



**COUNTY OF EL DORADO  
Procurement & Contracts**

ATTN: Purchasing Agent  
330 Fair Lane  
Placerville, CA 95667

INVITATION TO BID #22-288-011

DUE: 3:00 PM – October 6, 2021

Sealed Bids must be clearly marked on the outside of the package with:

**"BID #21-288-011 – DO NOT OPEN"**

A

ALL BIDS SUBJECT TO GENERAL TERMS AND CONDITIONS

**HIGH PERFORMANCE – COLD PATCH MIX – WEST SLOPE**

**General:** The El Dorado County Procurement & Contracts Division is requesting bids for the purchase of high performance cold patch mix to be purchased on an "as requested" basis for thirty-six months (36-months) following the bid award. Prices shall remain firm for the awarded period unless all conditions of the escalation clause have been met, see page six (6). The quantity indicated on Quotation Schedule is an estimated annual usage; the County makes no guarantee as to the total amount to be purchased during the awarded period. Contract period to begin approximately December 1, 2021.

**Specifications:** The Director of Transportation, or authorized personnel, may reject furnished material not meeting specifications contained in this Invitation to Bid.

This material shall be composed of a modified bituminous liquid blend and suitable laboratory approved crushed aggregates. It shall be plant or pugmill mixed, available in bulk or bags and capable of storage in an uncovered outdoor stockpile for a minimum of six (6) months. The material shall be capable of repairing asphalt and concrete pavements in all-weather applications. The mixture will be firm and workable in a temperature range between 0 degrees F and 100 degrees F. Product samples may be requested during the evaluation process.

**Requirement:** Material must be available for purchase during all twelve months of the year.

ALL BIDS SHALL BE QUOTED FREIGHT PREPAID FOB DESTINATION

Prior to preparing your bid submittal, please note the General Terms and Conditions, Instructions to Bidders, Item #3 which states: Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.

Syar Industries

Firm Name

2301 Napa-Vallejo Hwy, P.O. Box 2540

Mailing Address

Napa

City

CA

State

94558

Zip

707-312-4357

Phone

Signature of Authorized Agent

Nathan Mayo / EZ Street Sales Rep.

Print Name & Title of Authorized Agent

9/27/21

Date

707-224-5932

Fax

nmayo@syar.com

E-Mail Address

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## **General Terms and Conditions**

### *Instructions to Bidders:*

- (1) Bidders are responsible to see that the bid is received by the Procurement & Contracts Division through upload to PlanetBids or in hard copy prior to the bid opening deadline. Late bids will not be accepted.
- (2) All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the bid form as indicated.
- (3) Erasures, overwrites and use of correction fluid or tape are NOT acceptable. All changes (price, model numbers, part numbers, etc.) must be lined out and corrections inserted adjacent to and initialed by the bidder's authorized representative.
- (4) Vendor is required to quote "NEW" equipment, material or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated in the Invitation to Bid.
- (5) All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the County Bid Form.
- (6) Alternate or incomplete bids will NOT be accepted.
- (7) The County, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.
- (8) If no terms discount is to be offered, the terms portion of the bid form shall state "NET".
- (9) If delivery specified is impossible, bidder must state best delivery available on the bid form. Number of days shall mean calendar days After Receipt of Order (ARO). Bids quoting delivery beyond the requirement may be rejected.
- (10) Bid modifications, corrections, or additions received beyond the bid deadline will NOT be considered.
- (11) Telephone, facsimile, or emailed bids will NOT be accepted.
- (12) Bid prices shall be firm for a minimum of sixty (60) calendar days from the bid opening unless otherwise indicated on the bid form.
- (13) By submitting a response to this Invitation to Bid, Bidder acknowledges and accepts the County's standard terms and conditions incorporated as Exhibit "A".
- (14) Any alteration to the Invitation to Bid must be added in addenda form, and must be issued by the County Purchasing Agent.

- (15) Protest Procedure: Award of bid will be published on the County's website:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

Bidders have ten (10) business days from the date of the posting to submit a letter of protest to the Purchasing Agent. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, criteria).

*Brands:*

- (1) The use of brand and/or manufacturer names in the bid specification is for descriptive purposes only. Unless otherwise specified, products of comparable quality and performance will be considered.
- (2) Bidders offering other than the referenced brands are to note their brand name and catalog model number on the bid form.

*Guarantees:*

- (1) All items purchased shall be guaranteed against defects when used for the purposes for which they were designed for.

*Taxes:*

- (1) Bidders shall NOT include Federal Excise Taxes.
- (2) Applicable taxes and fees will be added when the purchase order is issued.

*Samples:*

- (1) Samples of items, when required, must be furnished to the County at the bidder's expense. If possible, samples will be returned upon request and at the bidder's expense. Samples of selected items may be retained for comparison.

*Bonds:*

- (1) The County reserves the right to require the successful bidder to provide a performance bond in an amount determined by the County. Unless specifically required on the bid form, a performance bond will NOT be required.
- (2) Certification of the performance bond shall be required following bid award and prior to the release of a purchase order.
- (3) Unless specifically required on the form, bidder's bonds will NOT be required.

*Award:*

- (1) Regardless of amount, unless specifically approved by the County Board of Supervisors, award shall be made to the lowest responsive, responsible qualified bidder.
- (2) In determining the successful bidder, consideration will be given to quality, delivery, warranty, compatibility with existing equipment, and any other information considered to be in the best interests of the County.
- (3) It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of EL Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.
- (4) In accordance with Board Policy C-17, 5.7.1, effective October 11, 2006, the local vendor preference is 5%. Vendor shall have established a place of business within El Dorado County prior to publication of the call for bids.
- (5) The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.
- (6) If the bid is on an "All or Nothing" basis, bidder shall so state. The County reserves the right to make awards on individual items of a multiple item bid if deemed to be in the best interest of the County.
- (7) The County reserves the right to reject any and all bids, or to waive any informality or nonsubstantial irregularity in any bid.
- (8) The County reserves the right to purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. Bidder shall also have the right to refuse sale in reduced quantities; in such instances, the award shall go to the next lowest qualified bidder.
- (9) In case of default by vendor, the County may procure the articles or service from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.

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**Information:** For additional information, contact Rick Blake, Sr. Buyer, at (530) 621-5873 (*email rick.blake@edcgov.us*). Bidders shall direct all inquiries to the County Procurement and Contracts Division Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Invitation to Bid.

**Delivery:** The Department of Transportation County vehicles will pick-up the bulk material from the vendor's plant location. Bagged material will be picked up or delivered to 2441 Headington Road, Placerville, CA 95667.

**California Sales & Use Tax Requirement:** Any bidders located outside of the State of California selling goods to the County must possess a valid and current California Seller's Permit at the time of bidding and maintain such permit in good standing throughout the awarded period. In order to proceed without a California Seller's Permit, such bidder must establish that the bidder falls under an exception to the seller permit requirements of the California Department of Tax and Fee Administration (CDTFA). Those requirements can be found at [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov).

Provide California Seller's Permit Number: 98-046336

Basis of exception to the CDTFA's seller's permit requirements: N/A

**Incomplete and Altered Bids:** Incomplete or altered bids, and bids containing items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the County will not be considered.

**Terms and Conditions:** The County will not consider any terms and conditions other than the terms and conditions contained in the subject bid. Bidders submitting their own terms and conditions will not be considered and will be rejected. Any bid response containing alterations to the General Terms and Conditions or terms and conditions contained in the subject bid, will not be considered and will be rejected.

**Merchantability:** There shall be an implied warranty of merchantability and fitness of an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

**County's Rights:** The Purchasing Agent reserves the right to not enter into any agreement, cancel this process at any time, amend this process at any time, or to award more than one contract to the lowest, responsive, responsible bidders if it is in the best interest of the County

**Escalation Clause:** Price increases from the manufacturer to the successful vendor may be passed on during the life of this bid only when the following conditions are met: (1) Vendor must submit notification to the Procurement & Contracts Division of the price increase along with a new updated vendor's price list; (2) Proof of the price increase from the manufacturer shall be provided to the Procurement & Contracts Division prior to any increase being approved; and (3) Price increase(s) shall commence seven (7) days after the approval and acceptance from the Purchasing Agent. Acceptance of the price increase(s) shall be in writing signed by the Purchasing Agent.

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Failure to comply with the above requirements shall deem the bid prices to be in effect for the entire awarded period.

**Returns:** The County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee. Product returned shall be in good condition and in the original package (if applicable). Defective product or product under warranty may not always be returned in the original package.

**Federal, State, and Local Laws:** The successful bidder must operate in conformity with all applicable, federal, state, and local laws. It is the responsibility of the awarded bidder to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible bidder.

**Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of bid submittal. Successful bidders may be required to possess a County business license to award bid.

**Local Vendor Preference:** In accordance with Board of Supervisor's Policy C-17, Section 5.7.1, a local preference credit of 5% for El Dorado County businesses will be permitted when evaluating bids for supplies and equipment that are not part of a public project.

In order to qualify for the local preference authorized by this section, the vendor seeking such preference shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this section. The statement shall be on a form provided by the Purchasing Agent and shall be signed under penalty of perjury. Any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference may be prohibited from bidding on El Dorado County products and services for a period of one (1) year from the date of the false submittal. Bidders claiming local vendor preference must submit the Affidavit of Eligibility with their bid response. The Affidavit may be downloaded by clicking on the following link:

<https://www.edcgov.us/Government/Contracts/Documents/LocalVendorPreferenceForm.pdf>

Where state sales tax will be paid for the purchase, the local business must possess a valid resale license from the California Department of Tax and Fee Administration showing evidence of a local business address within El Dorado County. If the local business has more than one office in the State of California, the office located in El Dorado County shall be the point of sale credit for the purpose of sales tax calculation.

**Compliance:** Late, incomplete, incorrect deliveries, or excessive back orders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery time frames, or

inaccurate or erroneous invoices (as determined by the Purchasing Agent) may be cause for the County to cancel the balance of the awarded purchase order contract and award will be made to the next lowest bidder. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

**Invoices and Payment Terms:** Invoices are to be mailed to the County department(s) specified on the resulting purchase order or contract. All invoices must include the purchase order number or contract number; County stock numbers when applicable; product description; and reference to back ordered items. Invoices must be exclusive of product other than bid items. Failure to comply may result in delayed payments.

The County will make payment on a Net forty-five day (45-day) basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

**El Dorado County Website Requirements:** It is the bidder's responsibility to monitor the PlanetBids website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<https://obsystem.planetbids.com/portal/48157/portal-home>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning addenda as required will not be considered and will be rejected as "non-responsive."

**Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor. The County will not be a party to contracts with other public agencies.

**Addenda:** Addenda to this bid are valid only if in writing and issued by the Procurement & Contracts Division and are required to be acknowledged and returned by participating bidders in order for the bidder to be considered further in the evaluation process. Unless otherwise indicated, those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

**Non-Collusion:** The bidder certifies that this bid response is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

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**Conflict of Interest:** Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid award been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.

**Evaluation:** Bids will be evaluated based on meeting or exceeding minimum specifications. Bids submitted on the basis of "All or Nothing" may be rejected. Bid evaluation shall include applicable prompt payment terms discount. If payment cannot be made within the discount period, payment terms shall revert to Net forty-five (45) days.

**Award:** The bid may be awarded by category to the lowest responsible and responsive bidder complying with the provisions of the Invitation to Bid. In determining whether a bid is lowest and responsive, and the bidder is responsible, the following may be considered by the County: (a) Ability to perform the service required within the specified time; (b) Reputation, judgment and experience; (c) The quality of performance in previous contracts; (d) Previous compliance with laws as well as employment practices; (e) Financial ability to perform the contract; (f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; (g) Ability to provide maintenance and service; (h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; (i) The resale value and life cycle costs of the items; and (j) Such other information as identified in the Purchasing Ordinance having bearing on the decision to make the award. The decision of the County Board of Supervisors shall be final in determining the successful bidder.

**Bid Results:** The Procurement & Contracts Division does not mail out hard copy letters advising participating bidders of the bid results. For bid results, please visit our website at:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

Bid results will be posted approximately ten (10) to fourteen (14) business days after the bid opening deadline date or when the evaluation is complete.

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**Bid Submittal:** *All bidders are advised to read the General Terms and Conditions starting on Page three (3) through five (5) of this Invitation to Bid prior to submitting a bid.*

Bidders are strongly encouraged to submit their responses online to assure a complete and timely response. To respond, online bidders must register with the County's online bidding system, PlanetBids, at <https://pbsystem.planetbids.com/portal/48157/portal-home>. Bidders are cautioned that the timing of their online submission is based on when the submittal is RECEIVED by PlanetBids, not when a submittal is initiated by a bidder. Online submittal transmissions can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc. For these reasons, the County recommends that bidders allow sufficient time to upload their response and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be governed by the PlanetBids web clock, which does not allow submittals after the closing date and time. PlanetBids will send a confirmation email to the bidder advising that their online submission (eBid) was submitted. If you do not receive a confirmation email you are advised to contact the PlanetBids Support team by phone (818-992-1771 Monday through Friday between 7am and 5pm Pacific, excluding statutory U.S. holidays) or by submitting a Support Ticket (visit <https://solutions.planetbids.com/support/> to complete and submit the ticket form).

Hard copy bids must be submitted in a sealed container or envelope clearly marked on the outside:

**"BID # 22-288-011 – DO NOT OPEN"**

Bids will be accepted Monday through Friday from 8:00 a.m. to 5:00 p.m. Bids must be received in the Procurement & Contracts Division by **3:00 p.m., October 6, 2021:**

**Mailing/Physical (Fed Ex, UPS etc)  
EL DORADO COUNTY  
PROCUREMENT & CONTRACTS (PURCHASING)  
330 FAIR LANE  
PLACERVILLE, CA 95667**

It is the responsibility of the bidder to ensure that the bid is received by the Procurement & Contracts Division prior to the bid opening deadline date and time. The closing date and time shall be governed by the PlanetBids web clock. Bids received beyond the bid opening deadline will not be accepted and will be returned unopened.

Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Terms and Conditions of this Invitation to Bid will be rejected.

By submitting a response, bidder acknowledges and accepts the General Terms and Conditions and all terms and conditions contained in this Invitation to Bid.

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**QUOTATION SCHEDULE**

**HIGH PERFORMANCE – COLD PATCH MIX – WEST SLOPE**

**Category “A”: Bulk County Pick-Up of High Performance Cold Patch Mix at Vendors Location.**

Bids shall be evaluated by determining low material cost, plus total costs to County for hauling. Hauling costs will be determined using the round trip hauling rate of \$1.67 per mile and assuming an average load size of ten (10) tons.

**Example:** 50-mile round trip with an average load size of 12 tons per load.

50 miles x 1.67 per mile = \$83.50 per round trip/load  
204 tons (est. annual usage) / 12 ton per load = 17 loads  
Hauling costs: \$83.50 per trip/load x 17 loads = \$1,419.50

The example above is for illustrative purposes only.

Estimated Annual Usage	Description	Price Per Ton
204 tons	High Performance – Cold Patch Mix or Equivalent	\$ <u>155<sup>00</sup></u> / Ton

Vendor’s Plant Address: 885 Lake Herman Blvd.  
Vallejo, CA 94591

One-Way mileage from vendor’s plant to Placerville  
2441 Headington Road  
Placerville, CA 95667

Miles: 95

**Erasures, overwrites and use of correction fluid or tape are NOT acceptable.  
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

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**Category "B": Bag Delivery of High Performance Cold Patch Mix to:  
2441 Headington Road, Placerville, CA 95667.**

Estimated Annual Usage	Description	Price Per Bag
400 bags	High Performance – Cold Patch Mix (60 lb. Bag) or Equivalent	\$ <u>22.50</u> / Bag

**Erasures, overwrites and use of correction fluid or tape are NOT acceptable.  
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

**Category "B-1": Bag County Pick-Up of High Performance Cold Patch Mix at Vendors Location.**

Estimated Annual Usage	Description	Price Per Bag
"As Needed"	High Performance – Cold Patch Mix (60 lb. Bag) or Equivalent	\$ <u>16.50</u> / Bag

Vendor's Plant Address: 885 Lake Herman Blvd.  
Vallejo, CA 94591

One-Way mileage from vendor's plant to Placerville      Miles: 95  
2441 Headington Road  
Placerville, CA 95667

**Erasures, overwrites and use of correction fluid or tape are NOT acceptable.  
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

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**Additional Purchases**

**ADDITIONAL PURCHASES – WRITTEN QUOTE REQUIRED**

Upon request, bidders must provide a written quote for ITEMS not listed in the Quotation Schedule above.

Written quotes must include the date of request, a quote reference number, and documentation of the retail cost less any offered discounts, and be valid for a minimum of thirty (30) days.

Invoices that include items not on the Quotation Schedule must have a copy of the original quote attached. Payment of invoices which require, but do not include, such documentation will be delayed until receipt of the required document(s).

Erasures, overwrites and use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.

**Prompt Payment Discounts**

**PROMPT PAYMENT DISCOUNT TERMS**

Indicate percentage discount for prompt payment.

*(Note: Discount of less than 2% or with payment terms of less than twenty (20) days will not be accepted and will not be considered for evaluation purposes.)*

Net % Discount if paid within 30 days from date invoice is stamped dated in by Department.

**Indicate "Net" if no Prompt Payment Discount Terms are offered**

Erasures, overwrites and use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.

**Delivery**

**DELIVERY**

Indicate the number of days after receipt of order (ARO) for delivery: 3  
Refer to Page six (6), "Delivery," for specific delivery requirements.

Erasures, overwrites and use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.