it takes the hauler to reach the job site from the seller's plant times] times [the number of trips required after factoring in tonnage capacity of trucks]; and
- (3) Add the total cost of materials with the total cost for delivery to determine overall price from the seller.

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- (4) Repeat above steps 1-3 with other sellers stocking the materials required and who are located within close proximity of the job until a comparison can be made as to which seller offers the lowest overall total price.

Exceptions: The lowest overall total price may be rejected in favor of the next lowest overall total price when one or more of the following conditions occur:

- (1) Material does not meet specifications;
- (2) Material is needed right away and the seller does not have an adequate supply on hand; and
- (3) Seller's plant does not have sufficient equipment to load the trucks on a timely basis, for the quantities required.

Restrictions:

Orders for asphaltic concrete shall not exceed 3,000 tons for any single county construction project.

No single purchase of any one item shall exceed \$6,500 without the prior approval from County Purchasing.

Packing Slip: Each delivery must be accompanied with a legible packing slip, showing quantities, item descriptions, contract number and contract shipping order number (CSO.#).

Weighmaster's Tag: A copy of the weighmaster's tag shall accompany invoices to verify the material charges. Weighmaster's tag shall indicate the "ship to" address (entity placing the order).

Safety Requirement: All services and merchandise must comply with current safety orders of the California Department of Industrial Relations and CAL/O.S.H.A. (California/Occupational Safety and Health Administration).

Hazardous Materials: All materials subject to the requirements of the California Code of Regulations, Title 8, Article 110, Sections 5194 must be identified.

Material Safety Data Sheet: It is required by law that all hazardous materials be accompanied with a "material safety data sheet" (MSDS) at time of delivery.

Changes: Should the County at any time during the term of the contract, request any additions, deletions or corrections, it shall be at liberty to do so, and the same shall in no way affect or make void this agreement, but will be added to or deducted from, as the case may be, by a fair and reasonable valuation.

Estimated Quantities: The quantities listed are estimates for the year. The County does not guarantee to purchase a minimum quantity.

Unrestricted Quantities: The County is not limited to purchase all of its requirements from any contract resulting from this RFB/award.

Indemnification: The Contractor shall indemnify, defend and hold harmless County, its officers, agents, employees, and representatives, from and against any and all claims, losses, liabilities, or damages, demands and action including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of

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the contractor, its officers, agents, employees, representatives, or anyone directly or indirectly acting on behalf of the contractor, regardless of whether caused in part by a party indemnified hereunder.

**Non-assignment:** Contractor shall neither assign nor subcontract any of the services required hereunder without prior approval from the County. It shall be agreed that any subcontracting shall be solely between the Contractor and the subcontractor. Contractor shall remain responsible for the performance on the contract, and the party dealing directly with the County.

**Integration Clause:** This contract constitutes the entire contract between the County and the contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between the County and the contractor regarding the subject matter of this contract are hereby terminated effective immediately upon full execution of this contract. No modification or amendment to this contract shall be valid unless it is set forth in writing and is signed by the parties hereto.

**Compliance with all Laws:** Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed with the state of California and construed with and governed by the laws of the state of California.

**Invoicing:** For payment purposes, the vendor shall obtain a "contract shipping order number (CSO#)" from the county customer for each separate order/ invoicing. These are individually numbered for control purposes, and each separate order/invoicing will require a unique CSO# to be issued to the vendor by the county customer.

Prepare invoices in duplicate. Include both the CSO# and Contract#. Send the original and duplicate copies of invoices to the ordering department's "bill to" address.

Invoices are to be rendered in arrears.

Each invoice shall be accompanied by one copy of each weighmaster's tag represented by charges on the invoice. Each tag shall indicate the destination of the material.

**PURCHASE ORDER/CONTRACT  
GENERAL CONDITIONS**

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office 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.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the vendor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the vendor.
5. **HOLD HARMLESS:** The vendor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
6. **DEFAULT BY VENDOR:** In case of default by vendor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the quoter.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.  
New Contractor shall certify that each of the following statements is true:  
(a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and  
(b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.  
**NOTE:** Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.

**APPENDIX A -- ADDITIONAL TERMS AND CONDITIONS**

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

**Awards:**

A. The County of Sacramento reserves the right to:

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

B. Preference for Sacramento County Products. In purchases by the County of Sacramento, price and quality being equal, preference must be given to Sacramento County products (Charter of the County of Sacramento, sec. 83); also, ". . . preference must be given to the lowest responsible local bidder offering to supply such items for purchase which are raised, grown, manufactured, fabricated, processed or assembled in Sacramento County . . ." (Sacramento County Code, sec. 2.56.060).

C. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

**Taxes:**

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

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

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

### **Termination:**

- A. County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. County may terminate any resulting agreement for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (a) above.
- C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If any resulting agreement is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.
- E. Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

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

**APPENDIX B -- PROCUREMENT OPPORTUNITIES PROGRAM, LOCAL  
VENDOR PREFERENCE AND AFFIDAVIT**

**PURPOSE**

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

**INCENTIVES**

Service and supply acquisition. The County of Sacramento will award a two-percent (2%) price or point micro-business preference to state certified micro-business enterprises located within the Sacramento Regional Market Area (Sacramento, El Dorado, Placer, Sutter, Yolo and Yuba Counties), and/or a three-percent (3%) price or point local business preference for material, supply, construction and/or non-professional service contracts of less than \$250,000.00 processed through the Department of General Services, Contract and Purchasing Services Division, or through the Department Field Order Program. The preference, when applied, will be applied after determining the lowest responsive, responsible bidder, but prior to the notification of the bid award.

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

**CERTIFICATION OF SMALL BUSINESS ENTERPRISES**

Most County contracts are open to competitive bidding. It is the policy of the County to actively solicit participation by small business enterprises in its procurement and contracting activities. In order for the County to readily find small businesses to solicit, businesses should (1) be certified with the State of California, Office of Small Business and DVBE Services, or reciprocal agency, and (2) register with the Department of General Services. In order for a business to qualify for program preference, that business must provide proof of certification and it must meet the County's size and ownership standards for a small business.

For a firm to be eligible for a price preference, it must be formally certified. The County will accept certifications from the State of California, Office of Small Business and DVBE Services, or reciprocating governmental agencies. The County will accept formal certifications from other agencies within the State of California for documentation purposes; however, in order for a firm to be eligible for a price preference, it must be certified by the State of California, Office of Small Business and DVBE Services, or reciprocating governmental agencies.

Complete information regarding this program can be found at the following website:

**<http://www.saccounty bids.net/pdf/POP Policy for Website.doc>**



AGGREGATE & ASPHALT, RFB #7660  
COUNTY OF SACRAMENTO LOCAL VENDOR PREFERENCE

**LOCAL VENDOR PREFERENCE QUALIFICATIONS**

Pursuant to Section 2.56.440 of the Sacramento County Code, a local preference credit of 3% shall be granted to businesses located within Sacramento County or counties located in the Sacramento Regional Market Area (El Dorado, Placer, Sutter, Yolo and Yuba, if those counties have a reciprocal Local Vendor Preference provided to vendors located within Sacramento County) when evaluating bids for **material, supply, construction, and/or non-professional services acquisitions processed through the Department of General Services, Contract and Purchasing Services Division or the Department Field Order Program**. In order to qualify for this preference, a vendor must meet all of the following criteria:

1. The local business shall have established a place of business within Sacramento County (other than a Post Office Box), or a place of business within a county in the Regional Market Area (other than a Post Office Box) (applicable only if that county has a reciprocal Local Vendor Preference for Sacramento County businesses), at least six (6) months prior to the issue date of the solicitation.
2. Where state sales tax will be paid for the purchase, the local business must possess a valid resale license from the State Board of Equalization showing evidence of a local business address within Sacramento County. The payment of the local share of the sales tax must go to either a city located within Sacramento County, or to the County of Sacramento. If the local business has more than one office in the State of California, the office located in Sacramento County shall be the point of sale credit for the purpose of sales tax calculation. (This is not applicable to businesses located outside of Sacramento County and participating under the Regional Market Area reciprocity).
3. The local business, with business and/or real property tax due to the County of Sacramento, paid such tax to Sacramento County for the most recent tax year. This provision shall not apply to businesses that were not established at that time or where no taxes were due.

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

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

**AFFIDAVIT OF ELIGIBILITY**

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF FIRM: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Physical Address (if different): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Year your business was established in Sacramento County or reciprocal county: \_\_\_\_\_

3. Business License:  
License Number: \_\_\_\_\_ Issued by: \_\_\_\_\_

4. For transactions which require sales tax, provide the following Reseller information:

Reseller Permit Number: \_\_\_\_\_

Enter the Company Name and Address as it appears on permit:

\_\_\_\_\_  
\_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, did the local business pay any of this tax to Sacramento County?

Yes \_\_\_\_\_ No \_\_\_\_\_

\*\*\*\*\*

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Phone: \_\_\_\_\_

**APPENDIX C -- COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT**

**COUNTY OF SACRAMENTO  
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM**

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

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

CONTRACTOR hereby certifies that either:

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

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

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

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing [DCSS-BidderCompliance@SacCounty.net](mailto:DCSS-BidderCompliance@SacCounty.net).

\_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**Printed Name**

**APPENDIX D -- SACRAMENTO COUNTY ENVIRONMENTAL PURCHASING  
POLICY**

Policies

- All County of Sacramento personnel will specify recycled and environmentally preferable products whenever practical.
- The County shall solicit the use of recycled and other environmentally preferred products in its procurement documents as appropriate.
- All County Agencies/Departments/Divisions shall practice waste prevention whenever practical.

Best Practices

A. Procurement Practices

In cooperation with their customers, all County Agencies/Departments/Divisions shall evaluate, at least, the following environmentally preferable product categories and purchase them whenever practical.

- Printing and Writing Papers, including all imprinted letterhead paper, envelopes, copy paper and business cards. When practical, these shall contain a minimum of 30% post-consumer recycled content.
- Paper Products, including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders and other products comprised largely of paper.
- Remanufactured laser printer toner cartridges and remanufactured or refillable ink-jet cartridges.
- Re-refined antifreeze, including on-site antifreeze recycling.
- Re-refined lubricating and hydraulic oils.
- Recycled plastic outdoor-wood substitutes, including plastic lumber, benches, fencing, signs and posts.
- Recycled content construction, building and maintenance products, including plastic lumber, carpet, tiles and insulation.
- Re-crushed cement concrete aggregate and asphalt.
- Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products.
- Re-treaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.
- Compost, mulch, and other organics including recycled biosolid products.
- Re-manufactured paint.
- Other products that may be designated by General Services.