

## FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into, effective on \_\_\_\_\_, by and between CITY OF FRESNO, a California municipal corporation (City), and Delray Tire and Retreading, Inc., a California corporation (Vendor).

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

The Charter for the City allows for cooperative purchase agreements for materials, supplies, and equipment. The City may use another government agency's agreement, as an exception to the competitive bid process. The Parties agree that the Vendor has entered a contract with The County of Fresno Master Procurement Agreement, Agreement Number P-22-193 (Original Government Contract). The solicitation for the Original Government Contract is attached as **Exhibit A**.

**Vendor's Obligation.** Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

**City's Obligation.** City shall make to the Vendor those payments described in **Exhibits A and B**, subject to all the terms and condition contained or incorporated herein

Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:

City's Insurance and Indemnity provisions attached as **Exhibit C**.

City of Fresno  
Attention: Duane Myers  
2101 G Street, Bldg F  
Fresno, Ca 93706  
Phone: (559) 621-1186  
FAX:  
E-mail: duane.myers@fresno.gov

- c) Notwithstanding anything in **Exhibits A and B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction.

Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

- d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.
5. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

**[Signatures follow on the next page.]**

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

Delray Tire and Retreading, Inc., a California corporation

By: \_\_\_\_\_  
Melissa Perales  
Purchasing Manager  
General Services Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Title: \_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: \_\_\_\_\_  
Brandon M. Collet                      Date  
Supervising Deputy City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:  
TODD STERMER, CMC  
City Clerk

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

By: \_\_\_\_\_  
Deputy

VENDOR:  
Delray Tire and Retreading, Inc.  
Attention: Matt Mastriano  
2544 S Cherry Ave  
Fresno, CA 93706  
Phone: (559) 485-1761  
FAX: (559) 485-7848  
E-mail: matt@delraytire.com

Attachments:  
Exhibit A - Original Solicitation  
Exhibit B - Original Government Contract  
Exhibit C - City's Insurance and Indemnity

**EXHIBIT A**

**Original Solicitation**

# COUNTY OF FRESNO



## REQUEST FOR QUOTATION

**NUMBER: 22-049**

## TIRE SUPPLY AND SERVICES

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**Issue Date: March 14, 2022**

**Closing Date: APRIL 11, 2022 AT 2:00 PM**

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Crystal Nino at Phone (559) 600-7110.

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### BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.  
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of \_\_\_\_\_ % \_\_\_\_\_ days will apply. County does not accept terms less than 15 days.

COMPANY

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP CODE

( )

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

**Purchasing Use:** CN:st

**ORG/Requisition:** 8910; 31113229; 9026 / 8912200544; 3111223039; 9262200079

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## KEY DATES

**RFQ Issue Date:** **March 14, 2022**

**Written Questions for RFQ Due:** **March 28, 2022 at 10:00 AM**

Questions must be submitted on the Bid Page at Public Purchase.

**RFQ Closing Date:** **April 11, 2022 at 2:00 PM**

Quotations must be electronically submitted on the Bid Page.

## OVERVIEW

The County of Fresno ("County") is soliciting bids from vendors to supply tires and related services to the County of Fresno Fleet Services, American Avenue Disposal Site, and Sheriff's Office, as specified within this Request for Quotation (RFQ). This includes but not limited to golf carts, riding mowers, automobiles, light- and heavy-duty trucks, trailers, snowplows, loaders, motor graders, and construction equipment. The County annually spends approximately \$450,000 on tires and \$25,000 on related services.

## BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 333 W. Pontiac Way, Clovis, CA 93612 **and** in Word format to [gcornuelle@FresnoCountyCA.gov](mailto:gcornuelle@FresnoCountyCA.gov). Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.



## GENERAL REQUIREMENTS & CONDITIONS

### LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

**PREFERENCE:** The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by March 28, 2022 at 10:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Crystal Nino at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

**EXCEPTIONS:** Please provide any exceptions to the general requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's quotation meets those requirements.

**AWARD:** Award will be made to up to three (3) vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. County will not award to vendors only providing service or only providing products. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties. Awarded vendors will be chosen from the contract by user departments for each job based on quickest response time and lowest price.

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**CODES AND REGULATIONS:** All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

**SALES TAX:** Fresno County pays California State Sales Tax regardless of vendor's place of doing business.

**TAXES, PERMITS & FEES:** The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

### TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

**SPECIFICATIONS AND EQUALS:** Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

Brands found to be acceptable to the County are as follows: BF Goodrich, Bridgestone, Continental, Cooper, Dunlop, Firestone, General, Goodyear, Hancock, Dumbo, Michelin, Pirelli, Toyo and Yokohama.

**LITERATURE:** Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

**MERCHANDISE RETURNABLE FOR FULL CREDIT:** Bidder agrees to accept for full credit any merchandise sold by him on contract or award resulting from this bid, if returned in good condition by the County.

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

**PACKAGING:** Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

**SAMPLES:** On request, samples of the products on which you are bidding shall be made available to the County. County will designate where samples are to be delivered.

Successful bidder's samples may be retained for checking against delivery, in which case allowance will be made to vendor.

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

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

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**BIDDERS' LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**PRICES:** Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination to the user department.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

**INVOICING:** All invoices are to be delivered to the ordering department no later than three (3) days after the delivery of services or goods. Each invoice shall reference the purchase order or contract number and the equipment number if applicable. The contractor shall obtain the "invoice to" address when receiving the order.

**PAYMENT:** County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years.

**RENEWAL:** Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

**QUANTITIES:** Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

**ORDERING:** Orders will be placed as required by the various County Departments.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**MATERIALS TO BE NEW:** All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

**SAFETY DATA SHEETS:** With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

**RECYCLED PRODUCTS/MATERIALS:** Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

**DAMAGE TO EXISTING WORK:** Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

**CLEAN UP:** The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

**COORDINATE WORK WITH OWNER:** Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

**INSPECTION:** All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

**SUPERVISION:** The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

**STANDARD OF PERFORMANCE:** All work shall be performed in a good and workmanlike manner.

**SAFEGUARDS:** The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**DEFAULT:** In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**ASSURANCES:** Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**OBLIGATIONS OF CONTRACTOR:** Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

**TIE BIDS:** With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

**DATA SECURITY:** Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

**AUDITS AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**BIDDER TO COMPLETE:**

Online Services: The County's Sheriff's Department would like to have the ability to perform the following actions online: Order tires, review inventory of available tires, and view tread patterns and specifications. While it is encouraged, bids will not be rejected if not available. Please specify if this is available and give a brief description of how it works.

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**GUARANTEED PICK UP AND/OR DELIVERY:** Bidder will be considered in award of bid only if they can guarantee delivery. Desired standard delivery for stock items is two (2) days. Desired delivery as need is two (2) hours. Enter guaranteed delivery on this line (i.e., number of days from receipt of order to delivery.)

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**WARRANTY AND SERVICE LOCATION:**

State the warranty and/or guarantee provisions applicable to this equipment or attach warranty form with your bid.

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State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

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**ADDITIONAL ITEMS:**

A guaranteed percentage discount from the manufacturers enclosed price lists will be allowed on purchases of all additional items.

State the name of the price list, indicate the applicable price column, give the effective date of price list, and list any applicable discounts here:

Price List	Price Column	Effective date	Discount (%)

Bidders will submit any applicable price lists with bid.

Prices on additional items will be based on successful bidder's firm percent discount from manufacturer's current published price list. Successful bidder will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

**State Your Purchase Order mailing address:**

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Fax orders to:

Phone orders to:

Email orders to:

**MINIMUM ORDER:** Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

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**SUBCONTRACTORS:**

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

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A John Deere 7700 tractor is 30 miles away and needs a 7.00/7.50R15 tube only replaced.

**Cost**

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Total \$

A Freightliner truck is located 30 miles away and needs one Bridgestone R280 11R22.5 front tire (part number 183819) replaced.

**Cost**

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Total \$

A PB Loader is located 30 miles away and needs a flat repair on one 11R22.5 rear inside tire. The cause is a puncture on the tread area.

**Cost**

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Total \$

## INSURANCE REQUIREMENTS

**INSURANCE:** Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Fleet Services, Attn: Ken Christiansen, 4551 E. Hamilton Ave., Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County. **Certificates of insurance are to include the contract number at the top of the first page.**

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**BIDDER TO COMPLETE THE FOLLOWING:**

**PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

---

(Authorized Signature)

---

Title

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.**

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

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

**Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.**

### QUOTATION SCHEDULE

County will award to up to three (3) vendors with the lowest annual total.

Brand	Description	Size	Part #	Annual Qty	List Price (each)	Discount	Unit Cost (List Price Less Discount)	Extended Cost (Unit Cost x annual quantity)
Bridgestone	R250F	245/70R19.5	299898	4	\$	%	\$	\$
Bridgestone	R250F	225/70R19.5	153028	18	\$	%	\$	\$
Bridgestone	R238	225/70R19.5	248681	4	\$	%	\$	\$
Bridgestone	R280	11R X 22.5	183819	4	\$	%	\$	\$
Bridgestone	VSW DG2	17.5 X R25	420387	4	\$	%	\$	\$
Firestone	Firehawk GT V Pursuit	265/60R17	23189	10	\$	%	\$	\$
Firestone	Firehawk GT Z Pursuit	235/55R17	77325	10	\$	%	\$	\$
Firestone	Firehawk GT Z Pursuit	235/55R17	3874	10	\$	%	\$	\$
Firestone	Firehawk GT Z Pursuit	225/60R18	3875	10	\$	%	\$	\$
Firestone	Firehawk GT Z Pursuit	235/50R18	23308	10	\$	%	\$	\$
Firestone	Firehawk GT Z Pursuit	245/55R18	177	10	\$	%	\$	\$
Firestone	Firehawk PV41	225/60R16	67911	10	\$	%	\$	\$
Goodyear	G177	11R X 22.5	138-803-230	2	\$	%	\$	\$
Goodyear	GP2B	17.5R X 25	152-524-070	2	\$	%	\$	\$
Goodyear	Eagle RS-A	225/60R16	732-354-148	10	\$	%	\$	\$
Goodyear	Eagle RS-A	225/60R16	732-354-500	10	\$	%	\$	\$
Goodyear	Eagle RS-A	235/55R17	732-002-500	76	\$	%	\$	\$
Goodyear	Eagle RS-A	235/55R17	732-297-500	12	\$	%	\$	\$
Goodyear	Eagle RS-A	265/60R17	732-301-500	12	\$	%	\$	\$
Goodyear	Eagle RS-A	235/50R18	732-276-500	12	\$	%	\$	\$
Goodyear	Eagle RS-A	245/55R18	732-026-500	12	\$	%	\$	\$
Goodyear	Eagle RS-A	225/60R18	732-312-500	32	\$	%	\$	\$
Goodyear	Wrangler SR-A	225/70R15	183-482-418	10	\$	%	\$	\$
Goodyear	Wrangler SR-A	225/75R15	183-064-418	10	\$	%	\$	\$
Goodyear	Wrangler SR-A	225/75R16	183-017-418	18	\$	%	\$	\$
Goodyear	Wrangler SR-A	235/70R16	183-407-418	18	\$	%	\$	\$

Brand	Description	Size	Part #	Annual Qty	List Price (each)	Discount	Unit Cost (List Price Less Discount)	Extended Cost (Unit Cost x annual quantity)
Goodyear	Wrangler SR-A	255/65R16	183-987-418	8	\$	%	\$	\$
Goodyear	Wrangler AT Adventure	225/75R16	748-748-572	4	\$	%	\$	\$
Goodyear	Wrangler AT Adventure	235/70R16	758-043-571	4	\$	%	\$	\$
Goodyear	Wrangler AT Adventure	245/70R16	758-762-571	4	\$	%	\$	\$
Goodyear	Wrangler AT Adventure	245/75R16	758-059-571	28	\$	%	\$	\$
Goodyear	Wrangler AT Adventure	265/75R16	748-746-571	4	\$	%	\$	\$
Goodyear	Wrangler AT Adventure	235/70R17	758-078-571	52	\$	%	\$	\$
Goodyear	Wrangler AT Adventure	235/75R17	758-089-572	84	\$	%	\$	\$
Goodyear	Wrangler AT Adventure	245/70R17	758-060-572	16	\$	%	\$	\$
Goodyear	Wrangler Duratrac	265/70R17	312-014-142	20	\$	%	\$	\$
Goodyear	Assurance All-Season	185/70R14	407-476-374	8	\$	%	\$	\$
Goodyear	Assurance All-Season	195/70R14	407-736-374	8	\$	%	\$	\$
Goodyear	Assurance All-Season	195/65R15	407-477-374	52	\$	%	\$	\$
Goodyear	Assurance All-Season	205/75R15	407-789-374	32	\$	%	\$	\$
Goodyear	Assurance All-Season	215/75R15	407-792-374	16	\$	%	\$	\$
Goodyear	Assurance All-Season	225/60R16	407-715-374	12	\$	%	\$	\$
Goodyear	Assurance All-Season	225/65R16	407-786-374	52	\$	%	\$	\$
Goodyear	Assurance All-Season	235/60R16	407-784-374	8	\$	%	\$	\$
Goodyear	Assurance All-Season	215/55R17	407-213-374	8	\$	%	\$	\$
Goodyear	Assurance All-Season	225/65R17	407-285-374	8	\$	%	\$	\$
Goodyear	Assurance Fuel Max	195/65R15	738-274-571	52	\$	%	\$	\$
Goodyear	Assurance Fuel Max	205/65R15	738-403-571	16	\$	%	\$	\$
Goodyear	Assurance Fuel Max	215/70R15	738-280-571	40	\$	%	\$	\$
Goodyear	Assurance Fuel Max	215/60R16	738-571-571	120	\$	%	\$	\$
Goodyear	Assurance Fuel Max	215/65R16	738-016-571	120	\$	%	\$	\$
Goodyear	Assurance Fuel Max	215/70R16	755-205-383	12	\$	%	\$	\$



Brand	Description	Size	Part #	Annual Qty	List Price (each)	Discount	Unit Cost (List Price Less Discount)	Extended Cost (Unit Cost x annual quantity)
Goodyear	Assurance Fuel Max	235/60R16	738-334-571	12	\$	%	\$	\$
Goodyear	Assurance Fuel Max	235/70R16	755-206-383	8	\$	%	\$	\$
Goodyear	Assurance Fuel Max	245/70R16	755-762-383	8	\$	%	\$	\$
Goodyear	Assurance Fuel Max	245/75R16	755-298-383	8	\$	%	\$	\$
Goodyear	Assurance Fuel Max	215/55R17	738-340-571	8	\$	%	\$	\$
Goodyear	Assurance Fuel Max	225/60R17	738-168-571	10	\$	%	\$	\$
Goodyear	Assurance Fuel Max	225/65R17	738-285-571	10	\$	%	\$	\$
Goodyear	Assurance Fuel Max	245/70R17	755-056-383	10	\$	%	\$	\$
Goodyear	Integrity	225/60R16	402-314-073	10	\$	%	\$	\$
	Recap – Aggressive	11R x 22.5		2	\$	%	\$	\$
	Recap – Aggressive	11R x 24.5		2	\$	%	\$	\$
	Recap – Aggressive	12R x 22.5		2	\$	%	\$	\$
	Recap – Highway	11R x 24.5		2	\$	%	\$	\$
	Golf Cart Tire	18x8.5-8		10	\$	%	\$	\$
	Kubota RTV500 Tire	24x9-12 HDWS 6-p	ARTV4303	2	\$	%	\$	\$
	Kubota RTV500 Tire	24x11-12 HDWS 6-	ARTV4304	2	\$	%	\$	\$
							Subtotal (without tire fees)	\$
							Tire Fees	
							Disposal Fees	
							Taxable Amount	
							Tax	
							<b>ANNUAL TOTAL</b>	

**Services for Autos and Light Duty Trucks**

Tire Change:	(per wheel)	\$ _____
Flat Repair:	(indicate if per wheel / unit / other)	\$ _____
Wheel balance:	Computer spin balance (per wheel)	\$ _____
Alignment:	Computer alignment (indicate if per axle / hour / ot)	\$ _____

**Services for Heavy Duty Trucks**

Tire Change:	(per wheel)	\$ _____
Flat Repair:	(indicate if per wheel / unit / other)	\$ _____
Wheel balance:	Computer spin balance (per wheel)	\$ _____
Alignment:	Computer alignment (indicate if per axle / hour / ot)	\$ _____

**Services for Tractors/Construction Equipment**

Tire Change:	(per wheel)	\$ _____
Flat Repair:	(indicate if per wheel / unit / other)	\$ _____
Wheel balance:	Computer spin balance (per wheel)	\$ _____

**Emergency Road Service**

Regular Hours – Monday – Friday 7:00 AM – 4:30 PM (excluding County Holidays):	\$ _____ /hour
After Hours – Any time not included above:	\$ _____ /hour
Mileage Charge (for each mile in excess of the first 15 miles):	\$ _____ /hour
Fuel Charge (for each mile in excess of the first 15 miles):	\$ _____ /hour

## CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ The Request for Quotation (RFQ) has been signed and completed.
2. \_\_\_\_\_ Addenda, if any, have been signed and included in the bid package.
3. \_\_\_\_\_ The completed *Reference List* as provided with this RFQ.
4. \_\_\_\_\_ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. \_\_\_\_\_ The *Participation* page as provided within this RFQ has been signed and included
7. \_\_\_\_\_ *Bidder to Complete* page as provided with this RFQ.
8. \_\_\_\_\_ Return checklist with RFQ response.
9. \_\_\_\_\_ **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

**EXHIBIT B**

**Original Government Contract**



# County of Fresno

INTERNAL SERVICES DEPARTMENT

Facilities • Fleet • Graphics • Purchasing • Security • Technology

## MASTER PROCUREMENT AGREEMENT Agreement Number P-22-193 May 10, 2022

The County of Fresno (County) hereby contracts with various vendors (Contractors) to provide tire supply and related services in accordance with the text of this agreement, the vendor's corresponding Attachment, County of Fresno Request for Quotation No: 22-049 and the attached contractors response to County of Fresno Request for Quotation No: 22-049 by this reference made a part hereof.

**TERM:** This Agreement shall become effective June 6, 2022 and shall remain in effect through June 5, 2025.

**EXTENSION:** This Agreement may be extended for two (2) additional one (1) year periods by the mutual written consent of all parties.

**MINIMUM ORDERS:** Unless stated otherwise there shall be no minimum order quantity. The County reserves the right to increase or decrease orders or quantities.

**CONTRACTOR'S SERVICES:** Contractor shall perform the services as described in the vendor's corresponding Attachment "A" attached, at the rates set forth in the vendor's corresponding Attachment "A".

**ORDERS:** Orders will be placed on an as-needed basis by various County Departments under this contract.

**PRICES:** Prices shall be firm for the contract period. Any pricing changes which may take place during the life of the contract must be submitted in writing to the County of Fresno Purchasing Manager and received no less than thirty (30) days prior to becoming effective.

**MAXIMUM:** In no event shall fees for services and supplies paid under this Master Agreement be in excess of Three Million Dollars (\$3,000,000.00). In no event shall fees for services exceed Two Hundred Thousand Dollars (\$200,000.00).

**ADDITIONAL ITEMS:** The County reserves the right to negotiate additional items to this Agreement as deemed necessary. Such additions shall be made in writing and signed by both parties.

**DELIVERY:** The F.O.B. Point shall be the destination within the County of Fresno. All orders shall be delivered complete as specified. All orders placed before Agreement expiration shall be honored under the terms and conditions of this Agreement.

**DEFAULT:** In case of default by Contractor, the County may procure the articles/services from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by any other legal means available to the County. The prices paid by County shall be considered the prevailing market price at the time such purchase is made. Inspection of deliveries or offers for delivery, which do not meet specifications, will be at the expense of Contractor.

333 W. Pontiac Way, Clovis, CA 93612 / (559) 600-7110

\* The County of Fresno is an Equal Employment Opportunity Employer \*

INVOICING: An itemized invoice shall be sent to requesting County department in accordance with invoicing instructions included in each order referencing this Agreement. The Agreement number must appear on all shipping documents and invoices. Invoice terms shall be Net 45 Days.

INVOICE TERMS: Net forty-five (45) days from the receipt of invoice.

TERMINATION: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

LAWS AND REGULATIONS: The Contractor shall comply with all laws, rules and regulations whether they be Federal, State or municipal, which may be applicable to Contractor's business, equipment and personnel engaged in service covered by this Agreement.

AUDITS AND RETENTION: Terms and conditions set forth in the agreement associated with the purchased goods are incorporated herein by reference. In addition, the Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

LIABILITY: The Contractor agrees to:

Pay all claims for damage to property in any manner arising from Contractor's operations under this Agreement.

Indemnify, save and hold harmless, and at County's request defend the County, its officers, agents and employees from any and all claims for damage or other liability, including costs, expenses (including attorney's fees and costs), causes of action, claims or judgments resulting out of or in any way connected with Contractor's performance or failure to perform by Contractor, its agents, officers or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within Thirty (30) days from the date Contractor signs and executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Fleet Services Manager, 4551 E Hamilton Ave, Fresno CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County. **Certificates of insurance are to include the contract number at the top of the first page.**

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

COMING ON COUNTY PROPERTY TO DO WORK: Contractor agrees to provide maintain and furnish proof of Comprehensive General Liability Insurance with limits of not less than \$500,000 per occurrence.

INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party.

AMENDMENTS: This Agreement constitutes the entire Agreement between the Contractors and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, Request for Proposals, Bids and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement supersedes any and all terms set forth in Contractor's invoice. This Agreement may be amended only by written addendum signed by both parties.

INCONSISTENCIES: In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding the vendor's corresponding Attachment, County's Request for Quotation No. 22-049 and the Contractor's Quote in response thereto); (2) the vendor's corresponding Attachment (3) the County's Request for Quotation; (3) the County's Request for Quotation No. 22-049 and (4) the Contractor's quotation made in response to County's Request for Quotation No. 22-049.

GOVERNING LAWS: This Agreement shall be construed, interpreted and enforced under the laws of the State of California. Venue for any action shall only be in County of Fresno.

ELECTRONIC SIGNATURES: The parties agree that this Agreement may be executed by electronic signature as provided in this section.

- A. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature.
- B. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- C. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- D. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

Please acknowledge your acceptance by returning **your corresponding signature page** of this Agreement to my office via email or USPS.

Please refer any inquiries in this matter to Crystal Nino, Purchasing Technician II, at 559-600-7113 or [cnino@fresnocountyca.gov](mailto:cnino@fresnocountyca.gov).

**FOR THE COUNTY OF FRESNO**

**Gary Cornuelle** Digitally signed by Gary Cornuelle  
Date: 2022.05.23 13:44:32 -07'00'

---

Gary E. Cornuelle  
Purchasing Manager  
333 W. Pontiac Way  
Clovis, CA 93612

GEC:cn



**CONTRACTOR TO COMPLETE:**

Company: East Bay Tire Company

Type of Entity:

- |  |  |
|--|--|
| <input type="checkbox"/> Individual          | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> General Partnership           |

<u>2955 S Orange Ave</u>	<u>Fresno</u>	<u>CA</u>	<u>93725</u>
Address	City	State	Zip
<u>559 354 1000</u>		<u>dgutierrez@eastbaytire.com</u>	
TELEPHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS	

Print Name & Title: Joseph J Pehanick COO Print Name & Title: \_\_\_\_\_

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

**CONTRACTOR TO COMPLETE:**

Company: Delray Tire and Retreading, Inc.

Type of Entity:

- Individual
- Sole Proprietorship
- Corporation
- Limited Liability Company
- Limited Liability Partnership
- General Partnership

2544 s cherry ave fresno ca 93706

Address City State Zip

559-485-1761 559-485-7848 matt@delraytire.com

TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

Print Name & Title: Matt Mastriano VP Sales/Marketing Print Name & Title: Mary Mastriano Secretary

Signature: Matt Mastriano Digitally signed by Matt Mastriano Date: 2022.05.17 10:37:57 -07'00' Signature: Mary Mastriano Digitally signed by Mary Mastriano Date: 2022.05.17 10:51:59 -07'00'

**ACCOUNTING USE ONLY**

ORG No.: 31113229, 8910, 9026  
Account No.: 7205  
Requisition No.: 3111223039, 8912200544,  
9262200079

(9/2021)

**ATTACHMENT "A"**

**Contacts**

Fleet Services

Parts Room	Tou Vang	(559) 600-7518 touvang@fresnocountyca.gov
Trucks	Allan Kroeker	(559) 600-7517 akroeker@fresnocountyca.gov
Fleet Manager	Ken Christiansen	(559) 600-7530 kchristiansen@fresnocountyca.gov
Light Duty Supervisor	Todd Porterfield	(559) 600-7525 tporterfield@fresnocountyca.gov
Heavy Duty Supervisor	Mike Downing	(559) 600-7528 mdowning@fresnocountyca.gov
Billing Inquiries	Charity Montano	(559) 600-5930 lsdap-ar@fresnocountyca.gov cmontano@fresnocountyca.gov

Sheriff's Office

Fleet Manager	Sgt. Michael Severson	Michael.severson@fresnosheriff.org
Billing Inquiries	Jamie Vasquez	(559) 600-8586 Jamie.vasquez@fresnosheriff.org

Public Works

Senior Analyst	Song Vang	(559) 600-4320 songvang@fresnocountyca.gov
Billing Inquiries	Business Office	pwpbusinessoffice@fresnocountyca.gov

## General

Departments will choose a vendor for each job based on quickest response time and/or lowest price.

All workmanship is subject to inspection, testing, and approval by County.

Delivery for stock items for stock items is required in two (2) days or less.

## Invoicing

All invoices must have the agreement number and vehicle numbers. Invoices must be delivered to the ordering department no more than three (3) days from service.

## Scope of Work

- 1) **Initial Response:** A verbal response must be received with fifteen (15) minutes and service truck on route within thirty (30) minutes of the initial call. Verbal response must include estimated time before the service truck is on route, location of the service truck and estimated time of arrival at the service location. Response time will begin with the initial phone call from the County.
- 2) **Unable to Respond:** If for any reason the vendor is unable to be on route within the maximum response time of thirty (30) minutes, vendor will verbally respond to the County service call and indicate when they will be able to respond. The County will decide whether to continue with the primary vendor or contact a secondary vendor. Should a verbal response not be received within fifteen (15) minutes of the initial call, another vendor will be called to provide the required service.
- 3) **Unable to Find Vehicle:** Should the vendor be unable to locate a vehicle at the given location, Vendor will contact the County for additional directions and make a reasonable effort to locate the vehicle.
- 4) **Standards:** All service technicians must be qualified personnel compliant and familiar with the terms and conditions of the contractual agreement between the County of Fresno and the contractor for tires and related services. Service technicians must be at least eighteen (18) years of age and trained at a sufficient level of competence to operate any special equipment required to perform the requested services. All service repairs must be made in accordance with generally acceptable industry standards.
- 5) **Service Area and Conditions:** Vendor is able and willing to provide services throughout Fresno County. Vendor is able and willing to provide services in adverse weather conditions such as snow.
- 6) **Used Tires:** Vendors will be expected to pick up used tires, equal to the number of new tires purchased, at the time of delivery.

### Services requested on an as-needed basis

#### Definitions:

- A. Dismount – Removing a tire from a rim
- B. Mount – Installing a tire onto a rim
- C. Dismount and Mount – Removing a tire from a rim and installing a new tire in the same rim
- D. Tire Change – Remove wheel and tire assembly from vehicle, dismount old tire, mount new tire, install wheel and tire assembly onto vehicle
- E. Flat Repair – Remove wheel and tire assembly (if applicable), dismount tire, repair hole, mount tire, install wheel and tire assembly onto vehicle
- F. Wheel Balance – Computer spin balance of wheel and tire assembly
- G. Alignment – Computer alignment of all applicable adjustment points to recommended specs (camber, caster, toe)

**ATTACHMENT "B"**

**Delray Tire and Retreading, Inc.**

Service for Autos and Light Duty Trucks

Tire Change per wheel	\$12.00
Flat Repair per wheel	\$21.00
Wheel balance per wheel	\$15.00
Alignment	\$100.00

Service for Heavy Duty Trucks

Tire Change per wheel	\$40.00
Flat Repair per wheel	\$45.00
Wheel balance per wheel	\$40.00
Alignment	Front end: \$115.00 3 axle: \$190.00

Services for Tractors/Construction Equipment

Tire Change per wheel	\$40.00
Flat Repair per wheel	\$45.00

Emergency Road Service

Regular hours (M-F 7AM-4:30PM, excluding holidays)	\$129.00 / hour
After hours – any time not included above	\$190.00 / hour
Mileage charge for each mile in excess of the first 20 miles	\$1.60 / mile
Fuel Charge	\$12.95 / service call

<b>Brand</b>	<b>Description</b>	<b>Size</b>	<b>Part #</b>	<b>Unit Cost</b>
American Farmer	Industrial Rib F-3 TL	14.5/75-16	FA46W	\$333.71
Bridgestone	Duravis R500	245/75R16	191-860	\$217.80
Bridgestone	Ecopia EP422 Plus	215/70R15	006-053	\$146.29
Bridgestone	M729F	225/70R19.5	227-023	\$297.92
Bridgestone	M760	11R22.5	247-933	\$587.72
Bridgestone	R238	225/70R19.5	009-121	\$275.03
Bridgestone	R268 Ecopia	11R22.5	248-817	\$352.00
Bridgestone	R268 Ecopia	12R22.5	278	\$362.00
Bridgestone	V-Steel Snow Wedge	17.5R25	420-387	\$1,834.98
Bridgestone	VSWAS Radial Grader Tire	17.5R25	004682	\$1,834.98
Carlisle	CSL24 R1 Bias TT	14.9R28	6A06192	\$314.33
Carlisle	CSL24 R1 Bias TT	18.4R38	6A06362	\$805.00
Carlisle	FSTR Radial R1-W TL	420/85R34	6A07202	\$661.31
Carlisle	Trac Chief I3	12.5/80-18	570121	\$281.78
Continental	HSR+	225/70R19.5	5125520000	\$360.77
Continental	HTL2	215/75R17.5	05310170000	\$309.74
Continental	Pro Contact	215/55R16	15508160000	\$115.77
Cooper	Discoverer AT3	225/75R16	90000046771	\$126.83
Firestone	All Traction Utility	21L24	321370	\$793.24
Firestone	Destination A/T2	235/70R17	014366	\$237.47
Firestone	Destination A/T2	235/75R17	014315	\$117.66
Firestone	FD663	11R22.5	281042	\$345.60
Firestone	FD692	11R22.5	3155	\$624.49
Firestone	Transforce HT2	245/75R17	002777	\$142.47
General	D460	11R22.5	05211360000	\$375.42
General	#5211330000	11R24.5	5211330000	\$376.45
General	S360	11R24.5	05123240000	\$385.30
Goodyear	Assurance All-Season	195/65R15	407-477-374	\$66.92
Goodyear	Assurance All-Season	215/60R16	407-562-374	\$75.93
Goodyear	Assurance All-Season	215/65R16	407-016-374	\$85.31
Goodyear	Assurance All-Season	225/60R16	407-715-374	\$79.57
Goodyear	Assurance ComfortDrive	215/55R16	413-507-582	\$100.38
Goodyear	Assurance Max-life	195/65R15	110489545	\$86.41
Goodyear	Assurance A/S	215/60R16	407562374	\$75.93
Goodyear	Assurance Fuel Max	225/65R17	755-667-383	\$134.94
TITAN	HI-TRAC R-1	18.4R34	48E154	\$920.84
Goodyear	Eagle LS2	235/45R18	706-038-163	\$107.17
Goodyear	Eagle RS-A	225/60R18	732-312-500	\$123.00
Goodyear	Eagle RS-A	235/55R17	732-002-500	\$116.00
Goodyear	Eagle RS-A	245/55R18	732-026-500	\$135.00
Goodyear	Fortera HL	245/70R17	151-056-203	\$126.14
KELLY	EDGE A/S	215/70R15	356166026	\$83.00
Goodyear	Wrangler Fortitude	265/70R16	157-045-622	\$129.77

<b>Brand</b>	<b>Description</b>	<b>Size</b>	<b>Part #</b>	<b>Unit Cost</b>
Goodyear	Wrangler Fortitude HT	235/65R16	179-195-622	\$159.20
Goodyear	Wrangler MT/R with Kevlar	265/70R17	750-152-326	\$206.22
Goodyear	FORTITUDE HT	245/75R16	179747622	\$164.75
Goodyear	Wrangler SR-A	265/70R17	183-106-418	\$149.82
HERCULES	HRA	215/75R17.5	95321	\$159.37
Hercules	Power ST2	205/75R15	94753	\$67.75
HERCULES	R-4	19.5Lx24	94707	\$508.37
Michelin	Agribib Radial Tractor Tire	13.6R24	97644	\$645.00
Michelin	Latitude Tour HP	245/60R18	43880	\$197.64

**ATTACHMENT "C"**

**East Bay Tire Co.**

Service for Autos and Light Duty Trucks

Tire Change per wheel	\$15.00
Flat Repair per wheel	\$29.00
Wheel balance per wheel	\$15.00
Alignment	\$105.00

Service for Heavy Duty Trucks

Tire Change per wheel	\$40.00
Flat Repair per wheel	\$45.00
Wheel balance per wheel	\$18.00
Alignment	\$275.00

Services for Tractors/Construction Equipment

Tire Change per wheel	\$105.00
Flat Repair per wheel	\$125.00

Emergency Road Service

Regular hours (M-F 7AM-4:30PM, excluding holidays)	\$115.00 / hour
After hours – any time not included above	\$145.00 / hour
Mileage charge for each mile in excess of the first 15 miles	\$1.00 / mile
Fuel Charge	\$1.00 / mile



<b>Brand</b>	<b>Description</b>	<b>Size</b>	<b>Part #</b>	<b>Unit Cost</b>
Camso	Industrial Rib F-3 TL	14.5/75-16	2.1190.9578	\$375.00
Continental	HTS60	245/75R16	04505100000	\$146.62
Continental	Altimax RT43	215/70R15	15495060000	\$86.70
Continental	HDR +	225/70R19.5	05224030000	\$370.79
Continental	HDL2	11R22.5	05211220000	\$517.62
Continental	HSR+	225/70R19.5	05125520000	\$360.77
Continental	HSR3	11R22.5	05124370000	\$487.04
Continental	HSR2	12R22.5	05120880000	\$514.34
Michelin	X Snow Plus	17.5R25	99466	\$2,185.60
Michelin	XTLA Grader	17.5R25	4118	\$1,842.40
Carlisle	CSL24 R1 Bias TT	14.9R28	6A06192	\$438.00
Carlisle	CSL24 R1 Bias TT	18.4R38	6A06362	\$881.00
Carlisle	FSTR Radial R1-W TL	420/85R34	6A07202	\$1399.00
Carlisle	Trac Chief I3	12.5/80-18	570121	\$354.00
Continental	HSR+	225/70R19.5	05125520000	\$360.77
Continental	HTL2	215/75R17.5	5310170000	\$309.74
Continental	Pro Contact	215/55R16	15508160000	\$115.77
General	Grabber HD	225/75R16	04507160000	\$118.88
Firestone	All Traction Utility	21L24	321370	\$1,195.00
Goodyear	Workhorse AT	235/70R17	480078855	\$129.14
Goodyear	Adventure AT	235/75R17	758089572	\$149.79
General	RD	11R22.5	05653170000	\$447.19
General	HD2	11R22.5	05211770000	\$479.89
General	HTS	245/75R17	04501840000	\$170.85
General	D460	11R22.5	05210950000	\$386.10
General	D460	11R24.5	5681100000	\$406.12
General	HS 2	11R24.5	05112020000	\$479.21
Goodyear	Assurance All-Season	195/65R15	407-477-374	\$67.28
Goodyear	Assurance All-Season	215/60R16	407-562-374	\$76.04
Goodyear	Assurance All-Season	215/65R16	407-016-374	\$85.31
Goodyear	Assurance All-Season	225/60R16	407-715-374	\$80.04
Goodyear	Assurance ComfortDrive	215/55R16	413-507-582	\$100.38
Goodyear	Assurance All-Season	195/65R15	407-477-374	\$66.92
Goodyear	Assurance All-Season	215/60R16	407-562-374	\$77.69
Goodyear	Assurance All-Season	225/65R17	407285374	\$109.29
Goodyear	Dura Torque R-1 TT	18.4R34	47Q854	\$795.00
Goodyear	Eagle LS2	235/45R18	706-038-163	\$107.17
Goodyear	Eagle RS-A	225/60R18	732-312-500	\$125.67
Goodyear	Eagle RS-A	235/55R17	732-002-500	\$121.92
Goodyear	Eagle RS-A	245/55R18	732-026-500	\$134.93
Goodyear	Fortera HL	245/70R17	151-056-203	\$126.14
Goodyear	Assurance All-Season	215/70R15	407783374	\$63.06
Goodyear	Wrangler Fortitude	265/70R16	157-045-622	\$129.77
Goodyear	Wrangler Fortitude HT	235/65R16	179-195-622	\$159.20
Goodyear	Wrangler MT/R with Kevlar	265/70R17	750-152-326	\$206.22

<b>Brand</b>	<b>Description</b>	<b>Size</b>	<b>Part #</b>	<b>Unit Cost</b>
Goodyear	wrangler fortitude	245/75R16	179747622	\$164.75
Goodyear	Wrangler SR-A	265/70R17	183-106-418	\$122.53
Toyo	M1430	215/75R17.5	520500	\$231.00
DPT	Trailer ST	205/75R15	85e210015	\$95.00
Camso	Backhoe R-4	19.5Lx24	2.1243.10795	\$750.00
Michelin	Agribib Radial Tractor Tire	13.6R24	97644	\$1,036.80
Michelin	Latitude Tour HP	245/60R18	43880	\$196.00

PROCUREMENT AGREEMENT NUMBER: P-22-193  
May 10, 2022

**Delray Tire and Retreading, Inc.'s Response  
to  
County of Fresno  
Request for Quotation  
No. 22-049**

# COUNTY OF FRESNO



## REQUEST FOR QUOTATION

NUMBER: 22-049

## TIRE SUPPLY AND SERVICES

Issue Date: March 14, 2022

Closing Date: APRIL 11, 2022 AT 2:00 PM

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Crystal Nino at Phone (559) 600-7110.

### BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.  
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of \_\_\_\_\_ % \_\_\_\_\_ days will apply. County does not accept terms less than 15 days.

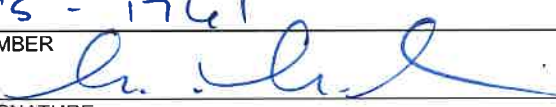
Delray Tire and Retreading Inc.  
COMPANY

Matt Mastriano  
CONTACT PERSON

2544 S. Cherry Ave  
ADDRESS

Fresno CA 93706  
CITY STATE ZIP CODE

559 485 - 1761 Matt@Delraytire.com  
TELEPHONE NUMBER E-MAIL ADDRESS

  
AUTHORIZED SIGNATURE

Matt Mastriano VP Sales  
PRINT NAME TITLE

Purchasing Use: CN:st

ORG/Requisition: 8910; 31113229; 9026 / 8912200544; 3111223039; 9262200079

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## KEY DATES

**RFQ Issue Date:** **March 14, 2022**

**Written Questions for RFQ Due:** **March 28, 2022 at 10:00 AM**  
Questions must be submitted on the Bid Page at Public Purchase.

**RFQ Closing Date:** **April 11, 2022 at 2:00 PM**  
Quotations must be electronically submitted on the Bid Page.

## OVERVIEW

The County of Fresno ("County") is soliciting bids from vendors to supply tires and related services to the County of Fresno Fleet Services, American Avenue Disposal Site, and Sheriff's Office, as specified within this Request for Quotation (RFQ). This includes but not limited to golf carts, riding mowers, automobiles, light- and heavy-duty trucks, trailers, snowplows, loaders, motor graders, and construction equipment. The County annually spends approximately \$450,000 on tires and \$25,000 on related services.

## BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 333 W. Pontiac Way, Clovis, CA 93612 **and** in Word format to [gcornuelle@FresnoCountyCA.gov](mailto:gcornuelle@FresnoCountyCA.gov). Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

## GENERAL REQUIREMENTS & CONDITIONS

### LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

**PREFERENCE:** The Local Vendor Preference and Disabled Veteran Business Enterprise Preference do not apply to this Request for Quotation.

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by March 28, 2022 at 10:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Crystal Nino at (559) 600-7110.

**NOTE:** Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

**EXCEPTIONS:** Please provide any exceptions to the general requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's quotation meets those requirements.

**AWARD:** Award will be made to up to three (3) vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. County will not award to vendors only providing service or only providing products. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties. Awarded vendors will be chosen from the contract by user departments for each job based on quickest response time and lowest price.

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**CODES AND REGULATIONS:** All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

**SALES TAX:** Fresno County pays California State Sales Tax regardless of vendor's place of doing business.

**TAXES, PERMITS & FEES:** The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

### TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

**SPECIFICATIONS AND EQUALS:** Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.



No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

Brands found to be acceptable to the County are as follows: BF Goodrich, Bridgestone, Continental, Cooper, Dunlop, Firestone, General, Goodyear, Hancock, Dumbo, Michelin, Pirelli, Toyo and Yokohama.

**LITERATURE:** Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

**MERCHANDISE RETURNABLE FOR FULL CREDIT:** Bidder agrees to accept for full credit any merchandise sold by him on contract or award resulting from this bid, if returned in good condition by the County.

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

**PACKAGING:** Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

**SAMPLES:** On request, samples of the products on which you are bidding shall be made available to the County. County will designate where samples are to be delivered.

Successful bidder's samples may be retained for checking against delivery, in which case allowance will be made to vendor.

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

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

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**BIDDERS' LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**PRICES:** Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination to the user department.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

**INVOICING:** All invoices are to be delivered to the ordering department no later than three (3) days after the delivery of services or goods. Each invoice shall reference the purchase order or contract number and the equipment number if applicable. The contractor shall obtain the "invoice to" address when receiving the order.

**PAYMENT:** County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years.

**RENEWAL:** Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

**QUANTITIES:** Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

**ORDERING:** Orders will be placed as required by the various County Departments.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**MATERIALS TO BE NEW:** All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

**SAFETY DATA SHEETS:** With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

**RECYCLED PRODUCTS/MATERIALS:** Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

**DAMAGE TO EXISTING WORK:** Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

**CLEAN UP:** The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

**COORDINATE WORK WITH OWNER:** Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

**INSPECTION:** All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

**SUPERVISION:** The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

**STANDARD OF PERFORMANCE:** All work shall be performed in a good and workmanlike manner.

**SAFEGUARDS:** The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**DEFAULT:** In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**ASSURANCES:** Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**OBLIGATIONS OF CONTRACTOR:** Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

**TIE BIDS:** With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

**DATA SECURITY:** Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

**AUDITS AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**BIDDER TO COMPLETE:**

Online Services: The County's Sheriff's Department would like to have the ability to perform the following actions online: Order tires, review inventory of available tires, and view tread patterns and specifications. While it is encouraged, bids will not be rejected if not available. Please specify if this is available and give a brief description of how it works.

*This is not available*

**GUARANTEED PICK UP AND/OR DELIVERY:** Bidder will be considered in award of bid only if they can guarantee delivery. Desired standard delivery for stock items is two (2) days. Desired delivery as need is two (2) hours. Enter guaranteed delivery on this line (i.e., number of days from receipt of order to delivery.)

*Guarantee delivery by end of Next day - Usually Same day  
Emergency delivery within 2 hrs*

**WARRANTY AND SERVICE LOCATION:**

State the warranty and/or guarantee provisions applicable to this equipment or attach warranty form with your bid.

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

*2544 S. Cherry Ave - Fresno CA 93706*

**ADDITIONAL ITEMS:**

A guaranteed percentage discount from the manufacturers enclosed price lists will be allowed on purchases of all additional items.

State the name of the price list, indicate the applicable price column, give the effective date of price list, and list any applicable discounts here:

Price List	Price Column	Effective date	Discount (%)
<i>Bridgestone Govt</i>	<i>Govt Price (K)</i>		<i>-</i>
<i>Goodyear St of CA</i>	<i>Disc Agency Price</i>	<i>4-1-22 / 1-31-23</i>	<i>-</i>
<i>County General G3 Best Price</i>	<i>Govt - G3 Inv</i>	<i>1-1-22 / 6-30-22</i>	<i>-</i>

Bidders will submit any applicable price lists with bid.

Prices on additional items will be based on successful bidder's firm percent discount from manufacturer's current published price list. Successful bidder will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Your Purchase Order mailing address:

2544 S. Cherry Ave  
Fresno CA 93706  
Fax orders to: 559-485-7848  
Phone orders to: 559-351-7013  
Email orders to: Dave@delraytire.com

**MINIMUM ORDER:** Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

None

**SUBCONTRACTORS:**

List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

None

**Requested Services**

Provide an itemized sample invoice for charges related to the requested services.  
Provide attachments if necessary.

A John Deere 544G is located 30 miles away and needs one Bridgestone VSW DG2 175R25 tire (part number 420387) replaced.

	Cost
17.5 R25 BST VSW DG2 #420387	\$ 1834.98
Disall - CA State tire Fee	\$ 1.75
SOTRI - Small OTR Service 1.5 hrs @ \$150/hr	\$ 225-
Fuel Surcharge	\$ 12.99
Svc mile 30 miles - first 20 = N/c = 10 miles @ \$1.40/ml	\$ 14-
TRU18A Valve Stem	\$ 12.95
OR25 O ring	\$ 14.95
Dis OTR Disposal fee 17.5R25	\$ 60-
Sales Tax	\$ 148.72
	\$
Total	\$ 2319.34



Quotation No. 22-049

A John Deere 7700 tractor is 30 miles away and needs a 7.00/7.50R15 tube only replaced.

		Cost
TERS	Service Call Reg hrs \$129/hr 1 1/2 hrs	\$ 193.50
KR15	Tube	\$ 12.88
Fuel	Surcharge	\$ 12.95
Svc mile	portal to portal 30 mile - first 20 N/C=10	\$ 16-
TPK2	Repair Kit	\$ 13.95
		\$
	Sales Tax	\$ 2.14
		\$
		\$
		\$
		\$
	Total	\$ 251.42

A Freightliner truck is located 30 miles away and needs one Bridgestone R280 11R22.5 front tire (part number 183819) replaced.

2283A

		Cost
TERS	Service Call Reg hrs \$129/hr x 1.5 hrs	\$ 193.50
11R225	Bst 283A 14 ply 004104	\$ 570-
Disall	- CA Tire Fee	\$ 1.75
Fuel	Surcharge	\$ 12.95
Svc mile	first 20 N/C = 10 miles @ \$1.60	\$ 16-
TR571	Truck Valve Stem Steel	\$ 6.95
AICAP	Flo-thru Al Cap	\$ 1.30
Dismed		\$ 12.50
		\$
	Sales Tax	\$ 46.11
		\$
	Total	\$ 861.06

A PB Loader is located 30 miles away and needs a flat repair on one 11R22.5 rear inside tire. The cause is a puncture on the tread area.

Cost

TERS	Service Call Reg hrs	\$ 193.50
Fuel	Surcharge	\$ 12.95
Svc mile	30 miles (first 20 N/C) = 10 @ \$1.60	\$ 16.00
TPPX2	Repair Kit	\$ 13.95
		\$
Sales Tax		\$ 1.11
		\$
		\$
		\$
		\$
		\$
		\$
	Total	\$ 237.51

## INSURANCE REQUIREMENTS

**INSURANCE:** Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Fleet Services, Attn: Ken Christiansen, 4551 E. Hamilton Ave., Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County. **Certificates of insurance are to include the contract number at the top of the first page.**

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**BIDDER TO COMPLETE THE FOLLOWING:**

**PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.



(Authorized Signature)

VP Sales / Marketing

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: Delray Tire

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: County of Fresno Contact: Mark Jones  
 Address: 18950 W. American Ave  
 City: Kerman State: CA Zip: 93630  
 Phone No.: (559) 385-4880 Date: 2014 - Current  
 Service Provided: OTR Tires and Service  
Med Truck tires and Service

Reference Name: City of Fresno Contact: Miguel Sanchez  
 Address: 2101 G St. Building F  
 City: Fresno State: CA Zip: 93706  
 Phone No.: (559) 421-1133 Date: 2010 - Present  
 Service Provided: Passenger, Light Truck, med. Truck Tires  
& service Retread Tires

Reference Name: City of Visalia Contact: Mike Morgantini  
 Address: 336 N Ben Maddox Way  
 City: Visalia State: CA Zip: 93292  
 Phone No.: (559) 730-7664 Date: 2015 - Present  
 Service Provided: Tires and Tire Service

Reference Name: City of Hanford Contact: Tommy Bettencourt  
 Address: 900 S. 10th Ave  
 City: Hanford State: CA Zip: 93230  
 Phone No.: (559) 585-2515 Date: Current  
 Service Provided: Tires, Service & Retreading inc

Reference Name: City of Clovis Contact: Austin Eberly  
 Address: 1033 5th Ave  
 City: Clovis State: CA Zip: 93612  
 Phone No.: (559) 324-2679 Date: Current  
 Service Provided: Tires and Service

**Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.**

## CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1.  The Request for Quotation (RFQ) has been signed and completed.
2.  Addenda, if any, have been signed and included in the bid package.
3.  The completed *Reference List* as provided with this RFQ.
4.  The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5.  Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6.  The *Participation* page as provided within this RFQ has been signed and included
7.  *Bidder to Complete* page as provided with this RFQ.
8.  Return checklist with RFQ response.
9.  **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: ONE (1)**  
**RFQ NUMBER: 22-049**  
**TIRE SUPPLY AND SERVICES**

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Issue Date: April 7, 2022

**CLOSING DATE: APRIL 18, 2022 AT 2:00 PM**

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact **Crystal Nino** at (559) 600-7110.

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**NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 22-049 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.**

- Please note the Close Date has been extended to April 18, 2022 at 2:00 PM.
- Please see the attached Revised Quotation Schedule.

**ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 22-049**

COMPANY NAME:

Delray Tire and Retreading inc  
(PRINT)

SIGNATURE:



NAME & TITLE:

Matt Mastriano VP Sales/Marketing  
(PRINT)

Purchasing Use: CN:st

ORG/Requisition: 8910; 31113229; 9026 / 8912200544; 3111223039; 926220079

Quotation No. Error! Reference source not found.

## REVISED QUOTATION SCHEDULE

County will award to up to three (3) vendors with the lowest annual total.

Brand	Description	Size	Part #	Annual Qty	List Price (each)	Discount	Unit Cost (List Price Less Discount)	Extended Cost (Unit Cost x annual quantity)
American Farmer	Industrial Rib F-3 TL	14.5/75-16	FA46W	5	\$	%	\$333.71	\$1,668.55
Bridgestone	Duravis R500	245/75R16	191-860	15	\$	%	\$217.80	\$3,267.00
Bridgestone	Ecopia EP422 Plus	215/70R15	006-053	30	\$	%	\$146.29	\$4,388.70
Bridgestone	M729F	225/70R19.5	227-023	30	\$	%	\$297.92	\$8,937.60
Bridgestone	M760	11R22.5	247-933	25	\$	%	\$587.72	\$14,693.00
Bridgestone	R238	225/70R19.5	009-121	35	\$	%	\$275.03	\$9,626.05
Bridgestone	R268 Ecopia	11R22.5	248-817	10	\$	%	\$352.00	\$3,520.00
Bridgestone	R268 Ecopia	12R22.5	278	15	\$	%	\$362.00	\$5,430.00
Bridgestone	V-Steel Snow Wedge	17.5R25	420-387	10	\$	%	\$1,834.98	\$18,349.80
Bridgestone	VSWAS Radial Grader Tire	17.5R25	004682	5	\$	%	\$1,834.98	\$9,174.90
Carlisle	CSL24 R1 Bias TT	14.9R28	6A06192	5	\$	%	\$314.33	\$1,571.65
Carlisle	CSL24 R1 Bias TT	18.4R38	6A06362	5	\$	%	\$805.00	\$4,025.00
Carlisle	FSTR Radial R1-W TL	420/85R34	6A07202	5	\$	%	\$661.31	\$3,306.55
Carlisle	Trac Chief I3	12.5/80-18	570121	5	\$	%	\$281.78	\$1,408.90
Continental	HSR+	225/70R19.5	5125520000	10	\$	%	\$360.77	\$3,607.70
Continental	HTL2	215/75R17.5	05310170000	15	\$	%	\$309.74	\$4,646.10
Continental	Pro Contact	215/55R16	15508160000	35	\$	%	\$115.77	\$4,051.95
Cooper	Discoverer AT3	225/75R16	90000046771	40	\$	%	\$126.83	\$5,073.20
Firestone	All Traction Utility	21L24	321370	5	\$	%	\$793.24	\$3,966.20
Firestone	Destination A/T2	235/70R17	014366	25	\$	%	\$237.47	\$5,936.75
Firestone	Destination A/T2	235/75R17	014315	205	\$	%	\$117.66	\$24,120.30
Firestone	FD663	11R22.5	281042	10	\$	%	\$345.60	\$3,456.00
Firestone	<del>FD691</del> <b>FD692</b>	<b>11R22.5</b>	<b>241558 3155</b>	10	\$	%	\$624.49	\$6,244.90
Firestone	Transforce HT2	245/75R17	002777	55	\$	%	\$142.47	\$7,835.85
General	D460	11R22.5	05211360000	70	\$	%	\$375.42	\$26,279.40
General	<b>D460 #5211330000</b>	11R24.5	<b>05681100000</b>	15	\$	%	\$376.45	\$5,646.75



Quotation No. Error! Reference source not found.

Brand	Description	Size	Part #	Annual Qty	List Price (each)	Discount	Unit Cost (List Price Less Discount)	Extended Cost (Unit Cost x annual quantity)
General	S360	11R24.5	05123240000	20 \$		%	\$385.30	\$7,706.00
Goodyear	Assurance All-Season	195/65R15	407-477-374	50 \$		%	\$66.92	\$3,346.00
Goodyear	Assurance All-Season	215/60R16	407-562-374	50 \$		%	\$75.93	\$3,796.50
Goodyear	Assurance All-Season	215/65R16	407-016-374	45 \$		%	\$85.31	\$3,838.95
Goodyear	Assurance All-Season	225/60R16	407-715-374	85 \$		%	\$79.57	\$6,763.45
Goodyear	Assurance ComfortDrive	215/55R16	413-507-582	15 \$		%	\$100.38	\$1,505.70
Goodyear	Assurance FuelMax-Max-life	195/65R15	<del>738-274-574</del> 110489545	75 \$		%	\$86.41	\$6,480.75
Goodyear	Assurance FuelMax-A/S	215/60R16	<del>738-704-574</del> 407562374	70 \$		%	\$75.93	\$5,315.10
Goodyear	Assurance Fuel Max	225/65R17	755-667-383	85 \$		%	\$134.94	\$11,469.90
Goodyear-TITAN	Dura Torque-R-1 HI-TRAC R-1	18.4R34	<del>47Q854-48E154</del>	5 \$		%	\$920.84	\$4,604.20
Goodyear	Eagle LS2	235/45R18	706-038-163	10 \$		%	\$107.17	\$1,071.70
Goodyear	Eagle RS-A	225/60R18	732-312-500	160 \$		%	\$123.00	\$19,680.00
Goodyear	Eagle RS-A	235/55R17	732-002-500	25 \$		%	\$116.00	\$2,900.00
Goodyear	Eagle RS-A	245/55R18	732-026-500	655 \$		%	\$135.00	\$88,425.00
Goodyear	Fortera HL	245/70R17	151-056-203	35 \$		%	\$126.14	\$4,414.90
Goodyear-KELLY	Integrity-EDGE A/S	215/70R15	<del>402-282-047-356</del> 166026	30 \$		%	\$83.00	\$2,490.00
Goodyear	Wrangler Fortitude	265/70R16	157-045-622	40 \$		%	\$129.77	\$5,190.80
Goodyear	Wrangler Fortitude HT	235/65R16	179-195-622	15 \$		%	\$159.20	\$2,388.00
Goodyear	Wrangler MT/R with Kevlar	265/70R17	750-152-326	30 \$		%	\$206.22	\$6,186.60
Goodyear	Wrangler SR-A-FORTITUDE HT	245/75R16	<del>179-747-217-179747622</del>	25 \$		%	\$164.75	\$4,118.75
Goodyear	Wrangler SR-A	265/70R17	183-106-418	125 \$		%	\$149.82	\$18,727.50
Hankook-HERCULES	TH22-HRA	215/75R17.5	<del>TH22-95321</del>	15 \$		%	\$159.37	\$2,390.55
Hercules	Power ST2	205/75R15	94753	30 \$		%	\$67.75	\$2,032.50
Horsehoe-HERCULE	Rear BaaKhee-T168- R-4	19.5Lx24	<del>195L2414HSR4TL-94707</del>	5 \$		%	\$508.37	\$2,541.85
Michelin	Agribib Radial Tractor Tire	13.6R24	97644	5 \$		%	\$645.00	\$3,225.00
Michelin	Latitude Tour HP	245/60R18	43880	25 \$		%	\$197.64	\$4,941.00

Quotation No. Error! Reference source not found.

Brand	Description	Size	Part #	Annual Qty	List Price (each)	Discount	Unit Cost (List Price Less Discount)	Extended Cost (Unit Cost x annual quantity)
Michelin	BRIDGESTONE	XHA2 VJT D2L3 Radial	65791-431198	5	\$	%	\$2,959.56	\$14,797.80
Michelin	FIRESTONE	XFLA VERSABILT AT G2L2	09122-5508	5	\$	%	\$1,425.75	\$7,128.75
Uniroyal		Tiger Paw AWP II	10183	10	\$	%	\$91.67	\$916.70
Yokohama		BluEarth 109L	120-110-904	40	\$	%	\$410.46	\$16,418.40
		Recap – Aggressive		2	\$	%	\$167.39	\$334.78
		Recap – Aggressive		2	\$	%	\$169.79	\$339.58
		Recap – Aggressive		2	\$	%	\$189.79	\$379.58
		Recap – Highway		2	\$	%	\$117.36	\$234.72
					Subtotal (without tire fees)			\$454,522.41
					Tire Fees			\$4,362.75
					Disposal Fees			\$19,650.00
					Taxable Amount			\$454,522.41
					Tax			\$36,248.16
					<b>ANNUAL TOTAL</b>			<b>\$514,783.32</b>

\* Highlighted tires are either discontinued or unavailable and have

Been replaced with like product. In most cases we tried to use the direct replacement

**Quotation No. Error! Reference source not found.**

**Services for Autos and Light Duty Trucks**

Tire Change:	(per wheel)	<u>\$ 12.00</u>
Flat Repair:	(indicate if per wheel / unit / other)	<u>\$ 21.00</u>
Wheel balance:	Computer spin balance (per wheel)	<u>\$ 15.00</u>
Alignment:	Computer alignment (indicate if per axle / hour / ot)	<u>\$ 100.00</u>

**Services for Heavy Duty Trucks**

Tire Change:	(per wheel)	<u>\$40.00</u>
Flat Repair:	(indicate if per wheel / unit / other)	<u>\$ 45.00</u>
Wheel balance:	Computer spin balance (per wheel)	<u>\$ 40.00</u>
Alignment:	Computer alignment (indicate if per axle / hour / ot Front end-- 3 axle--	<u>\$ 115.00</u> <u>\$ 190.00</u>

**Services for Tractors/Construction Equipment**

Tire Change:	(per wheel)	<u>\$ 40.00</u>
Flat Repair:	(indicate if per wheel / unit / other)	<u>\$ 45.00</u>
Wheel balance:	Computer spin balance (per wheel)	<u>\$ N/A</u>

**Emergency Road Service**

Regular Hours – Monday – Friday 7:00 AM – 4:30 PM (excluding County Holidays):	<u>\$ 129.00</u>	<u>/hour</u>
After Hours – Any time not included above:	<u>\$ 190.00</u>	<u>/hour</u>
Mileage Charge (for each mile in excess of the first 15 20 miles):	<u>\$ 1.60</u>	<u>/mile</u> <u>/svc</u>
Fuel Charge (for each mile in excess of the first 15 miles): flat fee per call	<u>\$ 12.95</u>	<u>call</u>

**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: TWO (2)**  
**RFQ NUMBER: 22-049**  
**TIRE SUPPLY AND SERVICES**

Issue Date: April 11, 2022

**CLOSING DATE: APRIL 18, 2022 AT 2:00 PM**

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact **Crystal Nino** at (559) 600-7110.

**NOTE THE FOLLOWING ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 22-049 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.**

**Please note, no further questions will be answered.**

**Q1. The first item on the BID, that tire size is not correct. Can you correct it?**

*A1. 14.5/75-16.1*

**Q2. On page 3, Part number 47Q854, the size shows a 18.4R34, however, that product code is for a bias tire.**

*A2. Replace with Bridgestone Radial 23 Tire 18.4R34 #354740*

**Q3. On the quotation, all the tires listed tires are brand and part number specific. This will lead to an unfair bid due certain vendors not having access to a large amount of the product. Is it ok to quote comparable products?**

*A3. As stated on page 5 of the RFQ, brand names are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding. After review of these materials, the County will determine if these alternates are accepted.*

**Q4. Is the bid awarded on price per item (extended unit cost) or overall Annual total? What other factors have weight towards your decision.**

*A4. As stated on pages 5 and 18 of the RFQ, County will award to up to three (3) vendors with the lowest annual total offering the services, products, prices, delivery, equipment, and system deemed to be to the best advantage of the County. County will not award to vendors only providing service or only providing products. Past performance and references may factor into awarding of a contract.*

**ACKNOWLEDGMENT OF ADDENDUM NUMBER TWO (2) TO RFQ 22-049**

COMPANY NAME:

*Delray Tire and Retreading inc.*  
(PRINT)

SIGNATURE:

*[Handwritten Signature]*

NAME & TITLE:

*Matt Mastriano VP Sales/Marketing*  
(PRINT)

Purchasing Use: CN:st

ORG/Requisition: 8910; 31113229; 9026 / 8912200544; 3111223039; 9262200079

**EXHIBIT C**

**City's Insurance and Indemnity**

## Exhibit C

### Insurance and Indemnity

#### INDEMNIFICATION

To the furthest extent allowed by law, VENDOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, VENDOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. VENDOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If VENDOR should subcontract all or any portion of the work to be performed under this Contract, VENDOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

#### INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, VENDOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an

insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

1. PRODUCTS LIABILITY INSURANCE: VENDOR shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 by providing a certificate of insurance on said Bid Item(s) equipment. Certificates shall be issued by an insurance company meeting the requirements to conduct business in the state of California. City of Fresno is required to be an additional insured with primary and non-contributory coverage in favor of the City on this General Liability Policy.

**If the scope of work includes delivery and/or installation, the requirements below apply in addition to the above requirements.**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

#### **MINIMUM LIMITS OF INSURANCE**

VENDOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and

volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event VENDOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

VENDOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and VENDOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. VENDOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, VENDOR shall provide a new certificate, and applicable



endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured all ongoing and completed operations. Additional Insured endorsements under the General Liability policy must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that VENDOR'S insurance shall be primary to and require no contribution from the City. Primary and Non Contributory language under the General Liability policy must be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

(vi) All insurance policies required herein shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

## PROVIDING OF DOCUMENTS

VENDOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of VENDOR shall also be required to provide all documents noted herein.

## SUBCONTRACTORS

If VENDOR subcontracts any or all of the services to be performed under this Agreement, VENDOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, VENDOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.