
Invitation For Quote (Bid)

Bid Data

BID NUMBER: 641000
COMMODITY CODE: INTERNAL: 641-02
COMMODITY TITLE: **WEED CONTROL & HERBICIDE APPLICATION**
ISSUE DATE: January 6, 2011
CONTACT: David Chang, (805) 681-5600, dchang@co.santa-barbara.ca.us

Bid Opening

DAY / DATE: Tuesday, February 8, 2011
TIME: 3:00 PM
LOCATION / MAIL ADDRESS: **Agricultural Commissioner's Office
263 Camino del Remedio
Santa Barbara CA 93110**

Bid Contents

- 1.0 **Introduction**
- 2.0 **Primary Specifications** describing what is needed
- 3.0 **Ancillary Requirements** related to this Bid
- 4.0 **Terms & Conditions** that are general in scope
- 5.0 **Instructions** for submitting a Reply
- 6.0 **Forms** to be completed & returned (sealed envelope, not fax)

Sealed written Replies to this Invitation must be received by the Agricultural Commissioner no later than the date, time and location indicated above for the Bid Opening. Submittal by fax is not acceptable.

Note: This Invitation does not constitute an order for the goods or services specified.

Send your completed proposal in a sealed envelope to:

Bid # 641000 – Due: February 8, 2011
David Chang
Agricultural Commissioner's Office
263 Camino del Remedio
Santa Barbara CA 93110

See Section 5 for additional instructions regarding Reply submittal. It is **your** complete responsibility to meet the submittal requirements. We recommend you verify the label data with the title page; the latter prevails.

1. **INTRODUCTION**

- 1.1. **INVITATION** - Thank you for your interest in this bid process. The County of Santa Barbara, Agricultural Commissioner's Office, invites Replies which offer to provide the goods and/or services identified on the title page and described in greater detail in Sections 2 through 5 below.
- 1.2. **DEFINITIONS** - We will speak with you relatively informally throughout the Invitation in order to help the process be a little more human and friendly. Even though the language is informal, we intend to express our expectations clearly, and they are to be legally interpreted to accomplish the outcome summarized in this document.
 - 1.2.1. **We / Us / Our** - These terms refer to the County of Santa Barbara, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

Purchasing - the Purchasing Division of the General Services Department, including its Purchasing Manager (also known as Purchasing Agent) and staff of professional Buyers.

Department/s - The County department/s for which this bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee - the County employee assigned as your primary contact for interaction regarding Contract performance.
 - 1.2.2. **You / Your** - These terms refer to all recipients of this Invitation. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Supplier would have different obligations than "you" as a Vendor or Bidder may have. We'll be specific whenever it seems warranted.

Vendors - All business entities, which may provide the subject goods and/or services.

Bidder - Any business entity submitting a Reply to this Invitation. Vendors that may be invited to respond or which express interest in this Invitation, but which do not submit a Reply, have no obligations with respect to the Bid requirements.

Supplier - The Bidder who's Reply to this Invitation is found by Purchasing to suit the best interests of the County. Supplier will be selected for award, and will enter into an agreement for provision of the goods and/or services described in the Invitation.
 - 1.2.3. **Bid** - refers to the entire process we're embarking on here. It includes the Invitation, the Reply, and any other related activities and documentation until the award is consummated.
 - 1.2.4. **Invitation** - includes this document, and any related attachments or amendments. An Invitation may be used to solicit various kinds of information. The kind of information this Invitation seeks is indicated by the title appearing at the top of the first page. An "Invitation For Quote" is used when we have a pretty well defined need to fulfill. An "Invitation For Proposal" is used when multiple alternative ways of meeting the need may be considered.
 - 1.2.5. **Reply** - is the document submitted according to the Invitation instructions, plus any written clarifications we may request. Reply does not include any verbal or documentary interaction you may have with us apart from submittal of a formal Reply or of responses to our written request for clarification.
 - 1.3. **INVITATION CLARIFICATION** - Questions regarding this Invitation should be directed in writing, preferably by email, to the Contact specified on the title page, as soon as possible after you receive the Invitation. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Invitation or its amendments are binding, but any oral communications between you and us are not.
 - 1.3.1. **Bidder Responsibility** - We expect you to be thoroughly familiar with all specifications and requirements of this Invitation. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this Invitation. By submitting a Reply, you are presumed to concur with all terms, conditions and specifications of the Invitation unless you have raised objection as instructed in Section 5. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award. *If at any time we discover deviations in your Reply that are not identified as instructed, you will be subject to disqualification from consideration or cancellation of contract.*
 - 1.3.2. **Invitation Amendment** - If it becomes evident that this Invitation must be amended, we will issue a formal written amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.4. **AWARD** - Award will be made to the Bidder (or bidders) whose offer is the most advantageous to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County and, as such, will not be determined by price alone.
 - 1.5. **CONTRACT EXECUTION** - This Invitation and the Supplier's Reply (pertinent sections) will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim. Additional Contract terms may be negotiated between Supplier and County.
 - 1.5.1. **RENEWALS** - The resulting Contract from this bid may be renewed for additional one-year periods of time, at the

same terms and conditions, in writing, by mutual consent between the County of Santa Barbara and the Contractor.

- 1.5.2. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Supplier's Reply (as it may be clarified);
 - 3) the provisions of the Invitation (as it may be supplemented).

2. **PRIMARY SPECIFICATIONS**

- 2.1. **SCOPE** – Provide Weed Control and Herbicide Application Services throughout Santa Barbara County per attached Scope of Work located in section 6.2. For questions or details, please contact David Chang, phone: (805) 681-5600, fax: (805) 681-5603, or email: dchang@co.santa-barbara.ca.us

3. **ANCILLARY REQUIREMENTS**

- 3.1. **BILLING ARRANGEMENTS** - A Contract will be issued for the contract period to the selected bidder for the requirements as needed for the term of the contract. All departments will utilize the same contract number; however, each department must be issued separate account numbers by the supplier for billing purposes and each department shall be individually responsible for payment for goods or services received.

PAYMENT MAY BE DELAYED OR DISALLOWED if you fail to obtain at time of each transaction, from County employee placing order, the signature, printed name, department and account number, and proper billing address.

- 3.2. **CONTRACTOR'S LICENSE** – You must be licensed to perform such work in accordance with local, state and federal laws.
- 3.3. **PROTECTION OF PROPERTY** - The Contractor shall take all needed precautions to protect the property both real and personal of the County and private individuals and shall safeguard the passing public from harm and from any eventualities arising during the course of the work. He shall make certain that these safeguards are used both during and after the hours of work.

4. **TERMS & CONDITIONS**

- 4.1. **COMPLIANCE WITH PUBLIC PROJECT CONTRACTS SPECIFICATIONS AND GENERAL CONDITIONS** - You agree to be bound by the Purchasing Division's "Specifications and General Conditions", a sample of which is attached to this Invitation.
- 4.2. **MEANINGFUL CONSEQUENCES** - In lieu of our terminating the contract as may be provided elsewhere in the Invitation, we may at our sole discretion invite you to negotiate with us to establish alternative or additional consequences, beyond any specified herein, for failure to fulfill any requirement of this Bid. By submitting a Reply, you agree to engage in such negotiations, if invited, in good faith. Any agreed consequences must be significant enough to 1) incent your future compliance and 2) mitigate satisfactorily for us for any loss or inconvenience occasioned by your failure. The consequences would be reasonable, fitting to the breach, and mutually established prior to being invoked.
- 4.3. **"NO SURPRISES"** - You will implement no changes to prices, or interpretations of contract terms, without the express, advance concurrence and consent of the Purchasing Manager.

5. **REPLY PRESENTATION & REVIEW**

- 5.1. **REPLY CONTENT** - In order to enable direct comparison of competing Replies, you must submit your Reply in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Reply being disqualified as non-responsive.
- 5.1.1. **Reply Assembly** - Assemble your Reply in the following order, with sections marked by Item letter (*Item A, Item B, ...*) and title, as appropriate. In order to conserve paper, please include multiple Items on a page wherever practical. Items marked with asterisk (*) may not exceed one page (appx 600 words) in length. Succinctness will be favored throughout.

Cover Letter *

A standard business letter may be included as an option.

Item A. Summary of Distinguishing Features *

Highlight the main features that distinguish your company from your competitors in this industry.

Item B. Company Profile *

Brief history of your company. Also describe staff composition of your company's pest control division.

Item C. Equipment List.

Provide a list of pest control equipment, owned by your company, with appropriate detail – truck or trailer mounted power sprayer with tank capacity, hose length, aerial sprayers, backpack sprayers, chainsaws etc. – to describe type of equipment.

Item D. Deviations

State on a point-by-point basis any proposed deviations from full compliance with the requirements described throughout the Invitation. You must cite the paragraph numbers from the Invitation, or describe the specific location of a requirement specified in any attachment, for each deviation proposed. Deviations *may* be considered, provided that you submit adequate explanation and justification for any proposed. If none, **so state** under a heading for this section. (*See Paragraph 1.3.1 for important information on this.*)

Item Z. Bidder Feedback (Optional)

We aim to continuously improve our bid documents and procedures. We welcome your input about your experience of replying to this Invitation, whether as a compliment or as a suggestion for future bids. Please offer any comments in a separate sealed envelope marked *Item Z. Bidder Feedback*, which will remain unopened until after award; we do not wish to be perceived as influenced in the award decision, pro or con, based on this information. (If you note a material flaw in the Invitation that could affect the outcome, it should be reported as specified in paragraph 1.3)

- 5.1.2. **Forms & Schedules** - All forms and schedules must be completed on [or in the identical format of] the forms included with this Invitation and according to the instructions provided.
- 5.1.3. **Pre-Submittal Corrections** - Replies should be free of erasures. Errors may be crossed out with corrections printed in ink or typed adjacent, and must bear dated initials of person signing the Reply.
- 5.2. **SUBMITTAL OF REPLIES** - Unfortunately, some Bidders in the past have done everything correctly up until this last stage. Replies have been turned in minutes late, or to the wrong office - and all the investment in preparing the Reply has gone down the drain. Don't let that happen to you.
- 5.2.1. **Submittal Package** - Submit, to the location specified on the title page, two (2) complete copies of your Reply in a sealed envelope, clearly marked on the outside with the proposal number and due date.
- 5.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Reply a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 5.2.3. **Submittal Deadline** - We must receive your Reply as directed no later than the date and time shown on the title page. Any Reply received after that deadline *will not* be considered *unless* you obtain the express consent of all other competing and timely replying Bidders. Absent that unlikely scenario, you will find us merciless in this. Traffic, parking, courier service or other problems (including erroneous delivery to any other County office) are not excusable. We recommend you set for yourself an earlier deadline.
- 5.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Replies will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Reply. The Replies will then be sealed and not again available for public inspection until the award is announced.
- 5.4. **REPLY CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Replies.

- 5.4.1. **Rejection or Correction of Replies** - We reserve the right to reject any or all Replies. Minor irregularities or informalities in any Reply which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Invitation conditions, may be waived at our discretion whenever it is determined to be in the County's best interest. In such cases, we may allow a Bidder to make minor corrections to any part of their Reply, with the exception of price data that could affect price comparisons between Bidders.
- 5.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Replies received which ones are best suited to meet the County's needs. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Supplier selected appears to offer the best overall solution for our current and anticipated needs.
- 5.5.1. **Investigation** - Submittal of a Reply authorizes us to investigate without limitation the background and current performance of you and your present staff. *Discovery of any material misstatement of fact may lead to disqualification of a Bidder or to cancellation of any resulting Contract.*
- 5.5.2. **Method of Evaluation** - We will evaluate submitted Replies in relation to all aspects of this Invitation, and using the input of all references consulted regarding your capacity to fulfill its terms.
- 5.5.3. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 5.5.4. **Endurance of Pricing** - Your pricing must be held until award, and may only be changed after award, if at all, according to terms specified elsewhere in this Bid.
- 5.6. **AWARD CRITERIA** - The evaluation will be in accord with, but not limited to, the results of our inquiries regarding the following criteria:
- 1) Your experience in the subject industry;
 - 2) Your expertise in the subject industry;
 - 3) Our perception of your understanding of our stated needs and specifications, as evidenced by your Reply, and possibly by interviews with your personnel; and
 - 4) Evaluation of cost in relationship to the foregoing criteria.

6. **REPLY FORMS**

The forms listed below are numbered, named and attached in order as shown. Line-by-line instructions are provided for those items not considered self-evident. Additional instructions may be found on some of the forms and schedules themselves.

6.1. **BIDDER QUESTIONNAIRE** -

Q-7 – How many years has your firm been in continuous operation?

Q-8 – What is your pest control business license number and expiration date?

Q-9 – Who is your supervising qualified applicator licensee and what is their QAL #, expiration date, and pest control categories?

Signature - The Questionnaire must bear the signature, printed name, title and direct telephone number of the person authorized to commit your company to the Contract.

6.2. **SCOPE OF WORK & QUOTATION WORKSHEET** – Complete & Return in sealed envelope (not Fax) by due date.

6.3. **REFERENCES** – List at least two (2) current accounts with similar products or programs, preferably in Southern California. The County may contact not only those clients provided by the bidder, but any other past or present clients and to utilize this information to assist in determining the acceptability of equipment or service when making final award.

6.1 Bidder Questionnaire

Q-1.	Company Name	
Q-2.	Address	
Q-3.	City/Zip	
Q-4.	Phone	
Q-5.	Email	
Q-6.	Federal Tax ID #	
Q-7.	# years in industry	
Q-8.	Pest Control Business License Information	License # _____ Expiration Date _____
Q-9.	Qualified Applicator Licensee	Name _____ License # _____ Expiration Date _____ Categories _____

If selected for award, we agree to furnish the items and/or services specified at the prices and under the conditions indicated.

Authorized Signature	
Printed Name	
Title	
Direct Phone Number	
Date Signed	

If you have any Technical Questions, Concerns or Comments, please contact:

David Chang, (805) 681-5600, dchang@co.santa-barbara.ca.us

6.2 SCOPE OF WORK

The County of Santa Barbara (County) Agricultural Commissioner's Office (Commissioner) is requesting proposals from reliable pest control business vendors (Contractor) to assist the County in its ongoing practice of controlling invasive plants, noxious weeds, and other weeds at various locations, on both public and private property, on wildlands, agricultural situations, and roadsides throughout Santa Barbara County.

The Contractor will be tasked to conduct a variety of weed control projects that range from work on flat easily accessed ground to more difficult projects that may require the contractor to climb, work on uneven terrain, in dirty or muddy conditions, with spiny or toxic plants, to manually or mechanically dig or cut plants, with herbicides and other chemicals, or work in other unpleasant conditions.

Plant species targeted for control in the 2011 calendar year include artichoke thistle, giant reed, saltcedar, Russian knapweed, silverleaf nightshade, false caper, pampasgrass and jubatagrass.

The Contractor will need to be competent in the selection and use of appropriate herbicides and control methods that will be effective and legal for the task. Consultation with the Commissioner will help determine appropriate herbicide choice and methods.

Especially in areas where species of concern may be present, the Contractor will need to be competent in the recognition of non-target plants in order to avoid treatment of those plants. Also, the Contractor will need to be aware of human, agricultural, and wildlife resources nearby treatment sites in order to avoid conflict with those resources.

The Contractor will provide an estimate for time and materials for each assigned task. The estimate should be written for completion of the task. Tasks will be paid on time and materials basis. Should the task not be completed per the estimate, the Contractor and the Commissioner may renegotiate the task.

This proposal requires that the Contractor bid a per hour price for weed control and associated costs. Prices will be good for one (1) year from contract date.

Contractor shall not directly charge for repair or purchase of equipment. Contractor shall not charge for time when staff are not working because of equipment malfunction, other non-use, or inclement weather. Contractor shall assume all liability and responsibility for himself, his employees, and any other property he may use in his business.

Contractor's invoices will need to indicate sufficient detail to indicate personnel costs, by class and rate; name and amount of herbicide used; and other charges as may be allowed. In-kind and cash contributions also need to be documented on the invoice for the period covered by the invoice.

The Contractor shall furnish sufficient personnel responsible for this service to be negotiated with the County. Each worker shall perform their duties in accordance with these specifications and in a manner that will not endanger the employee's health or safety of others. Contractor and his employees shall be attired in appropriate protective clothing and footwear. The Contractor shall furnish a vehicle, chemical resistant gloves, safety glasses, hearing protection if warranted, and any other safety equipment that is necessary for this type of work. Contractor shall at all times comply with CA Dept of Pesticide Regulation, OSHA and Cal-OSHA requirements.

The Commissioner reserves the right to supplement the Contractor's workforce with Commissioner staff or other workforce suppliers such as the California Conservation Corps, or other Contractors, as negotiated.

Once a Contractor is chosen, a contract between Contractor and County will be negotiated and approval from the County Board of Supervisors will be sought. Contractor, prior to the Board of Supervisors' approval, will need to show sufficient liability and workers' compensation insurance and will be asked to add County on Contractor's insurance policy as an "additional insured." A copy of the endorsement evidencing that County has been added as a named additional insured on the policy will need to be attached to the certificate.

Compliance with County Terms & Conditions – You agree to be bound by the County's Standard Terms and Conditions (available at the County's website).

Many factors will be considered in choosing a Contractor, among them, price, dependability, and experience. The County reserves the right to choose more than one Contractor or no Contractor at all.

6.2 QUOTATION WORKSHEET

Bidder Name: _____

Please indicate your staff costs per hour and breakdown per hour or per cent for weed control labor:

Title	Total Rate	Pay Rate	Benefits	Overhead
1. Supervisor	\$ _____	\$ _____	_____	_____
2. Staff	\$ _____	\$ _____	_____	_____
3. _____	\$ _____	\$ _____	_____	_____
4. _____	\$ _____	\$ _____	_____	_____

Travel costs:

1. \$ _____ per ☐ hour or ☐ mile
2. \$ _____ per ☐ hour or ☐ mile

Pest control equipment:

Equipment type:

Cost:

- | | |
|----------|---|
| 1. _____ | \$ _____ per <input type="checkbox"/> hour or <input type="checkbox"/> mile |
| 2. _____ | \$ _____ per <input type="checkbox"/> hour or <input type="checkbox"/> mile |
| 3. _____ | \$ _____ per <input type="checkbox"/> hour or <input type="checkbox"/> mile |
| 4. _____ | \$ _____ per <input type="checkbox"/> hour or <input type="checkbox"/> mile |
| 5. _____ | \$ _____ per <input type="checkbox"/> hour or <input type="checkbox"/> mile |

Additional Charges: County does not expect any additional charges above the rates given above; however, if you foresee any, you must fully describe them. Please be thorough and describe them so that there will be no questions regarding these charges. You may attach additional pages if needed.

6.3 References

R-1.	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	

Comments:

R-2.	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	

Comments:



Public Project Contracts Specifications and General Conditions

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our/County") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/you/Contractor"), including your agents, employees or sub-contractors. **Your signature means you have read and accepted these terms and conditions.**

SPECIFICATIONS

The contractor shall furnish all tools, equipment, apparatus, labor, materials, workmanship, transportation, and services necessary to perform and complete the job at the designated location according to the contract specifications.

1. **EXAMINATION OF SITE.** The contractor shall have examined the site of work and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.
2. **RESPONSIBILITIES OF THE CONTRACTOR.** It shall be the responsibility of the Contractor to establish knowledge of the general area and the specific site to familiarize himself with the access and egress, construction or building difficulties and method of delivery and installation, all of which could affect his ability to perform the work. It shall be the responsibility of the Contractor to cope with all these eventualities.
3. **PROTECTION OF PROPERTY.** The Contractor shall take all needed precautions to protect the property both real and personal of the County and private individuals and shall safeguard the passing public from harm and from any eventualities arising during the course of the work. He shall make certain that these safeguards are used both during and after the hours of work.
4. **WORKMANSHIP.** All work shall be performed in a neat and professional manner using the best recognized practices of the particular trade involved and shall be accomplished by mechanics and workers skilled and trained to properly complete the work required. The work shall proceed vigorously to completion once it is started.
5. **COSTS.** The contract price is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the work and shall include all of the Contractor's profits, supervision, and other expenses. This amount shall include all of the Contractor's costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, and any other benefits, costs, or charges required to be forwarded by the Contractor.

GENERAL CONDITIONS

1. **LOSS OR DAMAGE.** The County or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said work, or part thereof, or in or about the same during the work and before acceptance and the said Contractor shall assume all liability of every kind or nature arising from said work, either by accident, negligence, theft, vandalism, or any causes whatever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence or any cause whatever.
2. **INSURANCE. BEFORE COMMENCING ANY WORK UNDER THIS CONTRACT,** the Contractor shall file with the County Purchasing Division a policy, or certificate of:
 - a) Public Liability Insurance and Property Damage Insurance, including vehicle coverage, in an amount not less than \$1,000,000.00 combined single limit naming the County of Santa Barbara as additional insured. Said insurance policy shall be issued by a company licensed to transact business in the State of California, **SHALL NAME THE COUNTY AND THE CONTRACTOR AS ADDITIONAL INSURED** and shall be issued for operations under this contract. **A copy of the endorsement evidencing that the COUNTY has been added as a named additional insured on the policy, must be attached to the certificate of insurance.** Said policy shall be issued at the expense of the Contractor and shall be maintained by the Contractor during the entire life of the contract.

- b) Proof of the maintenance of adequate Worker's Compensation Insurance.

3. **BONDS.** For contracts of \$10,000.00 or more, the contractor will furnish the following bonds **IF AND WHEN REQUIRED:**

- a) Labor and Material Bond of 50% of the Contract price.
- b) Faithful Performance Bond for 100% of the Contract price.

4. **HOURS OF WORK.** Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time for the Contract, or by any sub-contractor under this Contract, upon the work, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein as if fully set out; and it is further expressly stipulated that for each and every violation for said last named stipulation, said Contractor shall forfeit, as a penalty to the County, Twenty-five Dollars (\$25.00) for each worker employed the Contractor in the execution of this contract; or by any sub-contractor under this Contract, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of said section of the Labor Code.

5. **WAGE RATES.** In accordance with the requirements of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations, has determined the general prevailing rate of per diem wages for workmen required to perform the subject work. A copy of such prevailing wage rate is on file with the Director of Public Works, County Engineering Building, 123 E Anapamu St., Santa Barbara, California and is available for inspection.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any sub-contractor under his direction, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed by them in the execution of the Contract.

It is hereby further agreed that the Contractor shall forfeit to the County, as a penalty, Twenty-Five Dollars (\$25.00) for each laborer, worker or mechanic employed for each calendar day or portion thereof, who is paid less than the said stipulated rates for any work done under the contract, by him or by any sub-contractor under him. The difference between said stipulated rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than said stipulated rate shall be paid to each worker by the Contractor.

6. **NON-DISCRIMINATION IN EMPLOYMENT.** Federal and State Laws prohibit discrimination in employment.

The California Fair Employment Practices Act (Labor Code Section 1410 to 1433) prohibits discrimination in employment on the basis of race, religion, color, sex, physical handicap, medical conditions, marital status, age, national origin or ancestry, and applies to all employers, employment agencies and labor organizations.

Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section 1000c-2000c-17) prohibits employment or discrimination on the basis of race, color, sex, religion, or national origin, and applies to all employers that employ at least 15 workers during each working day in each of 20 or more calendar weeks in the current or preceding year.

In addition to these two laws of general application, there are other Federal and state laws that prohibit employment discrimination.

7. **TERMINATION OF CONTRACT.** The County of Santa Barbara Purchasing Agent may, by giving ten (10) days written notice to the vendor, terminate the contract, prior to the designated ending date, FOR DUE CAUSE. Due cause for termination of contract shall be, but not limited to, the best interest of the County, 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.