



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

INVITATION TO BID 23-292-003

DUE: 3:00 PM – Sept 22, 2022

Bids may be submitted through PlanetBids or by hard copy in a sealed envelope:

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

"BID 23-292-003, DO NOT OPEN"

ALL BIDS SUBJECT TO GENERAL CONDITIONS

Washoe Sand

General: The El Dorado County Office of Procurement & Contracts is requesting bids for the purchase of Washoe Sand. Purchases will be made on an "as requested" basis during the awarded thirty-six month (36-month) period. Quantities indicated on the Quotation Schedule are an estimated annual usage; the County makes no guarantee as to the total amount to be purchased during the awarded period.

Specifications: Specifications are provided on the Quotation Schedule, Pages twelve (12) through fourteen (14). The Department of Transportation Director or authorized personnel may reject material not meeting specifications contained in this Invitation to Bid.

Information: For additional information, contact James Jakubowski, Buyer, at (530) 621-5834, email james.jakubowski@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.

Bid Preparation / Submittal Checklist

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/tape are NOT acceptable.

Cinderlite Trucking Corp.
Firm Name

1665 South Sutor Terrace
Mailing Address

Carson City NV 89706
City State Zip

775-882-4483
Phone

greg@cinderlite.com
E-Mail Address

[Signature]
Signature of Authorized Agent

Greg Lehman
Print Name & Title of Authorized Agent

9/16/2022
Date

775-882-1671
Fax

- All required Bidder information on Page one (1) of the Invitation to Bid is completed and has the original signature of an authorized agent.
- Note that erasures, overwrites and the use of correction tape or fluid are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.
- Any categories bid on the Quotation Schedule, Page twelve (12) through fourteen (14), are bid 100% complete.
- Note any prompt payment discounts available on Page fifteen (15).
- Indicate delivery lead times on Page fifteen (15).
- A valid California Seller's Permit number is entered on Page six (6).
- All requirements of Invitation to Bid have been met.
- Local Vendor Preference Affidavit of Eligibility if applicable. Link to form information available on Page eight (8).

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General Terms and Conditions

Instructions to Bidders:

- (1) Bidders are responsible to see that the bid is received through PlanetBids or in the Procurement & Contracts Division 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.

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

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

Bid results are also posted at:

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

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. An exemption certificate will be furnished to the successful bidder upon request.
- (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, 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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Requirements: Bidders failing to comply with any of the following requirements will not be considered for the evaluation and award process:

1. The Quotation Schedule on Pages twelve (12) through fourteen (14) consists of one (1) category. Bidders must bid 100% of the category to be considered for evaluation and award. Failure to respond to 100% of the Category will result in your bid being rejected as non-responsive.
2. Delivery must be made within forty-eight hours (48) hours of the call. Failure to deliver within 48 hours will result in documentation of compliance issues. (see Delivery section on page seven (7) and Compliance section on page eight (8) for details)

California Sales & Use Tax Requirement: A California Seller's Permit is required to conduct business in California. Bidders 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.

Select one of the options below and fill out the following:

This business and/or vendor possesses a valid California Seller's Permit. CA Seller's Permit Number: 28-812719

A California's Seller's permit is not required for this business and/or vendor under California Revenue and Tax Code Section 6066. Our business does not 1) maintain a California business location, 2) have a representative operating in California, 3) lease out personal property to third parties in California, 4) own real / personal property or lease real / personal property in California from a third party, AND 5) has not made sales of tangible personal property, for delivery in California, over \$500,000 during the preceding or current calendar year.

[Note: This business or vendor will still need a California Seller's permit if someone "related" to the business / vendor has made \$500,000 + sales under the conditions described above. See Internal Revenue Code Section 267(b) to determine if someone is "related" to the business / vendor. For additional information about all of the five requirements above, see the California Tax and Fee Administration's Publication 77, which can be found at the following link: <https://www.cdtfa.ca.gov/formspubs/pub77/#engaged>].

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Business/Vendor Signature

9/16/22
Date

Delivery: Product shall be delivered F.O.B. destination, freight prepaid, on ground or inside delivery to the following location:

El Dorado County
Community Development Agency
Transportation Division
1121 Shakori Drive
Meyers, CA 96150

Department staff will contact the awarded vendor on an "as needed" basis when Washoe Sand delivery is needed. Delivery must be made within forty-eight hours (48) hours of the call. Failure to deliver within 48 hours will result in documentation of compliance issues; see Compliance on page eight (8) for details

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.

Pricing: Bid prices shall remain firm for the awarded thirty-six-month (36-month) period. In case of default by the awarded vendor, the County may procure the product from another source and may recover the loss by legal process. Please refer to the "General Terms and Conditions," under "Award," Item #9.

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.

No price change related to cost other than raw material costs will be considered as a basis for price adjustment consideration.

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 blanket purchase order 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.

Public Records Act: Pursuant to the California Public Records Act, the County may be required to produce records of this transaction, upon third party request, subject to various statutory exemptions. Please indicate what exemptions may apply to the information you submit (such as a 'proprietary information' exemption). Please note that designating information as "proprietary" does not guarantee non-disclosure. In the event of a request for such information, the County will make best efforts to provide notice to bidder prior to such disclosure. If bidder contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in El Dorado County before the County's deadline for responding to the CPRA request. If bidder fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. The County shall not in any way be liable or responsible for the disclosure of any such records.

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 (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://pbsystem.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 conditions specified there in, including 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.

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.

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 grand total 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.

Additional Purchases: Following the bid award, the Purchasing Agent may dispense with separate bidding for additional purchases of the same item(s) from the successful bidder within a twelve (12) month period from the initial purchase date provided that the vendor agrees to provide the item(s) at the same price and under the same terms and conditions as the previous award.

Bid Results: The Procurement and Contracts Division does not mail out hard copy letters advising participating Bidders of Bid results. For Bid results, please visit the PlanetBids website at:

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

Bid results are also available at:

<https://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.

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).

Bidders that decide to submit a hard-copy response do so at their own risk. All hard-copy submittals must include all of the same information required for online submittals. Incomplete submittals will be rejected as non-responsive. It is Bidders' responsibility to check PlanetBids for any addenda prior to bid closing.

IMPORTANT: Bidders who submit hard-copy responses must submit their bid in a separate, sealed envelope clearly marked on the outside:

"BID 23-292-003, 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., September 22, 2022:**

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 in the Procurement & Contracts Division prior to the bid opening deadline date and time. 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.

QUOTATION SCHEDULE

Washoe Sand for Winter Traction

Quantity	Unit of Measure	Description	Price Per Ton
1,000	Tons	Sand - Washoe	\$ 62. ⁵⁵ / ₁₀₀ /Ton

SPECIFICATIONS

Material shall be clean aggregate, free from clay or organic material. Representative samples of the material shall be collected and tested by the supplier as it is produced at a frequency of one test for every 250 tons, or fraction thereof, of material produced. Laboratories performing quality control testing shall be certified in the State of California or completed by or under supervision of the County Of El Dorado.

All samples will be taken from delivered stockpiled material in accordance with California Test 125 or the El Dorado County protocol steps 1-2 below.

The aggregate must meet the following:

- a. Must meet the below grading and durability specifications.
- b. Total moisture content must be low enough so that the sand will not freeze in the truck or the sander.
- c. Must not contain frozen lumps larger than one (1) inch in size.
- d. Sand must be suitable for use as a traction abrasive on highways.
- e. Color: sand shall not be the color black or dark gray when material is wet or dry.
- f. Quality control test results shall be provided for every 250 tons of material produced

Aggregate gradation must be within the target value limits for the specified sieve size shown in the following table:

If material does not meet specification on first sample, then three samples will be analyzed and the average used for determination of compliance with specifications.

Delivered material will be tested for the following quality control requirements:

Aggregate Gradation (Percentage Passing)

Sieve Sizes	Target Value Limits ¹
¼"	97-100
No. 8	40-60
No. 16	10-30
No. 50	0-5
No. 200	0-1

Minimum Quality Control Requirements			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Values
Grading	California Test 202	250 tons, or any portion there of	Target Values
Moisture Content		250 tons, or any portion there of	5% maximum
Sand Equivalent	California Test 217	250 tons, or any portion there of	80 minimum
Durability fine	California Test 229	250 tons, or any portion there of	55 minimum
Turbidity	Hach 2100P, Hach 2100Q or EPA Method 180.1	250 tons, or any portion there of	150 ntu maximum

Pit or delivery samples will be taken by a County Representative to determine total moisture content and conformity to gradation specifications and turbidity. Materials not meeting these requirements could be rejected. Suppliers are responsible for removal of rejected material. Rejected material will be removed within 2 days of notification of rejection at no additional cost to the County. If taking samples independently, submit all quality control test results to the County within 2 days of taking samples.

Turbidity Specification

The material shall be tested for the turbidity levels produced when combined with water and report those respective results. The turbidity analyses shall be conducted by County staff or a state certified laboratory in accordance with the following procedures:

The turbidity specification for the County Of El Dorado is **150 ntu or less** when analyzed immediately following the procedure below.

Because fine sediment particles are related well to turbidity, the County has developed the following turbidity protocol in order to regulate fine particles associated with abrasive stockpiles and usage.

1. Obtain a representative sample of the material to be tested. Stockpile sampling of aggregates should be conducted according to the procedures in California Test 125 http://www.dot.ca.gov/hq/esc/ctms/pdf/CT_125Nov2010.pdf or following the County developed protocol (a-e) below.
 - a. Use a large zip lock or clean bucket to store the sample.
 - b. Take 3 samples from the stockpile; 1 sample from the top section, 1 sample from the middle section and 1 sample from the lower section. The lower section should be at a minimum 3 feet from the edge of the stockpile.
 - c. Use shovel and dig down approximately 1 foot in depth.
 - d. Take sample at approximately 1 foot depth.
 - e. Combine all samples into zip lock or bucket.

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2. Dump contents of bucket or zip lock onto a tarp, visqueen or similar.
 3. Take 3 teaspoons of aggregate from the pile. One at the center, middle and edge of the pile. Measure out 30 grams of aggregate.
 4. In a sample container, combine 30 grams aggregate into 1000 ml of water.
 5. Swirl the container gently for a few seconds and then soak for 2 minutes.
 6. After soaking, gently invert the container 10 times at a rate of approximately 1 inversion per second, to break up material and suspend fines. Do not agitate vigorously or entrain air bubbles in the solution.
 7. Allow sample to settle for 1 minute.
 8. Using a pipette, withdraw an adequate volume of solution for the turbidity measurement. Withdraw the sample from the center of the container approximately one-inch below the surface.
 9. Obtain the turbidity measurement using a Hach 2100Q or per EPA Method 180.1.
 10. If out of specification on first measurement, repeat steps 3 through 9 three times and report the average value from the three measurements.

(The remainder of this page intentionally left blank.)

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

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.)

 / % 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 the use of correction fluid/tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.

DELIVERY

Indicate the number of days after receipt of order (ARO) for delivery: 2
Refer to Page seven (7), "Delivery" for specific delivery requirements.

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

(The remainder of this page intentionally left blank.)

Exhibit "A"
STANDARD TERMS AND CONDITIONS

By shipping on an order, the Vendor warrants that they have read and are in compliance with these instructions.

1. **Taxes:** County is exempt from payment of Federal Excise Tax; Federal tax should not be included in any prices contained herein.
2. **Alterations:** No alteration in any of the terms, conditions, delivery, price, quantities, specifications or services of this contract will be effective without prior consent of the County.
3. **Failure to Deliver:** Time is of the essence and the contract is subject to cancellation for failure to deliver on time. If Vendor fails to deliver an article or service of the quality or quantity, in the manner or within the time called for by this contract: such article or service may be bought from any source by County. If a greater price than named in this contract is paid for such article or service, the excess cost will be charged to and collected from Vendor or sureties on its bond if bond had been required; or, the County may terminate the contract for default; or, the County may return deliveries already made and receive a refund. For any exception to the delivery date as specified on this contract, the Vendor shall give prior notification and obtain approval thereto from the County. Failure or refusal of Vendor to perform any work or service or do any act required under this contract shall constitute a default.
4. **Force Majeure:** Vendor shall not be liable for any delay or failure to deliver any or all the goods or services if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God. The County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for the County to receive the goods. When either Vendor or the County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.
5. **Proposal, Quotation and Attachments:** This contract incorporates by reference on the face of this form, the provisions of any related bid request issued by County, any bid submitted by Vendor, or both. This contract incorporates by reference on the face of this form, the provision of any attachments. Vendor agrees that in the event of conflicting language between this contract and Vendor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the Vendor's terms and conditions attempting to nullify County terms and conditions or to resolve language conflicts in favor of the Vendor's terms and conditions.
6. **Warranty:**
 - 6.1 **Warranty For Goods:** Vendor warrants that any and all goods covered by this contract will be (i) new and suitable for the use intended, unless otherwise specified; (ii) will conform to the drawings, specifications, samples, description and time provisions furnished by the County; (iii) of the grade and quality specified; (iv) free from defect in design, material and workmanship; and (v) in compliance with all applicable federal, state and local laws and regulations. At County's option, Vendor shall repair or replace the goods without charge within five (5) business days from being notified of the nonconformance with the foregoing warranties. If, after notice, the Vendor cannot promptly replace or repair the goods, Vendor shall refund the full purchase price paid by County for such goods. Defective goods rejected by the County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by the County for any reason, including, without limitation, the County's acceptance of the goods or the County's failure to notify Vendor thereof. Further, the failure of the County to reasonably specify any defects in rejected goods shall not prevent the County from relying on the defect to establish a breach, even though the Vendor could have cured the defect on proper notification.
 - 6.2 **Warranty for Services:** Vendor warrants to County that any and all materials and equipment incidental to services that are furnished under this contract will be new unless otherwise specified and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacement or repairs done by the Vendor. In the event the County elects to have said work performed by the Vendor, the Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County; however, in no event shall such period exceed fifteen (15) calendar days. If the Vendor shall fail or refuse to comply with its obligations under this section, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.
7. **Termination:** At any time and without cause, the County shall have the right, at its sole discretion, to terminate this contract by giving seven (7) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.
8. **Invoice:** Purchase Order number must appear on all invoices, packing lists, shipping notices, and any correspondence. Invoices must be fully itemized. A separate invoice shall be provided for each Purchase Order.
9. **Payment Terms & Cash Discounts:** Payments shall be made at the prices stipulated herein for goods or materials delivered or services rendered. Payment on partial deliveries or services may be made when requested by the Vendor and approved by the County. Payment shall be made within forty-five (45) days following County's receipt of itemized invoices. For any cash discount specified in this contract, time will be computed from the date of the completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received, whichever is later. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing the County warrant or check.
10. **Assignment:** This contract may not be assigned in whole or in part without the prior written consent of the County.
11. **Independent Capacity:** In the performance of this contract, agents and employees of the Vendor shall act in an independent capacity and not as officers, employees or agents of the County.
12. **Indemnity:** The Vendor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damages to property or any economic or consequential losses, which are claimed to or in any way arise out of, or connected with the Vendor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Vendor and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Vendor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

13. Nondiscrimination: Vendor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.

14. Infringement: The Vendor agrees to defend and hold the County, its officers, agents, employees, and volunteers harmless from any and all actions, suits, liabilities, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products or services supplied by Vendor infringes any patent, copyright, trade secret, trademark, or other intellectual property right.

15. Applicable Law and Forum: This contract shall be construed and interpreted according to the substantive law of the State of California excluding the law of conflicts. Any action arising out of this contract shall be brought in El Dorado County, California and shall be resolved in accordance with the laws of the state of California.

16. Funding: Funds for this Contract are available on a fiscal year basis. Should sufficient funds not be budgeted and appropriated for the payment of goods or services described herein, this contract shall be cancelled in its entirety without penalty or expense to the County of any kind, except for payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.

17. 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 Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.

18. Inspection, Acceptance, and Returns: Goods or services shall be subject to County inspection, approval, and acceptance notwithstanding any prior payment for such goods or services. No goods shall be deemed accepted until County has reasonable opportunity to inspect said goods or services. If rejected as nonconforming or defective, 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, or to request a replacement by a specified date. Substitutions are not permitted except upon specific written authorization of County. Defective product or product under warranty may not always be returned in the original package.

19. Permits, Licenses, and other Requirements: Vendor shall comply with all applicable federal, state, and other laws, rules, regulations, ordinances and orders in the performance of this contract. Vendor shall be in full compliance with all permit or licensing requirements in connection with the sale, shipment, and/or installation of the goods or performance of the services herein.

20. Insurance: When specified herein and/or when specified by bid or quote documents that are incorporated herein by reference, failure to maintain the required insurance coverage shall be deemed a material breach of this contract.

21. Severability: If any provision of this contract is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue in full force and effect, without being impaired or invalidated in any way.

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