

# Heavy Duty Tires

# **Solicitation 080-C024782-DS**

## **HEAVY DUTY TIRES**

### **Bid Designation: Public**



**County of Orange**

## Bid 080-C024782-DS HEAVY DUTY TIRES

Bid Number	<b>080-C024782-DS</b>
Bid Title	<b>HEAVY DUTY TIRES</b>
Bid Start Date	<b>Aug 21, 2019 1:47:06 PM PDT</b>
Bid End Date	<b>Sep 5, 2019 4:00:00 PM PDT</b>
Question & Answer End Date	<b>Aug 28, 2019 4:00:00 PM PDT</b>
Bid Contact	<b>Derek W Savosh Office Specialist derek.savosh2@ocpw.ocgov.com</b>
Bid Contact	<b>Nancy J Foroughi Supervising Procurement Contract Specialist nancy.foroughi@ocpw.ocgov.com</b>
Bid Contact	<b>Uriah T Creighton Procurement Buyer uriah.creighton@ocpw.ocgov.com</b>
Contract Duration	<b>5 years</b>
Contract Renewal	<b>Not Applicable</b>
Prices Good for	<b>120 days</b>
Standard Disclaimer	<b>The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.</b>
Bid Comments	<p><b>THIS IS A FULLY ELECTRONIC BID AND ALL BIDS MUST BE SUBMITTED THROUGH THIS WEBSITE. NO OTHER FORM OF BID SUBMITTAL WILL BE ACCEPTED. VENDORS ARE ADVISED TO READ THE INSTRUCTIONS BELOW:</b></p> <p><b>OC PUBLIC WORKS IS SOLICITING BIDS FROM CONTRACTORS INTERESTED IN ENTERING INTO A FIVE (5) YEAR CONTRACT FOR HEAVY DUTY TIRES. IF APPLICABLE, CONTRACTOR IS REQUIRED TO PAY PREVAILING WAGES FOR ALL APPLICABLE WORK PERFORMED ON COUNTY PROPERTY. PLEASE SEE ATTACHED DOCUMENT "ORANGE COUNTY DISTRICT ATTORNEY'S PUBLIC WORK UNIT" FOR INFORMATION ON PREVAILING WAGES.</b></p> <p><b>ALL QUESTIONS PERTAINING TO THIS INVITATION FOR BID (IFB) MUST BE SUBMITTED THROUGH BIDSYNC . ANY COUNTY RESPONSE RELEVANT TO THIS IFB OTHER THAN THROUGH OR APPROVED BY OC PUBLIC WORKS/PURCHASING IS UNAUTHORIZED AND WILL BE CONSIDERED INVALID.</b></p> <p><b>BIDDERS MUST FILL OUT THE ATTACHED BIDDERS CERTIFICATION, COMPANY PROFILE AND REFERENCES FORMS AND SUBMIT WITH BID TO BE DEEMED RESPONSIVE.</b></p> <p><b>** <u>BIDDERS ARE ADVISED</u> ** TO CAREFULLY READ THE COUNTY TERMS AND CONDITIONS, INSURANCE REQUIREMENTS, AND THE MODEL CONTRACT INCLUDING ATTACHMENT A (SCOPE OF</b></p>

**WORK) AND ATTACHMENT B (VENDOR PRICING), PRIOR TO SUBMITTING A BID. AWARDED CONTRACTOR MUST PROVIDE ALL INSURANCE REQUIREMENTS WITHIN SEVEN (7) DAYS OF RECOMMENDATION OF AWARD, BUT PRIOR TO OFFICIAL CONTRACT AWARD.**

**CONTRACTOR WILL BE REQUIRED TO SIGN A CONTRACT UPON AWARD. IF CONTRACTOR IS A CORPORATION, SIGNATURES WILL BE PROVIDED IN ACCORDANCE WITH THE CORPORATIONS CODE.**

**\*\*\*\* IMPORTANT DATES \*\*\*\***

**THURSDAY, AUGUST 28, 2019 - QUESTIONS DUE BY 4:00 P.M.**

**THURSDAY, SEPTEMBER 5, 2019 - BIDS DUE BY 4:00 P.M**

**Added on Sep 3, 2019:**

**ADDENDUM 1 ISSUED TO CLARIFY ATTACHMENT A SECTION III SHIPPING AND DELIVERY.**

**BIDDERS ARE TO ACKNOWLEDGE AND SIGN THE ADDENDUM**

**\*\*\*\* IMPORTANT DATES \*\*\*\***

**THURSDAY, SEPTEMBER 5, 2019 - BIDS DUE BY 4:00 P.M**

**Item Response Form**

Item **080-C024782-DS--01-01 - Part#91043 - Michelin XZE - 225/70R19.5 or Approved Equal**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1**

**Description**

Part#91043 - Michelin XZE - 225/70R19.5 or Approved Equal

Item **080-C024782-DS--01-02 - Part #9807 - Michelin X Line Z - 315/80R22.5 L or Approved Equal**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1**

**Description**

Part #9807 - Michelin X Line Z - 315/80R22.5 L or Approved Equal

Item **080-C024782-DS--01-03 - Part #24975 - Michelin XDS2 - 225/70R19.5 or Approved Equal**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1**

**Description**

Part #24975 - Michelin XDS2 - 225/70R19.5 or Approved Equal

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Item **080-C024782-DS--01-04 - Part#2392 - Yokohama RY023 Stem-2 - 11R22.5 or Approved Equal**
Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#2392 - Yokohama RY023 Stem-2 - 11R22.5 or Approved Equal

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Item **080-C024782-DS--01-05 - Part#74733 - Yokohama 104ZR - 12/R22.5 or Approved Equal**
Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#74733 - Yokohama 104ZR - 12/R22.5 or Approved Equal

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Item **080-C024782-DS--01-06 - Part#627001 - Yokohama MY627W- 315/80R22.5 or Approved Equal**
Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#627001 - Yokohama MY627W- 315/80R22.5 or Approved Equal

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Item **080-C024782-DS--01-07 - Part#25301 - Yokohama RY253- 385/65R22.5 or Approved Equal**
Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#25301 - Yokohama RY253- 385/65R22.5 or Approved Equal

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Item **080-C024782-DS--01-08 - Part#25304 - Yokohama RY253- 425/65R22.5 or Approved Equal**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
Part#25304 - Yokohama RY253- 425/65R22.5 or Approved Equal

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Item **080-C024782-DS--01-09 - Part#98035 - BF Goodrich DR444- 11R22.5 or Approved Equal**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
Part#98035 - BF Goodrich DR444- 11R22.5 or Approved Equal

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Item **080-C024782-DS--01-10 - Part#55458 - BF Goodrich ST230- 315/80R22.5 or Approved Equal**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
Part#55458 - BF Goodrich ST230- 315/80R22.5 or Approved Equal

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Item **080-C024782-DS--01-11 - Part#11379 - BF Goodrich All-Terrain T/A KO- LT245/75R16 or Approved Equal**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
Part#11379 - BF Goodrich All-Terrain T/A KO- LT245/75R16 or Approved Equal

Item **080-C024782-DS--01-12 - Part#5140450000 - Continental HSU2 WT- 315/80R22.5 or Approved Equal**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1**

**Description**

Part#5140450000 - Continental HSU2 WT- 315/80R22.5 or Approved Equal

Item **080-C024782-DS--01-13 - Part#5110750000 - Continental Conti Coach HA3- 315/80R22.5 or Approved Equal**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1**

**Description**

Part#5110750000 - Continental Conti Coach HA3- 315/80R22.5 or Approved Equal

Item **080-C024782-DS--01-14 - Part#5320370000 - Continental HTR2- 215/75R17.5 or Approved Equal**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1**

**Description**

Part#5320370000 - Continental HTR2- 215/75R17.5 or Approved Equal

Item **080-C024782-DS--01-15 - Part#4920070000 - Continental HTR2- 235/75R17.5 or Approved Equal**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1**

**Description**

Part#4920070000 - Continental HTR2- 235/75R17.5 or Approved Equal

Item **080-C024782-DS--01-16 - Part#5350190000 - Continental HTC1 - 445/65R22.5 or Approved Equal**

Quantity **1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#5350190000 - Continental HTC1 - 445/65R22.5 or Approved Equal

Item

**080-C024782-DS--01-17 - Part#5122180000 - Continental HSR - 225/70R19.5 or Approved Equal**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#5122180000 - Continental HSR - 225/70R19.5 or Approved Equal

Item

**080-C024782-DS--01-18 - Part #244329 - Bridgestone M860A - 315/80R22.5 or Approved Equal**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part #244329 - Bridgestone M860A - 315/80R22.5 or Approved Equal

Item

**080-C024782-DS--01-19 - Part#233670 - Bridgestone M854 - 425/65R22.5 or Approved Equal**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#233670 - Bridgestone M854 - 425/65R22.5 or Approved Equal

Item

**080-C024782-DS--01-20 - Part #241439 - Bridgestone M854 - 385/65R22.5 or Approved Equal**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST  
SANTA ANA CA 92701-4205

**Qty 1****Description**

Part #241439 - Bridgestone M854 - 385/65R22.5 or Approved Equal

Item **080-C024782-DS--01-21 - Part#362123 - Firestone Duraforce HD-NHS - 265/70D16.5 or Approved Equal**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST  
SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#362123 - Firestone Duraforce HD-NHS - 265/70D16.5 or Approved Equal

Item **080-C024782-DS--01-22 - Part#315486 - Firestone All Traction Utility R-4 -17.5L-24 or Approved Equal**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST  
SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#315486 - Firestone All Traction Utility R-4 -17.5L-24 or Approved Equal

Item **080-C024782-DS--01-23 - Part#327727 - Firestone All Traction Utility R-4 -21L-24 or Approved Equal**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST  
SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#327727 - Firestone All Traction Utility R-4 -21L-24 or Approved Equal

Item **080-C024782-DS--01-24 - Part#362131 - Firestone Duraforce HD-NHS - 305/70D16.5 or Approved Equal**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#362131 - Firestone Duraforce HD-NHS - 305/70D16.5 or Approved Equal

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**Item 080-C024782-DS--01-25 - Part#425214 - Firestone SGG RB G-2 - 14/-24 or Approved Equal****Quantity 1 each**Unit Price **Delivery Location County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#425214 - Firestone SGG RB G-2 - 14/-24 or Approved Equal

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**Item 080-C024782-DS--01-26 - Part#1133391706 - Doublecoin RT500 - 10R17.5 or Approved Equal****Quantity 1 each**Unit Price **Delivery Location County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#1133391706 - Doublecoin RT500 - 10R17.5 or Approved Equal

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**Item 080-C024782-DS--01-27 - Part#2.116.7984 - Solideal SL R4 - 16.9x28 or Approved Equal****Quantity 1 each**Unit Price **Delivery Location County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#2.116.7984 - Solideal SL R4 - 16.9x28 or Approved Equal

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**Item 080-C024782-DS--01-28 - Part #325880 - Solideal SLA R-4 - 17.5L24 or Approved Equal****Quantity 1 each**Unit Price **Delivery Location County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1**

**Description**

Part #325880 - Solideal SLA R-4 - 17.5L24 or Approved Equal

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Item **080-C024782-DS--01-29 - Part#366BDM280 - Bandag BDM Retread - 315/80R22.5 or Approved Equal**
Quantity **1 each**Unit Price 
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**
**Description**

Part#366BDM280 - Bandag BDM Retread - 315/80R22.5 or Approved Equal

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Item **080-C024782-DS--01-30 - Part#388BDL - Bandag BDL Retread - 11R22.5 or Approved Equal**
Quantity **1 each**Unit Price 
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**
**Description**

Part#388BDL - Bandag BDL Retread - 11R22.5 or Approved Equal

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Item **080-C024782-DS--01-31 - Part #389BRX - Bandag BRX - 12R22.5 or Approved Equal**
Quantity **1 each**Unit Price 
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**
**Description**

Part #389BRX - Bandag BRX - 12R22.5 or Approved Equal

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Item **080-C024782-DS--01-32 - Part #389AP2 - Bandag UAP2 - 12R22.5 or Approved Equal**
Quantity **1 each**Unit Price 
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**
**Description**

Part #389AP2 - Bandag UAP2 - 12R22.5 or Approved Equal

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Item **080-C024782-DS--01-33 - MISCELLANEOUS TIRES - DISCOUNT OFF PRICE LIST**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1**

**Description**

MISCELLANEOUS TIRES - DISCOUNT OFF PRICE LIST (PROVIDE PERCENTAGE DISCOUNT IN SUPPLIER NOTES)

The County of Orange, OC Public Works, (hereinafter referred to as “County”) is requesting competitive bids from qualified firms, (hereinafter referred to as “Bidder”). The awarded Contract, (hereinafter referred to as “Contract”) will be between the County and awarded Bidder, (hereinafter referred to as “Contractor”) in accordance with the model contract terms, conditions and scope of work. This is a fully electronic solicitation – only electronic bids submitted through BidSync will be allowed; no other form of bid submittals will be accepted. Prior to submitting a bid, Bidders are advised to carefully read the instructions below, including the model contract and any solicitation attachments/exhibits.

**I. GENERAL INFORMATION**

1. **Important Notice:** The County of Orange has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. If any person contemplating submitting a bid in response to this IFB is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they must submit a written request for clarification/interpretation to the County Deputy Purchasing Agency (“DPA”) via the County’s on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

**Bidders are not to contact other County personnel with any questions or clarifications concerning this Invitation for Bid (IFB).** OC Public Works/Procurement Services will provide all official communication concerning this IFB. Any County response relevant to this IFB other than through or approved by OC Public Works/Procurement Services is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County’s on-line bid system at: <https://www.bidsync.com>. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the Deputy Purchasing Agent. The County will make reasonable efforts to provide a copy of such addendum to each person/firm receiving the original solicitation documents directly from the County. However, the County does not guarantee receipt by Bidder of all addenda. It is the responsibility of each Bidder to periodically check the County’s on-line bid system to ensure that they have received and reviewed any and all addenda to this solicitation. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**All questions or requests for interpretation must be received by the time and date specified in the IFB notice.**

2. **Bid Validity:** Bids will be valid for a period of 120 days after IFB closing date
3. **Business Hours:** OC Public Works/Procurement Services regular business hours are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday. OC Public Works/Procurement Services will be closed on the following County holidays this year:

**January 1, 2019**  
**January 21, 2019**  
**February 12, 2019**  
**February 18, 2019**  
**May 27, 2019**  
**July 4, 2019**  
**September 2, 2019**  
**October 14, 2019**  
**November 11, 2019**  
**November 28, 2019**  
**November 29, 2019**  
**December 25, 2019**

4. Orange County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
5. The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at [www.dnb.com](http://www.dnb.com). If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.

## II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Before submitting a bid, Bidders shall carefully examine the solicitation contents, including the Model Contract Terms, Conditions and Scope of Work. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the Contract. The Model Contract contained in this solicitation is the Contract proposed for execution. Upon award, awarded Bidder will be required to sign and submit Contract for execution.

2. This document consists of the following:

Section I	General Information
Section II	General Instructions and Provisions
Section III	County of Orange Child Support & W-9 Requirements

3. **Responsive bids shall include the following completed submittals:**

- i. Company Profile & References
- ii. Bidder Certification form

4. **Upon recommendation of contract award, Contractor will be required to submit the following documents with seven (7) days of County notification, unless otherwise specified in the solicitation:**

- i. Insurance                      Certificate(s) of Insurance including additional Insured Endorsement(s)  
(See Model Contract)
- ii. County of Orange Child Support Enforcement Certificate requirements
- iii. W-9                              Current signed form W-9 (Taxpayer Identification Number &  
Certification) which includes Contractor's legal business name(s)
- iv. Signed Contract              Awarded Bidder will be required to sign a contract upon award.  
If Bidder is a corporation, signature will be provided in accordance  
with the corporation's code as specified in this solicitation.

5. **Pricing (Attachment B of the Model Contract):**

- i. Bid prices quoted shall be firm for the full term of the Contract.
- ii. Bidder shall utilize BidSync to provide all-inclusive, firm fixed pricing, in accordance with the requirements of the Model Contract for the full term of the Contract. **The bid price(s) shall include all fees, including, shipping, freight, transportation, travel and any other fees. No additional compensation will be allowed.**
- iii. Bid prices offered shall reflect all addenda issued by the County.
- iv. Bids shall be submitted only for the items and/or services as stated in the Scope of Work; bids for other than the items and/or services listed will not be considered.

- v. The County will only consider firm price bids.
  - vi. The net amount of profit will remain firm during the period of the Contract. Contract adjustments which increase Contractor's profit will not be allowed.
  - vii. All price/rate decreases will automatically be extended to the County.
  - viii. Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of County.
6. **Substitutions:** Bids offering equivalent items meeting the standards of quality specified in the solicitation may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the specified brand. Unless Bidder specifies otherwise, it is understood that the Bidder is offering the brand item as specified in the solicitation. If Bidder bids an "equal," Bidder must state the brand name and must submit complete specifications and/or provide samples with the bid. Determination of equality shall be at the sole discretion of the County, and the County reserves the right to request a sample for determining equality with the specified brand. If it has been justified and accepted by the requesting agency/department and/or a County standards committee that only one brand can meet the County's requirements, "no exceptions" shall be noted in the specifications.
7. **Company Profile & References:** Bidder shall utilize the forms provided to satisfy this requirement.
8. **Bidder Certification:** Bidder shall utilize the form provided to certify any Conflict of Interest, Litigation and Name/Ownership Changes.
9. Bidders shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the County.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within the County's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the County may consider permitting withdrawal of specific line item(s) or combination of items.

10. The County shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:
- i. Preparing its bid in response to this IFB;
  - ii. Submitting that bid to the County;
  - iii. Negotiating with the County any matter related to the bid; and,
  - iv. Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.
11. **Protests:** In the event a Bidder believes that the County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the Bidder believes that any resulting Contract would be commercially impractical to perform, the Bidder must file a written protest with the Deputy Purchasing Agent.

a. **Procedure**

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- i. The name, address and telephone number of the protester;
- ii. The signature of the protester or the protester's representative;
- iii. The solicitation or contract number;
- iv. A detailed statement of the legal and/or factual grounds for the protest; and
- v. The form of relief requested.

**b. Protest of Bid/Proposal Specifications:**

All protests related to bid or proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

**c. Protest of Award of Contract:**

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

i. Protest Process

1. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Procurement Officer or the Procurement Appeals Board renders a decision on the protest.
2. Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
3. The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
4. If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

ii. Appeal Process

1. If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to:

Office of the County Procurement Officer  
1300 South Grand Avenue, Building A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705

2. Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
3. The decision of the County Procurement Officer on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

## 12. Acceptance/Rejection/Award

- i. Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The County shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the County.
- ii. The lowest, responsive, responsible, Bidder will be recommended for contract award.
- iii. Bids will be reviewed by the County for responsiveness to all requirements. The County has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- iv. Only those responsible, responsive bids meeting all solicitation requirements and specifications shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
  1. **Please take notice, non-acceptance of County of Orange terms and conditions may deem a bid non-responsive. The County will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.**
- v. The lowest responsive, responsible bid(s) may be subject to further negotiations.
- vi. Final award determination based upon the lowest responsive, responsible bid, may also include a review of successful Bidder's qualifications, experience, and resources; Bidder's ability to meet the requirements and perform the services specified in this solicitation; Bidder's references and past performance; and Bidder's acceptance of County of Orange terms and conditions. In addition, County reserves the right to verify and validate any information prior to Contract Award and during the entire term of the Contract.
- vii. By submitting a response to this solicitation, Bidders agree to accept the decision of the Deputy Purchasing Agent as final.
- viii. Awarded Bidder will be required to sign a contract upon award. If Bidder is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

13. **Rights Reserved to County:** The County reserves the right to:
- i. Waive, at its discretion, any irregularity or informality, which the County deems correctable or otherwise not warranting rejection of the bid.
  - ii. The County reserves the right, at its sole discretion, to make multiple awards to Bidders for services requested in this solicitation.
  - iii. Accept or reject in whole or in part any or all bids received as a result of this solicitation at its sole discretion and to solicit for new bids, as the best interest of the County may require;
  - iv. Negotiate the final Contract with the lowest, responsive and responsible Bidder or Bidders as necessary to serve the best interests of the County;
  - v. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representation that any contract will be awarded to any Bidder responding to this solicitation;
  - vi. Award its total requirements to one Bidder or to apportion those requirements among two or more Bidders as the County may deem to be in its best interests; therefore, bids must be provided for each item separately; “all-or-none” bids will not be accepted unless in the best interest of the County.
14. **Cash Discounts:** The County encourages Bidders to offer cash discounts for prompt payment of invoices. Cash discounts offered by Bidders for the prompt payment of invoices will be considered in evaluating offers to determine the successful Bidder for award of any resulting contract.
15. **Joint Bids:** Where two or more Bidders desire to submit a single bid in response to a solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms, but not with multiple firms doing business as a joint venture.
16. **Sample to Determine Responsiveness to Technical Requirements for purpose of Award:**
- a. Samples of items, when required by the County, must be furnished free of expense to the County, unless otherwise provided.
  - b. Unless expressly set forth in the solicitation, the sample or samples furnished must be identical in all respects to the product or products being offered to the County.
  - c. Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the County to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the County as indicated by the manufacturer and model number specified in the solicitation.
  - d. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Bidder's expense.
  - e. Samples may be required prior to award. If requested, such samples must be delivered to a County specified address within the timeframe identified specified by the County. Failure to submit samples as specified may be grounds for rejection.

17. **Unfair Practices and Other Laws:** Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable County, State and Federal laws and regulations.
18. **Independence of Bid:** By submitting a bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.
19. **Americans with Disability Act (ADA):** To comply with the non-discrimination requirements of the ADA, it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you must contact the buyer listed in the solicitation.
20. **Bidder Advisory:** The County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

### III. COUNTY OF ORANGE CHILD SUPPORT AND W-9 REQUIREMENTS

1. **Orange County Child Support:** In order to comply with the child support enforcement requirements of the County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the contract administrator, the Deputy Purchasing Agent, or the agency/department deputy purchasing agent:
  - A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
  - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment may result in the Contract being awarded to another Contractor, or in the event a Contract has been issued, shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

2. **Department of the Treasury, Internal Revenue Service Form W-9 Requirement:** Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the Deputy Purchasing Agent, the required W-9 or W-8.

**CONTRACT MA-080-xxxxxxx**

**FOR**

**HEAVY DUTY TIRES**

**BETWEEN**

**OC PUBLIC WORKS**

**AND**

**INSERT CONTRACTOR NAME**



**CONTRACT MA-080-XXXXXXXX**  
**WITH**  
**INSERT COMPANY NAME**  
**FOR**  
**HEAVY DUTY TIRES**

THIS CONTRACT MA-080-xxxxxxxx for Heavy Duty Tires (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and Contractor Name TBD, with a place of business at Contractor Address TBD (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services

Attachment B – Payment/Compensation

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Heavy Duty Tires under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Heavy Duty Tires as set forth herein, and Contractor represented that it is qualified to provide Heavy Duty Tires to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Heavy Duty Tires to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

**ARTICLES**

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article "Z"** below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for

payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:**
- Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing

work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article "Z"** below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- The County reserves the right to audit and verify the Contractor's records before final payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.
- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

### **Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Heavy Duty Tires from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence November 24, 2019 and continue for five (5) calendar years from that date, unless otherwise terminated by County.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
4. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the

Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

8. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
9. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

10. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Procurement Officer, or the agency/department Deputy Purchasing Agent:
- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
  - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

11. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
12. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
13. **Disputes – Contract:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, as specified in Article 19. “Notices,” such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

14. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - a. The dangers of drug abuse in the workplace;
    - b. The organization's policy of maintaining a drug-free workplace;
    - c. Any available counseling, rehabilitation and employee assistance programs; and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
  2. The Contractor violates the certification by failing to carry out the requirements as noted above.
15. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government

entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at

[http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

16. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
17. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.
- Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.
- Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.
18. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.

- 19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: <name TBD>  
 Attn: TBD  
 <Address TBD>  
 <City, ST, Zip TBD>  
 Phone: <TBD>  
 Email: <TBD>

County’s Project Manager: OC Public Works/xxxxxxxxxxxxxx  
 Attn: <TBA>  
 Address  
 City ST Zip  
 Phone: <TBA>  
 Email: <TBA>@ocpw.ocgov.com

cc: OC Public Works/Procurement Services  
 Attn: Derek Savosh, County DPA  
 300 North Flower Street, Suite 861  
 Santa Ana, CA 92703  
 Phone: 714-667-xxxxxxx  
 Email: xxxxxxxxxxxx@ocpw.ocgov.com

- 20. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 21. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
- 22. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

23. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

**Signature Page follows**

MODEL CONTRACT

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**TBD\***

Signature	Name	Title	Date
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Signature	Name	Title	Date
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**COUNTY OF ORANGE**, A political subdivision of the State of California

**COUNTY AUTHORIZED SIGNATURE:**

Deputy Purchasing Agent

Signature	(Print) Name	Title	Date
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\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A**  
**SCOPE OF WORK**

1. **SCOPE OF WORK:** Contractor shall provide tires, tubes and related parts for the County of Orange, OCPW/Fleet Management vehicles; on an as needed basis. Services will be provided in accordance with the County Contract Terms, Conditions and this Scope of Work. Contractor shall supply the County with tires, tubes and related parts for the County of Orange, OCPW/Fleet Management vehicles on an “as-needed” basis for the entire Contract term for various facilities.
  
2. **MINIMUM CONTRACT REQUIREMENTS:**
  - A. Contractor shall provide brand new, first quality (Class A) tires of the latest design, equal to, or better than original equipment will be accepted, except where “Retreaded” is specified.
  - B. County may purchase other miscellaneous brand tires as required to meet the needs of the County.
  - C. Any manufacturer’s names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications; are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions, and such references are not intended to be restrictive.
  - D. Retreaded tires shall be “Pre-cure” processed, utilizing “Recommended Specification Guidelines (04/03)” and shall comply with Department of Transportation (DOT) Required Markings for Retreaded Truck Tires and the Motor Carrier Safety (\*1087 Tire Condition and Use – applies to CA ONLY). All retread tires shall be processed by a reputable retreading company and shall carry a warranty at least as good as a comparable new tire.
  - E. Contractor must stock a reasonable quantity of the tires with the ability to meet all the County’s needs as specified in Attachment B. During the term of the Contract, if any specified tire is unavailable for more than 24 hours, the Contractor shall be required to immediately substitute with an equal or equivalent tire(s) at the same unit price as the tire being substituted (Contract price).
  - F. In case of an emergency, the County may purchase tires from another vendor if attempts to contact the Contractor are not immediately successful.
  - G. Orders must be delivered within a 24-hour time frame from the point of receiving the initial order unless otherwise agreed upon with the Parts Supervisor.
  
3. **SHIPPING AND DELIVERY:**
  - A. At time of tire(s) pickup by County employee(s) or tire(s) delivery by Contractor, the Contractor must accept old tire(s) on a one to one exchange of old tire(s) and new tire(s) for disposal, at no extra charge. If the above procedure cannot be established, then a procedure and schedule for pickup of old tires between the Contractor and the County shall be agreed upon. The Contractor agrees to accept the County’s used tires, and to monitor the recycling of used tires in accordance with the California Tire Recycling Act at no extra charge.

Participating County of Orange locations that will require delivery of tires, tubes and other related parts include, but not limited to:

OCPW/Fleet Management-Whse 7  
445 Civic Center Drive West  
Santa Ana, Ca 92701  
(714) 955-0392

OCPW/Fleet Management-Whse 2  
1102 E. Fruit Street  
Santa Ana, Ca 92701  
(714) 955-0284

OCPW/Fleet Management-Whse 8  
2023 W. Collins Ave  
Santa Ana, Ca, 92701  
(714) 955-0188

OCPW/Fleet Management-Whse 9  
30102 Pacific Island Drive  
Laguna Niguel, Ca 92677  
(714) 955-0280

If the Contractor has a location within Orange County, the Contractor must charge Orange County's current tax rate. It is the Contractor's responsibility to generate their invoicing from their Orange County location.

**ATTACHMENT B  
PAYMENT/COMPENSATION**

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Heavy Duty Tires as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. Price list:

Line	Tire Size	Brand	Tread/Description	MFG Part	Contract Price
1	225/70R19.5	Michelin	XZE	91043	
2	315/80R22.5 L	Michelin	X Line Z	9807	
3	225/70R19.5	Michelin	XDS2	24975	
4	11R22.5	Yokohama	RY023 Stem-2	2392	
5	12/R22.5	Yokohama	104ZR	74733	
6	315/80R22.5	Yokohama	MY627W	627001	
7	385/65R22.5	Yokohama	RY253	25301	
8	425/65R22.5	Yokohama	RY253	25304	
9	11R22.5	BF Goodrich	DR444	98035	
10	315/80R22.5	BF Goodrich	ST230	55458	
11	LT245/75R16	BF Goodrich	All-Terrain T/A KO	11379	
12	315/80R22.5	Continental	HSU2 WT	5140450000	
13	315/80R22.5	Continental	Conti Coach HA3	5110750000	
14	215/75R17.5	Continental	HTR2	5320370000	
15	235/75R17.5	Continental	HTR2	4920070000	
16	445/65R22.5	Continental	HTC1	5350190000	
17	225/70R19.5	Continental	HSR	5122180000	
18	315/80R22.5	Bridgestone	M860A	244329	
19	425/65R22.5	Bridgestone	M854	233670	
20	385/65R22.5	Bridgestone	M854	241439	
21	265/70D16.5	Firestone	Duraforce HD-NHS	362123	

Line	Tire Size	Brand	Tread/Description	MFG Part	Contract Price
22	17.5L-24	Firestone	All Traction Utility R-4	315486	
23	21L-24	Firestone	All Traction Utility R-4	327727	
24	305/70D16.5	Firestone	Duraforce HD-NHS	362131	
25	14/-24	Firestone	SGG RB G-2	425214	
26	10R17.5	Doublecoin	RT500	1133391706	
27	16.9x28	Solideal	SL R4	2.116.7984	
28	17.5L24	Solideal	SLA R-4	325880	
29	315/80R22.5	Bandag	BDM Retread	366BDM280	
30	11R22.5	Bandag	BDL Retread	388BDL	
31	12R22.5	Bandag	BRX	389BRX	
32	12R22.5	Bandag	UAP2	389AP2	

**B. Miscellaneous Item Discount Structure:** Contract Pricing for Miscellaneous Heavy Duty Tires shall be based on the current release of the Contractor’s Published Pricing Catalog or other source, less Contractor’s discount listed below. Contractor will provide the following discount percentage for items listed in the catalog or other source. Miscellaneous Items shall not exceed \$5,000 per purchase including tax without prior approval from the OCPW Project Manager or OCPW Procurement Manager.

**Discount off List Prices:**    %

**C. TOTAL ANNUAL CONTRACT AMOUNT NOT TO EXCEED:** ..... \$ **1,200,000.00**

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice

in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- 7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- 8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
  - A. Contractor’s name and address
  - B. Contractor’s remittance address, if different from 1 above
  - C. Contractor’s Taxpayer ID Number
  - D. Name of County Agency/Department
  - E. Delivery/service address
  - F. Master Agreement (MA) or Purchase Order (PO) number
  - G. Agency/Department’s Account Number
  - H. Date of invoice
  - I. Product/service description, quantity, and prices
  - J. Sales tax, if applicable
  - K. Freight/delivery charges, if applicable
  - L. Total

**All tire purchase invoice(s) shall be directed to the origination location where the request for tires came from.**

OCPW/Fleet Management-Whse 7  
445 Civic Center Drive West  
Santa Ana, Ca 92701  
(714) 955-0392

OCPW/Fleet Management-Whse 2  
1102 E. Fruit Street  
Santa Ana, Ca 92701  
(714) 955-0284

OCPW/Fleet Management-Whse 8  
2023 W. Collins Ave  
Santa Ana, Ca, 92701  
(714) 955-0188

OCPW/Fleet Management-Whse 9  
30102 Pacific Island Drive  
Laguna Niguel, Ca 92677  
(714)955-0280

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**COMPANY PROFILE & REFERENCES**

**Company Profile**

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor’s License Board:

Business Address:

Website Address:

Telephone Number:  Facsimile Number:

Email Address:

Length of time the firm has been in business:  Length of time at current location:

Is your firm a sole proprietorship doing business under a different name:  Yes  No

If yes, please indicate sole proprietor’s name and the name you are doing business under:

Is your firm incorporated:  Yes  No If yes, State of Incorporation:

Federal Taxpayer ID Number  D-U-N-S #

*\*The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.*

Regular business hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:  Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:  Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:  Facsimile Number:

Email Website Address:

**In the event of an emergency or declared disaster, the following information is required;**

Name of contact during non-business hours:

Telephone Number:  Cell or Pager Number:

Email Address:

**B. Company History:**

For any business structure, provide history of acquisition, buyouts or mergers with other entities for the past five (5) years. Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.

- No action pending
- No Prior action
- Information Attached

**C. Financial Status:**

Offeror shall indicate whether Offeror, its principals, directors, or majority shareholder(s), or any company Offeror has held a controlling interest in, or which has held a controlling interest in Offeror, has ever filed or has been involuntarily put into bankruptcy or has been declared bankrupt. If yes, attached statement indicating the bankruptcy date, court jurisdiction, trustee’s name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy. Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.

- No action pending
- No Prior action
- Information Attached

**D. Litigation Status:**

Offeror shall provide detailed information regarding current and prior lawsuits (court and case number), liens, or claims filed on behalf of and against Offeror, or any company Offeror holds a controlling interest in, or any company that holds an interest in Offeror in the past five (5) years. **Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.**

- No action pending
- No Prior action
- Information Attached

**E. Company Performance:**

- 1) As part of any prior contract, has your company or firm ever received a “Notice to Cure” message, either verbally or in writing? If yes, for all cases in which a “Notice to Cure” message was received, please provide the reason for the message, and how the matter was dealt with. Use additional sheets if needed.

- 2) As part of any prior contract, has your company or firm ever had the contract terminated by the customer prior to the expiration date? If yes, for all cases in which the contract was terminated, please provide the reason for the termination. Use additional sheets if needed.

**COMPANY PROFILE & REFERENCES (CONTINUED)**

**References**

Submit the company names, addresses, telephone numbers, contact names, contract effective dates, contract amount, and brief contract descriptions of at least three clients (preferably three different clients) for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Address:

Contact Name:  Telephone Number:

Email Address:

Contract Effective Dates:  Contract Amount:

Brief Contract Description:

Company Name:

Address:

Contact Name:  Telephone Number:

Email Address:

Contract Effective Dates:  Contract Amount:

Brief Contract Description:

Company Name:

Address:

Contact Name:  Telephone Number:

Email Address:

Contract Effective Dates:  Contract Amount:

Brief Contract Description:

***Bidder Certification***

**1. Conflict of Interest**

Respondent/Bidder must certify either 1 or 2 by signing below:

a. Respondent/Bidder certifies current/past financial, business or other relationship(s) with the County exist/existed as follows:

i. Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs\*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services you propose to provide.

**(Signature required)**

**OR**

b. Respondent/Bidder certifies that no relationships exist/existed as outlined in item 1 above.

**(Signature required)**

Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency

**2. Litigation**

a. Respondent/Bidder must certify either 1 or 2 by signing below:

i. Respondent/Bidder certifies current/past litigation as follows:

1. Respondent/Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent/Bidder, or any company that holds a controlling interest in Respondent/Bidder, against the County of Orange in the past seven (7) years.

2. Respondent/Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven (7) years.

**(Signature required)**

**OR**

ii. Respondent/Bidder certifies that Respondent/Bidder or any proposed subcontractors do not have any past or current litigation.

**(Signature required)**

**3. Name/Ownership Changes**

Respondent/Bidder must certify either 1 or 2 by signing below:

a. Respondent/Bidder certifies past company name changes and/or ownership changes, for Respondent/Bidder's firm and any proposed subcontractor firm, as follows:

i. Respondent/Bidder shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.

ii. Respondent/Bidder shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years.

**(Signature required)**

**OR**

b. Respondent/Bidder certifies that Respondent/Bidder or any proposed subcontractors have not had any company name changes or ownership changes in the past seven (7) years.

**(Signature required)**

8/01/18  
Page 1 of 1

# Orange County District Attorney's Office



## Public Works Unit

# OCDA PUBLIC WORKS UNIT

- The District Attorney's Office created a new Public Works Unit within our Workers Compensation Insurance Unit in June 2011.
- This unit was created to ensure that contractors bidding on Public Works projects are on an even playing field and also to protect the wages and benefits of employees working on these projects. The unit focusses on investigating and prosecuting contractors and their agents who underpay employees prevailing wages as well as commit fraud in the workers' compensation arena.
- Work with Department of Industrial Relations (DIR), Employment Development Department (EDD), California Department of Insurance (CDI), and Contractor State License Board (CSLB).

# CERTIFIED PAYROLL REQUEST

**Labor Code Section 1776(f)(1)** Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other **law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records.**

Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

## LABOR CODE 1776

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. **Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury**, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

## LABOR CODE 1776

**(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.** The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).



# PENALTY OF PERJURY

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating the information contained in the payroll record is true and correct.

I, \_\_\_\_\_, the undersigned, am the  
 (Name – print)

\_\_\_\_\_ with the authority to act for and on behalf of  
 (Position in business)

\_\_\_\_\_, certify under **penalty of perjury**  
 (Name of business and/or contractor)

that the records or copies thereof submitted and consisting of \_\_\_\_\_  
 (Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)  
 of the actual disbursements by way of cash, check, or whatever form to the individual or  
 individuals named.

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

Form can be located at: <https://www.dir.ca.gov/dlse/DLSEFormA-1-131.pdf>

# COMMON CHARGING SECTIONS

**Labor Code 1778** – Taking and receiving portion of worker's wage on Public Works

**Penal Code 115(a)** – Record false and forged Instrument

**Insurance Code 11760(a)** – Misrepresent Facts to Worker's Compensation Insurance Company

**Insurance Code 11880(a)** – Fraud against State Compensation Insurance Fund

**Unemployment Insurance Code 2117.5** – Failure to properly report payroll taxes

**Unemployment Insurance Code 2118.5** – Willful failure to pay tax

# **TAKING OR RECEIVING PORTION OF WAGES OF WORKMAN Labor Code 1778**

Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

- **The defendant was a contractor doing public work;**
- **The defendant hired a worker to render service upon a public works project**
- **The defendant paid wages to the worker**
- **The defendant took a portion of the workers wages**

# **PREMIUM FRAUD**

## **Labor Code 11760(a)**

Commission of premium fraud constitutes a Felony crime under the provisions of Insurance Code §11760(a) if the insurance company defrauded is a private insurance company .

- 1. A person made, or caused to be made, any knowingly false or fraudulent statement**
- 2. The statement was made either orally or in writing;**
- 3. The statement contained a fact material to the determination of the premium, the rate, or cost of the insurance**
- 4. The person made that statement for the purpose of reducing the premium, reducing the rate, or reducing the cost of insurance.**

# ACTIVITY SINCE JUNE 2011

## Search Warrants Served: 50

Includes business, homes, banks, etc.

## Filed: 17 Defendants

CONTRACTOR	STATUS
General Contractor	Completed – Received 2 years prison
Subcontractor / Fire Sprinkler	Completed - Received 2 years prison
Subcontractor / HVAC	Convicted 37 counts. Sentence pending
General Contractor	Court Case pending. Co-defendant 7 years 4 months
Subcontractor / Electrician (Bookkeeper & Office Manager)	Completed – (2) defendants received 6 months jail time and 3 years probation
Landscaper	Court Case pending

## Grand Jury Indictments: 4

## Pending Cases: 9

## CONTACT INFORMATION

**DDA Donde McCament**

**(714) 664-3911**

**[donde.mccament@da.ocgov.com](mailto:donde.mccament@da.ocgov.com)**

**Investigator Elaine Noce**

**(714) 664-3915**

**[elaine.noce@da.ocgov.com](mailto:elaine.noce@da.ocgov.com)**

**Investigator Randy Inman**

**(714) 664-3904**

**[randy.inman@da.ocgov.com](mailto:randy.inman@da.ocgov.com)**

**Insurance Fraud Hotline**

**(714) 648-3650**

Addendum #1  
to  
IFB-080-C024782-DS  
Heavy Duty Tires

September 3, 2019

TO ALL PROPOSERS

The following changes, and answers to questions and/or clarifications shall be made to the IFB for the above-captioned project:

**CHANGES AND CLARIFICATIONS:**

1 Attachment A, Section III Shipping and Delivery, Item A has been revised for clarification as follows:

A. Tire Disposal:

The Contractor agrees to accept the County’s used tires, and to monitor the recycling of used tires in accordance with the California Tire Recycling Act at no extra charge.

Disposal Process: At time of tire(s) delivery by the Contractor OR tire(s) pickup by County employee(s), the Contractor must accept and pick-up old tire(s) on a one to one exchange (old tire(s) to new tire(s)) for disposal at no extra charge to the County. If the process cannot be properly executed, then an alternative exchange process and schedule (pickup / delivery exchange) shall be developed and implemented upon agreement between the County and the Contractor.

2 Attachment A, Section III Shipping and Delivery, Item B has been add for clarification, as follows:

B. Shipping And Delivery:

Participating County of Orange locations that will require delivery of tires, tubes and other related parts include, but not limited to:

OCPW/Fleet Management Warehouse 2 West 1102 E. Fruit Street Santa Ana, Ca 92701 (714) 955-0284	OCPW/Fleet Management Warehouse 7 445 Civic Center Drive West Santa Ana, Ca 92701 (714) 955-0392
OCPW/Fleet Management Warehouse 8 2023 W. Collins Ave Orange, Ca, 92867 (714) 955-0188	OCPW/Fleet Management Warehouse 9 30102 Pacific Island Drive Laguna Niguel, Ca 92677 (714) 955-0280

If the Contractor has a location within Orange County, the Contractor must charge Orange County’s current tax rate. It is the Contractor’s responsibility to generate their invoicing from their Orange County location.

**BIDSYNC QUESTIONS:**

**Question 1**

- Are Goodyear and Dunlop brands approved as "equal" for bidding? (Submitted: Aug 23, 2019 2:48:32 PM PDT)

**Answer**

- The bid line items are for the specific brand(s) mentioned. Use bid line item #33 to quote Goodyear and Dunlop brands. (Answered: Aug 28, 2019 9:38:19 AM PDT)

**ACKNOWLEDGEMENT: THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL.**

I have read and understand and agree to this addendum, and I am submitting a bid in response to this solicitation.

Date:

Company Name:

\*Authorized Signature

Name

Title

\*Authorized Signature

Name

Title

If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

## Question and Answers for Bid #080-C024782-DS - HEAVY DUTY TIRES

### Overall Bid Questions

#### Question 1

Are Goodyear and Dunlop brands approved as "equal" for bidding? (Submitted: Aug 23, 2019 2:48:32 PM PDT)

#### Answer

- The bid line items are for the specific brand(s) mentioned. Use bid line item #33 to quote Goodyear and Dunlop brands. (Answered: Aug 28, 2019 9:38:19 AM PDT)

# Light Duty Tires

# **Solicitation 080-C024781-UC**

## **Light Duty Tires**

### **Bid Designation: Public**



**County of Orange**

## Bid 080-C024781-UC Light Duty Tires

Bid Number **080-C024781-UC**  
Bid Title **Light Duty Tires**

Bid Start Date **Aug 21, 2019 1:16:55 PM PDT**  
Bid End Date **Sep 5, 2019 4:00:00 PM PDT**  
Question & Answer End Date **Aug 28, 2019 4:00:00 PM PDT**

Bid Contact **Uriah T Creighton**  
**Procurement Buyer**  
**uriah.creighton@ocpw.ocgov.com**

Bid Contact **Nancy J Foroughi**  
**Supervising Procurement Contract Specialist**  
**nancy.foroughi@ocpw.ocgov.com**

Bid Contact **Derek W Savosh**  
**Office Specialist**  
**derek.savosh2@ocpw.ocgov.com**

Contract Duration **5 years**  
Contract Renewal **Not Applicable**  
Prices Good for **120 days**

Standard Disclaimer **The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.**

Bid Comments **THIS IS A FULLY ELECTRONIC BID AND ALL BIDS MUST BE SUBMITTED THROUGH THIS WEBSITE. NO OTHER FORM OF BID SUBMITTAL WILL BE ACCEPTED. VENDORS ARE ADVISED TO READ THE INSTRUCTIONS BELOW:**

**OC PUBLIC WORKS IS SOLICITING BIDS FROM CONTRACTORS INTERESTED IN ENTERING INTO A FIVE (5) YEAR CONTRACT FOR LIGHT DUTY TIRES. IF APPLICABLE, CONTRACTOR IS REQUIRED TO PAY PREVAILING WAGES FOR ALL APPLICABLE WORK PERFORMED ON COUNTY PROPERTY. PLEASE SEE ATTACHED DOCUMENT "ORANGE COUNTY DISTRICT ATTORNEY'S PUBLIC WORK UNIT" FOR INFORMATION ON PREVAILING WAGES.**

**ALL QUESTIONS PERTAINING TO THIS INVITATION FOR BID (IFB) MUST BE SUBMITTED THROUGH BIDSYNC . ANY COUNTY RESPONSE RELEVANT TO THIS IFB OTHER THAN THROUGH OR APPROVED BY OC PUBLIC WORKS/PURCHASING IS UNAUTHORIZED AND WILL BE CONSIDERED INVALID.**

**BIDDERS MUST FILL OUT THE ATTACHED BIDDERS CERTIFICATION, COMPANY PROFILE AND REFERENCES FORMS AND SUBMIT WITH BID TO BE DEEMED RESPONSIVE.**

**\*\* BIDDERS ARE ADVISED \*\* TO CAREFULLY READ THE COUNTY TERMS AND CONDITIONS, INSURANCE REQUIREMENTS, AND THE MODEL CONTRACT INCLUDING ATTACHMENT A (SCOPE OF**

WORK) AND ATTACHMENT B (VENDOR PRICING), PRIOR TO SUBMITTING A BID. AWARDED CONTRACTOR MUST PROVIDE ALL INSURANCE REQUIREMENTS WITHIN SEVEN (7) DAYS OF RECOMMENDATION OF AWARD, BUT PRIOR TO OFFICIAL CONTRACT AWARD.

CONTRACTOR WILL BE REQUIRED TO SIGN A CONTRACT UPON AWARD. IF CONTRACTOR IS A CORPORATION, SIGNATURES WILL BE PROVIDED IN ACCORDANCE WITH THE CORPORATIONS CODE.

\*\*\*\* IMPORTANT DATES \*\*\*\*

THURSDAY, AUGUST 28, 2019 - QUESTIONS DUE BY 4:00 P.M.

THURSDAY, SEPTEMBER 5, 2019 - BIDS DUE BY 4:00 P.M

Added on Sep 3, 2019:

ADDENDUM 1 ISSUED TO CLARIFY DISPOSAL, SHIPPING, AND DELIVERY. INFORMATION IN ATTACHMENT A. BIDDERS ARE REQUIRED TO SIGN THIS DOCUMENT ACKNOWLEDGING THAT THEY HAVE READ AND ACCEPT THE CHANGES.

\*\*\*\* IMPORTANT DATES \*\*\*\*

THURSDAY, SEPTEMBER 5, 2019 - BIDS DUE BY 4:00 P.M

Added on Sep 3, 2019:

ADDENDUM 2 ISSUED TO UPLOAD THE CORRECTLY FORMATTED DOCUMENT (INTERNAL CHANGE)

Addendum # 1

New Documents	C024781-Addendum 1 .doc
Removed Documents	C024781-Addendum 1 .docx

Item Response Form

Item 080-C024781-UC--01-01 - Part# 560473 - Carlisle A-C-T HD - 27x11-12

Quantity 1 each

Unit Price

Delivery Location County of Orange  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
Qty 1

Description  
Part# 560473 - Carlisle A-C-T HD - 27x11-12

Item 080-C024781-UC--01-02 - Part# 560472 - Carlisle A-C-T HD - 27x9-12

Quantity 1 each

Unit Price

Delivery Location County of Orange  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
Qty 1

Description  
Part# 560472 - Carlisle A-C-T HD - 27x9-12

Item **080-C024781-UC--01-03 - Part# 5111861 - Carlisle Turfsaver - 13x6.50-6**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part# 5111861 - Carlisle Turfsaver - 13x6.50-6

---

Item **080-C024781-UC--01-04 - Part# 5753B7 - Carlisle Turf Trac R/S - 22.5x10-8**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part# 5753B7 - Carlisle Turf Trac R/S - 22.5x10-8

---

Item **080-C024781-UC--01-05 - Part# 589336 - Carlisle AT489 - 26 x 10.50-12**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part# 589336 - Carlisle AT489 - 26 x 10.50-12

---

Item **080-C024781-UC--01-06 - Part# 560461 - Carlisle AT489 - 26 x 11.00-12**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part# 560461 - Carlisle AT489 - 26 x 11.00-12

---

Item **080-C024781-UC--01-07 - Part# 519472 - Carlisle USA Trail - 18.50 x 8.50-8**  
 Quantity **1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part# 519472 - Carlisle USA Trail - 18.50 x 8.50-8

Item

**080-C024781-UC--01-08 - Part# 511508 - Carlisle All Trail - 25x10.50-12**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part# 511508 - Carlisle All Trail - 25x10.50-12

Item

**080-C024781-UC--01-09 - Part#589335 - Carlisle AT489 - 25X10.00-12**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#589335 - Carlisle AT489 - 25X10.00-12

Item

**080-C024781-UC--01-10 - Part#560471 - Carlisle AT489 - 27x11-12**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#560471 - Carlisle AT489 - 27x11-12

Item

**080-C024781-UC--01-11 - Part#560470 - Carlisle AT489 - 27x9-12**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST  
SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#560470 - Carlisle AT489 - 27x9-12

Item **080-C024781-UC--01-12 - Part#519088 -Carlisle USA Trail - 5.70-8**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST  
SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#519088 -Carlisle USA Trail - 5.70-8

Item **080-C024781-UC--01-13 - Part#67179 -BF GOODRICH All-Terrain T/A KO - LT265/75R16**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST  
SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#67179 -BF GOODRICH All-Terrain T/A KO - LT265/75R16

Item **080-C024781-UC--01-14 - Part#07509 - BF GOODRICH RUGGED TERRAIN T/A -P255/70R16**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST  
SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#07509 - BF GOODRICH RUGGED TERRAIN T/A -P255/70R16

Item **080-C024781-UC--01-15 - Part#19836- BF Goodrich Comercial TA AS2 - LT215/85R16**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#19836- BF Goodrich Comercial TA AS2 - LT215/85R16

Item **080-C024781-UC--01-16 - Part#90482- BF Goodrich Rugged Trail T/A - P245/65R17**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#90482- BF Goodrich Rugged Trail T/A - P245/65R17

Item **080-C024781-UC--01-17 - Part#154075- BRIDGESTONE R265 - LT245/75R16**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#154075- BRIDGESTONE R265 - LT245/75R16

Item **080-C024781-UC--01-18 - Part#206378- BRIDGESTONE R250 - LT235/85R16**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#206378- BRIDGESTONE R250 - LT235/85R16

Item **080-C024781-UC--01-19 - Part#223555-BRIDGESTONE DURAVIS R250 - LT225/75R17**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1**

**Description**

Part#223555-BRIDGESTONE DURAVIS R250 - LT225/75R17

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Item **080-C024781-UC--01-20 - Part#97759-FIRESTONE DESTINATION LE2 - P235/70R16**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#97759-FIRESTONE DESTINATION LE2 - P235/70R16

---

Item **080-C024781-UC--01-21 - Part#97997-FIRESTONE DESTINATION LE2 - P245/65R17**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#97997-FIRESTONE DESTINATION LE2 - P245/65R17

---

Item **080-C024781-UC--01-22 - Part#140344-FIRESTONE DESTINATION LE2 - P225/70R15**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#140344-FIRESTONE DESTINATION LE2 - P225/70R15

---

Item **080-C024781-UC--01-23 - Part#140378-FIRESTONE DESTINATION LE2 - P235/75R16**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#140378-FIRESTONE DESTINATION LE2 - P235/75R16

---

Item **080-C024781-UC--01-24 - Part#189752- FIRESTONE TRANSFORCE HT - LT225/75R16**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#189752- FIRESTONE TRANSFORCE HT - LT225/75R16

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Item **080-C024781-UC--01-25 - Part#189820- FIRESTONE TRANSFORCE - LT9.50R16.5**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#189820- FIRESTONE TRANSFORCE - LT9.50R16.5

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Item **080-C024781-UC--01-26 - Part#224150- FIRESTONE TRANSFORCE AT - LT225/75R17**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#224150- FIRESTONE TRANSFORCE AT - LT225/75R17

---

Item **080-C024781-UC--01-27 - Part#225425-FIRESTONE TRANSFORCE HT - LT245/75R17**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#225425-FIRESTONE TRANSFORCE HT - LT245/75R17

Item **080-C024781-UC--01-28 - Part#189786-FIRESTONE TRANSFORCE HT - LT265/75R16**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
 Part#189786-FIRESTONE TRANSFORCE HT - LT265/75R16

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Item **080-C024781-UC--01-29 - Part#140310-FIRESTONE DESTINATION LE2 - P215/75R15**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
 Part#140310-FIRESTONE DESTINATION LE2 - P215/75R15

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Item **080-C024781-UC--01-30 - Part#97946-FIRESTONE DESTINATION LE2 - P225/65R17**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
 Part#97946-FIRESTONE DESTINATION LE2 - P225/65R17

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Item **080-C024781-UC--01-31 - Part#97827-FIRESTONE DESTINATION LE2 - P245/70R17**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
 Part#97827-FIRESTONE DESTINATION LE2 - P245/70R17

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Item **080-C024781-UC--01-32 - Part#140361-FIRESTONE DESTINATION LE2 - P235/70R15**  
 Quantity **1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#140361-FIRESTONE DESTINATION LE2 - P235/70R15

Item

**080-C024781-UC--01-33 - Part#097776-FIRESTONE DESTINATION LE2 - P235/70R17**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#097776-FIRESTONE DESTINATION LE2 - P235/70R17

Item

**080-C024781-UC--01-34 - Part#200156 - FIRESTONE TRANSFORCE HT - LT 265/70R17**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#200156 - FIRESTONE TRANSFORCE HT - LT 265/70R17

Item

**080-C024781-UC--01-35 - Part#189701- FIRESTONE TRANSFORCE HT - LT215/85R16**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#189701- FIRESTONE TRANSFORCE HT - LT215/85R16

Item

**080-C024781-UC--01-36 - Part#224133- FIRESTONE TRANSFORCE HT - LT225/75R17**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST  
SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#224133- FIRESTONE TRANSFORCE HT - LT225/75R17

Item **080-C024781-UC--01-37 - Part#189650- FIRESTONE TRANSFORCE AT - LT235/75R15**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST  
SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#189650- FIRESTONE TRANSFORCE AT - LT235/75R15

Item **080-C024781-UC--01-38 - Part#189718- FIRESTONE TRANSFORCE HT -LT235/85R16**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST  
SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#189718- FIRESTONE TRANSFORCE HT -LT235/85R16

Item **080-C024781-UC--01-39 - Part#189769- FIRESTONE TRANSFORCE HT -LT245/75R16**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST  
SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#189769- FIRESTONE TRANSFORCE HT -LT245/75R16

Item **080-C024781-UC--01-40 - Part#29114001- Nanco N213 -8-14.5**Quantity **1 each**Unit Price Delivery Location **County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#29114001- Nanco N213 -8-14.5

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Item **080-C024781-UC--01-41 - Part#St-29335007- (Trailer Tire Nanco N205 - 4.80X 8 C) -4.80 X 8**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#St-29335007- (Trailer Tire Nanco N205 - 4.80X 8 C) -4.80 X 8

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Item **080-C024781-UC--01-42 - Part#ST-29506008- (Trailer Tire Nanco - B78-13 C) - 175/80D13**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#ST-29506008- (Trailer Tire Nanco - B78-13 C) - 175/80D13

---

Item **080-C024781-UC--01-43 - Part#29550006- (Nanco N-622 Bias ST Trailer - F78 - 14) - ST205/75D14**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#29550006- (Nanco N-622 Bias ST Trailer - F78 - 14) - ST205/75D14

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Item **080-C024781-UC--01-44 - Part#29550008- (Trailer Tire (F78-15); Nanco N-622 ) - ST205/75D15**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#29550008- (Trailer Tire (F78-15); Nanco N-622 ) - ST205/75D15

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Item **080-C024781-UC--01-45 - Part#45135001- (TRAILER TUBE TR-13 - 480/400-8 TR13 ) -4.00-8**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#45135001- (TRAILER TUBE TR-13 - 480/400-8 TR13 ) -4.00-8

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Item **080-C024781-UC--01-46 - Part#29755009- (TRAILER TIRE ST205/75R14 6P; MILESTAR/FREESTAR ) - ST205/75R14**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#29755009- (TRAILER TIRE ST205/75R14 6P; MILESTAR/FREESTAR ) - ST205/75R14

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Item **080-C024781-UC--01-47 - Part#29885008- (ST225-75R15 TRAILER TIRE MILESTAR/FREESTAR) - ST225-75R15**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Part#29885008- (ST225-75R15 TRAILER TIRE MILESTAR/FREESTAR) - ST225-75R15

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Item **080-C024781-UC--01-48 - Airless WheelBarrow Tire & Wheel + 480x8 6" Carefree - Tires size 480x8 6"**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**

Airless WheelBarrow Tire & Wheel + 480x8 6" Carefree - Tires size 480x8 6"

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Item **080-C024781-UC--01-49 - Part#28855-BF GOODRICH All-Terrain - LT245/70R16-113S**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
 Part#28855-BF GOODRICH All-Terrain - LT245/70R16-113S

---

Item **080-C024781-UC--01-50 - Part#15477-BF GOODRICH A/T KO2 - LT245/75R16-E**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
 Part#15477-BF GOODRICH A/T KO2 - LT245/75R16-E

---

Item **080-C024781-UC--01-51 - Part#41437-BF GOODRICH ADV-TA-SPORT - LT235/65R17110T**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
 Part#41437-BF GOODRICH ADV-TA-SPORT - LT235/65R17110T

---

Item **080-C024781-UC--01-52 - Part#33403-BF GOODRICH A/T KO - LT235/70R16-C**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
 Part#33403-BF GOODRICH A/T KO - LT235/70R16-C

---

Item **080-C024781-UC--01-53 - Part#79327-BF GOODRICH M/T-KM3 - LT265/75R16-D**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
Part#79327-BF GOODRICH M/T-KM3 - LT265/75R16-D

---

Item **080-C024781-UC--01-54 - Part#09666-BF GOODRICH A/T-KO2- LT245/70R17-E**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
Part#09666-BF GOODRICH A/T-KO2- LT245/70R17-E

---

Item **080-C024781-UC--01-55 - Part#53313-BF GOODRICH M/T - T/A KM3- LT285/70R17-E**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
Part#53313-BF GOODRICH M/T - T/A KM3- LT285/70R17-E

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Item **080-C024781-UC--01-56 - Part#32095-BF GOODRICH M/T-T/A KM3 - LT265/70R17-E**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
1102 E FRUIT ST  
SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
Part#32095-BF GOODRICH M/T-T/A KM3 - LT265/70R17-E

Item **080-C024781-UC--01-57 - Part#26470-BF GOODRICH A/T-T/A KO2 - LT245/75R17-E**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
 Part#26470-BF GOODRICH A/T-T/A KO2 - LT245/75R17-E

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Item **080-C024781-UC--01-58 - Part#75445-BF GOODRICH All-Terrain T/A KO2 - LT235/85R16-E**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
 Part#75445-BF GOODRICH All-Terrain T/A KO2 - LT235/85R16-E

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Item **080-C024781-UC--01-59 - Part#09666-BF GOODRICH A/T T/A KO2 -LT285/70R17 E**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
 Part#09666-BF GOODRICH A/T T/A KO2 -LT285/70R17 E

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Item **080-C024781-UC--01-60 - Part#66255-BF GOODRICH A/T T/A KO2 - LT265/70R17 E**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **County of Orange**  
002 - OC PUBLIC WORKS/OC FLEET SERVICES  
 1102 E FRUIT ST  
 SANTA ANA CA 92701-4205  
**Qty 1**

**Description**  
 Part#66255-BF GOODRICH A/T T/A KO2 - LT265/70R17 E

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Item **080-C024781-UC--01-61 - Part#015352-FIRESTONE CHAMP FUEL FIGHTER - P215/60R15**  
 Quantity **1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#015352-FIRESTONE CHAMP FUEL FIGHTER - P215/60R15

Item

**080-C024781-UC--01-62 - Part#15233-FIRESTONE CHAMP FUEL FIGHTER - P215/60R15**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#15233-FIRESTONE CHAMP FUEL FIGHTER - P215/60R15

Item

**080-C024781-UC--01-63 - Part#000178-FIRESTONE TRANSFORCE A/T - LT215/85R16E**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#000178-FIRESTONE TRANSFORCE A/T - LT215/85R16E

Item

**080-C024781-UC--01-64 - Part#29865009-FREESTAR 6 PLY TRAILER TIRES T205/75R15**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1****Description**

Part#000178-FREESTAR 6 PLY TRAILER TIRES T205/75R15

Item

**080-C024781-UC--01-65 - Part#6P0058 - CARLISLE ALL TRAIL 2 -23X11-10.4P**

Quantity

**1 each**

Unit Price

Delivery Location

**County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1**

**Description**

Part#6P0058 - CARLISLE ALL TRAIL 2 -23X11-10.4P

Item **080-C024781-UC--01-66 - MISCELLANEOUS TIRES - DISCOUNT OFF PRICE LIST**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**

002 - OC PUBLIC WORKS/OC FLEET SERVICES

1102 E FRUIT ST

SANTA ANA CA 92701-4205

**Qty 1**

**Description**

MISCELLANEOUS TIRES - DISCOUNT OFF PRICE LIST (PROVIDE PERCENTAGE DISCOUNT IN SUPPLIER NOTES)

The County of Orange, OC Public Works, (hereinafter referred to as “County”) is requesting competitive bids from qualified firms, (hereinafter referred to as “Bidder”). The awarded Contract, (hereinafter referred to as “Contract”) will be between the County and awarded Bidder, (hereinafter referred to as “Contractor”) in accordance with the model contract terms, conditions and scope of work. This is a fully electronic solicitation – only electronic bids submitted through BidSync will be allowed; no other form of bid submittals will be accepted. Prior to submitting a bid, Bidders are advised to carefully read the instructions below, including the model contract and any solicitation attachments/exhibits.

**I. GENERAL INFORMATION**

1. **Important Notice:** The County of Orange has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. If any person contemplating submitting a bid in response to this IFB is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they must submit a written request for clarification/interpretation to the County Deputy Purchasing Agency (“DPA”) via the County’s on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

**Bidders are not to contact other County personnel with any questions or clarifications concerning this Invitation for Bid (IFB).** OC Public Works/Procurement Services will provide all official communication concerning this IFB. Any County response relevant to this IFB other than through or approved by OC Public Works/Procurement Services is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County’s on-line bid system at: <https://www.bidsync.com>. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the Deputy Purchasing Agent. The County will make reasonable efforts to provide a copy of such addendum to each person/firm receiving the original solicitation documents directly from the County. However, the County does not guarantee receipt by Bidder of all addenda. It is the responsibility of each Bidder to periodically check the County’s on-line bid system to ensure that they have received and reviewed any and all addenda to this solicitation. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**All questions or requests for interpretation must be received by the time and date specified in the IFB notice.**

2. **Bid Validity:** Bids will be valid for a period of 120 days after IFB closing date
3. **Business Hours:** OC Public Works/Procurement Services regular business hours are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday. OC Public Works/Procurement Services will be closed on the following County holidays this year:

**January 1, 2019**  
**January 21, 2019**  
**February 12, 2019**  
**February 18, 2019**  
**May 27, 2019**  
**July 4, 2019**  
**September 2, 2019**  
**October 14, 2019**  
**November 11, 2019**  
**November 28, 2019**  
**November 29, 2019**  
**December 25, 2019**

4. Orange County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
5. The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at [www.dnb.com](http://www.dnb.com). If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.

## II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Before submitting a bid, Bidders shall carefully examine the solicitation contents, including the Model Contract Terms, Conditions and Scope of Work. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the Contract. The Model Contract contained in this solicitation is the Contract proposed for execution. Upon award, awarded Bidder will be required to sign and submit Contract for execution.

2. This document consists of the following:

Section I	General Information
Section II	General Instructions and Provisions
Section III	County of Orange Child Support & W-9 Requirements

3. **Responsive bids shall include the following completed submittals:**

- i. Company Profile & References
- ii. Bidder Certification form

4. **Upon recommendation of contract award, Contractor will be required to submit the following documents with seven (7) days of County notification, unless otherwise specified in the solicitation:**

- i. Insurance                      Certificate(s) of Insurance including additional Insured Endorsement(s)  
(See Model Contract)
- ii. County of Orange Child Support Enforcement Certificate requirements
- iii. W-9                              Current signed form W-9 (Taxpayer Identification Number &  
Certification) which includes Contractor's legal business name(s)
- iv. Signed Contract              Awarded Bidder will be required to sign a contract upon award.  
If Bidder is a corporation, signature will be provided in accordance  
with the corporation's code as specified in this solicitation.

5. **Pricing (Attachment B of the Model Contract):**

- i. Bid prices quoted shall be firm for the full term of the Contract.
- ii. Bidder shall utilize BidSync to provide all-inclusive, firm fixed pricing, in accordance with the requirements of the Model Contract for the full term of the Contract. **The bid price(s) shall include all fees, including, shipping, freight, transportation, travel and any other fees. No additional compensation will be allowed.**
- iii. Bid prices offered shall reflect all addenda issued by the County.
- iv. Bids shall be submitted only for the items and/or services as stated in the Scope of Work; bids for other than the items and/or services listed will not be considered.

- v. The County will only consider firm price bids.
  - vi. The net amount of profit will remain firm during the period of the Contract. Contract adjustments which increase Contractor's profit will not be allowed.
  - vii. All price/rate decreases will automatically be extended to the County.
  - viii. Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of County.
6. **Substitutions:** Bids offering equivalent items meeting the standards of quality specified in the solicitation may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the specified brand. Unless Bidder specifies otherwise, it is understood that the Bidder is offering the brand item as specified in the solicitation. If Bidder bids an "equal," Bidder must state the brand name and must submit complete specifications and/or provide samples with the bid. Determination of equality shall be at the sole discretion of the County, and the County reserves the right to request a sample for determining equality with the specified brand. If it has been justified and accepted by the requesting agency/department and/or a County standards committee that only one brand can meet the County's requirements, "no exceptions" shall be noted in the specifications.
7. **Company Profile & References:** Bidder shall utilize the forms provided to satisfy this requirement.
8. **Bidder Certification:** Bidder shall utilize the form provided to certify any Conflict of Interest, Litigation and Name/Ownership Changes.
9. Bidders shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the County.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within the County's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the County may consider permitting withdrawal of specific line item(s) or combination of items.

10. The County shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:
- i. Preparing its bid in response to this IFB;
  - ii. Submitting that bid to the County;
  - iii. Negotiating with the County any matter related to the bid; and,
  - iv. Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.
11. **Protests:** In the event a Bidder believes that the County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the Bidder believes that any resulting Contract would be commercially impractical to perform, the Bidder must file a written protest with the Deputy Purchasing Agent.

a. **Procedure**

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- i. The name, address and telephone number of the protester;
- ii. The signature of the protester or the protester's representative;
- iii. The solicitation or contract number;
- iv. A detailed statement of the legal and/or factual grounds for the protest; and
- v. The form of relief requested.

**b. Protest of Bid/Proposal Specifications:**

All protests related to bid or proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

**c. Protest of Award of Contract:**

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

i. Protest Process

1. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Procurement Officer or the Procurement Appeals Board renders a decision on the protest.
2. Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
3. The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
4. If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

ii. Appeal Process

1. If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to:

Office of the County Procurement Officer  
1300 South Grand Avenue, Building A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705

2. Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
3. The decision of the County Procurement Officer on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

## 12. Acceptance/Rejection/Award

- i. Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The County shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the County.
- ii. The lowest, responsive, responsible, Bidder will be recommended for contract award.
- iii. Bids will be reviewed by the County for responsiveness to all requirements. The County has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- iv. Only those responsible, responsive bids meeting all solicitation requirements and specifications shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
  1. **Please take notice, non-acceptance of County of Orange terms and conditions may deem a bid non-responsive. The County will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.**
- v. The lowest responsive, responsible bid(s) may be subject to further negotiations.
- vi. Final award determination based upon the lowest responsive, responsible bid, may also include a review of successful Bidder's qualifications, experience, and resources; Bidder's ability to meet the requirements and perform the services specified in this solicitation; Bidder's references and past performance; and Bidder's acceptance of County of Orange terms and conditions. In addition, County reserves the right to verify and validate any information prior to Contract Award and during the entire term of the Contract.
- vii. By submitting a response to this solicitation, Bidders agree to accept the decision of the Deputy Purchasing Agent as final.
- viii. Awarded Bidder will be required to sign a contract upon award. If Bidder is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

13. **Rights Reserved to County:** The County reserves the right to:
- i. Waive, at its discretion, any irregularity or informality, which the County deems correctable or otherwise not warranting rejection of the bid.
  - ii. The County reserves the right, at its sole discretion, to make multiple awards to Bidders for services requested in this solicitation.
  - iii. Accept or reject in whole or in part any or all bids received as a result of this solicitation at its sole discretion and to solicit for new bids, as the best interest of the County may require;
  - iv. Negotiate the final Contract with the lowest, responsive and responsible Bidder or Bidders as necessary to serve the best interests of the County;
  - v. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representation that any contract will be awarded to any Bidder responding to this solicitation;
  - vi. Award its total requirements to one Bidder or to apportion those requirements among two or more Bidders as the County may deem to be in its best interests; therefore, bids must be provided for each item separately; “all-or-none” bids will not be accepted unless in the best interest of the County.
14. **Cash Discounts:** The County encourages Bidders to offer cash discounts for prompt payment of invoices. Cash discounts offered by Bidders for the prompt payment of invoices will be considered in evaluating offers to determine the successful Bidder for award of any resulting contract.
15. **Joint Bids:** Where two or more Bidders desire to submit a single bid in response to a solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms, but not with multiple firms doing business as a joint venture.
16. **Sample to Determine Responsiveness to Technical Requirements for purpose of Award:**
- a. Samples of items, when required by the County, must be furnished free of expense to the County, unless otherwise provided.
  - b. Unless expressly set forth in the solicitation, the sample or samples furnished must be identical in all respects to the product or products being offered to the County.
  - c. Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the County to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the County as indicated by the manufacturer and model number specified in the solicitation.
  - d. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Bidder's expense.
  - e. Samples may be required prior to award. If requested, such samples must be delivered to a County specified address within the timeframe identified specified by the County. Failure to submit samples as specified may be grounds for rejection.

17. **Unfair Practices and Other Laws:** Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable County, State and Federal laws and regulations.
18. **Independence of Bid:** By submitting a bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.
19. **Americans with Disability Act (ADA):** To comply with the non-discrimination requirements of the ADA, it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you must contact the buyer listed in the solicitation.
20. **Bidder Advisory:** The County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

### III. COUNTY OF ORANGE CHILD SUPPORT AND W-9 REQUIREMENTS

1. **Orange County Child Support:** In order to comply with the child support enforcement requirements of the County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the contract administrator, the Deputy Purchasing Agent, or the agency/department deputy purchasing agent:
  - A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
  - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment may result in the Contract being awarded to another Contractor, or in the event a Contract has been issued, shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

2. **Department of the Treasury, Internal Revenue Service Form W-9 Requirement:** Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the Deputy Purchasing Agent, the required W-9 or W-8.

**CONTRACT MA-080-xxxxxxx**

**FOR**

**LIGHT DUTY TIRES**

**BETWEEN**

**OC PUBLIC WORKS**

**AND**

**INSERT CONTRACTOR NAME**



**CONTRACT MA-080-XXXXXXXX  
WITH  
INSERT COMPANY NAME  
FOR  
LIGHT DUTY TIRES**

THIS CONTRACT MA-080-xxxxxxxx for Light Duty Tires (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and Contractor Name TBD, with a place of business at Contractor Address TBD (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services

Attachment B – Payment/Compensation

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Light Duty Tires under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Light Duty Tires as set forth herein, and Contractor represented that it is qualified to provide Light Duty Tires to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Light Duty Tires to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

**ARTICLES**

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article "Z"** below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for

payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:**
- Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing

work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

**Coverage**

**Minimum Limits**

Commercial General Liability

\$1,000,000 per occurrence  
\$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article "Z"** below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- The County reserves the right to audit and verify the Contractor's records before final payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.
- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

### **Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Light Duty Tires from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on October 22, 2019 and continue for five (5) calendar years from that date, unless otherwise terminated by County.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
4. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the

Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

8. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
9. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

10. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Procurement Officer, or the agency/department Deputy Purchasing Agent:
- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
  - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

11. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
12. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
13. **Disputes – Contract:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, as specified in Article 19. “Notices,” such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

14. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - a. The dangers of drug abuse in the workplace;
    - b. The organization's policy of maintaining a drug-free workplace;
    - c. Any available counseling, rehabilitation and employee assistance programs; and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
  2. The Contractor violates the certification by failing to carry out the requirements as noted above.
15. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government

entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at

[http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

16. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
17. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.
- Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.
- Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.
18. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.

19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: <name TBD>  
 Attn: TBD  
 <Address TBD>  
 <City, ST, Zip TBD>  
 Phone: <TBD>  
 Email: <TBD>

County’s Project Manager: OC Public Works/xxxxxxxxxxxxxx  
 Attn: <TBA>  
 Address  
 City ST Zip  
 Phone: <TBA>  
 Email: <TBA>@ocpw.ocgov.com

cc: OC Public Works/Procurement Services  
 Attn: Uriah Creighton, County DPA  
 300 North Flower Street, Suite 861  
 Santa Ana, CA 92703  
 Phone: 714-667-xxxxxxx  
 Email: Uriah.Creighton@ocpw.ocgov.com

20. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
21. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
22. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

23. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

**Signature Page follows**

MODEL CONTRACT

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**TBD\***

Signature	Name	Title	Date
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Signature	Name	Title	Date
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**COUNTY OF ORANGE**, A political subdivision of the State of California

**COUNTY AUTHORIZED SIGNATURE:**

Deputy Purchasing Agent

Signature	(Print) Name	Title	Date
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\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

## ATTACHMENT A SCOPE OF WORK

**I. SCOPE OF WORK:** Contractor shall provide tires, tubes and related parts for the County of Orange, OCPW/Fleet Management vehicles; on an as needed basis. Tires will be provided in accordance with the County Contract Terms, Conditions and this Scope of Work. Contractor shall supply the County with tires, tubes and related parts for the County of Orange, OCPW/Fleet Management vehicles on an “as-needed” basis for the entire contract term for various facilities.

**II. MINIMUM CONTRACT REQUIREMENTS:**

Contractor shall:

- A. Provide brand new, first quality (Class A) tires of the latest design, equal to, or better than original equipment will be accepted, except where “Retreaded” is specified.
- B. County may purchase other miscellaneous brand tires as required to meet the needs of the County.
- C. Any manufacturer’s names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications; are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions, and such references are not intended to be restrictive.
- D. Retreaded tires shall be “Pre-cure” processed, utilizing “Recommended Specification Guidelines (04/03)” and shall comply with Department of Transportation (DOT) Required Markings for Retreaded Truck Tires and the Motor Carrier Safety (\*1087 Tire Condition and Use – applies to CA ONLY). All retread tires shall be processed by a reputable retreading company and shall carry a warranty at least as good as a comparable new tire.
- E. Contractor must stock a reasonable quantity of the tires with the ability to meet all the County’s needs as specified in Attachment B. During the term of the contract, if any specified tire is unavailable for more than 24 hours, the Contractor shall be required to immediately substitute with an equal or equivalent tire(s) at the same unit price as the tire being substituted (Contract price). The County shall make final determinations as to accept equal or equivalent substitutions.
- F. In case of an emergency, the County may purchase tires from another vendor if attempts to contact the Contractor are not immediately successful.
- G. Orders must be delivered within a 24-hour time frame from the point of receiving the initial order unless otherwise agreed upon with the Parts Supervisor.

**III. SHIPPING AND DELIVERY:**

- A. At time of tire(s) pickup by County employee(s) or tire(s) delivery by Contractor, the Contractor must accept old tire(s) on a one to one exchange of old tire(s) and new tire(s) for disposal, at no extra charge. If the above procedure cannot be established then a procedure and schedule for pickup of old tires between the Contractor and the County shall be agreed upon. The Contractor agrees to accept the County’s used tires, and to monitor the recycling of used tires in accordance with the California Tire Recycling Act at no extra charge.

Participating County of Orange locations that will require delivery of tires, tubes and other related parts include, but not limited to:

OCPW/Fleet Management-Whse 7  
445 Civic Center Drive West  
Santa Ana, Ca 92701  
(714) 955-0392

OCPW/Fleet Management-Whse 2  
1102 E. Fruit Street  
Santa Ana, Ca 92701  
(714) 955-0284

OCPW/Fleet Management-Whse 8  
2023 W. Collins Ave  
Santa Ana, Ca, 92701  
(714) 955-0188

OCPW/Fleet Management-Whse 9  
30102 Pacific Island Drive  
Laguna Niguel, Ca 92677  
(714) 955-0280

If the Contractor has a location within Orange County, the Contractor must charge Orange County's current tax rate. It is the Contractor's responsibility to generate their invoicing from their Orange County location.

**ATTACHMENT B  
PAYMENT/COMPENSATION**

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Light Duty Tires as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. Price List:

Tire Size	Brand	Tread/Description	MFG Parts Numbers	Contract Price
27x11-12	Carlisle	Carlisle A-C-T HD	560473	
27x9-12	Carlisle	Carlisle A-C-T HD	560472	
13x6.50-6	Carlisle	Carlisle Turfsaver	5111861	
22.5x10-8	Carlisle	Carlisle Turf Trac R/S	5753B7	
26 x 10-12	Carlisle	Carlisle AT489	589336	
26 x 11.00-12	Carlisle	Carlisle AT489	560461	
18.50 x 8.50-8	Carlisle	Carlisle USA Trail	519472	
25x10.50-12 4P	Carlisle	Carlisle All Trail II	511508	
25X10.00-12	Carlisle	Carlisle AT489	589335	
27x11-12	Carlisle	Carlisle AT489	560471	
27x9-12	Carlisle	Carlisle AT 489	560470	
5.70-8	Carlisle	Carlisle USA Trail	519088	
LT245/70R16 113S	BF GoodRich	B F Goodrich All-Terrain AT/ KO2	28855	
LT245/75R16 E	BF GoodRich	B F Goodrich A/T KO2	15477	
P265/65R17 110T	BF GoodRich	BF GOODRICH ADV TA SPORT	41437	
LT235/70R16 C	BF GoodRich	B F GOODRICH A/T KO	33403	
LT265/75R16E	BF GoodRich	BF GOODRICH All- Terrain T/A KO	67179	
LT265/75R16 D	BF GoodRich	B F Goodrich M/T KM3	79327	

LT245/70R17 E	BF GoodRich	B F Goodrich A/T K02	09666	
LT285/70R17 E	BF GoodRich	BF GOODRICH M/T T/A KM3	53313	
LT265/70R17 E	BF GoodRich	BF GOODRICH M/T T/A KM3	32095	
LT245/75R17 E	BF GoodRich	B F Goodrich A/T T/A KO 2	26470	
P255/70R16 E	BF GoodRich	BF GOODRICH RUGGED TERRAIN T/A	07509	
LT235/85R16 E	BF GoodRich	Bf Goodrich All-Terrain T/A KO 2	75445	
LT215/85R16 E	BF GoodRich	BF Goodrich Comercial TA AS2	19836	
P245/65R17 E	BF GoodRich	Bf Goodrich Rugged Trail T/A	90482	
LT285/70R17 E	BF GoodRich	B F Goodrich A/T T/A KO 2	99728	
LT265/70R17 E	BF GoodRich	B F Goodrich A/T T/A KO 2	66255	
LT245/75R16 E	BridgeStone	BRIDGESTONE R265	154075	
LT235/85R16 E	BridgeStone	BRIDGESTONE R250	206378	
LT225/75R17 E	BridgeStone	BRIDGESTONE DURAVIS R250	223555	
P235/70R16 E	FireStone	FIRESTONE DESTINATION LE2	097759	
P245/65R17	FireStone	FIRESTONE DESTINATION LE2	097997	
P225/70R15	FireStone	FIRESTONE DESTINATION LE2	140344	
P235/75R16	FireStone	FIRESTONE DESTINATION LE2	140378	
LT225/75R16	FireStone	FIRESTONE TRANSFORCE HT	189752	
LT9.50R16.5	FireStone	FIRESTONE TRANSFORCE	189820	
LT225/75R17	FireStone	FIRESTONE TRANSFORCE AT	224150	
LT245/75R17	FireStone	FIRESTONE TRANSFORCE HT	225425	
LT265/75R16	FireStone	FIRESTONE TRANSFORCE HT	189786	
P235/60R17	FireStone	FIRESTONE CHAMP FUEL FIGHTER	015352	
P215/60R15	FireStone	FIRESTONE CHAMP FUEL FIGHTER	15233	
P215/75R15	FireStone	FIRESTONE DESTINATION LE2	140310	
P225/65R17	FireStone	FIRESTONE DESTINATION LE2	097946	

P245/70R17	FireStone	FIRESTONE DESTINATION LE2	097827	
LT215/85R16E	FireStone	FIRESTONE TRANSFORCE AT	000178	
P235/70R15	FireStone	FIRESTONE DESTINATION LE2	140361	
P235/70R17	FireStone	Firestone Destination LE2	097776	
LT 265/70R17	FireStone	FIRESTONE TRANSFORCE HT	200156	
LT215/85R16	FireStone	FIRESTONE TRANSFORCE HT	189701	
LT225/75R17	FireStone	FIRESTONE TRANSFORCE HT	224133	
LT235/75R15	FireStone	FIRESTONE TRANSFORCE AT	189650	
LT235/85R16	FireStone	FIRESTONE TRANSFORCE HT	189718	
LT245/75R16	FireStone	FIRESTONE TRANSFORCE HT	189769	
23x11-10 4P	Carlisle	Carlisle All Trail2	6P0058	
8-14.5	Nanco	Nanco N213	29114001	
4.80 X 8	Nanco	Trailer Tire Nanco N205 - 4.80X 8 C	St-29335005	
175/80D13	Nanco	Trailer Tire Nanco - B78-13 C	ST-29506008	
ST205/75D14	Nanco	Nanco N-622 Bias ST Trailer - F78 - 14	29550006	
ST205/75D15	Nanco	Trailer Tire (F78-15); Nanco N-622	29550008	
4.00-8	Nanco	TRAILER TUBE TR-13 - 480/400-8 TR13	45135001	
ST205/75R14	Freestar	TRAILER TIRE ST205/75R14 6P; MILESTAR/FREESTAR	29755009	
ST205/75R15D	Freestar	6-PLY TRAILER TIRE ST205/75R15; FREESTAR	29865009	
ST225-75R15	Freestar	ST225-75R15 TRAILER TIRE MILESTAR/FREESTAR	29885008	
480x8 6"	Carefree Tire	Airless Wheelbarrow Tire & Wheel + 480x8 6" Carefree	WA-15-86R	

B. MISCELLANEOUS ITEMS: Miscellaneous tires may be purchased against the Contract. Miscellaneous tire purchases shall not exceed \$5,000 per invoice including tax. County will obtain price quotes from Contractor for all miscellaneous items purchased. Contractor shall provide the list price and discount price on all invoice(s) for all miscellaneous items.

\_\_\_\_\_ % off Invoice List Price

C. **TOTAL CONTRACT AMOUNT NOT TO EXCEED:** ..... \$ **1,200,000.00**

- 3. THE above shall be allowed as needed to meet the County’s changing requirements throughout the term of the contract. The price of the new tires being added to the contract shall be mutually agreed between the County and the Contractor. The price for new tires shall be consistent with the original discount percentage agreed during the contract.
- 4. **OTHER FEES:** Contractor shall pay the California State mandated Tire Recycling Fee. The Contractor agrees to pay any and all other fees, including, but not limited to: fuel surcharges, duties, custom fees, permits, brokerage fees, licenses, registrations, freight and delivery costs. Additional freight will not be paid for by the County. Special freight will be allowed upon approval by the County’s ordering desk or shop supervisor.
- 5. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 60-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.
- 6. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- 7. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- 8. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.  
  
Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.  
  
Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
- 9. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

10. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from 1 above
- C. Contractor's Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total

Invoices and support documentation are to be forwarded to:

**All tire purchase invoice(s) shall be directed to the origination location where the request for tires came from.**

OCPW/Fleet Management-Whse 7  
445 Civic Center Drive West  
Santa Ana, Ca 92701  
(714) 955-0392

OCPW/Fleet Management-Whse 2  
1102 E. Fruit Street  
Santa Ana, Ca 92701  
(714) 955-0284

OCPW/Fleet Management-Whse 8  
2023 W. Collins Ave  
Santa Ana, Ca, 92701  
(714) 955-0188

OCPW/Fleet Management-Whse 9  
30102 Pacific Island Drive  
Laguna Niguel, Ca 92677  
(714)955-0280

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**COMPANY PROFILE & REFERENCES**

**Company Profile**

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor’s License Board:

Business Address:

Website Address:

Telephone Number:  Facsimile Number:

Email Address:

Length of time the firm has been in business:  Length of time at current location:

Is your firm a sole proprietorship doing business under a different name:  Yes  No

If yes, please indicate sole proprietor’s name and the name you are doing business under:

Is your firm incorporated:  Yes  No If yes, State of Incorporation:

Federal Taxpayer ID Number  D-U-N-S #

*\*The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at [www.dnb.com](http://www.dnb.com). If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.*

Regular business hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:  Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:  Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:  Facsimile Number:

Email Website Address:

**In the event of an emergency or declared disaster, the following information is required;**

Name of contact during non-business hours:

Telephone Number:  Cell or Pager Number:

Email Address:

**B. Company History:**

For any business structure, provide history of acquisition, buyouts or mergers with other entities for the past five (5) years. Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.

- No action pending
- No Prior action
- Information Attached

**C. Financial Status:**

Offeror shall indicate whether Offeror, its principals, directors, or majority shareholder(s), or any company Offeror has held a controlling interest in, or which has held a controlling interest in Offeror, has ever filed or has been involuntarily put into bankruptcy or has been declared bankrupt. If yes, attached statement indicating the bankruptcy date, court jurisdiction, trustee’s name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy. Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.

- No action pending
- No Prior action
- Information Attached

**D. Litigation Status:**

Offeror shall provide detailed information regarding current and prior lawsuits (court and case number), liens, or claims filed on behalf of and against Offeror, or any company Offeror holds a controlling interest in, or any company that holds an interest in Offeror in the past five (5) years. **Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.**

- No action pending
- No Prior action
- Information Attached

**E. Company Performance:**

- 1) As part of any prior contract, has your company or firm ever received a “Notice to Cure” message, either verbally or in writing? If yes, for all cases in which a “Notice to Cure” message was received, please provide the reason for the message, and how the matter was dealt with. Use additional sheets if needed.

- 2) As part of any prior contract, has your company or firm ever had the contract terminated by the customer prior to the expiration date? If yes, for all cases in which the contract was terminated, please provide the reason for the termination. Use additional sheets if needed.

**COMPANY PROFILE & REFERENCES (CONTINUED)**

**References**

Submit the company names, addresses, telephone numbers, contact names, contract effective dates, contract amount, and brief contract descriptions of at least three clients (preferably three different clients) for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Address:

Contact Name:  Telephone Number:

Email Address:

Contract Effective Dates:  Contract Amount:

Brief Contract Description:

Company Name:

Address:

Contact Name:  Telephone Number:

Email Address:

Contract Effective Dates:  Contract Amount:

Brief Contract Description:

Company Name:

Address:

Contact Name:  Telephone Number:

Email Address:

Contract Effective Dates:  Contract Amount:

Brief Contract Description:

***Bidder Certification***

**1. Conflict of Interest**

Respondent/Bidder must certify either 1 or 2 by signing below:

a. Respondent/Bidder certifies current/past financial, business or other relationship(s) with the County exist/existed as follows:

i. Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs\*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services you propose to provide.

**(Signature required)**

**OR**

b. Respondent/Bidder certifies that no relationships exist/existed as outlined in item 1 above.

**(Signature required)**

Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency

**2. Litigation**

a. Respondent/Bidder must certify either 1 or 2 by signing below:

i. Respondent/Bidder certifies current/past litigation as follows:

1. Respondent/Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent/Bidder, or any company that holds a controlling interest in Respondent/Bidder, against the County of Orange in the past seven (7) years.

2. Respondent/Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven (7) years.

**(Signature required)**

**OR**

ii. Respondent/Bidder certifies that Respondent/Bidder or any proposed subcontractors do not have any past or current litigation.

**(Signature required)**

**3. Name/Ownership Changes**

Respondent/Bidder must certify either 1 or 2 by signing below:

a. Respondent/Bidder certifies past company name changes and/or ownership changes, for Respondent/Bidder's firm and any proposed subcontractor firm, as follows:

i. Respondent/Bidder shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.

ii. Respondent/Bidder shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years.

**(Signature required)**

**OR**

b. Respondent/Bidder certifies that Respondent/Bidder or any proposed subcontractors have not had any company name changes or ownership changes in the past seven (7) years.

**(Signature required)**

8/01/18  
Page 1 of 1

# Orange County District Attorney's Office



## Public Works Unit

# OCDA PUBLIC WORKS UNIT

- The District Attorney's Office created a new Public Works Unit within our Workers Compensation Insurance Unit in June 2011.
- This unit was created to ensure that contractors bidding on Public Works projects are on an even playing field and also to protect the wages and benefits of employees working on these projects. The unit focusses on investigating and prosecuting contractors and their agents who underpay employees prevailing wages as well as commit fraud in the workers' compensation arena.
- Work with Department of Industrial Relations (DIR), Employment Development Department (EDD), California Department of Insurance (CDI), and Contractor State License Board (CSLB).

# CERTIFIED PAYROLL REQUEST

**Labor Code Section 1776(f)(1)** Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other **law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records.**

Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

## LABOR CODE 1776

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. **Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury**, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

## LABOR CODE 1776

**(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.** The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).



# PENALTY OF PERJURY

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating the information contained in the payroll record is true and correct.

I, \_\_\_\_\_, the undersigned, am the  
 (Name – print)

\_\_\_\_\_ with the authority to act for and on behalf of  
 (Position in business)

\_\_\_\_\_, certify under **penalty of perjury**  
 (Name of business and/or contractor)

that the records or copies thereof submitted and consisting of \_\_\_\_\_  
 (Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)  
 of the actual disbursements by way of cash, check, or whatever form to the individual or  
 individuals named.

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

Form can be located at: <https://www.dir.ca.gov/dlse/DLSEFormA-1-131.pdf>

# COMMON CHARGING SECTIONS

**Labor Code 1778** – Taking and receiving portion of worker's wage on Public Works

**Penal Code 115(a)** – Record false and forged Instrument

**Insurance Code 11760(a)** – Misrepresent Facts to Worker's Compensation Insurance Company

**Insurance Code 11880(a)** – Fraud against State Compensation Insurance Fund

**Unemployment Insurance Code 2117.5** – Failure to properly report payroll taxes

**Unemployment Insurance Code 2118.5** – Willful failure to pay tax

# **TAKING OR RECEIVING PORTION OF WAGES OF WORKMAN Labor Code 1778**

Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

- **The defendant was a contractor doing public work;**
- **The defendant hired a worker to render service upon a public works project**
- **The defendant paid wages to the worker**
- **The defendant took a portion of the workers wages**

# **PREMIUM FRAUD**

## **Labor Code 11760(a)**

Commission of premium fraud constitutes a Felony crime under the provisions of Insurance Code §11760(a) if the insurance company defrauded is a private insurance company .

- 1. A person made, or caused to be made, any knowingly false or fraudulent statement**
- 2. The statement was made either orally or in writing;**
- 3. The statement contained a fact material to the determination of the premium, the rate, or cost of the insurance**
- 4. The person made that statement for the purpose of reducing the premium, reducing the rate, or reducing the cost of insurance.**

# ACTIVITY SINCE JUNE 2011

## Search Warrants Served: 50

Includes business, homes, banks, etc.

## Filed: 17 Defendants

CONTRACTOR	STATUS
General Contractor	Completed – Received 2 years prison
Subcontractor / Fire Sprinkler	Completed - Received 2 years prison
Subcontractor / HVAC	Convicted 37 counts. Sentence pending
General Contractor	Court Case pending. Co-defendant 7 years 4 months
Subcontractor / Electrician (Bookkeeper & Office Manager)	Completed – (2) defendants received 6 months jail time and 3 years probation
Landscaper	Court Case pending

## Grand Jury Indictments: 4

## Pending Cases: 9

## CONTACT INFORMATION

**DDA Donde McCament**

**(714) 664-3911**

**[donde.mccament@da.ocgov.com](mailto:donde.mccament@da.ocgov.com)**

**Investigator Elaine Noce**

**(714) 664-3915**

**[elaine.noce@da.ocgov.com](mailto:elaine.noce@da.ocgov.com)**

**Investigator Randy Inman**

**(714) 664-3904**

**[randy.inman@da.ocgov.com](mailto:randy.inman@da.ocgov.com)**

**Insurance Fraud Hotline**

**(714) 648-3650**

Addendum #1  
to  
IFB-080-C024782-DS  
Heavy Duty Tires

Issued: September 3, 2019

TO ALL PROPOSERS

The following changes, and answers to questions and/or clarifications shall be made to the IFB for the above-captioned project:

**CHANGES AND CLARIFICATIONS:**

1. Attachment A, Section III Shipping and Delivery, Item A has been revised for clarification, as follows:

A. Tire Disposal:

The Contractor agrees to accept the County’s used tires, and to monitor the recycling of used tires in accordance with the California Tire Recycling Act at no extra charge.

Disposal Process: At time of tire(s) delivery by the Contractor OR tire(s) pickup by County employee(s), the Contractor must accept and pick-up old tire(s) on a one to one exchange (old tire(s) to new tire(s)) for disposal at no extra charge to the County. If the process cannot be properly executed, then an alternative exchange process and schedule (pickup / delivery exchange) shall be developed and implemented upon agreement between the County and the Contactor.

2. Attachment A, Section III Shipping and Delivery, Item B has been add for clarification, as follows:

B. Shipping and Delivery

Participating County of Orange locations that will require delivery of tires, tubes and other related parts include, but not limited to:

OCPW/Fleet Management Warehouse 2 West 1102 E. Fruit Street Santa Ana, Ca 92701 (714) 955-0284	OCPW/Fleet Management Warehouse 7 445 Civic Center Drive West Santa Ana, Ca 92701 (714) 955-0392
OCPW/Fleet Management Warehouse 8 2023 W. Collins Ave Orange, Ca, 92867 (714) 955-0188	OCPW/Fleet Management Warehouse 9 30102 Pacific Island Drive Laguna Niguel, Ca 92677 (714) 955-0280

If the Contractor has a location within Orange County, the Contractor must charge Orange County’s current tax rate. It is the Contractor’s responsibility to generate their invoicing from their Orange County location.

**BIDSYNC QUESTIONS:**

**Question 1**

I notice on both Light Duty and Heavy Duty you are asking for pricing for only 1 of each line item. Do you have any annual data on the number purchased of each line item? Those volume numbers will affect the pricing that is bid **(Submitted: Aug 22, 2019 12:48:09 PM PDT)**

**Answer**

- We don't have specific usage per each line item, however for the past five years OC Fleet has a usage value of \$1,042,253.00 . **(Answered: Aug 29, 2019 1:52:18 PM PDT)**

**Question 2**

What does price good for 120 mean  
Can they be adjusted Jan 1 if manufacturer contracts change? **(Submitted: Aug 22, 2019 2:21:45 PM PDT)**

**Answer**

- The bid pricing provided shall be valid for 120 day, as per the County of Orange bid solicitation terms and conditions.

For information regarding adjustments to price, please refer to attachment B, Item 5, "Price Increase/Decreases". **(Answered: Aug 29, 2019 1:52:18 PM PDT)**

**Question 3**

Are tire disposals part of the contract If so line items should request pricing for Different tire types? **(Submitted: Aug 22, 2019 2:22:59 PM PDT)**

**Answer**

- Please refer to Attachment A, Section III, Item A "Shipping and Delivery" for additional information on tire disposals. **(Answered: Aug 29, 2019 1:52:18 PM PDT)**

**Question 4**

Do you accept "approved equals" or must it be bid a specified? **(Submitted: Aug 26, 2019 2:36:41 PM PDT)**

**Answer**

- The bid line items are for specific brand(s) mentioned. Use bid line item number 66 to quote additional tires. **(Answered: Aug 29, 2019 1:52:18 PM PDT)**

**ACKNOWLEDGEMENT: THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL.**

I have read and understand and agree to this addendum, and I am submitting a bid in response to this solicitation.		
Date: <input style="width: 80%;" type="text"/>	Company Name: <input style="width: 90%;" type="text"/>	
<input style="width: 95%;" type="text"/> *Authorized Signature	<input style="width: 95%;" type="text"/> Name	<input style="width: 95%;" type="text"/> Title
<input style="width: 95%;" type="text"/> *Authorized Signature	<input style="width: 95%;" type="text"/> Name	<input style="width: 95%;" type="text"/> Title

If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the

alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

## Question and Answers for Bid #080-C024781-UC - Light Duty Tires

### Overall Bid Questions

#### Question 1

I notice on both Light Duty and Heavy Duty you are asking for pricing for only 1 of each line item. Do you have any annual data on the number purchased of each line item? Those volume numbers will affect the pricing that is bid (Submitted: Aug 22, 2019 12:48:09 PM PDT)

#### Answer

- We don't have specific usage per each line item, however for the past five years OC Fleet has a usage value of \$1,042,253.00 . (Answered: Aug 29, 2019 1:52:18 PM PDT)

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#### Question 3

Are tire disposals part of the contract  
If so line items should request pricing for  
Different tire types? (Submitted: Aug 22, 2019 2:22:59 PM PDT)

#### Answer

- Please refer to Attachment A, Section III, Item A "Shipping and Delivery" for additional information on tire disposals. (Answered: Aug 29, 2019 1:52:18 PM PDT)

#### Question 4

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#### Answer

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(Answered: Aug 29, 2019 1:52:18 PM PDT)