

ABSTRACT: RFB 7094	OPENING DATE: October 1, 2015
SOLICITATION NO: 7094	SUPPLIES OR SERVICES: EROSION CONTROL MATERIALS

OFFEROR / BIDDER	Basis for Award
ACME Bag	\$ 2,850.00
Ferguson Waterworks	\$ 6,824.40
White Cap	\$ 7,574.94

BIDS TO DEPARTMENT:  
DATE: \_\_\_\_\_

DISTRIBUTION:  
\_\_\_ FRONT DESK  
\_\_\_ PCO/PS

Received \_\_\_\_\_

DATE: 10/1/2015

BID CLERK: *Danny A Lane*  
BID OFFICER: *[Signature]*

This abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award Survey, and the bid being non responsive.

Bids  
Received

ACME BAW COMPANY  
1031 BAY BLVD, SUITE J  
CHULA VISTA, CA. 91911  
619 429 9800

RIB 7094

SD CNTY PURCH \* 15 SEP 30 PM 12:17

#1

or



# County of San Diego

JOHN M. PELLEGRINO  
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING  
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204  
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER  
ASSISTANT DIRECTOR

September 24, 2015

## REQUEST FOR BID (RFB) 7094 DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS

The County of San Diego, Department of Public Works - Roads Division (DPWR) has a requirement for Erosion Control Material to be delivered to two DPWR Divisions in accordance with the Statement of Work and Terms and Conditions reflected herein. The Erosion Control Material will be ordered on an as-needed basis and shall be undertaken by the Contractor following the receipt of written task orders authorized by the County.

The contract period will be for a Base Term Period of one year (Date of Award through September 30, 2016) plus two (2) one-year County option periods to extend through September 30, 2018. The County's estimate for these services is from \$200,000 annually.

### **RFB CONTENT**

This RFB package includes the following:

#### **Transmittal Letter to Release the RFB 7094**

- Section A - Cover Page (PC 600 Form) (Submit with the bid)**
  - Representations and Certifications (Submit with the bid)
  - Indemnification Agreement (Submit with the bid)
  - Pricing Schedule (Submit with the bid)
  - Designation of Subcontractors (Submit with the bid)
  - Bidder/Offerror DVBE Information (See Section B for submittal requirements)
  - DVBE "Good Faith Effort" Package (See Section B for submittal requirements)

#### **Section B – Instructions for Completing and Submitting Bid and Pre-Award Survey Requirements**

- Section C – Standard Terms & Conditions**
  - Exhibit A – Statement of Work
  - Exhibit A – Attachment 1 Task Order Process
  - Exhibit A – Attachment 2 Sample Task Order Form
  - Exhibit B – Insurance Requirements

## **BID DUE DATE**

Submit to the County of San Diego, Department of Purchasing and Contracting at Front Desk (where it will be time stamped to indicate time of receipt) at the address stated in the letterhead above in a sealed envelope or package clearly marked on the exterior with "RFB 7094" and the name and address of the offeror prior to **11:00 AM, Local Time on October 1, 2015**. Parking is limited, so be sure to deliver your bids early.

**Late submission cannot be considered unless there was mishandling on the part of the County of San Diego purchasing staff. Submittals must be received at the Purchasing and Contracting front counter by the identified date and time. If utilizing a courier service or USPS, be advised that all courier service deliveries, including USPS, may be delivered to the County's central mail room which may result in late submission and rejection of your bid.**

## **AWARD**

Award of the contract, if awarded, will be awarded to the lowest responsive, responsible bidder, for the total bid price, subject to the owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Unbalanced bidding will be cause for the entire bid to be rejected. The amount of the bid for comparison purposes will be the Total Bid Price.

The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, which may include but not limited to licensing, insurability, equipment, staffing, performance history and the submission of documentation as requested in the Pre-Award Survey (Section B, Paragraph C 6). The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

## **PRE-BID CONFERENCE**

A pre-bid conference is not scheduled for this RFB.

## **QUESTIONS**

Questions and requests for clarification related to definition or interpretation of this RFB must be requested in writing prior to the date the proposals are due. Questions and requests for clarification must be received in sufficient time to allow an addendum to the RFB to be issued for this RFB prior to the due date for receipt of the proposals. Therefore, questions received after **5:00 PM local time on September 28, 2015** may not be answered.

Questions are to be submitted in writing by email to:

Department of Purchasing and Contracting, Procurement Specialist:  
Kymeshia.Morris@sdcounty.ca.gov

**REQUEST FOR BID (RFB) 7094  
DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION  
EROSION CONROL MATERIALS ON AN AS-NEEDED BASIS  
SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO  
SECTION A-P&C 600 FORM

This is not an order

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING & CONTRACTING  
COUNTY OF SAN DIEGO, RFB No. 7094  
5560 OVERLAND AVE., SUITE 270  
SAN DIEGO, CA 92123

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,  
RESPONSIBLE BIDDER BASED ON:

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

UNSPSC Commodity Code: 721000.0000

ISSUED: SEPTEMBER 24, 2015

FOR INFORMATION PLEASE CONTACT:  
KYMESHIA MORRIS  
KYMESHIA.MORRIS@SDCOUNTY.CA.GOV

BID OPENING DATE: OCTOBER 1, 2015

BIDS MUST BE RECEIVED AT THE ABOVE  
ADDRESS PRIOR TO 11:00 A.M.  
ON DATE OF BID OPENING.

PLEASE STATE YOUR LOWEST PRICE  
F.O.B. DESTINATION AND BRAND NAME  
OR TRADE NAME IF APPLICABLE.

(Please use typewriter or black ink)  
YOUR ENVELOPE MUST INCLUDE RFB NO. 7094

**DESCRIPTION**

THE COUNTY OF SAN DIEGO (COUNTY), DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION HAS A REQUIREMENT FOR EROSION CONTROL MATERIAL ON AN AS NEEDED BASIS IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL TERM PERIOD: DATE OF AWARD THRU SEPTEMBER 30, 2016  
FIRST OPTION PERIOD: OCTOBER 1, 2016 THRU SEPTEMBER 30, 2017  
SECOND OPTION PERIOD: OCTOBER 1, 2017 THRU SEPTEMBER 30, 2018

PRICING SUBMITTED IS TO REMAIN FIRM FIXED FOR ALL TERM PERIODS IDENTIFIED ABOVE. AWARD WILL BE MADE TO LOWEST RESPONSIVE RESPONSIBLE BIDDER. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON ALL ITEMS IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

**BIDDER ACKNOWLEDGES ADDENDUM NO. 1 [ ] 2 [ ] 3 [ ] 4 [ ] 5 [ ]**

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS	PAYMENT TERMS NET 30 DAYS OR % DAY
NAME AND ADDRESS OF BIDDER	NAME AND TITLE OF PERSON AUTHORIZED
Acme Bag Company Inc. STREET, CITY, STATE, ZIP 1031 Bay Blvd. Suite J Chula Vista CA 91911	TO SIGN OFFER: 9/29/15
TELEPHONE: NUMBER ( 619 ) 429-9800	SIGNATURE OFFEROR DATE
FAX TELEPHONE: ( 619 ) 429-0969	PRINTED NAME: Steve Short
E-MAIL acmebag@aol.com	PRINTED TITLE: President

-----NOTIFICATION OF AWARD-----

ACCEPTANCE AS TO ITEM(S) NUMBERED:	(THIS SECTION FOR COUNTY USE ONLY)
(VC No. )	COUNTY OF SAN DIEGO
	By: _____ DATE: _____
	JOHN M. PELLEGRINO, DIRECTOR
	DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT	AWARD No.	NAME AND TITLE OF PROCUREMENT SPECIALIST
--------------	-----------	--

**SUBMIT THIS COMPLETED FORM AS PAGE 1 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

1. **BUSINESS TYPE**  
 For-profit  Non-profit  Government  
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**  
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors.
3. **BUSINESS REPRESENTATION**  
 Offeror represents as a part of this offer that the ownership, operation, and control of the business are:
  - 3.1. Are you a small business with: 100 or fewer employees and average annual gross receipts of \$14 million or less or, a manufacturer with 100 or fewer employees?  Yes  No
  - 3.2. Are you a local business with a physical address within the County of San Diego?  Yes  No
  - 3.3. Are you certified by the State of California as a:
    - Disabled Veteran Business Enterprise (DVBE)  
 Certification #: \_\_\_\_\_
    - Small Business Enterprise (SBE)  
 Certification #: \_\_\_\_\_
 See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.  
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>
  - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): N/A %
4. **CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**  
 Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
  - 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
  - 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and
- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.
- 4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
- 4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.
5. **CERTIFICATE OF CURRENT COST OR PRICING**  
 This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.
6. **CERTIFICATE OF INDEPENDENT PRICING**  
 By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:
  - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
  - 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
  - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Steve Short Signature: Steve Short  
 Title: President Date: 9/29/15  
 Company/Organization: Acme Bag Company, Inc.

**SUBMIT THIS COMPLETED FORM AS PAGE 2 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – INDEMNIFICATION AGREEMENT**

THE FOLLOWING INDEMNIFICATION AGREEMENT IS TO BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER.

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Acme Bag Company ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq.. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
  - a. Offeror fails to comply with the terms and conditions of this Agreement; or
  - b. Offeror provides the County with written notice that some or all of the records may be released; or
  - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

**OFFEROR**

Name: <u>Steve Short</u>	Signature: <u>Steve Short</u>
Title: <u>President</u>	Date: <u>9/29/15</u>
Company/Organization: <u>Acme Bag Company, Inc.</u>	

**SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – PRICING SCHEDULE**

**BASE TERM: DATE OF AWARD – SEPTEMBER 30, 2016**

	EROSION CONTROL MATERIAL (DELIVERED)	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	STRAW WATTLES 8' X 25' (16 PER PALLET)	1	PALLET	\$ 15.00	\$ 150.00
2	WOOD STAKES FOR STRAW WATTLES, 18" LONG (50 PER BUNDLE)	1	BUNDLE	\$ 12.50	\$ 12.50
3	STRAW MAT 8' X 112.5', TWO SIDE STRAW BLANKET	1	EACH	\$ 38.00	\$ 38.00
4	11 GA. JUTE MESH STAPLES 6" X 1" X 6" (1000 PER BOX)	1	BOX	\$ 32.00	\$ 32.00
5	EMPTY POLY SAND BAGS 14" X 26", 1600 HR. UV POLY (1000 PER BUNDLE)	1	BUNDLE	\$ .14 per bag	\$ 140.00
6	EMPTY BURLAP GRAVEL BAGS 17" X 34" (1000 PER BUNDLE)	1	BUNDLE	\$ N/A	\$
7	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 14" X 26" (250 PER BOX)	1	BOX	\$ .90 per bag	\$ 225.00
8	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 17" X 27" (250 PER BOX)	1	BOX	\$ .95 per bag	\$ 237.50
9	VISQUEEN 100' X 20' X 10 MIL, UV RATED, CLEAR	1	ROLL	\$ 85.00	\$ 85.00
10	FILLED POLY SANDBAGS, 35 LB, 1600 HR UV POLY, (100 PER PALLET)	1	PALLET	\$ N/A	\$
11	FILLED BURLAP GRAVEL BAGS, 35 LB, (100 PER PALLET)	1	PALLET	\$ N/A	\$
12	SHIPPING PER TRUCK LOAD TO DIVISION I	1	LOAD	\$ -0-	\$
13	SHIPPING PER TRUCK LOAD TO DIVISION II	1	LOAD	\$ -0-	\$
<b>INITIAL TERM TOTAL:</b> (Transfer Total to Pricing Summary)					\$ 950.00

COMPANY NAME: Acme Bag Company, Inc.  
 SUBMIT THIS COMPLETED FORM AS PAGE 4 OF THE BID

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – PRICING SCHEDULE**

**COUNTY OPTION 1: OCTOBER 1, 2016 – SEPTEMBER 30, 2017**

	EROSION CONTROL MATERIAL (DELIVERED)	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	STRAW WATTLES 8' X 25' (16 PER PALLET)	1	PALLET	\$ 15.00	\$ 180.00
2	WOOD STAKES FOR STRAW WATTLES, 18" LONG (50 PER BUNDLE)	1	BUNDLE	\$ 12.50	\$ 12.50
3	STRAW MAT 8' X 112.5', TWO SIDE STRAW BLANKET	1	EACH	\$ 38.00	\$ 38.00
4	11 GA. JUTE MESH STAPLES 6" X 1" X 6" (1000 PER BOX)	1	BOX	\$ 32.00	\$ 32.00
5	EMPTY POLY SAND BAGS 14" X 26", 1600 HR. UV POLY (1000 PER BUNDLE)	1	BUNDLE	\$ 14 per bag	\$ 140.00
6	EMPTY BURLAP GRAVEL BAGS 17" X 34" (1000 PER BUNDLE)	1	BUNDLE	\$ N/A	\$
7	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 14" X 26" (250 PER BOX)	1	BOX	\$ 90 per bag	\$ 225.00
8	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 17" X 27" (250 PER BOX)	1	BOX	\$ 95 per bag	\$ 237.50
9	VISQUEEN 100' X 20' X 10 MIL, UV RATED, CLEAR	1	ROLL	\$ 85.00	\$ 85.00
10	FILLED POLY SANDBAGS, 35 LB, 1600 HR UV POLY, (100 PER PALLET)	1	PALLET	\$ N/A	\$
11	FILLED BURLAP GRAVEL BAGS, 35 LB, (100 PER PALLET)	1	PALLET	\$ N/A	\$
12	SHIPPING PER TRUCK LOAD	1	LOAD	\$ -0-	\$
13	SHIPPING PER TRUCK LOAD TO DIVISION II	1	LOAD	\$ -0-	\$
<b>COUNTY OPTION 1 TOTAL:</b> (Transfer Total to Pricing Summary)					<b>\$ 950.00</b>

COMPANY NAME: Acme Bag Company, Inc.  
 SUBMIT THIS COMPLETED FORM AS PAGE 5 OF THE BID

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – PRICING SCHEDULE**

**COUNTY OPTION 2: OCTOBER 1, 2017 – SEPTEMBER 30, 2018**

EROSION CONTROL MATERIAL (DELIVERED)		ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	STRAW WATTLES 8' X 25' (16 PER PALLET)	1	PALLET	\$ 15.00	\$ 180.00
2	WOOD STAKES FOR STRAW WATTLES, 18" LONG (50 PER BUNDLE)	1	BUNDLE	\$ 12.50	\$ 12.50
3	STRAW MAT 8' X 112.5', TWO SIDE STRAW BLANKET	1	EACH	\$ 38.00	\$ 38.00
4	11 GA. JUTE MESH STAPLES 6" X 1" X 6" (1000 PER BOX)	1	BOX	\$ 32.00	\$ 32.00
5	EMPTY POLY SAND BAGS 14" X 26", 1600 HR. UV POLY (1000 PER BUNDLE)	1	BUNDLE	114 per bag	\$ 140.00
6	EMPTY BURLAP GRAVEL BAGS 17" X 34" (1000 PER BUNDLE)	1	BUNDLE	\$ N/A	\$
7	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 14" X 26" (250 PER BOX)	1	BOX	.96 per bag	\$ 225.00
8	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 17" X 27" (250 PER BOX)	1	BOX	.95 per bag	\$ 237.50
9	VISQUEEN 100' X 20' X 10 MIL, UV RATED, CLEAR	1	ROLL	\$ 85.00	\$ 85.00
10	FILLED POLY SANDBAGS, 35 LB, 1600 HR UV POLY, (100 PER PALLET)	1	PALLET	\$ N/A	\$
11	FILLED BURLAP GRAVEL BAGS, 35 LB, (100 PER PALLET)	1	PALLET	\$ N/A	\$
12	SHIPPING PER TRUCK LOAD	1	LOAD	\$ -0-	\$
13	SHIPPING PER TRUCK LOAD TO DIVISION II	1	LOAD	\$ -0-	\$
<b>COUNTY OPTION 2 TOTAL:</b> (Transfer Total to Pricing Summary)					\$ 950.00

**ESTIMATED QUANTITIES:** The estimated quantities in section "A", pricing schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical use. If the County's actual requirements do not result in actual quantities described as "estimated" in the pricing schedule, that fact shall not constitute the basis for price adjustment. All tasks will be billed at the price per unit figure listed on the pricing schedule.

COMPANY NAME: Acme Bag Company, Inc.  
 SUBMIT THIS COMPLETED FORM AS PAGE 6 OF THE BID

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – PRICING SCHEDULE**

---

**PRICING SUMMARY**

EROSION CONTROL MATERIAL		BASE TERM PERIOD	FIRST OPTION PERIOD	SECOND OPTION PERIOD	TOTAL OF ALL TERM PERIODS (BASIS FOR AWARD)
1	EROSION CONTROL MATERIAL (DELIVERED)	950.00	950.00	950.00	\$ 2850.00

COMPANY NAME: Acme Bag Company Inc.  
SUBMIT THIS COMPLETED FORM AS PAGE 7 OF THE BID

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – DESIGNATION OF SUBCONTRACTORS**

Set forth below is the full name and the location of the place of business and the California contractor license number of each Subcontractor whom the Contractor proposes to subcontract portions of the work in excess of one-half of one percent, and the portion of the work which will be done by each Subcontractor for each subcontract.

**NOTE:** The Bidder understands that if the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices act (Section 4100 et seq. of the California Public Contract Code).

The "Business Name and Address", California contractor license number, and "Portion of Work to be Subcontracted" that will be done by each subcontractor are required at time of bid. The remainder of the information shall be submitted by email to the listed contact for this solicitation within 24 hours of bid submittal.

**If no subcontractors are to be employed on the project, enter the word "NONE".**

PORTION OF WORK TO BE SUBCONTRACTED			SUBCONTRACTOR		
Item #	Description of Work	% of Total Contract	Business Name and Address	License #, Classification(s), and Expiration Date	DIR Registration No.
	N/A				

Total Percent SUBCONTRACTED: \_\_\_\_\_

**SUBMIT THIS COMPLETED FORM AS PAGE 8 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – DESIGNATION OF SUBCONTRACTORS**

N/A

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)

CLASSIFICATIONS TO BE USED FOR THIS PROJECT:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

**SUBMIT THIS COMPLETED FORM AS PAGE 9 OF THE BID**

N/A

**REQUEST FOR BID (RFB) 7094  
 DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION  
 EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS  
 SECTION A – DVBE “GOOD FAITH EFFORT” PACKAGE**

**COUNTY OF SAN DIEGO  
 BIDDER/OFFEROR DVBE INFORMATION  
 (DUE WITHIN TWO (2) DAYS OF BID OPENING)**

DATE: \_\_\_\_\_ Bid/Offer No.: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ Project/Activity No.: \_\_\_\_\_

BIDDER/OFFEROR: \_\_\_\_\_

BIDDER/OFFEROR REPRESENTATIVE: \_\_\_\_\_

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME./SUBCONTRACTOR/VENDOR)			\$

**COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.**

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3% *See DVBE Participation information sections for further information.
	$\text{_____} \times 100 = \text{_____}\%$	

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – DVBE “GOOD FAITH EFFORT” PACKAGE**

---

**COUNTY OF SAN DIEGO**  
**DVBE “Good Faith Effort” Package**

**Documentation of Good Faith Effort**  
**(Due within two (2) days of bid opening)**

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” estimated by the County to be between \$500,000 and \$1 million.

Date: 9/29/15 Bid/Offer No.: RFB 7094  
Project Title: Erosion Control Materials Project/Activity No. : \_\_\_\_\_  
Bidder/Offeror: Acme Bag Company Inc  
Bidder/Offeror Representative: Steve Short

Please check off the following to insure you have included them in your documentation:

N/A

- Documentation of “Good Faith Effort” (3 pages including this page)
  
- Attachment of Any Additional Supporting Documentation

N/A

**REQUEST FOR BID (RFB) 7094  
DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION  
EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS  
SECTION A – DVBE “GOOD FAITH EFFORT” PACKAGE**

**COUNTY OF SAN DIEGO  
DOCUMENTATION OF GOOD FAITH EFFORT**

A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal for participation in this contract along with dates.

Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
2. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
3. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
4. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
5. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
6. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
7. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
8. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
9. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
10. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
11. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
12. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
13. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
14. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
15. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No

B. Solicitations

DVBE Solicitation Sample:

Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.



---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID AND**  
**PRE-AWARD SURVEY REQUIREMENTS**

---

**A. PRICING YOUR BID**

1. Bid on each item separately. Prices should be stated per unit(s) specified herein. Bids that are materially unbalanced will be rejected as non-responsive.
2. All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
3. Unless otherwise specified, prices bid herein should not include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must not be included in invoices.
4. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by persons signing the bid.
5. Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.

**B. SUBMITTING YOUR BID**

1. RFB NO. 7094 shall normally be made available on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. Firms may request a hard copy from Purchasing and Contracting Clerical Section (858-505-6367).
2. Submit the following documents with your bid:
  - Completed PC 600;
  - Completed Representations and Certifications;
  - Completed Indemnification Agreement
  - Completed Pricing Schedule;
  - Completed Designation of Subcontractors Form;

Submit the following documents in accordance with Item D of this Section:

- Completed Bidder/Offeror DVBE Information;
- Completed DVBE "Good Faith Effort" Package

Each bid must be in a separate sealed envelope with bid number on the outside and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), **5560 Overland Avenue, Suite 270, San Diego, CA 92123, no later than 11:00 a.m. on October 1, 2015**. Bids will be publicly opened at that time.

3. Failure to bid on authorized County form may be cause for rejection of bid.
4. Any bid received at the office designated in the solicitation after the exact time for receipt will be rejected as a late bid, will not be considered for award, and will be returned to the bidder unopened.
5. If you do not bid, please return the cover sheet and state reason for not bidding.
6. No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the Contracting Officer **no later than 5:00 PM local time on September 28, 2015**.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID AND**  
**PRE-AWARD SURVEY REQUIREMENTS**

---

7. Any vendor who wishes to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County Purchasing Director within 24 hours after bid opening.
8. Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Furthermore, all specification requirements must be met unless the language of the Request for Bid states that alternate specifications/bids will be considered.
10. Written addenda to the RFB may be issued to provide clarifications or corrections. **Addenda to this solicitation will be posted on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. It is the offeror's responsibility to check for addenda. The master copy of the solicitation posted to the website shall be considered the original. If a prospective offeror cannot download the solicitation or any document posted thereto, contact Contracts Clerical Support at 858-505-6367 and a hard copy will be mailed to you or you may pick it up at our office.**
11. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.
12. All bids must show the firm's legal name and be signed by an authorized officer or employee of that firm. Obligations assumed by such signature must be fulfilled.

**C. EVALUATION AND AWARD**

1. Bids are subject to acceptance at any time within ninety (90) days after opening of same, unless otherwise stipulated by the County.
2. In determining the lowest bid, only discounts of thirty (30) days or more will be considered. Discounts will be calculated from receipt and acceptance of a properly prepared invoice.
3. Award(s) will be made by the County Purchasing and Contracting Department, as stated on the Pricing Schedule to the lowest responsive, responsible bidder(s) in order from lowest bid to highest, based on the total extended price. Unbalanced bidding will be cause for the entire bid to be rejected. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
4. The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
5. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "total" column, then the amount set forth in the "total" column for the item shall prevail in accordance with the following:
  1. As to lump sum items, the amount set forth in the "total" column shall be the unit price.
  2. As to unit basis items, the amount set forth in the "total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
6. The County will conduct a pre-award survey of the apparent low bidder. This survey will be used to determine the bidders' capacity to perform under this contract. Items that may be considered include but are not limited to insurability, equipment, staffing, experience, and references.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID AND**  
**PRE-AWARD SURVEY REQUIREMENTS**

---

7. Modifications, changes, or additions to the Bid Schedule may be considered an irregularity. Erasures or corrections in preparing the bids must be initiated by the person(s) signing the Bid. Alternate bids will not be considered unless called for.

**D. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION**

1. The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE). County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcounty.ca.gov/cob/policy/index.html#>. Information concerning California State Certified DVBE sources or programs may be found at <http://www.pd.DPWR.ca.gov>. County DVBE policy requirements shall prevail over the State of California DVBE program requirements.

Board Policy B-39a further requires a DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also known as As-Needed Services Contracts), the 3% participation will be applied to the value of each individual task order. For purposes of clarification, each individual task order is considered a Service contract for purposes of DVBE requirements.

For all service procurements, DVBE documentation shall be submitted within two (2) business days of offer submittal. In the case of indefinite delivery/indefinite quantity Service contracts, DVBE documentation shall be submitted with the response to each individual task order. DVBE documentation, which includes the Bidder DVBE Information Form and the "Good Faith Effort" Package, is contained within this solicitation.

Failure to provide evidence of a good-faith effort to comply with the 3% DVBE participation may be deemed non-responsive and may not be considered for contract award.

**E. PROTEST PROCEDURES**

1. Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.
2. Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Office of the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.
3. For purposes of clarification regarding Board of Supervisors Policy "A-97, Protest Procedures for Award of Contracts" the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT("NOI").

**E. TAX INFORMATION**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID AND**  
**PRE-AWARD SURVEY REQUIREMENTS**

---

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**Franchise Tax Board Websites:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

**Submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.**

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

1. **DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

2. **DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED** (Rev. 11/97)

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

3. **ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid 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) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

4. **CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

5. **FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the event of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

6. **INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

7. **TERMINATION FOR DEFAULT**

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

conformance to specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 7.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 7.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**8. TERMINATION FOR CONVENIENCE**

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 8.1. The unit or pro rata price for the delivered and accepted portion.
- 8.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 8.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 8.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**9. TITLE**

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

**10. VARIATIONS IN SPECIFICATIONS**

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

**11. HAZARDOUS SUBSTANCES (July 2008)**

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

**12. PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 12.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 12.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 12.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- 12.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

**13. ESTIMATED QUANTITIES**

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

**14. AVAILABILITY OF FUNDING**

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

**15. INSPECTION OF SERVICE/MATERIALS/SUPPLIES**

- 15.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.

- 15.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

#### **16. DISPUTES**

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.

- 16.1. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

#### **17. CHANGES**

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

**18. ASSIGNABILITY**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

**19. INDEMNITY**

County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.

**20. CONDUCT OF CONTRACTOR**

- 20.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 20.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 20.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.
- 20.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

**21. DISALLOWANCE**

In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

**22. GOVERNING LAW**

This contract shall be construed and interpreted according to the laws of the State of California.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

**23. AUDIT AND INSPECTION OF RECORDS**

- 23.1. General. The County shall have the audit and inspection rights described in this section.
- 23.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 23.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:
- 23.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 23.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.
- 23.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

**24. PATENT AND COPYRIGHT INFRINGEMENT**

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

**25. CONTRACTOR REPRESENTATION**

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

**26. WARRANTY**

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

**27. PERMITS, NOTICES, FEES AND LAWS**

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

**28. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH**

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

**29. FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**30. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**31. NOTICE**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

**32. PRODUCT IDENTIFICATION AND LABELING**

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

**33. DRUG & ALCOHOL FREE WORKPLACE**

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

33.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:

33.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

- 33.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 33.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
- 33.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 33.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 33.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

**34. ORDERING WITH BLANKET PURCHASE AGREEMENT**

A blanket purchase agreement for the estimated requirements will be sent to the successful bidder. This will authorize the acceptance of releases from designated County departments for their requirements. The vendor shall complete delivery of items ordered to destinations set forth in the release. Each release shipment shall be accompanied by a priced invoice itemizing all material. Partial shipments are not acceptable when ordered by release. Site contact will provide a task order form to the Contractor, as needed, prior to requested pickup or delivery, see Section C, Exhibit A - Statement of Work - Attachments 1 Task Order Process & Attachment 2 – Sample Task Order Form.

**35. INVOICES**

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

**36. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

**37. SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

**AGREEMENT TERM.** This Agreement shall be effective from Date of Award (“Effective Date”) and end on August 31, 2016 (“Initial” Term”), a period of 12 months.

**OPTION TO EXTEND.** The County’s option to extend is for one (1) increment of one (1) year each for a total of two (2) years beyond the execution of the Initial Term, not to exceed August 31, 2018, pursuant to Exhibit A Statement of Work and Exhibit C Pricing Schedule. The County will notify Contractor in writing, not less than 15 days prior to the expiration date of the contract term that they intend to renew the Agreement. All contract documents required to continue contract services shall be submitted to the County at time of any and all option renewal(s).

Options To Extend for One to Six Additional months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. The County will notify Contractor in writing, not less than 15 days prior to the expiration date of the contract term that they intend to extend the Agreement.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A – STATEMENT OF WORK**

The County of San Diego, Roads Division require various erosion control materials listed below to be delivered on an as-needed basis:

Straw Wattles 8' X 25'
Wood stakes for straw wattles, 18" long (50 per bundle)
Straw mat 8' X 112.5', two side straw blanket (each)
11 ga. Jute mesh staples 6" X 1" X 6" (1000 per box)
Empty Poly sand bags 14" X 26", 1600 hr. UV Poly (1000 per bundle)
Empty burlap gravel bags 17" X 34" (1000 per bundle)
Empty high density poly ethylene gravel bags 14" X 26" (250 per box)
Empty high density poly ethylene gravel bags 17" X 27" (250 per box)
Visqueen 100' X 20' X 10 mil, UV rated, clear (each)
Filled Poly Sandbags, 35 lb, 1600 hr UV poly, (100 ea per pallet)
Filled burlap gravel bags, 35 lb, (100 ea per pallet)

- There is no guaranteed quantity to this contract
- **Vendor must accept empty return pallets upon request**

**Delivery**

- Actual quantities and location of deliveries will be specified at time of order.
- Delivery cost is per truckload.
- Working hours for acceptance of deliveries will be Tuesday through Friday, 6:30 a.m. – 4:30 p.m.

Delivery will be made to:

**DIVISION 1**

County of San Diego  
 Department of Public Works  
 Division 1 Headquarters  
 11970 Singer Ln.  
 Spring Valley, Ca 91978

**DIVISION 2**

County of San Diego  
 Department of Public Works  
 Division 2 Headquarters  
 1579 Osage St.  
 San Marcos, Ca. 92078

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A – STATEMENT OF WORK**

---

**Invoicing**

Invoices must include the date of delivery, delivery site address, and quantity delivered. Cost of material and delivery must be listed separately.

Invoices will be sent to:

**DIVISION 1**

County of San Diego  
Department of Public Works  
Division 1 Headquarters  
11970 Singer Ln.  
Spring Valley, Ca 91978  
Attn: Accounts Payable

**DIVISION 2**

County of San Diego  
Department of Public Works  
Division 2 Headquarters  
1579 Osage St.  
San Marcos, Ca. 92078  
Attn: Accounts Payable

**PRODUCT SPECIFICATIONS**

**1. EMPTY BURLAP GRAVEL BAGS**

Vendor shall certify that their gravel bags meet the following minimum specifications:

- Fabric: Burlap to contain ultraviolet resistance to retain 70% strength after 1600 hours exposure to accelerated weathering.
- Minimum Fabric Weight = 4 ounce / sq. yd.
- Manufacture Workmanship: All unsewn raw edges to be hemmed.
- Bag Size
- Width: 14"
- Length: 26"
- Depth: 3"-4" filled
- Bag dimensions are nominal, and may vary based on locally available materials.
- Performance: Drop Resistance Test: The gravel bag filled with 5 inches from the opening with Class 2 (1 inch minus) clean dry gravel shall withstand three consecutive 36 inch free fall drops onto a hard unyielding surface without rupture of fabric on seams. Drops to be onto face, side, and butt.
- Tie String: Jute or polypropylene sufficiently strong to tie finished bag without breaking. Tie to be affixed to bag edge 5 inches from top of bag.

**PACKAGING:**      Bags are to be packaged in bundles of 1000 each.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A – STATEMENT OF WORK**

---

**2. EMPTY SANDBAGS**

Vendor shall certify that their sandbags meet the following minimum specifications:

- Fabric: Sandbag shall be woven polypropylene, polyethylene or polyamide fabric and contain ultraviolet resistance to retain 70% strength after 1600 hour exposure to accelerated weathering.
- Workmanship: All unsewn raw edges to be hemmed or heat cut.
- Minimum Fabric Weight = 4 ounce / sq. yd.
- Bag Size
- Width: 14"
- Length: 26"
- Bag dimensions are nominal, and may vary based on locally available materials.
- Performance: Drop Resistance Test: The sandbag filled with 44 lbs of clean dry sand shall withstand three consecutive 36 inch free fall drops onto a hard unyielding surface without rupture of fabric on seams. Drops to be onto face, side, and butt.
- Tie String: Jute or polypropylene sufficiently strong to tie finished bag without breaking. Tie to be affixed to bag edge 5 inches from top of bag.

**PACKAGING:**        Bags are to be packaged in bundles of 1,000 each.

**3. EMPTY HIGH DENSITY POLYETHYLENE GRAVEL BAGS**

Vendor shall certify that their sandbags meet the following minimum specifications:

- Fabric: Gravel bag shall be woven high density polyethylene fabric and contain ultraviolet resistance to retain 70% strength after 1600 hour exposure to accelerated weathering.
- Workmanship: All unsewn raw edges to be hemmed or heat cut.
- Minimum Fabric Weight = 5 ounce / sq. yd.
- Bag Size
- Width: 17"
- Length: 27"
- Bag dimensions are nominal, and may vary based on locally available materials.
- Performance: Drop Resistance Test: The gravel bag filled 5 inches from the opening with class 2 (1 inch minus) clean dry gravel shall withstand three consecutive 36 inch free fall drops onto a hard unyielding surface without rupture of fabric on seams. Drops to be onto face, side, and butt.

**PACKAGING:**        Bags are to be packages of 250 each per box.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A – STATEMENT OF WORK**

---

**4. FIBER ROLLS AND STAKES**

Vendor shall certify that their fiber rolls and stakes meet the following minimum specifications:

- Fiber Rolls: Prefabricated 8" X 25' weed free straw wattle. The rolls shall be bound with ultraviolet (UV) degradable netting.
- Stakes: Wood, 18" long, 8 per fiber roll

**PACKAGING:** Stakes are to be packaged in bundles of 50. Straw Wattles will be palletized and shrink wrapped in bundles of 16 per pallet

**5. FILLED GRAVEL BAGS**

Vendor shall certify that their gravel bags meet the following minimum specifications:

- Fabric: Burlap to contain ultraviolet resistance to retain 70% strength after 1600 hours exposure to accelerated weathering.
- Minimum Fabric Weight = 4 ounce / sq. yd.
- Manufacture Workmanship: All unsewn raw edges to be hemmed.
- Bag Size
- Width: 14"
- Length: 26"
- Depth: 3"-4" filled
- Bag dimensions are nominal, and may vary based on locally available materials.
- Performance: Drop Resistance Test: The gravel bag filled 5 inches from the opening with Class 2 (1 inch minus) clean dry gravel shall withstand three consecutive 36 inch free fall drops onto a hard unyielding surface without rupture of fabric on seams. Drops to be onto face, side, and butt.
- Tie String: Jute or polypropylene sufficiently strong to tie finished bag without breaking. Tie to be affixed to bag edge 5 inches from top of bag.
- Finished bags to be filled with Class 2 (1 inch minus) gravel and tied.

**PACKAGING:** Filled bags are to be stacked on pallets and shrink wrapped.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A – STATEMENT OF WORK**

---

**6. FILLED SANDBAGS**

Vendor shall certify that their sandbags meet the following minimum specifications:

- Fabric: Sandbag shall be woven polypropylene, polyethylene or polyamide fabric and contain ultraviolet resistance to retain 70% strength after 1600 hour exposure to accelerated weathering.
- Workmanship: All unsewn raw edges to be hemmed or heat cut.
- Minimum Fabric Weight = 4 ounce / sq. yd.
- Bag Size
- Width: 14"
- Length: 26"
- Bag dimensions are nominal, and may vary based on locally available materials.
- Performance: Drop Resistance Test: The sandbag filled with 44 lbs of clean, dry sand shall withstand three consecutive 36 inch free fall drops onto a hard unyielding surface without rupture of fabric on seams. Drops to be onto face, side, and butt.
- Tie String: Jute or polypropylene sufficiently strong to tie finished bag without breaking. Tie to be affixed to bag edge 3 to 4 inches from top of bag.
- Finished bags shall be filled to a depth of 5 inches from the top with SE 30 sand and tied.

**PACKAGING:** Filled bags are to be stacked on pallets and shrink wrapped.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A- STATEMENT OF WORK**  
**ATTACHMENT 1 - TASK ORDER PROCESS**

---

1. Department will provide a copy of the task order form and Statement of Work to the Contractor as services or materials are needed, at least 24 hours prior to start of work in each work area, see Attachment 2 - Sample Task Order Form.
2. Contractor will provide requestor a quote or proposal based upon the task order request.
3. Requestor will submit the original task order form along with the Contractor's quote or proposal, any additional pertinent information, and any required supplemental forms to the Contracting Officer's Representative (COR).
4. COR will review documents to ensure the task requested is in compliance with contract scope, limits, DVBE requirements, and includes all required supplemental forms.
5. If task requested complies with contract terms & conditions and scope, COR will enter a release in Oracle for the work and provide notice to contractor to proceed with work.

**HELPFUL REMINDERS WHEN ISSUING TASK ORDERS**

- A task order form and statement of work are required for every request of contractor.
- Minor Labor Forms are required when service or installation is involved.  
[http://insite.sdcounty.ca.gov/csg/pc/Documents/p-card\\_release\\_of\\_liability\\_form\\_minor.pdf](http://insite.sdcounty.ca.gov/csg/pc/Documents/p-card_release_of_liability_form_minor.pdf)
- DVBE Forms may be used in accordance with Board Policy B-39a as stated on the sample task order form.
  - [http://insite.sdcounty.ca.gov/csg/pc/Documents/p\\_cg\\_c0015\\_attachment\\_a.pdf](http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_a.pdf)
  - [http://insite.sdcounty.ca.gov/csg/pc/Documents/p\\_cg\\_c0015\\_attachment\\_b.pdf](http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_b.pdf)
  - [http://insite.sdcounty.ca.gov/csg/pc/Documents/p\\_cg\\_c0015\\_attachment\\_c.pdf](http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_c.pdf)
- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$25,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$25,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$25,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.
- Task orders are subject to audit by Purchasing & Contracting which may be conducted at any time during the duration of the contract.

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A- STATEMENT OF WORK**  
**ATTACHMENT 2 – SAMPLE TASK ORDER FORM**

**SERVICES TASK ORDER**

COUNTY OF SAN DIEGO  
DEPARTMENT OF XXX

Address \_\_\_\_\_

CONTRACTOR: _____	CONTRACT NO: _____
REQUEST DATE: _____	CONTRACT DATE: _____
TASK ORDER NO: _____	PROJECT NO: _____

Description of the Complete Scope of Services: \_\_\_\_\_

**Check One:**    Standard Priority       High Priority

Board Policy B-39a requires DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also referred to as As-Needed Services Contracts), the 3% DVBE participation will be applied to the value of each individual task order. DVBE documentation shall be submitted with the response to each individual task order. DVBE participation is always encouraged, but not required for task orders less than one million.

Total Cost of Task Order Services: \$ \_\_\_\_\_    **Check One:**    Firm Price     Not to Exceed Estimate

Other services required to complete this project: \_\_\_\_\_

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Task Order. Contractor shall accept \$ \_\_\_\_\_ as full payment for the provision of these services and shall complete these services by \_\_\_\_\_.

<p><b>CONTRACTOR:</b></p> <p>By: _____ Date: _____  Printed Name &amp; Title: _____</p>	<p><b>PROJECT MANAGEMENT</b>  Chief, Project Management Division (or other appropriate title)</p> <p>By: _____ Date: _____  Printed Name &amp; Title: _____</p>
<p><b>FISCAL</b></p> <p>By: _____ Date: _____  Printed Name &amp; Title: _____</p>	<p><b>COR, Contracting Officer's Representative</b></p> <p>By: _____ Date: _____  Printed Name &amp; Title: _____</p>

DISTRIBUTION:    COR (*Original*)    Contractor    Project Manager    Fiscal Unit

Attached: DVBE Submittal Forms

- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$25,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$25,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$25,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR**

---

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

**1. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non- owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

**2. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

**3. Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**4. Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- A. Additional Insured Endorsement  
Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.
- B. Primary Insurance Endorsement  
For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Notice of Cancellation  
Notice of Cancellation shall be provided in accordance with policy provisions.
- D. Severability of Interest Clause  
Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR**

---

**GENERAL PROVISIONS**

**5. Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

**6. Evidence of Insurance**

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

**7. Failure to Obtain or Maintain Insurance; County's Remedies**

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

**8. No Limitation of Obligations**

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

**9. Review of Coverage**

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

**10. Self-Insurance**

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

**11. Subcontractors' Insurance**

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

**12. Waiver of Subrogation**

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

Next

Bid

County of San Diego, Department of Purchasing + Contracting

RFB 7094

**First Class Mail**  
**First Class Mail**

 **FERGUSON**<sup>®</sup>  
Waterworks  
a **WOLSELEY** company  
11909 Tech Center Court  
Poway, CA 92064

SD CNTY PURCH \* 15 SEP 30 PM 01 26

#2

ser



# County of San Diego

**JOHN M. PELLEGRINO**  
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING  
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204  
Phone (858) 505-6387 Fax (858) 715-6452

**ALLEN R. HUNSBERGER**  
ASSISTANT DIRECTOR

September 24, 2015

## **REQUEST FOR BID (RFB) 7094 DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**

The County of San Diego, Department of Public Works - Roads Division (DPWR) has a requirement for Erosion Control Material to be delivered to two DPWR Divisions in accordance with the Statement of Work and Terms and Conditions reflected herein. The Erosion Control Material will be ordered on an as-needed basis and shall be undertaken by the Contractor following the receipt of written task orders authorized by the County.

The contract period will be for a Base Term Period of one year (Date of Award through September 30, 2016) plus two (2) one-year County option periods to extend through September 30, 2018. The County's estimate for these services is from \$200,000 annually.

### **RFB CONTENT**

This RFB package includes the following:

#### **Transmittal Letter to Release the RFB 7094**

#### **Section A - Cover Page (PC 600 Form) (Submit with the bid)**

Representations and Certifications (Submit with the bid)

Indemnification Agreement (Submit with the bid)

Pricing Schedule (Submit with the bid)

Designation of Subcontractors (Submit with the bid)

Bidder/Offerror DVBE Information (See Section B for submittal requirements)

DVBE "Good Faith Effort" Package (See Section B for submittal requirements)

#### **Section B – Instructions for Completing and Submitting Bid and Pre-Award Survey Requirements**

#### **Section C – Standard Terms & Conditions**

Exhibit A – Statement of Work

Exhibit A – Attachment 1 Task Order Process

Exhibit A – Attachment 2 Sample Task Order Form

Exhibit B – Insurance Requirements

## **BID DUE DATE**

Submit to the County of San Diego, Department of Purchasing and Contracting at Front Desk (where it will be time stamped to indicate time of receipt) at the address stated in the letterhead above in a sealed envelope or package clearly marked on the exterior with "RFB 7094" and the name and address of the offeror prior to **11:00 AM, Local Time on October 1, 2015**. Parking is limited, so be sure to deliver your bids early.

**Late submission cannot be considered unless there was mishandling on the part of the County of San Diego purchasing staff. Submittals must be received at the Purchasing and Contracting front counter by the identified date and time. If utilizing a courier service or USPS, be advised that all courier service deliveries, including USPS, may be delivered to the County's central mail room which may result in late submission and rejection of your bid.**

## **AWARD**

Award of the contract, if awarded, will be awarded to the lowest responsive, responsible bidder, for the total bid price, subject to the owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Unbalanced bidding will be cause for the entire bid to be rejected. The amount of the bid for comparison purposes will be the Total Bid Price.

The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, which may include but not limited to licensing, insurability, equipment, staffing, performance history and the submission of documentation as requested in the Pre-Award Survey (Section B, Paragraph C 6). The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

## **PRE-BID CONFERENCE**

A pre-bid conference is not scheduled for this RFB.

## **QUESTIONS**

Questions and requests for clarification related to definition or interpretation of this RFB must be requested in writing prior to the date the proposals are due. Questions and requests for clarification must be received in sufficient time to allow an addendum to the RFB to be issued for this RFB prior to the due date for receipt of the proposals. Therefore, questions received after **5:00 PM local time on September 28, 2015** may not be answered.

Questions are to be submitted in writing by email to:

Department of Purchasing and Contracting, Procurement Specialist:  
Kymeshia.Morris@sdcounty.ca.gov

**REQUEST FOR BID (RFB) 7094  
DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION  
EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS  
SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO  
SECTION A-P&C 600 FORM

This is not an order

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING & CONTRACTING  
COUNTY OF SAN DIEGO, RFB No. 7094  
5560 OVERLAND AVE., SUITE 270  
SAN DIEGO, CA 92123

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,  
RESPONSIBLE BIDDER BASED ON:

- ALL OR NONE
- EACH LOT
- TOTAL PRICE

UNSPSC Commodity Code: 721000.0000

ISSUED: SEPTEMBER 24, 2015

FOR INFORMATION PLEASE CONTACT:

KYMESHIA MORRIS  
KYMESHIA.MORRIS@SDCOUNTY.CA.GOV

BID OPENING DATE: OCTOBER 1, 2015

BIDS MUST BE RECEIVED AT THE ABOVE  
ADDRESS PRIOR TO 11:00 A.M.  
ON DATE OF BID OPENING.

PLEASE STATE YOUR LOWEST PRICE  
F.O.B. DESTINATION AND BRAND NAME  
OR TRADE NAME IF APPLICABLE.  
(Please use typewriter or black ink)  
YOUR ENVELOPE MUST INCLUDE RFB NO. 7094

**DESCRIPTION**

THE COUNTY OF SAN DIEGO (COUNTY), DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION HAS A REQUIREMENT FOR EROSION CONTROL MATERIAL ON AN AS NEEDED BASIS IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL TERM PERIOD: DATE OF AWARD THRU SEPTEMBER 30, 2016  
FIRST OPTION PERIOD: OCTOBER 1, 2016 THRU SEPTEMBER 30, 2017  
SECOND OPTION PERIOD: OCTOBER 1, 2017 THRU SEPTEMBER 30, 2018

PRICING SUBMITTED IS TO REMAIN FIRM FIXED FOR ALL TERM PERIODS IDENTIFIED ABOVE. AWARD WILL BE MADE TO LOWEST RESPONSIVE RESPONSIBLE BIDDER. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON **ALL** ITEMS IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

**BIDDER ACKNOWLEDGES ADDENDUM NO. 1 [ ] 2 [ ] 3 [ ] 4 [ ] 5 [ ]**

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

NAME AND ADDRESS OF BIDDER

*Ferguson Waterworks*  
STREET, CITY, STATE, ZIP  
*11909 Tech Center Court*  
*Poway, CA 92064*  
TELEPHONE: NUMBER *(858) 391-3700*  
FAX TELEPHONE: *(858) 391-5958*  
E-MAIL *Matt.Wilkinson@ferguson.com*

PAYMENT TERMS NET 30 DAYS OR % DAY

NAME AND TITLE OF PERSON AUTHORIZED

TO SIGN OFFER:

*[Signature]* *9/30/2015*  
SIGNATURE OFFEROR DATE

PRINTED NAME: *Matt Wilkinson*

PRINTED TITLE: *Municipal Sales*

NOTIFICATION OF AWARD

ACCEPTANCE AS TO ITEM(S) NUMBERED:

(VC No. )

(THIS SECTION FOR COUNTY USE ONLY)

COUNTY OF SAN DIEGO

By: *John M. Pellegrino* DATE: \_\_\_\_\_  
JOHN M. PELLEGRINO, DIRECTOR  
DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT

AWARD No.

NAME AND TITLE OF PROCUREMENT SPECIALIST

**SUBMIT THIS COMPLETED FORM AS PAGE 1 OF THE BID**

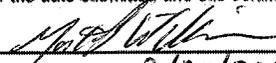
**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

1. **BUSINESS TYPE**  
 For-profit  Non-profit  Government  
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**  
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors.
3. **BUSINESS REPRESENTATION**  
 Offeror represents as a part of this offer that the ownership, operation, and control of the business are:
  - 3.1. Are you a small business with:  
 100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees?  Yes  No
  - 3.2. Are you a local business with a physical address within the County of San Diego?  Yes  No
  - 3.3. Are you certified by the State of California as a:
    - Disabled Veteran Business Enterprise (DVBE)  
 Certification #: N/A
    - Small Business Enterprise (SBE)  
 Certification #: N/A
 See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.  
<http://www.dgs.ca.gov/bd/Programs/QSDS.aspx>
  - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %
4. **CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**  
 Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
  - 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
  - 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and
- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.
- 4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
- 4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.
5. **CERTIFICATE OF CURRENT COST OR PRICING**  
 This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.
6. **CERTIFICATE OF INDEPENDENT PRICING**  
 By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:
  - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
  - 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
  - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Matt Wilkinson Signature:   
 Title: Municipal Sales Date: 9/30/2015  
 Company/Organization: Ferguson Waterworks

**SUBMIT THIS COMPLETED FORM AS PAGE 2 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – INDEMNIFICATION AGREEMENT**

THE FOLLOWING INDEMNIFICATION AGREEMENT IS TO BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER.

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Ferguson Waterworks ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

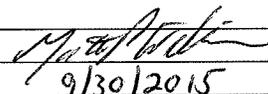
WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq.. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
  - a. Offeror fails to comply with the terms and conditions of this Agreement; or
  - b. Offeror provides the County with written notice that some or all of the records may be released; or
  - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

**OFFEROR**

Name: <u>Matt Wilkinson</u>	Signature: 
Title: <u>Municipal Sales</u>	Date: <u>9/30/2015</u>
Company/Organization: <u>Ferguson Waterworks</u>	

**SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – PRICING SCHEDULE**

**COUNTY OPTION 1: OCTOBER 1, 2016 – SEPTEMBER 30, 2017**

	<b>EROSION CONTROL MATERIAL (DELIVERED)</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	STRAW WATTLES 8' X 25' (16 PER PALLET)	1	PALLET	\$ 15.95	\$ 255.20
2	WOOD STAKES FOR STRAW WATTLES, 18" LONG (50 PER BUNDLE)	1	BUNDLE	\$ 12.00	\$ 12.00
3	STRAW MAT 8' X 112.5', TWO SIDE STRAW BLANKET	1	EACH	\$ 36.50	\$ 36.50
4	11 GA. JUTE MESH STAPLES 6" X 1" X 6" (1000 PER BOX)	1	BOX	\$ 33.00	\$ 33.00
5	EMPTY POLY SAND BAGS 14" X 26", 1600 HR. UV POLY (1000 PER BUNDLE)	1	BUNDLE	\$ .19	\$ 190.00
6	EMPTY BURLAP GRAVEL BAGS 17" X 34" (1000 PER BUNDLE)	1	BUNDLE	\$ .67	\$ 670.00
7	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 14" X 26" (250 PER BOX)	1	BOX	\$ .93	\$ 232.50
8	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 17" X 27" (250 PER BOX)	1	BOX	\$ .95	\$ 237.50
9	VISQUEEN 100' X 20' X 10 MIL, UV RATED, CLEAR	1	ROLL	\$ 85.00	\$ 85.00
10	FILLED POLY SANDBAGS, 35 LB, 1600 HR UV POLY, (100 PER PALLET)	1	PALLET	\$ 2.45	\$ 245.00
11	FILLED BURLAP GRAVEL BAGS, 35 LB, (100 PER PALLET)	1	PALLET	\$ 2.45	\$ 245.00
12	SHIPPING PER TRUCK LOAD	1	LOAD	\$ 0	\$ 0
13	SHIPPING PER TRUCK LOAD TO DIVISION II	1	LOAD	\$ 0	\$ 0
<b>COUNTY OPTION 1 TOTAL: (Transfer Total to Pricing Summary)</b>					\$ 2241.70

**COMPANY NAME:** Ferguson Waterworks  
**SUBMIT THIS COMPLETED FORM AS PAGE 5 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – PRICING SCHEDULE**

**BASE TERM: DATE OF AWARD – SEPTEMBER 30, 2016**

	<b>EROSION CONTROL MATERIAL (DELIVERED)</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	STRAW WATTLES 8' X 25' (16 PER PALLET)	1	PALLET	\$ 15.50	\$ 248
2	WOOD STAKES FOR STRAW WATTLES, 18" LONG (50 PER BUNDLE)	1	BUNDLE	\$ 11.50	\$ 11.50
3	STRAW MAT 8' X 112.5', TWO SIDE STRAW BLANKET	1	EACH	\$ 36. <sup>00</sup>	\$ 36. <sup>00</sup>
4	11 GA. JUTE MESH STAPLES 6" X 1" X 6" (1000 PER BOX)	1	BOX	\$ 32. <sup>00</sup>	\$ 32. <sup>00</sup>
5	EMPTY POLY SAND BAGS 14" X 26", 1600 HR. UV POLY (1000 PER BUNDLE)	1	BUNDLE	\$ .19	\$ 190. <sup>00</sup>
6	EMPTY BURLAP GRAVEL BAGS 17" X 34" (1000 PER BUNDLE)	1	BUNDLE	\$ .64	\$ 640. <sup>00</sup>
7	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 14" X 26" (250 PER BOX)	1	BOX	\$ .89	\$ 222.50
8	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 17" X 27" (250 PER BOX)	1	BOX	\$ 1. <sup>00</sup>	\$ 250. <sup>00</sup>
9	VISQUEEN 100' X 20' X 10 MIL, UV RATED, CLEAR	1	ROLL	\$ 84. <sup>00</sup>	\$ 84. <sup>00</sup>
10	FILLED POLY SANDBAGS, 35 LB, 1600 HR UV POLY, (100 PER PALLET)	1	PALLET	\$ 2.40	\$ 240. <sup>00</sup>
11	FILLED BURLAP GRAVEL BAGS, 35 LB, (100 PER PALLET)	1	PALLET	\$ 2.40	\$ 240. <sup>00</sup>
12	SHIPPING PER TRUCK LOAD TO DIVISION I	1	LOAD	\$ X	\$ X
13	SHIPPING PER TRUCK LOAD TO DIVISION II	1	LOAD	\$ X	\$ X
<b>INITIAL TERM TOTAL:</b> (Transfer Total to Pricing Summary)					\$ 2194. <sup>00</sup>

**COMPANY NAME:** Ferguson Waterworks  
**SUBMIT THIS COMPLETED FORM AS PAGE 4 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – PRICING SCHEDULE**

**COUNTY OPTION 2: OCTOBER 1, 2017 – SEPTEMBER 30, 2018**

	EROSION CONTROL MATERIAL (DELIVERED)	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	STRAW WATTLES 8' X 25' (16 PER PALLET)	1	PALLET	\$ 15. <sup>95</sup>	\$ 255. <sup>20</sup>
2	WOOD STAKES FOR STRAW WATTLES, 18" LONG (50 PER BUNDLE)	1	BUNDLE	\$ 12. <sup>00</sup>	\$ 12. <sup>00</sup>
3	STRAW MAT 8' X 112.5', TWO SIDE STRAW BLANKET	1	EACH	\$ 37. <sup>50</sup>	\$ 37. <sup>50</sup>
4	11 GA. JUTE MESH STAPLES 6" X 1" X 6" (1000 PER BOX)	1	BOX	\$ 34. <sup>00</sup>	\$ 34. <sup>00</sup>
5	EMPTY POLY SAND BAGS 14" X 26", 1600 HR. UV POLY (1000 PER BUNDLE)	1	BUNDLE	\$ .20	\$ 200. <sup>00</sup>
6	EMPTY BURLAP GRAVEL BAGS 17" X 34" (1000 PER BUNDLE)	1	BUNDLE	\$ .72	\$ 720. <sup>00</sup>
7	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 14" X 26" (250 PER BOX)	1	BOX	\$ 1.05	\$ 262. <sup>50</sup>
8	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 17" X 27" (250 PER BOX)	1	BOX	\$ 1.05	\$ 262. <sup>50</sup>
9	VISQUEEN 100' X 20' X 10 MIL, UV RATED, CLEAR	1	ROLL	\$ 95. <sup>00</sup>	\$ 95. <sup>00</sup>
10	FILLED POLY SANDBAGS, 35 LB, 1600 HR UV POLY, (100 PER PALLET)	1	PALLET	\$ 2. <sup>55</sup>	\$ 255. <sup>00</sup>
11	FILLED BURLAP GRAVEL BAGS, 35 LB, (100 PER PALLET)	1	PALLET	\$ 2. <sup>55</sup>	\$ 255. <sup>00</sup>
12	SHIPPING PER TRUCK LOAD	1	LOAD	\$ 0	\$ 0
13	SHIPPING PER TRUCK LOAD TO DIVISION II	1	LOAD	\$ 0	\$ 0
<b>COUNTY OPTION 2 TOTAL:</b> <i>(Transfer Total to Pricing Summary)</i>					\$ 2388. <sup>70</sup>

**ESTIMATED QUANTITIES:** The estimated quantities in section "A", pricing schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical use. If the County's actual requirements do not result in actual quantities described as "estimated" in the pricing schedule, that fact shall not constitute the basis for price adjustment. All tasks will be billed at the price per unit figure listed on the pricing schedule.

COMPANY NAME: Ferguson Waterworks  
**SUBMIT THIS COMPLETED FORM AS PAGE 6 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – PRICING SCHEDULE**

---

**PRICING SUMMARY**

EROSION CONTROL MATERIAL		BASE TERM PERIOD	FIRST OPTION PERIOD	SECOND OPTION PERIOD	TOTAL OF ALL TERM PERIODS (BASIS FOR AWARD)
1	EROSION CONTROL MATERIAL (DELIVERED)	\$2241. <sup>70</sup>	\$2194. <sup>00</sup>	\$2388. <sup>70</sup>	\$6824. <sup>40</sup>

COMPANY NAME: Ferguson Waterworks  
**SUBMIT THIS COMPLETED FORM AS PAGE 7 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – DESIGNATION OF SUBCONTRACTORS**

Set forth below is the full name and the location of the place of business and the California contractor license number of each Subcontractor whom the Contractor proposes to subcontract portions of the work in excess of one-half of one percent, and the portion of the work which will be done by each Subcontractor for each subcontract.

**NOTE:** The Bidder understands that if the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices act (Section 4100 et seq. of the California Public Contract Code).

The "Business Name and Address", California contractor license number, and "Portion of Work to be Subcontracted" that will be done by each subcontractor are required at time of bid. The remainder of the information shall be submitted by email to the listed contact for this solicitation within 24 hours of bid submittal.

If no subcontractors are to be employed on the project, enter the word "NONE".

PORTION OF WORK TO BE SUBCONTRACTED			SUBCONTRACTOR		
Item #	Description of Work	% of Total Contract	Business Name and Address	License #, Classification(s), and Expiration Date	DIR Registration No.
		N/A			

Total Percent SUBCONTRACTED: \_\_\_\_\_

**SUBMIT THIS COMPLETED FORM AS PAGE 8 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – DESIGNATION OF SUBCONTRACTORS**

N/A

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)

CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:					
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS		
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS		
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS		
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS		
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS		
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER		
<input type="checkbox"/> TILE WORKERS					

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)

CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:					
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS		
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS		
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS		
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS		
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS		
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER		
<input type="checkbox"/> TILE WORKERS					

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)

CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:					
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS		
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS		
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS		
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS		
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS	<input type="checkbox"/> ROOFERS		
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER		
<input type="checkbox"/> TILE WORKERS					

**SUBMIT THIS COMPLETED FORM AS PAGE 9 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – DVBE “GOOD FAITH EFFORT” PACKAGE**

**COUNTY OF SAN DIEGO**  
**BIDDER/OFFEROR DVBE INFORMATION**  
**(DUE WITHIN TWO (2) DAYS OF BID OPENING)**

DATE: \_\_\_\_\_ Bid/Offer No.: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ Project/Activity No.: \_\_\_\_\_

BIDDER/OFFEROR: \_\_\_\_\_

BIDDER/OFFEROR REPRESENTATIVE: \_\_\_\_\_

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
		N/A	
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR/VENDOR)			\$

**COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.**

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3%
	$\text{_____} \times 100 = \text{_____}\%$	*See DVBE Participation information sections for further information.

---

**REQUEST FOR BID (RFB) 7094  
DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION  
EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS  
SECTION A – DVBE “GOOD FAITH EFFORT” PACKAGE**

---

**COUNTY OF SAN DIEGO  
DVBE “Good Faith Effort” Package  
  
Documentation of Good Faith Effort  
(Due within two (2) days of bid opening)**

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” estimated by the County to be between \$500,000 and \$1 million.

Date: \_\_\_\_\_ N/A \_\_\_\_\_ Bid/Offer No.: \_\_\_\_\_  
Project Title: \_\_\_\_\_ Project/Activity No. : \_\_\_\_\_  
Bidder/Offeror: \_\_\_\_\_  
Bidder/Offeror Representative: \_\_\_\_\_

Please check off the following to insure you have included them in your documentation:

- Documentation of “Good Faith Effort” (3 pages including this page)
  
- Attachment of Any Additional Supporting Documentation

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – DVBE “GOOD FAITH EFFORT” PACKAGE**

**COUNTY OF SAN DIEGO**  
**DOCUMENTATION OF GOOD FAITH EFFORT**

A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal for participation in this contract along with dates.

Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		<input type="checkbox"/> Yes <input type="checkbox"/> No
13.		<input type="checkbox"/> Yes <input type="checkbox"/> No
14.		<input type="checkbox"/> Yes <input type="checkbox"/> No
15.		<input type="checkbox"/> Yes <input type="checkbox"/> No

B. Solicitations  
DVBE Solicitation Sample:  
Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.



---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID AND**  
**PRE-AWARD SURVEY REQUIREMENTS**

---

**A. PRICING YOUR BID**

1. Bid on each item separately. Prices should be stated per unit(s) specified herein. Bids that are materially unbalanced will be rejected as non-responsive.
2. All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
3. Unless otherwise specified, prices bid herein should not include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must not be included in invoices.
4. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by persons signing the bid.
5. Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.

**B. SUBMITTING YOUR BID**

1. RFB NO. 7094 shall normally be made available on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. Firms may request a hard copy from Purchasing and Contracting Clerical Section (858-505-6367).
2. Submit the following documents with your bid:
  - Completed PC 600;
  - Completed Representations and Certifications;
  - Completed Indemnification Agreement
  - Completed Pricing Schedule;
  - Completed Designation of Subcontractors Form;

Submit the following documents in accordance with Item D of this Section:

- Completed Bidder/Offeror DVBE Information;
- Completed DVBE "Good Faith Effort" Package

Each bid must be in a separate sealed envelope with bid number on the outside and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), **5560 Overland Avenue, Suite 270, San Diego, CA 92123, no later than 11:00 a.m. on October 1, 2015**. Bids will be publicly opened at that time.

3. Failure to bid on authorized County form may be cause for rejection of bid.
4. Any bid received at the office designated in the solicitation after the exact time for receipt will be rejected as a late bid, will not be considered for award, and will be returned to the bidder unopened.
5. If you do not bid, please return the cover sheet and state reason for not bidding.
6. No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the Contracting Officer **no later than 5:00 PM local time on September 28, 2015**.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID AND**  
**PRE-AWARD SURVEY REQUIREMENTS**

---

7. Any vendor who wishes to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County Purchasing Director within 24 hours after bid opening.
8. Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Furthermore, all specification requirements must be met unless the language of the Request for Bid states that alternate specifications/bids will be considered.
10. Written addenda to the RFB may be issued to provide clarifications or corrections. **Addenda to this solicitation will be posted on the County of San Diego's BuyNet site <http://buynet.sdcountry.ca.gov>. It is the offeror's responsibility to check for addenda. The master copy of the solicitation posted to the website shall be considered the original. If a prospective offeror cannot download the solicitation or any document posted thereto, contact Contracts Clerical Support at 858-505-6367 and a hard copy will be mailed to you or you may pick it up at our office.**
11. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.
12. All bids must show the firm's legal name and be signed by an authorized officer or employee of that firm. Obligations assumed by such signature must be fulfilled.

**C. EVALUATION AND AWARD**

1. Bids are subject to acceptance at any time within ninety (90) days after opening of same, unless otherwise stipulated by the County.
2. In determining the lowest bid, only discounts of thirty (30) days or more will be considered. Discounts will be calculated from receipt and acceptance of a properly prepared invoice.
3. Award(s) will be made by the County Purchasing and Contracting Department, as stated on the Pricing Schedule to the lowest responsive, responsible bidder(s) in order from lowest bid to highest, based on the total extended price. Unbalanced bidding will be cause for the entire bid to be rejected. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
4. The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
5. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "total" column, then the amount set forth in the "total" column for the item shall prevail in accordance with the following:
  1. As to lump sum items, the amount set forth in the "total" column shall be the unit price.
  2. As to unit basis items, the amount set forth in the "total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
6. The County will conduct a pre-award survey of the apparent low bidder. This survey will be used to determine the bidders' capacity to perform under this contract. Items that may be considered include but are not limited to insurability, equipment, staffing, experience, and references.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID AND**  
**PRE-AWARD SURVEY REQUIREMENTS**

---

7. Modifications, changes, or additions to the Bid Schedule may be considered an irregularity. Erasures or corrections in preparing the bids must be initialed by the person(s) signing the Bid. Alternate bids will not be considered unless called for.

**D. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION**

1. The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE). County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcounty.ca.gov/cob/policy/index.html#>. Information concerning California State Certified DVBE sources or programs may be found at <http://www.pd.DPWR.ca.gov>. County DVBE policy requirements shall prevail over the State of California DVBE program requirements.

Board Policy B-39a further requires a DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also known as As-Needed Services Contracts), the 3% participation will be applied to the value of each individual task order. For purposes of clarification, each individual task order is considered a Service contract for purposes of DVBE requirements.

For all service procurements, DVBE documentation shall be submitted within two (2) business days of offer submittal. In the case of indefinite delivery/indefinite quantity Service contracts, DVBE documentation shall be submitted with the response to each individual task order. DVBE documentation, which includes the Bidder DVBE Information Form and the "Good Faith Effort" Package, is contained within this solicitation.

Failure to provide evidence of a good-faith effort to comply with the 3% DVBE participation may be deemed non-responsive and may not be considered for contract award.

**E. PROTEST PROCEDURES**

1. Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.
2. Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Office of the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.
3. For purposes of clarification regarding Board of Supervisors Policy "A-97, Protest Procedures for Award of Contracts" the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT("NOI").

**E. TAX INFORMATION**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID AND**  
**PRE-AWARD SURVEY REQUIREMENTS**

---

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**Franchise Tax Board Websites:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

**Submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.**

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

1. **DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

2. **DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED** (Rev. 11/97)

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

3. **ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid 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) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

4. **CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

5. **FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the event of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

6. **INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

7. **TERMINATION FOR DEFAULT**

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

conformance to specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 7.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 7.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**8. TERMINATION FOR CONVENIENCE**

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 8.1. The unit or pro rata price for the delivered and accepted portion.
- 8.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 8.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 8.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**9. TITLE**

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

**10. VARIATIONS IN SPECIFICATIONS**

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

**11. HAZARDOUS SUBSTANCES (July 2008)**

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

**12. PROHIBITED CONTRACTS**

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 12.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 12.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 12.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- 12.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

**13. ESTIMATED QUANTITIES**

The Estimated Quantities in Section "A", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

**14. AVAILABILITY OF FUNDING**

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

**15. INSPECTION OF SERVICE/MATERIALS/SUPPLIES**

- 15.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.

- 15.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

#### **16. DISPUTES**

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.

- 16.1. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

#### **17. CHANGES**

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

**18. ASSIGNABILITY**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

**19. INDEMNITY**

County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.

**20. CONDUCT OF CONTRACTOR**

- 20.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 20.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 20.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.
- 20.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

**21. DISALLOWANCE**

In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

**22. GOVERNING LAW**

This contract shall be construed and interpreted according to the laws of the State of California.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

**23. AUDIT AND INSPECTION OF RECORDS**

- 23.1. General. The County shall have the audit and inspection rights described in this section.
- 23.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 23.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:
- 23.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 23.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.
- 23.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

**24. PATENT AND COPYRIGHT INFRINGEMENT**

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

**25. CONTRACTOR REPRESENTATION**

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

**26. WARRANTY**

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

**27. PERMITS, NOTICES, FEES AND LAWS**

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

**28. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH**

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

**29. FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**30. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**31. NOTICE**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

**32. PRODUCT IDENTIFICATION AND LABELING**

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

**33. DRUG & ALCOHOL FREE WORKPLACE**

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

33.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:

33.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

- 33.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 33.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
- 33.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 33.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 33.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

**34. ORDERING WITH BLANKET PURCHASE AGREEMENT**

A blanket purchase agreement for the estimated requirements will be sent to the successful bidder. This will authorize the acceptance of releases from designated County departments for their requirements. The vendor shall complete delivery of items ordered to destinations set forth in the release. Each release shipment shall be accompanied by a priced invoice itemizing all material. Partial shipments are not acceptable when ordered by release. Site contact will provide a task order form to the Contractor, as needed, prior to requested pickup or delivery, see Section C, Exhibit A - Statement of Work - Attachments 1 Task Order Process & Attachment 2 – Sample Task Order Form.

**35. INVOICES**

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

**36. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

**37. SEVERABILITY**

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C – STANDARD TERMS AND CONDITIONS**

---

**AGREEMENT TERM.** This Agreement shall be effective from Date of Award (“Effective Date”) and end on August 31, 2016 (“Initial” Term”), a period of 12 months.

**OPTION TO EXTEND.** The County’s option to extend is for one (1) increment of one (1) year each for a total of two (2) years beyond the execution of the Initial Term, not to exceed August 31, 2018, pursuant to Exhibit A Statement of Work and Exhibit C Pricing Schedule. The County will notify Contractor in writing, not less than 15 days prior to the expiration date of the contract term that they intend to renew the Agreement. All contract documents required to continue contract services shall be submitted to the County at time of any and all option renewal(s).

Options To Extend for One to Six Additional months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. The County will notify Contractor in writing, not less than 15 days prior to the expiration date of the contract term that they intend to extend the Agreement.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A – STATEMENT OF WORK**

The County of San Diego, Roads Division require various erosion control materials listed below to be delivered on an as-needed basis:

Straw Wattles 8' X 25'
Wood stakes for straw wattles, 18" long (50 per bundle)
Straw mat 8' X 112.5', two side straw blanket (each)
11 ga. Jute mesh staples 6" X 1" X 6" (1000 per box)
Empty Poly sand bags 14" X 26", 1600 hr. UV Poly (1000 per bundle)
Empty burlap gravel bags 17" X 34" (1000 per bundle)
Empty high density poly ethylene gravel bags 14" X 26" (250 per box)
Empty high density poly ethylene gravel bags 17" X 27" (250 per box)
Visqueen 100' X 20' X 10 mil, UV rated, clear (each)
Filled Poly Sandbags, 35 lb, 1600 hr UV poly, (100 ea per pallet)
Filled burlap gravel bags, 35 lb, (100 ea per pallet)

- There is no guaranteed quantity to this contract
- **Vendor must accept empty return pallets upon request**

**Delivery**

- Actual quantities and location of deliveries will be specified at time of order.
- Delivery cost is per truckload.
- Working hours for acceptance of deliveries will be Tuesday through Friday, 6:30 a.m. – 4:30 p.m.

Delivery will be made to:

**DIVISION 1**

County of San Diego  
 Department of Public Works  
 Division 1 Headquarters  
 11970 Singer Ln.  
 Spring Valley, Ca 91978

**DIVISION 2**

County of San Diego  
 Department of Public Works  
 Division 2 Headquarters  
 1579 Osage St.  
 San Marcos, Ca. 92078

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A – STATEMENT OF WORK**

---

**Invoicing**

Invoices must include the date of delivery, delivery site address, and quantity delivered. Cost of material and delivery must be listed separately.

Invoices will be sent to:

**DIVISION 1**

County of San Diego  
Department of Public Works  
Division 1 Headquarters  
11970 Singer Ln.  
Spring Valley, Ca 91978  
Attn: Accounts Payable

**DIVISION 2**

County of San Diego  
Department of Public Works  
Division 2 Headquarters  
1579 Osage St.  
San Marcos, Ca. 92078  
Attn: Accounts Payable

**PRODUCT SPECIFICATIONS**

**1. EMPTY BURLAP GRAVEL BAGS**

Vendor shall certify that their gravel bags meet the following minimum specifications:

- Fabric: Burlap to contain ultraviolet resistance to retain 70% strength after 1600 hours exposure to accelerated weathering.
- Minimum Fabric Weight = 4 ounce / sq. yd.
- Manufacture Workmanship: All unsewn raw edges to be hemmed.
- Bag Size
- Width: 14"
- Length: 26"
- Depth: 3"-4" filled
- Bag dimensions are nominal, and may vary based on locally available materials.
- Performance: Drop Resistance Test: The gravel bag filled with 5 inches from the opening with Class 2 (1 inch minus) clean dry gravel shall withstand three consecutive 36 inch free fall drops onto a hard unyielding surface without rupture of fabric on seams. Drops to be onto face, side, and butt.
- Tie String: Jute or polypropylene sufficiently strong to tie finished bag without breaking. Tie to be affixed to bag edge 5 inches from top of bag.

**PACKAGING:**      Bags are to be packaged in bundles of 1000 each.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A – STATEMENT OF WORK**

---

**2. EMPTY SANDBAGS**

Vendor shall certify that their sandbags meet the following minimum specifications:

- Fabric: Sandbag shall be woven polypropylene, polyethylene or polyamide fabric and contain ultraviolet resistance to retain 70% strength after 1600 hour exposure to accelerated weathering.
- Workmanship: All unsewn raw edges to be hemmed or heat cut.
- Minimum Fabric Weight = 4 ounce / sq. yd.
- Bag Size
- Width: 14"
- Length: 26"
- Bag dimensions are nominal, and may vary based on locally available materials.
- Performance: Drop Resistance Test: The sandbag filled with 44 lbs of clean dry sand shall withstand three consecutive 36 inch free fall drops onto a hard unyielding surface without rupture of fabric on seams. Drops to be onto face, side, and butt.
- Tie String: Jute or polypropylene sufficiently strong to tie finished bag without breaking. Tie to be affixed to bag edge 5 inches from top of bag.

**PACKAGING:**      Bags are to be packaged in bundles of 1,000 each.

**3. EMPTY HIGH DENSITY POLYETHYLENE GRAVEL BAGS**

Vendor shall certify that their sandbags meet the following minimum specifications:

- Fabric: Gravel bag shall be woven high density polyethylene fabric and contain ultraviolet resistance to retain 70% strength after 1600 hour exposure to accelerated weathering.
- Workmanship: All unsewn raw edges to be hemmed or heat cut.
- Minimum Fabric Weight = 5 ounce / sq. yd.
- Bag Size
- Width: 17"
- Length: 27"
- Bag dimensions are nominal, and may vary based on locally available materials.
- Performance: Drop Resistance Test: The gravel bag filled 5 inches from the opening with class 2 (1 inch minus) clean dry gravel shall withstand three consecutive 36 inch free fall drops onto a hard unyielding surface without rupture of fabric on seams. Drops to be onto face, side, and butt.

**PACKAGING:**      Bags are to be packages of 250 each per box.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A – STATEMENT OF WORK**

---

**4. FIBER ROLLS AND STAKES**

Vendor shall certify that their fiber rolls and stakes meet the following minimum specifications:

- Fiber Rolls: Prefabricated 8" X 25' weed free straw wattle. The rolls shall be bound with ultraviolet (UV) degradable netting.
- Stakes: Wood, 18" long, 8 per fiber roll

**PACKAGING:** Stakes are to be packaged in bundles of 50. Straw Wattles will be palletized and shrink wrapped in bundles of 16 per pallet

**5. FILLED GRAVEL BAGS**

Vendor shall certify that their gravel bags meet the following minimum specifications:

- Fabric: Burlap to contain ultraviolet resistance to retain 70% strength after 1600 hours exposure to accelerated weathering.
- Minimum Fabric Weight = 4 ounce / sq. yd.
- Manufacture Workmanship: All unsewn raw edges to be hemmed.
- Bag Size
- Width: 14"
- Length: 26"
- Depth: 3"-4" filled
- Bag dimensions are nominal, and may vary based on locally available materials.
- Performance: Drop Resistance Test: The gravel bag filled 5 inches from the opening with Class 2 (1 inch minus) clean dry gravel shall withstand three consecutive 36 inch free fall drops onto a hard unyielding surface without rupture of fabric on seams. Drops to be onto face, side, and butt.
- Tie String: Jute or polypropylene sufficiently strong to tie finished bag without breaking. Tie to be affixed to bag edge 5 inches from top of bag.
- Finished bags to be filled with Class 2 (1 inch minus) gravel and tied.

**PACKAGING:** Filled bags are to be stacked on pallets and shrink wrapped.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A – STATEMENT OF WORK**

---

**6. FILLED SANDBAGS**

Vendor shall certify that their sandbags meet the following minimum specifications:

- Fabric: Sandbag shall be woven polypropylene, polyethylene or polyamide fabric and contain ultraviolet resistance to retain 70% strength after 1600 hour exposure to accelerated weathering.
- Workmanship: All unsewn raw edges to be hemmed or heat cut.
- Minimum Fabric Weight = 4 ounce / sq. yd.
- Bag Size
- Width: 14"
- Length: 26"
- Bag dimensions are nominal, and may vary based on locally available materials.
- Performance: Drop Resistance Test: The sandbag filled with 44 lbs of clean, dry sand shall withstand three consecutive 36 inch free fall drops onto a hard unyielding surface without rupture of fabric on seams. Drops to be onto face, side, and butt.
- Tie String: Jute or polypropylene sufficiently strong to tie finished bag without breaking. Tie to be affixed to bag edge 3 to 4 inches from top of bag.
- Finished bags shall be filled to a depth of 5 inches from the top with SE 30 sand and tied.

**PACKAGING:** Filled bags are to be stacked on pallets and shrink wrapped.

---

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A- STATEMENT OF WORK**  
**ATTACHMENT 1 - TASK ORDER PROCESS**

---

1. Department will provide a copy of the task order form and Statement of Work to the Contractor as services or materials are needed, at least 24 hours prior to start of work in each work area, see Attachment 2 - Sample Task Order Form.
2. Contractor will provide requestor a quote or proposal based upon the task order request.
3. Requestor will submit the original task order form along with the Contractor's quote or proposal, any additional pertinent information, and any required supplemental forms to the Contracting Officer's Representative (COR).
4. COR will review documents to ensure the task requested is in compliance with contract scope, limits, DVBE requirements, and includes all required supplemental forms.
5. If task requested complies with contract terms & conditions and scope, COR will enter a release in Oracle for the work and provide notice to contractor to proceed with work.

**HELPFUL REMINDERS WHEN ISSUING TASK ORDERS**

- A task order form and statement of work are required for every request of contractor.
- Minor Labor Forms are required when service or installation is involved.  
[http://insite.sdcounty.ca.gov/csg/pc/Documents/p-card\\_release\\_of\\_liability\\_form\\_minor.pdf](http://insite.sdcounty.ca.gov/csg/pc/Documents/p-card_release_of_liability_form_minor.pdf)
- DVBE Forms may be used in accordance with Board Policy B-39a as stated on the sample task order form.
  - [http://insite.sdcounty.ca.gov/csg/pc/Documents/p\\_cg\\_c0015\\_attachment\\_a.pdf](http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_a.pdf)
  - [http://insite.sdcounty.ca.gov/csg/pc/Documents/p\\_cg\\_c0015\\_attachment\\_b.pdf](http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_b.pdf)
  - [http://insite.sdcounty.ca.gov/csg/pc/Documents/p\\_cg\\_c0015\\_attachment\\_c.pdf](http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_c.pdf)
- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$25,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$25,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$25,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.
- Task orders are subject to audit by Purchasing & Contracting which may be conducted at any time during the duration of the contract.

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT A- STATEMENT OF WORK**  
**ATTACHMENT 2 – SAMPLE TASK ORDER FORM**

**SERVICES TASK ORDER**

COUNTY OF SAN DIEGO  
DEPARTMENT OF XXX

Address \_\_\_\_\_

CONTRACTOR: _____	CONTRACT NO: _____
REQUEST DATE: _____	CONTRACT DATE: _____
TASK ORDER NO: _____	PROJECT NO: _____

Description of the Complete Scope of Services: \_\_\_\_\_

**Check One:**     Standard Priority         High Priority

Board Policy B-39a requires DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also referred to as As-Needed Services Contracts), the 3% DVBE participation will be applied to the value of each individual task order. DVBE documentation shall be submitted with the response to each individual task order. DVBE participation is always encouraged, but not required for task orders less than one million.

Total Cost of Task Order Services: \$ \_\_\_\_\_    **Check One:**     Firm Price     Not to Exceed Estimate

Other services required to complete this project: \_\_\_\_\_

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Task Order. Contractor shall accept \$ \_\_\_\_\_ as full payment for the provision of these services and shall complete these services by \_\_\_\_\_.

**CONTRACTOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_

**PROJECT MANAGEMENT**

Chief, Project Management Division (or other appropriate title)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_

**FISCAL**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_

**COR, Contracting Officer's Representative**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_

DISTRIBUTION:     COR (*Original*)     Contractor     Project Manager     Fiscal Unit

Attached: DVBE Submittal Forms

- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$25,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$25,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$25,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR**

---

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

**1. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non- owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

**2. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

**3. Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**4. Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- A. Additional Insured Endorsement  
Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.
- B. Primary Insurance Endorsement  
For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Notice of Cancellation  
Notice of Cancellation shall be provided in accordance with policy provisions.
- D. Severability of Interest Clause  
Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION C EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR**

---

**GENERAL PROVISIONS**

**5. Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

**6. Evidence of Insurance**

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

**7. Failure to Obtain or Maintain Insurance; County's Remedies**

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

**8. No Limitation of Obligations**

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

**9. Review of Coverage**

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

**10. Self-Insurance**

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

**11. Subcontractors' Insurance**

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

**12. Waiver of Subrogation**

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

Attached you will find State of California Forms 590 and 587. Please review and complete the appropriate form and return a soft copy to the attention of the buyer via email at: [Kymeshia.Morris@sdcountry.ca.gov](mailto:Kymeshia.Morris@sdcountry.ca.gov) or fax to (858) 715-6452.

If you have already received a waiver or a reduced withholding response from the State of California, send a soft copy of the State of California response from form 588 or 589 to the buyer via email or fax. That response, if current, will be acceptable in lieu of form 590 or 587.

If neither form is applicable to you and you are going to apply for a waiver or a reduced withholding to the State of California, but have not yet done so or have not received a response, please sign, date and note on the form 590 which State of California waiver you are applying for or is pending. This will advise the County of San Diego that we should expect follow up documentation from your company.

The buyer cannot give you any tax advice, you are recommended to speak with your tax adviser and/or the State of California to get guidance.

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**Ferguson Enterprises Inc**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**12500 Jefferson Avenue**

City, state, and ZIP code  
**Newport News VA 23602**

List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
<b>54-1211771</b>

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person **Cynthia M. Ayer** Date **9-17-15**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

YEAR

20

**Withholding Exemption Certificate**

CALIFORNIA FORM

**590**

(This form can only be used to certify exemption from nonresident withholding under California R&amp;TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent.  
(Please type or print)Withholding agent's name  
County of San Diego

Vendor/Payee's name

Ferguson Waterworks

Vendor/Payee's  Social security number  
 SOS no.  California corp. no.  FEIN

54-1211771

Note:  
Failure to furnish your  
identification number will  
make this certificate void.

Vendor/Payee's address (number and street)

11909 Tech Center Court

APT no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

(858) 391-3700

City

Poway

State

CA

ZIP Code

92064

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

 **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

 **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

 **Partnerships:**The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership. **Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

 **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

 **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 **California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

 **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**CERTIFICATE:** Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print)

Ma H Wilkinson

Municipal Sales

Vendor/Payee's signature



Date

9/30/2015

# Instructions for Form 590

## Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

### General Information

#### A Purpose

Use Form 590 to certify an exemption from nonresident withholding. Complete and present Form 590 to the withholding agent. The withholding agent will then be relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

**Important – This form cannot be used for exemption from wage withholding. Any questions regarding wage withholding should be directed to the California Employment Development Department.**

Do not use Form 590 if you are a seller of California real estate. Sellers of California real estate should use Form 593-C, Real Estate Withholding Certificate.

#### B Law

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of this state.

Withholding is required on:

- Payments to nonresidents for services rendered in California;
- Distributions of California source income made to domestic nonresident partners and members and allocations of California source income made to foreign partners and members;
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business;
- Payments to nonresidents for royalties for the right to use natural resources located in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Prizes and winnings received by nonresidents for contests in California.

For more information on withholding and waiver requests, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, and FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines. To get a withholding publication see General Information G.

#### C Who can Execute this Form

Form 590 can be executed by the entities listed on this form.

**Note:** In a situation where payment is being made for the services of a performing entity, this form can only be completed by the performing entity or the performing entity's partnership or corporation. It cannot be completed by the performing entity's agent or other third party.

**Note:** The grantor of a revocable/grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a revocable/grantor trust and one or

more of the grantors is a nonresident, withholding is required. If all of the grantors of a revocable/grantor trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

#### D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

**Note:** Return visits to California that do not total more than 45 days during any taxable year covered by the employment contract are considered temporary.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse who is absent from California for an uninterrupted period of at least 546 days to accompany a spouse who is under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, or call the Franchise Tax Board at (800) 852-5711 or (916) 845-6500 (not toll-free).

#### E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

#### F Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

**Note:** If the withholding agent has received Form 594, Notice to Withhold Tax at Source, only the performing entity can complete and sign Form 590 as the vendor/payee. If the performing entity completes and signs Form 590 indicating no withholding requirement, you must send a copy of Form 590 with Form 594 to the FTB.

For more information, contact the Nonresident Withholding Section. See General Information G. The vendor/payee must notify the withholding agent if:

- The individual vendor/payee becomes a nonresident;
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California;
- The partnership ceases to have a permanent place of business in California;
- The LLC ceases to have a permanent place of business in California; or
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold. Remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, and complete Form 592, Nonresident Withholding Annual Return, and Form 592-B, Nonresident Withholding Tax Statement. Get Instructions for Forms 592, 592-A, and 592-B for due dates and other withholding information.

#### G Where to get Publications, Forms, and Additional Information

You can download, view, and print FTB Publications 1017, 1023, 1024, and nonresident withholding forms, as well as other California tax forms and publications not related to nonresident withholding from our Website at: [www.ftb.ca.gov](http://www.ftb.ca.gov)

You can also have nonresident withholding forms faxed to you by calling (800) 998-3676. To have publications or forms mailed to you or to get additional nonresident withholding information, please contact the Withholding Services and Compliance Section.

WITHHOLDING SERVICES AND  
COMPLIANCE SECTION  
FRANCHISE TAX BOARD  
PO BOX 651  
SACRAMENTO CA 95812-0651

Telephone: (888) 792-4900  
(916) 845-4900 (not toll-free)  
FAX: (916) 845-9512 (24 hours a day,  
7 days a week)

**Assistance for persons with disabilities:**  
We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments please call TTY/TDD (800) 822-6268.

**Asistencia bilingüe en español**  
Para obtener servicios en español y asistencia para completar su declaración de impuestos/formularios, llame al número de teléfono (anotado arriba) que le corresponde.

# 20 Nonresident Withholding Allocation Worksheet

# 587

## PART I WITHHOLDING AGENT

Withholding agent's name

County of San Diego

Withholding agent's address (number and street)

N/A

APT no.

PMB no.

City

State

ZIP Code

## PART II NONRESIDENT VENDOR/PAYEE (Complete Part II through Part V and return this form to the above withholding agent)

Vendor/payee's name

Owner's full name if sole proprietor

Vendor/payee's address (number and street)

APT no.

PMB no.

City

State

ZIP Code

Social security no.  Corporation no.  FEIN

Secretary of State file no.

Daytime telephone number

Nonresident Vendor/Payee's Entity Type: (Check one)

Individual/Sole Proprietor

Corporation

Partnership

Limited Liability Company (LLC)

Estate or Trust

Tax-Exempt (withholding not required, skip to Part V)

## PART III PAYMENT TYPE

Nonresident Vendor/Payee: (Check one)

Performs services totally outside California (no withholding required, skip to Part V)

Provides only goods or materials (no withholding required, skip to Part V)

Provides goods and services in California (see allocation in Part IV)

Provides services within and outside California (see allocation in Part IV)

Other (Describe) \_\_\_\_\_

**Note to vendor/payee:** If you perform all the services within California, withholding is required on the entire payment for services unless you receive a waiver or reduced withholding authorization from the Franchise Tax Board. For more information, get FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines.

## PART IV INCOME ALLOCATION

Gross payments expected from the above withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total Payments
1 Goods and Services:			
Goods/materials (no withholding required) .....	_____	_____	_____
Services (withholding required) .....	_____	_____	_____
2 Rents on commercial or business property .....	_____	_____	_____
3 Royalties on natural resources .....	_____	_____	_____
4 Prizes and other winnings .....	_____	_____	_____
5 Other payments .....	_____	_____	_____
6 Total payments subject to withholding. Add column (a), line 1 through line 5	_____	_____	_____
Withholding threshold amount:	\$1,500.00		

**Note:** If the amount on line 6, column (a) is \$1,500 or less, no withholding is required. If the amount on line 6, column (a) is greater than \$1,500, withholding is required on the entire amount at the rate of seven percent. If the FTB authorized reduced withholding or waived withholding, attach a copy of the FTB determination letter. See General Information E, Waivers and Reduced Rates.

## PART V CERTIFICATION OF VENDOR/PAYEE

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

Authorized representative's signature

Title

( )

Daytime telephone number

Vendor/Payee's signature

Date

( )

Daytime telephone number

# Instructions for Form 587

## Nonresident Withholding Allocation Worksheet

References in these instructions are to the California Revenue and Taxation Code (R&TC).

### General Information

#### A Purpose

Use Form 587, Nonresident Withholding Allocation Worksheet, to determine if withholding is required on payments to nonresidents.

The vendor/payee should complete, sign, and return Form 587 to the withholding agent. The withholding agent may then rely on the certification made by the vendor/payee to determine if withholding is required, provided the completed and signed Form 587 is accepted in good faith. The completed Form 587 should be retained by the withholding agent for record keeping purposes and be made available to the Franchise Tax Board (FTB) upon request.

Do not use Form 587 if:

- Payment to a nonresident is for the purchase of goods;
- You sold California real estate. In that case, use Form 593-C, Real Estate Withholding Certificate;
- The vendor/payee is a resident of California or is an irrevocable trust that has at least one California resident trustee. In that case, use Form 590, Withholding Exemption Certificate;
- The vendor/payee is a corporation, partnership, or limited liability company (LLC) that has a permanent place of business in California or is qualified to do business in California. In that case, use Form 590; or
- The payment is to an estate and the decedent was a California resident. In that case, use Form 590.

#### B Law

R&TC Section 18662 and the related regulations require withholding of income or franchise tax on certain payments made to nonresidents of California for personal services performed in California and for rents and royalties on property located in California. The withholding rate is seven percent unless the FTB approves a reduced rate or a waiver. See General Information E, Waivers and Reduced Rates.

#### C When to File This Form

The withholding agent should request that the vendor/payee complete, sign, and return Form 587 when a contract is entered into or before payment is made to the vendor/payee. Form 587 will remain valid for the duration of the contract (or term of payments), provided there is no material change in the facts. The vendor/payee, by signing Form 587, agrees to promptly notify the withholding agent of any changes in the facts.

#### D Withholding Requirements

Payments made to nonresident vendors/payees (including individuals, corporations, partnerships, LLCs, estates, and trusts) are subject to withholding. However, no withholding is required if total payments of California source income to the vendor/payee during the calendar year are \$1,500 or less.

Payments subject to withholding include, but are not limited to:

- Payments for services performed in California by nonresidents;
- Rent paid to nonresidents if the rent is paid in the course of the withholding agent's business;
- Royalties paid to nonresidents for the right to use natural resources located in California;
- Payments of prizes for contests entered in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Other payments of California source income made to nonresidents.

Payments not subject to withholding include payments:

- To a resident of California or to a corporation with a permanent place of business in California. See note below;
- To a corporation qualified to do business in California. See note below;
- To a partnership that has a permanent place of business in California. See note below;
- For sale of goods;
- For income from intangible personal property, such as interest and dividends, unless the property has acquired a business situs in California;
- For services performed outside of California;
- To a vendor/payee that is a tax-exempt organization under either California or federal law;
- Representing wages paid to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, contact your local EDD office; or
- To reimburse a vendor/payee for expenses relating to services performed in California if the reimbursement is separately accounted for and not subject to federal Form 1099 reporting. Corporate vendors/payees, for purposes of this exception, are treated as individual persons.

**Note:** If the California resident, qualified corporation, or partnership is acting as an agent for the nonresident payee, the payment is subject to withholding if the nonresident payee does not meet any of the exceptions on Form 590.

#### E Waivers and Reduced Rates

A nonresident vendor/payee may request that income taxes be withheld at a lower rate or waived. A waiver of withholding will generally be granted when a vendor/payee has a current history of filing California tax returns and/or making estimated payments when due. To apply for a withholding waiver to reduce or eliminate withholding, get Form 588, Nonresident Withholding Waiver Request. If the FTB has granted a waiver or authorized a reduced withholding rate, attach a copy of FTB's determination letter to Form 587.

#### F Requirement to File a California Tax Return

A vendor/payee's exemption certification on Form 587 or Form 590 or a determination letter from the FTB waiving withholding does not eliminate the requirement to file a California tax return and pay the tax due. For return filing requirements, see the instructions for Long or Short Form 540NR, California Nonresident or Part-Year Resident Income Tax Return; Form 541, California Fiduciary Income Tax Return; Form 100, California Corporation Franchise or Income Tax Return; or Form 100S, California S Corporation Franchise or Income Tax Return.

#### G Where to get Publications, Forms, and Additional Information

**By Internet:** You can download, view, and print California tax forms and publications from our Website at [www.ftb.ca.gov](http://www.ftb.ca.gov)

**By Phone or Fax:** Nonresident withholding forms may be obtained via Forms-by-Fax by calling (800) 998-3676. To have publications or forms mailed to you, or to get additional nonresident withholding information, please contact the Withholding Services and Compliance Section at the address or automated telephone number below:

WITHHOLDING SERVICES AND  
COMPLIANCE SECTION  
FRANCHISE TAX BOARD  
PO BOX 651  
SACRAMENTO CA 95812-0651

Telephone: (888) 792-4900

(916) 845-4900  
(not toll-free)

FAX: (916) 845-9512  
(24 hours a day)

## H To get Publications, Forms, and Information Unrelated to Nonresident Withholding

**By Automated Phone Service:** Use this service to check the status of your refund, order California and federal tax forms, obtain payment and balance due information, and hear recorded answers to general questions. This service is available 24 hours a day, 7 days a week, in English and Spanish.

From within the  
United States ..... (800) 338-0505  
From outside the  
United States ..... (916) 845-6600  
(not toll-free)

Follow the recorded instructions. Have paper and pencil handy to take notes.

**By Mail:** Please allow two weeks to receive your order. If you live outside of California, please allow three weeks to receive your order. Write to:

TAX FORMS REQUEST UNIT  
FRANCHISE TAX BOARD  
PO BOX 307  
RANCHO CORDOVA CA 95741-0307

**In Person:** Many libraries, post offices, and banks provide free California personal income tax booklets during the filing season. Most libraries and some quick print businesses have forms and schedules to photocopy (a nominal fee may apply).

**Note:** Employees at libraries, post offices, banks, and quick print businesses cannot provide tax information or assistance.

### Assistance for persons with disabilities

We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments, please call:

TTY/TDD ..... (800) 822-6268

**Asistencia para personas discapacitadas.**  
Nosotros estamos en conformidad con el Acta de Americanos Discapacitados. Personas con problemas auditivos pueden llamar al TTY/TDD (800) 822-6268.

## Specific Instructions

### Private Mailbox (PMB) Number

If you lease a private mailbox (PMB) from a private business rather than a PO box from the United States Postal Service, include the box number in the field labeled "PMB no." in the address area.

### Part I – Withholding Agent

The withholding agent must complete Part I before giving Form 587 to the vendor/payee.

### Part II – Nonresident Vendor/Payee

The vendor/payee must complete all information in Part II including the FEIN or social security number and vendor/payee's entity type. No withholding is required if the vendor/payee is a tax-exempt entity. Check the tax-exempt box if the vendor/payee is:

- An entity that is exempt from tax under either California or federal law such as a church, pension, or profit-sharing plan;
- An insurance company, IRA; or
- A federal, state, or local government agency.

Tax-exempt vendors/payees do not need to complete Part III and Part IV, but must complete Part V.

### Part III – Payment Type

The nonresident vendor/payee must check the box that identifies the type of payment being received.

No withholding is required when vendors/payees are residents, qualified corporations, or have a permanent place of business in California.

### Part IV – Income Allocation

Use Part IV to identify payments that are subject to withholding. Only payments sourced within California are subject to withholding. Services performed in California are sourced in California. In the case of payments for services performed when part of the services are performed outside California, enter the amount paid for performing services within California in column (a). Enter the amount paid for performing services while outside California in column (b). Enter the total amount paid for services in column (c).

If the vendor/payee's trade, business, or profession carried on in California is an integral part of a unitary business carried on within and outside California, the amounts included on line 1 through line 5 should be computed by applying the vendor/payee's California apportionment percentage (determined in accordance with the provisions of the Uniform Division of Income for Tax Purposes Act) to the payment amounts. For more information on apportionment, refer to California Schedule R, Apportionment and Allocation of Income.

**Withholding agent.** If the amount on line 6 is greater than \$1,500, the withholding agent must withhold on all payments made to the vendor/payee until the entire amount on line 6 has been withheld upon. If circumstances change during the year (such as the total amount of payments), which would change the amount on line 6, the vendor/payee must submit a new Form 587 to the withholding agent reflecting those changes. The withholding agent should evaluate the need for a new Form 587 when a change in facts occurs.

If a reduced rate was authorized by the FTB, compute the withholding required by applying the authorized rate to the amount on line 6.

### Part V – Certification of Vendor/Payee

Enter your name, title, and daytime telephone number. Sign and date the form and return it to the withholding agent.

Next

Bid



**White Cap**<sup>®</sup>  
CONSTRUCTION SUPPLY



**White Cap**<sup>®</sup>  
CONSTRUCTION SUPPLY

**Jim Preihs**

Product Sales Specialist - SW Reg

phone: 619.590.2001

cell: 619.933.6569

eFax: 855.713.7358

**CLOSED**

430 Raleigh Avenue  
El Cajon, CA 92020

James.Preihs@hdsupply.com  
www.whitecap.com

RFB 7094

SD CNTY PURCH \*15 OCT 01 AM 10:25

#3

**REQUEST FOR BID (RFB) 7094  
DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION  
EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS  
SECTION A – P&C 600 FORM**

COUNTY OF SAN DIEGO  
SECTION A-P&C 600 FORM

This is not an order

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING & CONTRACTING  
COUNTY OF SAN DIEGO, RFB No. 7094  
5560 OVERLAND AVE., SUITE 270  
SAN DIEGO, CA 92123

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,  
RESPONSIBLE BIDDER BASED ON:

- ALL OR NONE  
 EACH LOT  
 TOTAL PRICE

UNSPSC Commodity Code: 721000.0000

ISSUED: SEPTEMBER 24, 2015

FOR INFORMATION PLEASE CONTACT:

KYMESHIA MORRIS  
KYMESHIA.MORRIS@SDCOUNTY.CA.GOV

BID OPENING DATE: OCTOBER 1, 2015

BIDS MUST BE RECEIVED AT THE ABOVE  
ADDRESS PRIOR TO 11:00 A.M.  
ON DATE OF BID OPENING.

PLEASE STATE YOUR LOWEST PRICE  
F.O.B. DESTINATION AND BRAND NAME  
OR TRADE NAME IF APPLICABLE.  
**(Please use typewriter or black ink)**  
YOUR ENVELOPE MUST INCLUDE RFB NO. 7094

**DESCRIPTION**

THE COUNTY OF SAN DIEGO (COUNTY), DEPARTMENT OF PUBLIC WORKS - ROADS DIVISION HAS A REQUIREMENT FOR EROSION CONTROL MATERIAL ON AN AS NEEDED BASIS IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL TERM PERIOD: DATE OF AWARD THRU SEPTEMBER 30, 2016  
FIRST OPTION PERIOD: OCTOBER 1, 2016 THRU SEPTEMBER 30, 2017  
SECOND OPTION PERIOD: OCTOBER 1, 2017 THRU SEPTEMBER 30, 2018

PRICING SUBMITTED IS TO REMAIN FIRM FIXED FOR ALL TERM PERIODS IDENTIFIED ABOVE. AWARD WILL BE MADE TO LOWEST RESPONSIVE RESPONSIBLE BIDDER. BIDDERS ARE REQUIRED TO SUBMIT PRICING ON **ALL** ITEMS IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

**BIDDER ACKNOWLEDGES ADDENDUM NO. 1  2  3  4  5**

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

NAME AND ADDRESS OF BIDDER  
HD Supply Construction and Industrial White Cap

STREET, CITY, STATE, ZIP  
430 Raleigh Ave. El Cajon Ca, 92020

TELEPHONE: NUMBER ( 619 ) 590-2001

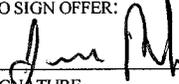
FAX TELEPHONE: ( 619 ) 590-2002

E-MAIL james.preihs@hdsupply.com

PAYMENT TERMS NET 30 DAYS OR % DAY

NAME AND TITLE OF PERSON AUTHORIZED

TO SIGN OFFER:



SIGNATURE

10-1-15

OFFEROR DATE

PRINTED NAME: James Preihs

PRINTED TITLE: Product Specialist

-----NOTIFICATION OF AWARD-----

(THIS SECTION FOR COUNTY USE ONLY)

COUNTY OF SAN DIEGO

By:

JOHN M. PELLEGRINO, DIRECTOR  
DEPT OF PURCHASING & CONTRACTING

DATE: \_\_\_\_\_

ACCEPTANCE AS TO ITEM(S) NUMBERED:

(VC No. )

TOTAL AMOUNT

AWARD No.

NAME AND TITLE OF PROCUREMENT SPECIALIST

**SUBMIT THIS COMPLETED FORM AS PAGE 1 OF THE BID**

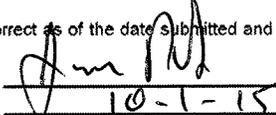
**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

1. **BUSINESS TYPE**  
 For-profit  Non-profit  Government  
 Attach proof of status for Non-profit.
2. **INTERLOCKING DIRECTORATE**  
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors.
3. **BUSINESS REPRESENTATION**  
 Offeror represents as a part of this offer that the ownership, operation, and control of the business are:
  - 3.1. Are you a small business with:  
 100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees?  Yes  No
  - 3.2. Are you a local business with a physical address within the County of San Diego?  Yes  No
  - 3.3. Are you certified by the State of California as a:  
 Disabled Veteran Business Enterprise (DVBE)  
 Certification #: \_\_\_\_\_  
 Small Business Enterprise (SBE)  
 Certification #: \_\_\_\_\_  
 See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.  
<http://www.dgs.ca.gov/pd/Programs/QSDS.aspx>.
  - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %
4. **CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**  
 Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
  - 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
  - 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and
- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.
- 4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
- 4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.
5. **CERTIFICATE OF CURRENT COST OR PRICING**  
 This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.
6. **CERTIFICATE OF INDEPENDENT PRICING**  
 By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:
  - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
  - 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
  - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: James Preihs Signature:   
 Title: Product Specialist Date: 10-1-15  
 Company/Organization: HD Supply Construction and Industrial White Cap

**SUBMIT THIS COMPLETED FORM AS PAGE 2 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – INDEMNIFICATION AGREEMENT**

THE FOLLOWING INDEMNIFICATION AGREEMENT IS TO BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER.

This indemnification agreement (“Agreement”) is made and entered into by and between the County of San Diego (“County”) and HD Supply White Cap (“Offeror”) with reference to the following facts:  
 WHEREAS the County may receive a request for disclosure of Offeror’s submission under the California Public Records Act, Government Code Section 6250, et seq.; and

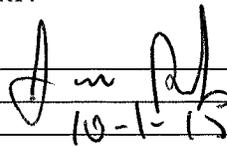
WHEREAS, Offeror has included in its submission an exhibit entitled “*EXHIBIT – CONFIDENTIAL/PROPRIETARY*” containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County’s ongoing non-disclosure of Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror’s representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq.. Notwithstanding the foregoing, however, the County may release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
  - a. Offeror fails to comply with the terms and conditions of this Agreement; or
  - b. Offeror provides the County with written notice that some or all of the records may be released; or
  - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs, which arise out of or are in any way connected to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

OFFEROR

Name: James Preihs	Signature: 
Title: Product Sales Specialist	Date: 10-1-15
Company/Organization: HD Supply Construction and Industrial White Cap	

**SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – PRICING SCHEDULE**

**BASE TERM: DATE OF AWARD – SEPTEMBER 30, 2016**

	<b>EROSION CONTROL MATERIAL (DELIVERED)</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	STRAW WATTLES 8' X 25' (16 PER PALLET)	1	PALLET	\$ 266.24	\$ 266.24
2	WOOD STAKES FOR STRAW WATTLES, 18" LONG (50 PER BUNDLE)	1	BUNDLE	\$ 11.95	\$ 11.95
3	STRAW MAT 8' X 112.5', TWO SIDE STRAW BLANKET	1	EACH	\$ 35.95	\$ 35.95
4	11 GA. JUTE MESH STAPLES 6" X 1" X 6" (1000 PER BOX)	1	BOX	\$ 45.64	\$ 45.64
5	EMPTY POLY SAND BAGS 14" X 26", 1600 HR. UV POLY (1000 PER BUNDLE)	1	BUNDLE	\$ 170.00	\$ 170.00
6	EMPTY BURLAP GRAVEL BAGS 17" X 34" (1000 PER BUNDLE)	1	BUNDLE	\$ 640.00	\$ 640.00
7	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 14" X 26" (250 PER BOX)	1	BOX	\$ 300.00	\$ 300.00
8	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 17" X 27" (250 PER BOX)	1	BOX	\$ 375.00	\$ 375.00
9	VISQUEEN 100' X 20' X 10 MIL, UV RATED, CLEAR	1	ROLL	\$ 115.00	\$ 115.00
10	FILLED POLY SANDBAGS, 35 LB, 1600 HR UV POLY, (100 PER PALLET)	1	PALLET	\$ 188.00	\$ 188.00
11	FILLED BURLAP GRAVEL BAGS, 35 LB, (100 PER PALLET)	1	PALLET	\$250.00	\$ 250.00
12	SHIPPING PER TRUCK LOAD TO DIVISION I	1	LOAD	\$ 0.00	\$ 0.00
13	SHIPPING PER TRUCK LOAD TO DIVISION II	1	LOAD	\$ 0.00	\$ 0.00
<b>INITIAL TERM TOTAL:</b> <i>(Transfer Total to Pricing Summary)</i>					\$ 2395.78

**COMPANY NAME:** HD Supply Construction and Industrial White Cap  
**SUBMIT THIS COMPLETED FORM AS PAGE 4 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – PRICING SCHEDULE**

**COUNTY OPTION 1: OCTOBER 1, 2016 – SEPTEMBER 30, 2017**

	<b>EROSION CONTROL MATERIAL (DELIVERED)</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	STRAW WATTLES 8' X 25' (16 PER PALLET)	1	PALLET	\$286.08	\$ 286.08
2	WOOD STAKES FOR STRAW WATTLES, 18" LONG (50 PER BUNDLE)	1	BUNDLE	\$ 11.95	\$ 11.95
3	STRAW MAT 8' X 112.5', TWO SIDE STRAW BLANKET	1	EACH	\$ 35.95	\$ 35.95
4	11 GA. JUTE MESH STAPLES 6" X 1" X 6" (1000 PER BOX)	1	BOX	\$45.64	\$ 45.64
5	EMPTY POLY SAND BAGS 14" X 26", 1600 HR. UV POLY (1000 PER BUNDLE)	1	BUNDLE	\$ 180.00	\$ 180.00
6	EMPTY BURLAP GRAVEL BAGS 17" X 34" (1000 PER BUNDLE)	1	BUNDLE	\$ 750.00	\$ 750.00
7	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 14" X 26" (250 PER BOX)	1	BOX	\$ 312.50	\$ 312.50
8	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 17" X 27" (250 PER BOX)	1	BOX	\$ 397.50	\$ 397.50
9	VISQUEEN 100' X 20' X 10 MIL, UV RATED, CLEAR	1	ROLL	\$ 120.00	\$ 120.00
10	FILLED POLY SANDBAGS, 35 LB, 1600 HR UV POLY, (100 PER PALLET)	1	PALLET	\$ 195.00	\$ 195.00
11	FILLED BURLAP GRAVEL BAGS, 35 LB, (100 PER PALLET)	1	PALLET	\$ 250.00	\$ 250.00
12	SHIPPING PER TRUCK LOAD	1	LOAD	\$ 0.00	\$ 0.00
13	SHIPPING PER TRUCK LOAD TO DIVISION II	1	LOAD	\$ 0.00	\$ 0.00
<b>COUNTY OPTION 1 TOTAL:</b> <i>(Transfer Total to Pricing Summary)</i>					\$ 2584.62

**COMPANY NAME:** HD Supply Construction and Industrial White Cap

**SUBMIT THIS COMPLETED FORM AS PAGE 5 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – PRICING SCHEDULE**

**COUNTY OPTION 2: OCTOBER 1, 2017 – SEPTEMBER 30, 2018**

EROSION CONTROL MATERIAL (DELIVERED)		ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	STRAW WATTLES 8' X 25' (16 PER PALLET)	1	PALLET	\$296.00	\$296.00
2	WOOD STAKES FOR STRAW WATTLES, 18" LONG (50 PER BUNDLE)	1	BUNDLE	\$ 11.95	\$ 11.95
3	STRAW MAT 8' X 112.5', TWO SIDE STRAW BLANKET	1	EACH	\$ 35.95	\$ 35.95
4	11 GA. JUTE MESH STAPLES 6" X 1" X 6" (1000 PER BOX)	1	BOX	\$ 45.64	\$45.64
5	EMPTY POLY SAND BAGS 14" X 26", 1600 HR. UV POLY (1000 PER BUNDLE)	1	BUNDLE	\$ 180.00	\$ 180.00
6	EMPTY BURLAP GRAVEL BAGS 17" X 34" (1000 PER BUNDLE)	1	BUNDLE	\$ 750.00	\$ 750.00
7	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 14" X 26" (250 PER BOX)	1	BOX	\$312.50	\$ 312.50
8	EMPTY HIGH DENSITY POLY ETHYLENE GRAVEL BAGS 17" X 27" (250 PER BOX)	1	BOX	\$397.50	\$ 397.50
9	VISQUEEN 100' X 20' X 10 MIL, UV RATED, CLEAR	1	ROLL	\$ 120.00	\$ 120.00
10	FILLED POLY SANDBAGS, 35 LB, 1600 HR UV POLY, (100 PER PALLET)	1	PALLET	\$ 195.00	\$ 195.00
11	FILLED BURLAP GRAVEL BAGS, 35 LB, (100 PER PALLET)	1	PALLET	\$ 250.00	\$ 250.00
12	SHIPPING PER TRUCK LOAD	1	LOAD	\$ 0.00	\$ 0.00
13	SHIPPING PER TRUCK LOAD TO DIVISION II	1	LOAD	\$ 0.00	\$ 0.00
<b>COUNTY OPTION 2 TOTAL:</b> <i>(Transfer Total to Pricing Summary)</i>					<b>\$2594.54</b>

**ESTIMATED QUANTITIES:** The estimated quantities in section "A", pricing schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical use. If the County's actual requirements do not result in actual quantities described as "estimated" in the pricing schedule, that fact shall not constitute the basis for price adjustment. All tasks will be billed at the price per unit figure listed on the pricing schedule.

**COMPANY NAME:** HD Supply Construction and Industrial White Cap

**SUBMIT THIS COMPLETED FORM AS PAGE 6 OF THE BID**

**REQUEST FOR BID (RFB) 7094  
DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION  
EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS  
SECTION A – PRICING SCHEDULE**

---

**PRICING SUMMARY**

EROSION CONTROL MATERIAL		BASE TERM PERIOD	FIRST OPTION PERIOD	SECOND OPTION PERIOD	TOTAL OF ALL TERM PERIODS <i>(BASIS FOR AWARD)</i>
1	EROSION CONTROL MATERIAL (DELIVERED)	2395.78	2584.62	2594.54	\$ 7574.94

**COMPANY NAME:** HD Supply Construction and Industrial White Cap  
**SUBMIT THIS COMPLETED FORM AS PAGE 7 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – DESIGNATION OF SUBCONTRACTORS**

Set forth below is the full name and the location of the place of business and the California contractor license number of each Subcontractor whom the Contractor proposes to subcontract portions of the work in excess of one-half of one percent, and the portion of the work which will be done by each Subcontractor for each subcontract.

**NOTE:** The Bidder understands that if the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices act (Section 4100 et seq. of the California Public Contract Code).

The “Business Name and Address”, California contractor license number, and “Portion of Work to be Subcontracted” that will be done by each subcontractor are required at time of bid. The remainder of the information shall be submitted by email to the listed contact for this solicitation within 24 hours of bid submittal.

**If no subcontractors are to be employed on the project, enter the word "NONE".**

PORTION OF WORK TO BE SUBCONTRACTED			SUBCONTRACTOR		
Item #	Description of Work	% of Total Contract	Business Name and Address	License #, Classification(s), and Expiration Date	DIR Registration No.

Total Percent SUBCONTRACTED:   NONE  

**SUBMIT THIS COMPLETED FORM AS PAGE 8 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – DESIGNATION OF SUBCONTRACTORS**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS (Point of Contact for <u>this</u> Project)
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS
<input type="checkbox"/> TILE WORKERS		<input type="checkbox"/> CARPENTERS
		<input type="checkbox"/> DRYWALL/LATHERS
		<input type="checkbox"/> IRON WORKERS
		<input type="checkbox"/> PAINTERS
		<input type="checkbox"/> ROOFERS
		<input type="checkbox"/> TEAMSTER
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS
<input type="checkbox"/> TILE WORKERS		<input type="checkbox"/> CARPENTERS
		<input type="checkbox"/> DRYWALL/LATHERS
		<input type="checkbox"/> IRON WORKERS
		<input type="checkbox"/> PAINTERS
		<input type="checkbox"/> ROOFERS
		<input type="checkbox"/> TEAMSTER
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS
<input type="checkbox"/> TILE WORKERS		<input type="checkbox"/> CARPENTERS
		<input type="checkbox"/> DRYWALL/LATHERS
		<input type="checkbox"/> IRON WORKERS
		<input type="checkbox"/> PAINTERS
		<input type="checkbox"/> ROOFERS
		<input type="checkbox"/> TEAMSTER

**SUBMIT THIS COMPLETED FORM AS PAGE 9 OF THE BID**

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – DVBE “GOOD FAITH EFFORT” PACKAGE**

**COUNTY OF SAN DIEGO**  
**BIDDER/OFFEROR DVBE INFORMATION**  
**(DUE WITHIN TWO (2) DAYS OF BID OPENING)**

DATE: \_\_\_\_\_ Bid/Offer No.: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ Project/Activity No.: \_\_\_\_\_

BIDDER/OFFEROR: \_\_\_\_\_

BIDDER/OFFEROR REPRESENTATIVE: \_\_\_\_\_

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR/VENDOR)			\$

**COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.**

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3% *See DVBE Participation information sections for further information.
	$\text{_____} \times 100 = \text{_____}\%$	

---

**REQUEST FOR BID (RFB) 7094  
DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION  
EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS  
SECTION A – DVBE “GOOD FAITH EFFORT” PACKAGE**

---

**COUNTY OF SAN DIEGO  
DVBE “Good Faith Effort” Package**

**Documentation of Good Faith Effort  
(Due within two (2) days of bid opening)**

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” estimated by the County to be between \$500,000 and \$1 million.

Date: \_\_\_\_\_ Bid/Offer No.: \_\_\_\_\_

Project Title: \_\_\_\_\_ Project/Activity No. : \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

Bidder/Offeror Representative: \_\_\_\_\_

Please check off the following to insure you have included them in your documentation:

- Documentation of “Good Faith Effort” (3 pages including this page)
  
- Attachment of Any Additional Supporting Documentation

**REQUEST FOR BID (RFB) 7094**  
**DEPARTMENT OF PUBLIC WORKS – ROADS DIVISION**  
**EROSION CONTROL MATERIALS ON AN AS-NEEDED BASIS**  
**SECTION A – DVBE “GOOD FAITH EFFORT” PACKAGE**

**COUNTY OF SAN DIEGO**  
**DOCUMENTATION OF GOOD FAITH EFFORT**

A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal for participation in this contract along with dates.

Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
2. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
3. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
4. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
5. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
6. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
7. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
8. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
9. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
10. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
11. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
12. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
13. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
14. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
15. _____		<input type="checkbox"/> Yes <input type="checkbox"/> No

B. Solicitations

DVBE Solicitation Sample:

Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.



20

Nonresident Withholding Allocation Worksheet

587

PART I WITHHOLDING AGENT

Withholding agent's name

County of San Diego

See Attached

Withholding agent's address (number and street)

APT no.

PMB no.

City

State

ZIP Code

PART II NONRESIDENT VENDOR/PAYEE (Complete Part II through Part V and return this form to the above withholding agent)

Vendor/payee's name

Owner's full name if sole proprietor

Vendor/payee's address (number and street)

APT no.

PMB no.

City

State

ZIP Code

Social security no. Corporation no. FEIN

Secretary of State file no.

Daytime telephone number

Nonresident Vendor/Payee's Entity Type: (Check one)

Individual/Sole Proprietor

Corporation

Partnership

Limited Liability Company (LLC)

Estate or Trust

Tax-Exempt (withholding not required, skip to Part V)

PART III PAYMENT TYPE

Nonresident Vendor/Payee: (Check one)

Performs services totally outside California (no withholding required, skip to Part V)

Provides only goods or materials (no withholding required, skip to Part V)

Provides goods and services in California (see allocation in Part IV)

Provides services within and outside California (see allocation in Part IV)

Other (Describe)

Note to vendor/payee: If you perform all the services within California, withholding is required on the entire payment for services unless you receive a waiver or reduced withholding authorization from the Franchise Tax Board. For more information, get FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines.

PART IV INCOME ALLOCATION

Gross payments expected from the above withholding agent during the calendar year for:

Table with 4 columns: Description, (a) Within California, (b) Outside California, (c) Total Payments. Includes rows for Goods and Services, Rents, Royalties, Prizes, Other payments, and Total payments subject to withholding.

Note: If the amount on line 6, column (a) is \$1,500 or less, no withholding is required. If the amount on line 6, column (a) is greater than \$1,500, withholding is required on the entire amount at the rate of seven percent.

PART V CERTIFICATION OF VENDOR/PAYEE

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

Authorized representative's signature

Title

Daytime telephone number

Vendor/Payee's signature

Date

Daytime telephone number

# Instructions for Form 587

## Nonresident Withholding Allocation Worksheet

References in these instructions are to the California Revenue and Taxation Code (R&TC).

### General Information

#### A Purpose

Use Form 587, Nonresident Withholding Allocation Worksheet, to determine if withholding is required on payments to nonresidents.

The vendor/payee should complete, sign, and return Form 587 to the withholding agent. The withholding agent may then rely on the certification made by the vendor/payee to determine if withholding is required, provided the completed and signed Form 587 is accepted in good faith. The completed Form 587 should be retained by the withholding agent for record keeping purposes and be made available to the Franchise Tax Board (FTB) upon request.

Do **not** use Form 587 if:

- Payment to a nonresident is for the purchase of goods;
- You sold California real estate. In that case, use Form 593-C, Real Estate Withholding Certificate;
- The vendor/payee is a resident of California or is an irrevocable trust that has at least one California resident trustee. In that case, use Form 590, Withholding Exemption Certificate;
- The vendor/payee is a corporation, partnership, or limited liability company (LLC) that has a permanent place of business in California or is qualified to do business in California. In that case, use Form 590; or
- The payment is to an estate and the decedent was a California resident. In that case, use Form 590.

#### B Law

R&TC Section 18662 and the related regulations require withholding of income or franchise tax on certain payments made to nonresidents of California for personal services performed in California and for rents and royalties on property located in California. The withholding rate is seven percent unless the FTB approves a reduced rate or a waiver. See General Information E, Waivers and Reduced Rates.

#### C When to File This Form

The withholding agent should request that the vendor/payee complete, sign, and return Form 587 when a contract is entered into or before payment is made to the vendor/payee. Form 587 will remain valid for the duration of the contract (or term of payments), provided there is no material change in the facts. The vendor/payee, by signing Form 587, agrees to promptly notify the withholding agent of any changes in the facts.

#### D Withholding Requirements

Payments made to nonresident vendors/payees (including individuals, corporations, partnerships, LLCs, estates, and trusts) are subject to withholding. However, no withholding is required if total payments of California source income to the vendor/payee during the calendar year are \$1,500 or less.

Payments subject to withholding include, but are not limited to:

- Payments for services performed in California by nonresidents;
- Rent paid to nonresidents if the rent is paid in the course of the withholding agent's business;
- Royalties paid to nonresidents for the right to use natural resources located in California;
- Payments of prizes for contests entered in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Other payments of California source income made to nonresidents.

Payments not subject to withholding include payments:

- To a resident of California or to a corporation with a permanent place of business in California. See note below;
- To a corporation qualified to do business in California. See note below;
- To a partnership that has a permanent place of business in California. See note below;
- For sale of goods;
- For income from intangible personal property, such as interest and dividends, unless the property has acquired a business situs in California;
- For services performed outside of California;
- To a vendor/payee that is a tax-exempt organization under either California or federal law;
- Representing wages paid to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, contact your local EDD office; or
- To reimburse a vendor/payee for expenses relating to services performed in California if the reimbursement is separately accounted for and not subject to federal Form 1099 reporting. Corporate vendors/payees, for purposes of this exception, are treated as individual persons.

**Note:** If the California resident, qualified corporation, or partnership is acting as an agent for the nonresident payee, the payment is subject to withholding if the nonresident payee does not meet any of the exceptions on Form 590.

#### E Waivers and Reduced Rates

A nonresident vendor/payee may request that income taxes be withheld at a lower rate or waived. A waiver of withholding will generally be granted when a vendor/payee has a current history of filing California tax returns and/or making estimated payments when due. To apply for a withholding waiver to reduce or eliminate withholding, get Form 588, Nonresident Withholding Waiver Request. If the FTB has granted a waiver or authorized a reduced withholding rate, attach a copy of FTB's determination letter to Form 587.

#### F Requirement to File a California Tax Return

A vendor/payee's exemption certification on Form 587 or Form 590 or a determination letter from the FTB waiving withholding does not eliminate the requirement to file a California tax return and pay the tax due. For return filing requirements, see the instructions for Long or Short Form 540NR, California Nonresident or Part-Year Resident Income Tax Return; Form 541, California Fiduciary Income Tax Return; Form 100, California Corporation Franchise or Income Tax Return; or Form 100S, California S Corporation Franchise or Income Tax Return.

#### G Where to get Publications, Forms, and Additional Information

**By Internet:** You can download, view, and print California tax forms and publications from our Website at [www.ftb.ca.gov](http://www.ftb.ca.gov)

**By Phone or Fax:** Nonresident withholding forms may be obtained via Forms-by-Fax by calling (800) 998-3676. To have publications or forms mailed to you, or to get additional nonresident withholding information, please contact the Withholding Services and Compliance Section at the address or automated telephone number below:

WITHHOLDING SERVICES AND  
COMPLIANCE SECTION  
FRANCHISE TAX BOARD  
PO BOX 651  
SACRAMENTO CA 95812-0651

Telephone: (888) 792-4900  
(916) 845-4900  
(not toll-free)

FAX: (916) 845-9512  
(24 hours a day)

## H To get Publications, Forms, and Information Unrelated to Nonresident Withholding

**By Automated Phone Service:** Use this service to check the status of your refund, order California and federal tax forms, obtain payment and balance due information, and hear recorded answers to general questions. This service is available 24 hours a day, 7 days a week, in English and Spanish.

From within the  
United States ..... (800) 338-0505  
From outside the  
United States ..... (916) 845-6600  
(not toll-free)

Follow the recorded instructions. Have paper and pencil handy to take notes.

**By Mail:** Please allow two weeks to receive your order. If you live outside of California, please allow three weeks to receive your order. Write to:

TAX FORMS REQUEST UNIT  
FRANCHISE TAX BOARD  
PO BOX 307  
RANCHO CORDOVA CA 95741-0307

**In Person:** Many libraries, post offices, and banks provide free California personal income tax booklets during the filing season. Most libraries and some quick print businesses have forms and schedules to photocopy (a nominal fee may apply).

**Note:** Employees at libraries, post offices, banks, and quick print businesses cannot provide tax information or assistance.

### Assistance for persons with disabilities

We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments, please call:

TTY/TDD ..... (800) 822-6268

### Asistencia para personas discapacitadas.

Nosotros estamos en conformidad con el Acta de Americanos Discapacitados. Personas con problemas auditivos pueden llamar al TTY/TDD (800) 822-6268.

## Specific Instructions

### Private Mailbox (PMB) Number

If you lease a private mailbox (PMB) from a private business rather than a PO box from the United States Postal Service, include the box number in the field labeled "PMB no." in the address area.

### Part I – Withholding Agent

The withholding agent must complete Part I before giving Form 587 to the vendor/payee.

### Part II – Nonresident Vendor/Payee

The vendor/payee must complete all information in Part II including the FEIN or social security number and vendor/payee's entity type. No withholding is required if the vendor/payee is a tax-exempt entity. Check the tax-exempt box if the vendor/payee is:

- An entity that is exempt from tax under either California or federal law such as a church, pension, or profit-sharing plan;
- An insurance company, IRA; or
- A federal, state, or local government agency.

Tax-exempt vendors/payees do not need to complete Part III and Part IV, but must complete Part V.

### Part III – Payment Type

The nonresident vendor/payee must check the box that identifies the type of payment being received.

No withholding is required when vendors/payees are residents, qualified corporations, or have a permanent place of business in California.

### Part IV – Income Allocation

Use Part IV to identify payments that are subject to withholding. Only payments sourced within California are subject to withholding. Services performed in California are sourced in California. In the case of payments for services performed when part of the services are performed outside California, enter the amount paid for performing services within California in column (a). Enter the amount paid for performing services while outside California in column (b). Enter the total amount paid for services in column (c).

If the vendor/payee's trade, business, or profession carried on in California is an integral part of a unitary business carried on within and outside California, the amounts included on line 1 through line 5 should be computed by applying the vendor/payee's California apportionment percentage (determined in accordance with the provisions of the Uniform Division of Income for Tax Purposes Act) to the payment amounts. For more information on apportionment, refer to California Schedule R, Apportionment and Allocation of Income.

**Withholding agent.** If the amount on line 6 is greater than \$1,500, the withholding agent must withhold on all payments made to the vendor/payee until the entire amount on line 6 has been withheld upon. If circumstances change during the year (such as the total amount of payments), which would change the amount on line 6, the vendor/payee must submit a new Form 587 to the withholding agent reflecting those changes. The withholding agent should evaluate the need for a new Form 587 when a change in facts occurs.

If a reduced rate was authorized by the FTB, compute the withholding required by applying the authorized rate to the amount on line 6.

### Part V – Certification of Vendor/Payee

Enter your name, title, and daytime telephone number. Sign and date the form and return it to the withholding agent.

YEAR

20

# Withholding Exemption Certificate

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent.  
(Please type or print)

Withholding agent's name  
County of San Diego

Vendor/Payee's name

Vendor/Payee's  Social security number  
 SOS no.  California corp. no.  FEIN

Note:  
Failure to furnish your identification number will make this certificate void.

Vendor/Payee's address (number and street)

APT no. Private Mailbox no. Vendor/Payee's daytime telephone no.  
( )

City State ZIP Code

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

**Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

**Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

**Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

**Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

**Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

**Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

**Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**CERTIFICATE:** Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) \_\_\_\_\_

Vendor/Payee's signature ► \_\_\_\_\_ Date \_\_\_\_\_

# Instructions for Form 590

## Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

### General Information

#### A Purpose

Use Form 590 to certify an exemption from nonresident withholding. Complete and present Form 590 to the withholding agent. The withholding agent will then be relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

**Important – This form cannot be used for exemption from wage withholding. Any questions regarding wage withholding should be directed to the California Employment Development Department.**

Do not use Form 590 if you are a seller of California real estate. Sellers of California real estate should use Form 593-C, Real Estate Withholding Certificate.

#### B Law

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of this state.

Withholding is required on:

- Payments to nonresidents for services rendered in California;
- Distributions of California source income made to domestic nonresident partners and members and allocations of California source income made to foreign partners and members;
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business;
- Payments to nonresidents for royalties for the right to use natural resources located in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Prizes and winnings received by nonresidents for contests in California.

For more information on withholding and waiver requests, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, and FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines. To get a withholding publication see General Information G.

#### C Who can Execute this Form

Form 590 can be executed by the entities listed on this form.

**Note:** In a situation where payment is being made for the services of a performing entity, this form can only be completed by the performing entity or the performing entity's partnership or corporation. It cannot be completed by the performing entity's agent or other third party.

**Note:** The grantor of a revocable/grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a revocable/grantor trust and one or

more of the grantors is a nonresident, withholding is required. If all of the grantors of a revocable/grantor trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

#### D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

**Note:** Return visits to California that do not total more than 45 days during any taxable year covered by the employment contract are considered temporary.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse who is absent from California for an uninterrupted period of at least 546 days to accompany a spouse who is under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, or call the Franchise Tax Board at (800) 852-5711 or (916) 845-6500 (not toll-free).

#### E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

#### F Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

**Note:** If the withholding agent has received Form 594, Notice to Withhold Tax at Source, only the performing entity can complete and sign Form 590 as the vendor/payee. If the performing entity completes and signs Form 590 indicating no withholding requirement, you must send a copy of Form 590 with Form 594 to the FTB:

For more information, contact the Nonresident Withholding Section. See General Information G. The vendor/payee must notify the withholding agent if:

- The individual vendor/payee becomes a nonresident;
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California;
- The partnership ceases to have a permanent place of business in California;
- The LLC ceases to have a permanent place of business in California; or
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold. Remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, and complete Form 592, Nonresident Withholding Annual Return, and Form 592-B, Nonresident Withholding Tax Statement. Get Instructions for Forms 592, 592-A, and 592-B for due dates and other withholding information.

#### G Where to get Publications, Forms, and Additional Information

You can download, view, and print FTB Publications 1017, 1023, 1024, and nonresident withholding forms, as well as other California tax forms and publications not related to nonresident withholding from our Website at: [www.ftb.ca.gov](http://www.ftb.ca.gov)

You can also have nonresident withholding forms faxed to you by calling (800) 998-3676. To have publications or forms mailed to you or to get additional nonresident withholding information, please contact the Withholding Services and Compliance Section.

WITHHOLDING SERVICES AND  
COMPLIANCE SECTION  
FRANCHISE TAX BOARD  
PO BOX 651  
SACRAMENTO CA 95812-0651

Telephone: (888) 792-4900  
(916) 845-4900 (not toll-free)  
FAX: (916) 845-9512 (24 hours a day,  
7 days a week)

**Assistance for persons with disabilities:**  
We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments please call TTY/TDD (800) 822-6268.

**Asistencia bilingüe en español**  
Para obtener servicios en español y asistencia para completar su declaración de impuestos/formularios, llame al número de teléfono (anotado arriba) que le corresponde.



## RESALE CERTIFICATE INFORMATION

Issued to Seller: \_\_\_\_\_

### HD SUPPLY CONSTRUCTION SUPPLY, LTD.

- |   |   |
|---|---|
| A-Y Supply - HD Supply Company                        | Lakeside Contractors Supply Co - HD Supply Company                |
| Access Fastener & Supply - HD Supply Company          | NYCO - HD Supply Company  |
| BOSS Construction - HD Supply Company                 | Prime Construction - HD Supply Company                            |
| Brock Tool & Supply - HD Supply Company               | Sierra Supply - HD Supply Company                                 |
| Burke Concrete - HD Supply Company                    | Southwest Concrete Accessories - HD Supply Company                |
| Burrus Contractors Supply - HD Supply Company         | Southwest Rebar Fabricators & Accessories Inc - HD Supply Company |
| CCS Supply - HD Supply Company                        | Specialty Construction Supply - HD Supply Company                 |
| Charles R Watts - HD Supply Company                   | STOP Supply - HD Supply Company                                   |
| Concrete Foundations Supply - HD Supply Company       | Sun City Construction Supply - HD Supply Company                  |
| FM Equipment - HD Supply Company                      | Texas Contractors Supply, L.P. - HD Supply Company                |
| Greenwald Supply Inc - HD Supply Company              | The Tool Hospital - HD Supply Company                             |
| Greenwald Industrial Products Inc - HD Supply Company | Triden Construction - HD Supply Company                           |
| GSI General Materials, LLC - HD Supply Company        | Viking Distributing - HD Supply Company                           |
| Hughes Supply - HD Supply Company                     | West Tool Inc - HD Supply Company                                 |
| JC Universal Rebar - Assets Only - HD Supply Company  | Western Fasteners, LLC - HD Supply Company                        |
| JEF Supply - HD Supply Company                        | White Cap Construction Supply - HD Supply Company                 |
| Kel-Welco - HD Supply Company                         | Wire Products of Hawaii Inc - HD Supply Company                   |

Street Address: 2975 Redhill Ave, Suite 100, Costa Mesa, CA 92626  
Billing Address: PO BOX 549, Broadway, NJ 08808

Account No. \_\_\_\_\_

The above named buyer is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, lease, or rented in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: Sales to commercial, industrial, residential construction trades  
General Description of products to be purchased from seller: Supplies, materials, tools and power tools for the construction trade

### SEE ATTACHED SHEETS FOR STATE SPECIFIC RESALE CERTIFICATE INFORMATION

I certify that the buyer is engaged as a registered:

Wholesaler  Retailer  Manufacturer  Lessor  Other

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order, which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

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

Title: VP, CFO Date: 9/2/08



**UNIFORM SALES & USE TAX CERTIFICATE — MULTIJURISDICTION**

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 1-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

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

I certify that: \_\_\_\_\_ is engaged as a registered

Name of Firm (Buyer): HD SUPPLY CONSTRUCTION SUPPLY, LTD Wholesaler X

Address: \_\_\_\_\_ Retailer \_\_\_\_\_

501 WEST CHURCH STREET Manufacturer \_\_\_\_\_

ORLANDO, FL 32805 Seller (California) \_\_\_\_\_

Lessor (see notes on pages 2-4) \_\_\_\_\_

Other (Specify) \_\_\_\_\_

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>3</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: WHOLESALE DISTRIBUTOR

General description of tangible property or taxable services to be purchased from the seller: BUILDING MATERIALS

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>3</sup>	SLU68SU 49286	MO <sup>31</sup>	18997775
AR	306295-72-001	NE <sup>31</sup>	9961666
AZ <sup>32</sup>	20163928	NV	1005945780-901
CA <sup>3</sup>	SR2 OHA 100-915107	NJ	260-100-647/000
CO <sup>3</sup>	06-33786-0000	NM <sup>31,32</sup>	03-085967-00-6
CT <sup>3</sup>	3038270-001	NC <sup>32</sup>	600504817
DC <sup>3</sup>	350000063908	ND	214372
FL <sup>33</sup>	80-8013230785-1	OH <sup>34</sup>	99-047509
GA <sup>3</sup>	200-99-044845	OK <sup>35</sup>	622212
HI <sup>37</sup>	W-79976286-02	PA <sup>37</sup>	83-278139
ID	003127951-5	RI <sup>38</sup>	
IL <sup>34</sup>	3591-1972	SC	099 35224 8
IA	200149974	SD <sup>39</sup>	73-001-260100647E-ST-001
KS	005-260100647F-01	TN	104398789
KY <sup>34</sup>	112272	TX <sup>38</sup>	1-26-0100647-6
ME <sup>3</sup>	1098057	UT	F66646
MD <sup>30</sup>	11830225	VT	450-260100647F-01
MI <sup>31</sup>	U 26-0100647	VA <sup>39</sup>	602-684-231
MN <sup>32</sup>	8747921	WA <sup>39</sup>	004-0003172742-01
MS	803-39711-7	WI <sup>39</sup>	

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

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

Title: VP

Date: 7/2/08



	Sale Tax Exemption From the Payment of Advance 336 TAXON Purchases For Resale of Lumber Exemption Form Number Revised: Statute 47:306(1)(1)(b)
	Taxpayer Services Division P. O. Box 201 Baton Rouge, LA 70821-0201 (225) 219-7356 (225) 231-6236 (fax)

Exemption Certificate Number: 2440279-001 - W	Effective Date: 1/1/2008
Retail dealer's address: HD SUPPLY CONSTRUCTION SUPPLY, LTD.	
Retailer's mailing address: PO BOX 1713	
City, State, Zip: ORLANDO FL 32802-1713	
Retail dealer's location address: 1 TUGHES WAY	
City, State, Zip: ORLANDO, FL 32803-2232	

This certifies that the merchandise purchased by the dealer listed above is for resale or to be used for further processing of items for resale as tangible personal property and are exempt from the payment of advance sales as provided by R.S. 47:306(B)(1)(a).

The retail dealer purchaser will be fully liable for the sales tax if the sale is later found to be subject to the sales tax and any dealer who fraudulently uses this certificate will be subject to the penalties provided for by the Louisiana statutes.

Signature:

Retail Dealer's Authorized Representative: Print name: Signature: <i>Gregory T. Kane</i>	Title: VP-CFO Date: 9/2/08
--	-------------------------------