



COUNTY OF TULARE GENERAL SERVICES AGENCY Purchasing Division

June 21, 2023

Jaxon Enterprises
Dba Deer Creek Asphalt
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1905 – 1/2" HOT ASPHALT CONCRETE – NORTH/ SOUTH COUNTY

GENERAL: This is to notify you that the Tulare County Purchasing Agent is accepting your Bid No. 24-006 dated June 14, 2023 for the supplying of 1/2" Hot Asphalt Concrete-North/South County to the County of Tulare as indicated on the attached sheets. The above contract number has been issued and the contract will be effective, subject to the terms and conditions of the bid and to the provisions as incorporated herein through the period beginning July 1, 2023 and ending **JUNE 30, 2024**.

PRICES: The prices as bid are to be the maximum charged for the period of the contract. The Contractor shall immediately notify the County of all manufacturer's price decreases and the County of Tulare shall receive the full benefit of all such decreases, effective on the date of the manufacturer's general public announcement. The attached sheets and enclosures enumerate the prices applicable herein.

Prices are F.O.B. Destination to various County Departments or Governmental Entities.

Federal Excise Tax Exempt.

State Sales Tax to be added.

Cash discount terms: NET 1% 30 DAYS

ATTACHED SHEETS: The attached sheets and enclosures are herewith made a part of this contract.

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

DELIVERIES: Deliveries are to be made to the using department or agency by common transportation carrier, by the Contractor's own equipment, or by other means so as to effect prompt delivery.

Material Contract
Page One

Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Contractor. Frequency of delivery will be determined by the needs of the using department or agency and will be interspersed throughout the contract year.

The supplier shall be expected to maintain a normal delivery time which is established as being THIRTY (30) CALENDAR DAYS after receipt of order. Deliveries are to be made to the points indicated, as required. Sufficient notice will be given to the Contractor to effect the required delivery.

QUANTITY & QUALITY OF MATERIALS OR SERVICE: The Contractor shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and the County of Tulare's Purchase Order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or Purchase Order resulting from this agreement shall be in accordance with the County's specifications. Materials or supplies, which in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the County's premises at the Contractor's expense. A resulting contract does not guarantee a specific amount of business.

INCLUSION IN THE CONTRACT: The County departments and governmental entities listed are those which will participate in the Contract. However, the right is reserved by the Purchasing Agent, at his discretion, to include any other County department and/or Governmental Entity in the Contract at the accepted prices.

RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY: Those Governmental Entities other than the County and its departments who are listed in the Request-For-Bids or who are subsequently included have signified their intention to participate in the Tulare County Contract. Participation will not impose any responsibility for payment of claims on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such Governmental Entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the Governmental Entity.

CONTRACT EXCLUSIVE: The provisions of the contract shall in no way prohibit the County from making incidental purchases from another suppliers for the same commodities as herein listed.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Contractor agrees to give full credit for any merchandise sold by him on contract, if returned in good condition by the County.

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

PURCHASE ORDERS: Purchase Orders will be issued throughout the contract year to the Contractor for the requirements as needed for the department or agency.

INVOICING: All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

RIGHT TO AUDIT: The County of Tulare reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

CASH DISCOUNT: In connection with any cash discount specified on this contract, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check. (It is generally the County's policy to take any and all discounts regardless of date of delivery or invoice.)

DEFAULT BY CONTRACTOR: In case of default by the Contractor, the County of Tulare may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or Purchase Order and actual cost thereof to the County of Tulare. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

CONTRACTOR ASSISTANCE: Contractor shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

LIABILITIES: The Contractor shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at Contractor's own expense, any and all actions brought against the County of Tulare or Contractor because of the unauthorized use of such articles.

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

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

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

INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to any property, including COUNTY property arising out of the acts or omissions of CONTRACTOR or its agents, officers and employees under this Contract. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by CONTRACTOR, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). CONTRACTOR specifically agrees to hold harmless and indemnify COUNTY for any and all claims arising out of any injury, disability, or death of CONTRACTORS employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract or any extension of this Contract.

It is the policy of the County of Tulare Board of Supervisors that in connection with all work performed under a purchase order or agreement with Tulare County, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the Contractor agrees to comply with applicable Federal and California laws regarding employment practices. In addition, the Contractor agrees to require like compliance by all sub-contractors employed on the work by Contractor.

The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

RENEWAL: The Contract may be renewed, by mutual written consent, for an additional TWO (2) ONE (1) year terms provided the prices, terms, and conditions remain the same.

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

TERMINATION OF CONTRACT: The County of Tulare may by giving ten (10) days written notice to the Contractor, terminate the contract prior to its expiration for due cause. Due cause for termination of contract shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract, with or without cause.

GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.

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

COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

FORM DE-542: CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

OTHER PROVISIONS:

ACCEPTED:

Date 6/27/2023

COUNTY OF TULARE

DocuSigned by:
Cher Castellini
By _____
4F4899FA6751482...
Purchasing Agent

ACCEPTED:

Date 6/26/2023

JAXON ENTERPRISES DBA DEER CREEK ASPHALT

DocuSigned by:
Jack Baker
By _____
30BBAC416143451
CEO & CFO
Title _____
By _____
Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

CONTRACT NO.: 1905

VENDOR NO.: 1241600 **BID/PROPOSAL NO.:** 24-006

VENDOR NAME: JAXON ENTERPRISES **PHONE:** (530) 241-2112

STREET ADDRESS: DBA DEER CREEK ASPHALT **FAX:** (530) 243-0787

CITY STATE ZIP CODE: 1643 TAHOE COURT **VENDOR CONTACT NAME:** DON THOMASON

ORDER FROM: JAXON ENTERPRISES **E-MAIL:** dthomason@jaxonaggregates.com

STREET ADDRESS: DBA DEER CREEK ASPHALT

CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES

STREET ADDRESS: PO BOX 994248

CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2023 THROUGH **JUNE 30, 2024**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

CONTRACT NO.: 1905

| SUPPLIER PART NUMBER | EXTENDED DESCRIPTION | UNIT OF MEASURE | LIST PRICE |
|----------------------------|--|-----------------|------------|
| 001 | 1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY | TON | \$60.00 |

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Hot Asphalt Concrete is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" HOT ASPHALT CONCRETE: \$ 60.00 PER TON

Asphalt Concrete shall be Type B, 1/2" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity for North County/South County through June 30, 2024.

Applicable sales tax will be added in addition to the price indicated above.

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the engineer.

PLANT LOCATION/SHIPPING POINT: 27671 Avenue 120, Porterville, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

REQUEST FOR BID

THIS IS NOT AN ORDER

COUNTY OF TULARE

Office of

PURCHASING AGENT

2637 W. Burrel Ave., Suite 200
Visalia, CA 93291-4593

Date: May 24, 2023

Req: 242303924

REFER TO BID NO.

24-006



By: Cher Castellini

Phone: 559-205-1100

Bids will be received by the Tulare County Purchasing Agent, 2637 W. Burrel Ave. Suite 200, Visalia, CA 93291-4593 until **2:00 P.M. on JUNE 14, 2023**. Delivery F.O.B. PLANT LOCATION

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

Indicate **BID NUMBER** and **BID CLOSING DATE** on outside of envelope for paper bid submissions.
BID NO. 24-006 CLOSING DATE: June 14, 2023

3/8"-1/2" GOLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

The Tulare County Purchasing Agent invites bids to be submitted for the purchase of 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT as required. Such contract will be for a one (1) year period effective beginning **JULY 1, 2023**, and ending **JUNE 30, 2024**.

BIDDERS QUESTIONS: Bidders may submit any question they have pertaining to this Request for Bid to www.bidnetdirect.com or TCBids@tularecounty.ca.gov. Any and all questions must be submitted **via www.bidnetdirect.com or email TCBids@tularecounty.ca.gov by 5:00 p.m. MAY 31, 2023**, in order to be considered. Questions and answers will be distributed to all bidders only if necessary to clarify substantive items raised. No changes and/or additions will be made to this Request for Bid within forty (40) working hours of its closing date.

DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

INTENT: The County is in need of Cold Mix and Hot Mix Asphalt Concrete Material for its road projects. Due to increasing fuel costs, it is more economical for the County to award two (2) contracts. One for the South end and one for the North end of the County. For the purpose of this bid, Avenue 232 will be used as the dividing line.

ATTACHED SHEETS: The attached sheets indicate the condition of the bid and contract, specifications, using departments and agencies, and estimated quantities of the products to be used for one (1) year. Quantities estimated will be used for basis of award and are based on past year's usage.

THE FOLLOWING SIGNATURE PAGE MUST BE COMPLETED AND SIGNED BY THE VENDOR AND SUBMITTED WITH THE VENDOR'S BID.

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

RETURN BID WITH THIS FORM.

Signature Page

VENDOR TO COMPLETE THIS PAGE

PARTICIPATION

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

Select YES or NO.

| | | | |
|-----|-------------------------------------|----|--------------------------|
| YES | <input checked="" type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|-------------------------------------|----|--------------------------|

DOES COMPANY MEET THE REQUIREMENTS OF A "LOCAL VENDOR" (Refer to Section 31)

Select YES or NO.

| | | | |
|-----|-------------------------------------|----|--------------------------|
| YES | <input checked="" type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|-------------------------------------|----|--------------------------|

Undersigned agrees to furnish the commodities and/or services as stipulated in this REQUEST FOR BID at the prices/fees, terms, and conditions stated.

Company: Jaxon Enterprises dba Deer Creek Asphalt
 Address: 27671 Ave 120 County: Tulare
 City: Porterville State: CA Zip: 93257 Phone No: 559-793-0903

Signed By: Patty Baker PATTY BAKER
 Title: Sales Rep. Date: June 14, 2023
 Email Address: pbaker@jaxonaggregates.com

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

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

REQUEST FOR BID
GENERAL CONDITIONS

1. PREPARATION OF BIDS

- A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.
- B. Any Attachments and/or Exhibits are herewith made a part of this Request for Bid.
- C. All information shall be typewritten or clearly printed. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections must be initialed in ink by the person signing the Bid. Bids may be completed manually and scanned for submission.
- D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
- E. To be considered, bids must be submitted and received by the Purchasing Division on or before the Deadline for Submitting Bids.
- F. Bids will be accepted via hard copy delivery at Tulare County Purchasing, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 or via electronic submission on www.bidnetdirect.com. If bids are received after the deadline, vendors will be notified via electronic mail of the late submission. Timestamp will be used to determine timeliness of submission. The County is not responsible for late submissions due to delays in electronic delivery.
- G. All bid prices shall be F.O.B. County of Tulare.
- H. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
- I. Prices bid SHALL remain firm for a minimum of 120 days after award to cover subsequent purchase requirements.
- J. Prices bid by bidder are considered accurate and cannot be withdrawn after the bid is closed.
- K. Upon submission of bid documents, all such documents shall become the property of the County.
- L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the bidder, to the receipt of the goods or services by the County. Time of delivery may be a consideration in the award.
- M. Prices will be considered as net if no cash discount is shown.
- N. Provide any other information not specifically requested which may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this bid request.)
- O. Tulare County generally solicits bids from a wide variety of bidders which may include retailers, wholesalers, suppliers, distributors, etc.

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE -- MATERIAL CONTRACT

BRAND NAMES/QUALITY

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

3. SAMPLES

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

4. TAXES

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

5. CASH DISCOUNTS

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

6. USAGE

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

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

7. QUANTITIES

The estimated usage for each item is based on the experience of the past twelve (12) month period or are estimated requirements for one (1) year. It is not expressly implied, nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the County.

8. INCLUSION IN THE CONTRACT

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

9. LITERATURE.

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

10. GUARANTEE AGAINST DEFECTS

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

11. PRICES F.O.B.

Quotations are to be F.O.B. PLANT LOCATION.

12. MINIMUM ORDER

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

13. AWARD

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

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

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

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

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE - MATERIAL CONTRACT

14. RENEWAL

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

15. QUANTITY & QUALITY OF MATERIALS OR SERVICES

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

16. INDEPENDENT CONTRACTOR STATUS

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

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

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

17. RIGHT TO AUDIT

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

18. LIABILITIES

- A. The successful bidder shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the agreement or purchase order resulting from this bid, and agrees to defend, at successful bidder's own expense, any and all actions brought against the County of Tulare or successful bidder because of the unauthorized use of such articles.

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

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

19. DEFAULT BY SUCCESSFUL BIDDER

- A. In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.
- B. Inspection on deliveries which do not meet specifications, will be at the expense of successful bidder.

20. PRICES

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

21. DELIVERIES/PICKUP

County personnel or their representative will pick up material from the plant location as indicated by the successful bidder. Frequency of pick ups will be determined by the needs of the using department or agency and will be interspersed throughout the contract year. The successful bidder shall be expected to maintain a normal delivery time which is established as being within forty-eight (48) hours after receipt of order.

The successful bidder shall be expected to load materials into County's trucks in a professional and responsible manner, with care not to cause contamination of materials.

22. CONTRACT EXCLUSIVE

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

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

23. TERMINATION OF PURCHASE ORDERS OF AGREEMENTS

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

24. MERCHANDISE RETURNABLE FOR FULL CREDIT

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

25. INVOICING

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

26. VENDOR ASSISTANCE

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

27. RENEWAL

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional three (3) one (1) year terms provided the prices, terms, and conditions remain the same.

28. NON-FUNDING CLAUSE

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

29. PARTICIPATION

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

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE - MATERIAL CONTRACT**30. RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN COUNTY**

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

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

- A. Whenever the County purchases supplies, materials, equipment or services for the County through the use of competitive bids, the County in evaluating the price for such supplies, materials and/or equipment shall determine if the lowest responsible bidder is a local vendor as defined in this section; and, if so, the contract shall be awarded to such vendor. If low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the low bid announced by the County shall have the option of submitting a new bid within forty-eight (48) hours (not including weekends and holidays) of the time indicated in the bid documents for the opening bid. Such new bid must be in an amount less than or equal to the low bid announced by the County. County shall award the contract to the local vendor submitting the lowest responsible bid within said 48 hours period. If no new bids received within said 48 hour period, the contract shall be awarded to the original low bidder as announced by the County.
- B. "Local vendor" shall mean any business which:
- (1) has had a fixed office or distribution point located in and having a street address within the County of Tulare for at least six (6) months immediately prior to the issuance of the request for bids by the County; and
 - (2) holds any required business license by the County or any city within the County; and,
 - (3) employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Tulare County.
- C. Any vendor claiming to be a local vendor as defined above shall so certify to the Purchasing Agent by indicating "yes or no" below and signature on bid document. The County Purchasing Agent shall have sole discretion to determine if a vendor meets the definition of a "local vendor".
- D. Any person or business falsely claiming to be a local vendor shall be ineligible to transact any business with the County for a period of not less than three (3) months or not more than twenty-four (24) months as determined in the sole discretion of the Purchasing Agent. The County shall also have the right to terminate all or any part of any contract entered into with such person or business.
- E. Prior to the County declaring any person or business not a "local vendor" or ineligible to transact business with the County, such person or business shall be entitled to a public hearing before the Board of Supervisors and to a five (5) day notice of the time and place thereof.
- F. This preference shall not apply to transactions required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local preferences.

BID NO. 24-006 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

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

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

33. ON-LINE ORDERING

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

_____ YES X NO

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

_____ YES X NO

34. INFORMATION

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

35. SPECIAL CONDITIONS

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

36. HEADINGS

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

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

37. OTHER PROVISIONS

A. PRICES shall be firm for the contract period ending **JUNE 30, 2024**, unless otherwise stated by the bidder hereon:

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

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

Jaxon Enterprises, PO Box 994248, Redding, CA 96099-4248
pbaker@jaxonaggregates.com, (661)-372-2228

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

Jaxon Enterprises, PO Box 994248, Redding, CA 96099-4248
530-241-2112

E. **DEFAULT BY SUCCESSFUL BIDDER:** In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

E. COMPENSATION ADJUSTMENTS for price index fluctuations for liquid asphalt, as set forth in the attached Exhibit B, apply.

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

38. INSURANCE:

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

39. CAMPAIGN CONTRIBUTION DISCLOSURE

All bidders (potential contractors) must complete and submit with their bid, the Campaign Contribution Disclosure Form. Exhibit D attached with instructions, information, and a disclosure form must be signed and returned. For additional information, please refer to: Government Code section 84308

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=84308

FPPC Regulations 18438.1 through 18438.8

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

40. NOTIFICATION REGARDING CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS IMPOSED IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The attached **Exhibit E** sets out information regarding the obligations of County Contractors to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

SPECIAL CONDITIONS:

SPECIFICATIONS

Plant Run Cold Mix – 3/8" and 1/2" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

BID PRICE:

3/8" PLANT RUN COLD MIX WITH OIL

4,000 Tons total estimated quantity through June 30, 2024.

Applicable Sales Tax in addition to the price indicated.

| | | | | |
|--------------------------|--------------|----|------------------------|-----------------------------|
| <u>2,000 Tons</u> | SOUTH COUNTY | \$ | <u>54⁷⁵</u> | PER TON (includes all fees) |
| <u>2,000 Tons</u> | NORTH COUNTY | \$ | <u>54⁷⁵</u> | PER TON (includes all fees) |

1/2" PLANT RUN COLD MIX WITH OIL

14,000 Tons total estimated quantity through June 30, 2024.

Applicable Sales Tax in addition to the price indicated.

| | | | | |
|--------------------------|--------------|----|------------------------|-----------------------------|
| <u>7,000 Tons</u> | SOUTH COUNTY | \$ | <u>54⁰⁰</u> | PER TON (includes all fees) |
| <u>7,000 Tons</u> | NORTH COUNTY | \$ | <u>54⁰⁰</u> | PER TON (includes all fees) |

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

BID PRICE - Continued:

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

okay

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville, CA
93257

Compensation adjustment for price index fluctuations applies to this contract per **Exhibit B**, attached.

1/2" HOT ASPHALT CONCRETE

Asphalt Concrete shall be Type B, 1/2" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity through June 30, 2024.

Applicable Sales Tax in addition to the price indicated.

3,000 Tons SOUTH COUNTY \$ 60⁰⁰ PER TON (includes all fees)

3,000 Tons NORTH COUNTY \$ 60⁰⁰ PER TON (includes all fees)

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the Engineer

okay

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville, CA

Compensation adjustment for price index fluctuations applies to this contract per **Exhibit B**, 93257 attached.

PARTICIPATING DEPARTMENTS:

- RMA Road Yard #1, Porterville
- RMA Road Yard #2/3, Visalia
- RMA Road Yard #4, Dinuba
- RMA Road Yard #5, Terra Bella

Note: Page 13-14 must be completed and submitted.

ATTACHMENTS:

- **EXHIBIT A, DEBARMENT - MUST BE RETURNED SIGNED WITH THIS BID FORM.
- **EXHIBIT D, CAMPAIGN CONTRIBUTION DISCLOSURE FORM – MUST BE COMPLETED AND RETURNED WITH THIS BID

****NOTE:** FAILURE TO SUBMIT THE ABOVE-REFERENCED ITEMS AND BID FORM SHALL CAUSE BIDDER TO BE NON-RESPONSIVE.

EXHIBIT A

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

BID NO. 24-006 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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

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

CERTIFICATION

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

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

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

BID NO. 24-006 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

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

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

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

Patty Baker
Signature

June 14, 2023
Date

PATTY BAKER / sales rep
Printed Name & Title

Jaxon Enterprises
Name of Agency or Company

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index. For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

- Q_h = quantity in tons of asphalt used in HMA or PRCM
- HMATT = HMA or PRCM total tons placed
- X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

BID NO. 24-006 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)**

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

Q_{rap} = quantity in tons of asphalt used in HMA containing RAP

HMATT = HMA total tons placed

X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate

X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate

X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula

X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

Q_e = quantity in tons of asphalt used in asphaltic emulsions

AETT = undiluted asphaltic emulsions total tons placed

X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

BID NO. 24-006 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**PAYMENT ADJUSTMENTS**

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed (Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

EXHIBIT C
NON-PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS

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

A. Minimum Scope & Limits of Insurance

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

B. Specific Provisions of the Certificate

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

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

WAIVERS:

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

(Mark X if applicable)

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

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

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

Print Name PATTY BAKER Date: 6/14/23

Contractor Name Jaxon Enterprises dba Deer Creek Asphalt

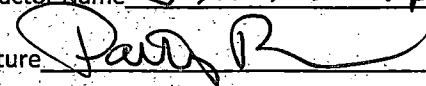
Signature 

EXHIBIT D

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

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

IMPORTANT NOTICE

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

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

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

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

COUNTY OF TULARE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Yes _____ No X

If no, please sign and date below.

If yes, please provide the following information:

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

Is the Contributor: (check applicable boxes)

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

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


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

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

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

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

6/14/23
Date


Signature of Applicant

Jaxon Aggregates dba Deer Creek Asphalt
Print Firm Name if applicable

PATTY BAKER
Print Name of Applicant



ATTENTION ALL COUNTY OF TULARE CONTRACTORS AND GRANTEES

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

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

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

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

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

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

Certificate Of Completion

| | |
|---|------------------------------|
| Envelope Id: 830534C757344EC4B698F48C3B0F2073 | Status: Completed |
| Subject: 1905 - 1/2" HOT ASPHALT CONCRETE – NORTH/ SOUTH COUNTY | |
| Source Envelope: | |
| Document Pages: 34 | Signatures: 2 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | Sandra Kinzel |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 2637 W. Burrel Ave. |
| | Suite 200 |
| | Visalia, CA 93291 |
| | SGKinzel@tularecounty.ca.gov |
| | IP Address: 38.127.225.87 |


Record Tracking

| | | |
|--------------------------------------|--------------------------------------|--------------------|
| Status: Original | Holder: Sandra Kinzel | Location: DocuSign |
| 6/23/2023 10:30:47 AM | SGKinzel@tularecounty.ca.gov | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Carahsoft OBO County of Tulare | Location: DocuSign |

Signer Events

Jack Baker
 wjbaker@wjbinc.net
 Pres
 Security Level: Email, Account Authentication (None)

Signature

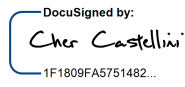
DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 68.189.45.56

Timestamp

Sent: 6/23/2023 10:31:55 AM
 Viewed: 6/26/2023 6:56:48 AM
 Signed: 6/26/2023 6:57:25 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/26/2023 6:56:48 AM
 ID: 96a06945-de17-45f9-8434-26af5572da0b

Cher Castellini
 CCastellini@tularecounty.ca.gov
 Purchasing Manager
 Carahsoft OBO County of Tulare
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 1F1809FA5751482...
 Signature Adoption: Pre-selected Style
 Using IP Address: 192.189.152.6

Sent: 6/26/2023 6:57:26 AM
 Viewed: 6/27/2023 5:43:37 PM
 Signed: 6/27/2023 5:43:44 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |

| Envelope Summary Events | Status | Timestamps |
|--------------------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 6/23/2023 10:31:55 AM |
| Certified Delivered | Security Checked | 6/27/2023 5:43:37 PM |
| Signing Complete | Security Checked | 6/27/2023 5:43:44 PM |
| Completed | Security Checked | 6/27/2023 5:43:44 PM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| Electronic Record and Signature Disclosure |
|---|
|---|

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Tulare (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Tulare:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: smcastellini@tularehhsa.org

To advise Carahsoft OBO County of Tulare of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at smcastellini@tularehhsa.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Tulare

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Tulare

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Tulare as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Tulare during the course of your relationship with Carahsoft OBO County of Tulare.