1. Definitions

Response: The written, signed and sealed complete document(s) submitted according to the bid instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

Request/Proposal/Bid: The completed and released solicitation document, including all subsequent addenda, made publicly available to all prospective bidders.

We/Us/Our: Terms that refer to the County of Sacramento, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

- Purchasing - the Contracts and Purchasing Services Division of the Department of General Services.
- Department/Division – The department or division requesting the goods or services contained in this request, for which this bid is prepared and which will be the end user of the requested goods or services.
- Constituency – the client base or County population which may benefit from the procurement of goods and/or services requested herein.

You/Your: Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Supplier - A business entity engaged in the business of providing goods, equipment and/or services.
- Bidder - A business entity submitting a Response to this bid. Suppliers which may express interest in this bid, but who do not submit a Response, have no obligations with respect to the bid requirements.
- Contractor - The Bidder(s) whose Response to this bid is evaluated as meeting the needs of the County. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this bid.
- Contractor’s Employee - All persons who can be offered to provide the goods, equipment and/or services described in the bid. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker’s Comp, SDI, etc.).

Mandatory: A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as “mandatory” will disqualify the particular response.

Default: A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the contract.

Cancellation/Termination: A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

“Or Equal”: A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a bid document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

Post Information

Posted At:
Fri, Apr 10, 2026 10:31 AM
Sealed Bid Process:
Yes (Bids Sealed / Pricing Sealed)
Private Bid:
No

2. Introduction

2.1. Summary

The County of Sacramento (County) is soliciting bids for the purchase of parts on an as-needed basis for automotive and truck gasoline, diesel, propane, and CNG fueling stations and dispensers and electric vehicle charging stations in accordance with the specifications, terms and conditions contained in this Request for Bids (RFB). This RFB excludes labor, installation, repairs, maintenance, parts vending machines, supplier-managed inventory solutions, or other services.

The County intends to award a contract to one or more successful bidders (Contractor) for an initial 12-month term. For reasons of economy and efficiency, the County reserves the right to extend the term of the resulting contract(s) for up to four (4) additional one-year terms following the initial 12-month term upon mutual agreement between the County and Contractor. This RFB will result in one or more contracts in the cumulative maximum value of $75,000. The County does not guarantee the purchase of any specific dollar amount or volume of materials under the resulting contract.

Sacramento County Procurement Alliance (SCOPA)

This RFB is part of a cooperative purchasing agreement through the Lead Procurement Agency (LPA), County of Sacramento, for SCoPA (Sacramento County Procurement Alliance), a collaboration that allows the County and other Governmental, Educational, and Non-Profit entities to benefit from collective purchasing power. As a result, any selected bid may be utilized by additional participating entities, providing expanded visibility and potential for additional opportunities. Respondent further acknowledges that Cooperative use is not guaranteed.

Optional National Compliance

This RFB is issued in accordance with the regulations and requirements of the State of California and is primarily intended for services within this state. However, respondents interested in providing services outside of California under this contract must demonstrate their ability to comply with the applicable local, state, and federal regulations of any additional states where services may be provided. Compliance with equivalent regulations in other states will be required for those bidders seeking to expand their service offerings nationally.

Eligibility Requirements - Optional Licensing and Compliance Across States

Offerors/Bidders interested in being considered for business outside of California must possess or demonstrate the ability to obtain all necessary local, state, and federal certifications and permits required not only in California but also in any other states where they propose to offer services.

Submit all questions in the Question/Answer section of this RFB.

2.2. Contact Information

Any inquiries or requests regarding this solicitation must be submitted via OpenGov. Contact with unauthorized County personnel during the selection process may result in disqualification.

Robert Bigney
Senior Contract Services Officer
9660 Ecology Lane
Sacramento, CA 95827
Email: bigneyr@saccounty.gov
Phone: (916) 876-6375

Department:
DGS: CAPSD - Procurement

Department Head:
Brandalyn Tramel
Purchasing Agent

2.3. Timeline

Release Project Date:
April 10, 2026

Question Submission Deadline:
April 23, 2026, 3:00pm

Submission Deadline:
May 15, 2026, 3:00pm

Award Contract:
June 5, 2026

3. Bidder's Instructions

3.1. General Format

Respond to all requests for information and completion of forms contained in this Request for Bid. A qualifying response must address all items. Brochures and advertisements will not be considered a complete reply to requests for information and will not be accepted as such. Bidder is solely responsible for accuracy and completeness of bid response and for electronically separating and marking documents as confidential when submitting their response through SacCountyEbids. Responses considered incomplete may be rejected.

3.2. Alteration of Bid Text

The original text of this bid document, as well as any attachments, amendments or other official correspondence related to this bid document, may not be manually, electronically or otherwise altered by bidder or bidder's agent(s). Any response containing altered, deleted, additional or otherwise non-original text will be disqualified.

3.3. Preparation of Response

A. All responses must be signed by an authorized officer or employee of the responder.
B. Responses must be submitted prior to the specified date and time, using the Sacramento County's Electronic Bidding website (SacCountyEbids). Responses delivered by hand, fax, telephone, e-mail, or any postal carrier will not be accepted. If bidder uploads a file to SacCountyEbids, it is bidder responsibility to ensure the file is not corrupt or damaged. If County is unable to open an attachment because it is damaged, corrupt, infected, etc., it may disqualify bidder's submission. See this training guide for guidance entering your online response.
C. Time of delivery must be stated as the number of calendar days following receipt of the order by the bidder to receipt of the goods or services by the County.
D. Time of delivery may be a consideration in the award.
E. Prices will be considered as net if no cash discount is offered. If a discrepancy between the unit price and the item total exists, the unit price prevails.
F. Shipping Terms: F.O.B. Destination, freight prepaid and added; Payment Terms: TBD.

3.4. Confidential Information/Public Record

All responses become property of the County. All responses, including the accepted bid and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 -6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful bid are not considered proprietary information.

The County will treat all information submitted in a bid as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your bid, you must identify any such information, together with the legal basis of your claim in your bid, and present such information separately as part of your response.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

4. Basis for Award

Award will be made to the bidder whose offer provides the greatest value, in our view, to the County from the standpoint of suitability to purpose, quality, service, previous experience, life cycle, cost, ability to deliver, or for other reasons deemed by Purchasing to be in the best interest of the County.

Public Bid Opening: As soon as possible after the date and time specified by the Request for Bid, pricing information will be made public to all bidders. The responses will remain sealed during the bid evaluation period, and will be made available for public inspection upon notice of bid award.

This bid award will be determined by lowest responsive and responsible bidder(s). Bid responses will be considered valid for a period of 120 calendar days after bid closing date above.

Bids will be compared on the basis of percentage discounts, percentage markups or "at list" pricing offered by the bidders. The County may award this RFB by line item or on an all-or-none basis, whichever is in the best interests of the County.

Note: All specifications, terms and conditions of this request will apply to any resulting order.

5. Project Details

5.1. Important Instructions for Electronic Submittal

The County is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at Sign Up (opengov.com). Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

6. Vendor Submissions

1. Bid Requirements*

Did you read through and confirm that you met all of the bid requirements?

- Yes
- No

*Response required

2. Cooperative Participation Alliance Terms*

The Master Agreement(s) awarded under this Solicitation by County of Sacramento, will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. PA's may include, but aren't limited to, entities such as local governments, educational institutions, special districts or non-profits, that have joined together to leverage their joint buying power. These entities will operate under the same terms and pricing as Lead Procurement Agency (LPA), County of Sacramento, including Administrative Fee and Sales Reporting provisions. PAs may include but aren't limited to municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, public health institutions, or other eligible public agencies, educational institutions and non-profit organizations.

The awarded vendor(s) are required to provide all services to Sacramento County. Ability to service PA's outside Sacramento County will not affect your ability to win this business.

Please download, complete, and upload the Cooperative Procurement Alliance Terms and conditions document.

SCOPA_Cooperative_Procurement_Alliance_Terms.pdf

*Response required

3. Please confirm that your company will accept the County's contract terms and conditions.

- [ ] Please confirm

4. Minimum Insurance Requirements*

The successful bidder(s) will be required to provide a certificate of insurance ONLY if the bidder intends to deliver parts using its company vehicles. Confirm that you have read and will comply with the County's Minimum Insurance Requirements. A contract, if awarded, will be awarded to the successful bidder after the bidder has provided a certificate of insurance with endorsements meeting the County's minimum insurance requirements described in this bid. DO NOT submit a certificate of insurance with your bid response

☐ Please confirm

*Response required

5. Bid Documents

Please upload any supporting documents here.

Please upload your response

6. Include your payment terms here*

(e.g. N30; 2% 10, N30, etc.)

Enter response

*Response required

7. Confidential Company Information (if applicable)

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information in this section as part of your response package. Click "File Upload" below to upload your confidential documents.

Please upload your response

8. Solicitation Exceptions*

Please list all exceptions below referring to name of specific section and (where applicable) paragraph, subsection number, or other identifier. For each exception, please quote the statement(s) to which you are taking an exception, for reference during bid analysis. Exceptions considered excessive or affecting vital terms, conditions or specifications may reduce or eliminate your prospects for award.

Please include the following with every exception (if your company has no exceptions, type "**N/A**" in this field):

A. Page #
B. Section#/Title
C. Exception Description

Enter response

*Response required

9. Inventory*

Describe the dollar value and breadth of parts inventory at your business location for automotive and truck refueling stations, dispensers and chargers.

Enter response

*Response required

10. Placement of Orders*

Will orders for parts be placed by phone, e-mail, or via your website/portal?

Enter response

*Response required

11. Lead Time*

Describe typical delivery/shipping lead times for delivery of in-stock parts, drop-shipped parts, and special order parts. Will any deliveries be made using your company vehicles?

Enter response

*Response required

12. Parts Return Policy*

Please describe your parts return policy. You may also attach documents to this RFB describing your return policy.

Enter response

*Response required

13. Parts Warranty *

Describe your firm's parts warranty. You may also attach documents describing your warranty or provide a link to your website where the warranty is described.

Enter response

*Response required

14. Contractor Certification of Compliance, part 1*

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

(a) the CONTRACTOR is a government or non-profit entity (exempt); or
(b) the CONTRACTOR has no Principal Owners (25% or more) (exempt); or
(c) each Principal Owner (25% or more), does not have any existing child support orders; or
(d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

*Response required

15. Contractor Certification of Compliance, part 2*

New CONTRACTOR shall certify that each of the following statements is true:

A. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and

B. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding a Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at www.childsup.ca.gov.

☐ Please confirm

*Response required

16. Non-Collusion Affidavit*

I state that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

A. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed below in the exceptions field (accept with exceptions).
B. That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and that they will not be disclosed before proposal opening.
C. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal/bid or other form of complementary proposal.
D. The proposal by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
E. My firm, its affiliates, subsidiaries, officer, directors and employees are not currently under investigation by any governmental agency and have not in the last five years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

F. No current or previous employee of the County of Sacramento (employed by County of Sacramento within the last calendar year) has been involved or is currently involved in any manner, directly or indirectly, with bidder's response or considerations in responding to this request.

I understand and my firm understands and acknowledges that the above representations are material and important, and will be relied upon by the County of Sacramento in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Sacramento of the true facts relating to the submission of proposals/bids for this contract. Any violation of this certification shall render bidder's response invalid. In such a case, bidder's response will be immediately disqualified.

☐ Please confirm

*Response required

17. Procurement Opportunities Program - Local and Micro Business Preference

PURPOSE

The purpose of the Procurement Opportunities Program is to promote and enhance the utilization of local and small business enterprises in the County's procurement and contracting processes. Small businesses contribute to the overall economic health of the community. Therefore, government has a compelling interest to provide economic opportunity to small businesses. The economic health of the community is dependent upon an active and thriving business community, including both large and small businesses. For this reason, the program is designed to provide procedural assistance and contracting information to any firm wishing to do business with the County. This program is not, however, intended to become a separate activity within the County's procurement and contracting process. It is intended to be an integral part of the County's standard procurement and contracting process.

INCENTIVES

Service and supply acquisition: For material, supply, construction and/or non-professional service contracts of less than $1,000,000 processed through the Department of General Services, Contract and Purchasing Services Division, or through the Delegated Purchase Order (DPO) Program. The County of Sacramento will award a two-percent (2%) price or point micro-business preference to State Certified Micro-Business enterprises located within the Sacramento Regional Market Area (Sacramento, El Dorado, Placer, Sutter, Yolo and Yuba Counties), and/or a five-percent (5%) price or point local business preference.

The Delegated Purchase Order program (a delegated purchasing program utilized by department "DPO Buyers") includes a provision requiring the departments to obtain multiple quotes based on the dollar amount of the purchase. This program will eliminate the quoting requirement if the DPO Buyer issues a DPO to a certified micro-business in the Sacramento Regional Market Area. When obtaining multiple quotes, the DPO Buyer shall apply all applicable preferences stipulated in this program.

LOCAL BUSINESS PREFERENCE QUALIFICATIONS

Pursuant to Sections 2.56.420 and 2.56.440 of the Sacramento County Code, where applicable, a local price or point preference credit of 5% shall be granted to Local Business Enterprises on supply and non-professional service contracts of less than one million dollars ($1,000,000) to business enterprises located within Sacramento County when evaluating bids for material, supply, construction, and/or non-professional services acquisitions processed through the Department of General Services, Contract and Purchasing Services Division or through the Delegated Purchase Order Program. In order to qualify for local preference, a vendor must meet all of the following criteria (as defined in SCC 2.56.420):

A. The business maintains its Principal Place of Business within the geographic boundaries of the County of Sacramento.
    1. Suppliers and professional truck drivers are not required to maintain their principal place of business within the County, but must maintain a Fixed Office within the County. Suppliers must also maintain a continuously stocked inventory within the County consistent with the type of goods for which the business is seeking a local preference. Professional truck drivers must also park their registered vehicles and trailers within the County when not under contract for use. The business may be required to submit to the County a copy of its rental or lease agreement evidencing its Fixed Office location.
B. The business must provide 50 percent or more of the contracted product from its own local inventory.
C. The business must possess a current County of Sacramento business license or a business license from a city within the County. If the business's Fixed Office is located in a city that does not issue business licenses, the business must be current with the city's business operations taxes or other business regulations.
D. The business has been established and conducting business activities in the County for at least six months preceding the due date of the bid/proposal for which a local preference is being sought. The business may be required to submit to the County evidence of its business activities within the Sacramento area during the preceding six months.
E. The business must have paid sales tax to either a city located within the County or to the County of Sacramento. The business may be required to submit to the County copies of its State of California Board of Equalization sales and use tax returns.

This preference shall also be provided to Sacramento Regional Market Area businesses that meet the criteria of a Local Business Enterprise for the county in which they are located, provided that:

A. Those criteria are at least as stringent as section 2.56.420(d); and
B. The county in which such businesses are located also provides pricing preferences to businesses located within Sacramento County.

Bidders claiming local vendor preference for any Request for Bid, Price Quote, or Request for Proposal must submit an Affidavit of Eligibility (see page 3) with their bid, quote or proposal response, unless an approved affidavit is already on file.

For questions or assistance relating to the County of Sacramento's Local Vendor Preference Policy, call the Contract & Purchasing Services Division at 916-876-6360 or visit our website at www.saccountybids.net.

Complete information regarding this program is located on the following website:

http://www.dgs.saccounty.net/capsd/Pages/County-Purchasing-Code.aspx#2.56.410

MICRO-BUSINESS PREFERENCE QUALIFICATIONS

Most County contracts are open to competitive bidding. It is the policy of the County to actively solicit participation by small business enterprises in its procurement and contracting activities. In order for the County to readily find small businesses to solicit, businesses should (1) be certified with the State of California, Office of Small Business and DVBE Services, or reciprocal agency, and (2) register with the State of California, Department of General Services.

The County will accept certifications from the State of California, Office of Small Business and DVBE Services, or reciprocating governmental agencies. The County will accept formal certifications from other agencies within the State of California for documentation purposes. For a firm to be eligible for a two-percent (2%) price preference, it must meet all of the following criteria (as defined in SCC 2.56.420):

A. formally certified micro-business,
B. independently owned and operated,
C. is not dominant in its field of operation,
D. has its Principal Place of Business located in the Sacramento Regional Market Area,
E. together with its affiliates, is either a service, construction, or non-manufacturing firm with twenty-five (25) or fewer employees, and
F. an average annual gross receipts of five million dollars ($5,000,000) or less over the previous three years.

COMPLETE THIS SECTION IF YOU QUALIFY FOR AND WISH TO CLAIM A 5% LOCAL VENDOR PREFERENCE AND/OR A 2% MICRO-BUSINESS PREFERENCE (REFER TO PREVIOUS INFORMATION FOR QUALIFICATION REQUIREMENTS).

To claim the local vendor preference (5%), complete the items in sections 18 and 19 below. To claim the micro-business preference, complete the items in sections 18 and 20 below. To claim both preferences (7% combined), complete all sections 18 - 20. Incomplete forms may be rejected.

17.1. Does your company qualify for the Local Business Preference, and/or the Micro-Business Preference?*

Select "Yes" if your company meets either of the local/micro business preference qualifications above.

If you selected "No" then the remaining questions do not require a response EXCEPT for the two (2) confirmations "Under penalty of perjury, the undersigned states that the foregoing statements are true and correct..."

Yes
No

*Response required

17.2. Legal name of Business and Physical Address (Also Include Mailing Address if different).

Enter the following information here:

A. Legal name of business
B. Physical street address, city, state & zip code
C. Mailing address (only if different from physical address)

Enter response

17.3. County and Year Business was Established

A. County established:
B. Year established:
C. Business license number:
D. Business license issued by:

Enter response

17.4. Does your business have more than one office in the State of California?

If **Yes**, specify the office location considered as the *point-of-sale for sales tax purposes*:

A. Office Location: street address, city, state, zip code

Enter response

17.5. For transactions which require sales tax, provide the Reseller Permit Number.

Please enter the following information exactly as it appears on your permit:

A. Permit number
B. Company name
C. Street address, city, state, zip code

Enter response

18. Procurement Opportunities Program - Local Business Preference Questionnaire

18.1. Is your Principal Place of Business located within the geographic boundaries of the County of Sacramento?

Yes
No

18.2. Does your business provide 50 percent or more of the contracted product from its own local inventory?

Yes
No

18.3. Does your business possess a current County of Sacramento business license or a business from a city within the County?

Yes
No

18.4. Has your business been established and conducting business activities in the County for at least six months preceding the due date of the bid/proposal for which a local preference is being sought?

Yes
No

18.5. Has your business paid sales tax to either a City located within the County or to the County of Sacramento?

Yes
No

18.6. Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Sacramento County products and services for a period of one (1) year.*

☐ Please confirm

*Response required

19. Procurement Opportunities Program - Micro-Business Preference Questionnaire

19.1. Is your business independently owned and operated?

Yes
No

19.2. Is your business not dominant in its field of operation?

Yes
No

19.3. Together with your affiliates, is your business either a service, construction, or non-manufacturing firm with twenty-five (25) or fewer employees?

Yes
No

19.4. Does your business have an average annual gross receipts of five million dollars ($5,000,000) or less over the previous three years?

Yes
No

19.5. Provide the company's State of California Small Business Certification Number and expiration date.

Enter response

19.6. Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Sacramento County products and services for a period of one (1) year.*

Please confirm

*Response required

7. Pricing Table

TABLE A - PARTS % DISCOUNT OR MARKUP

Part numbers provided below are examples of parts that the County has purchased in the past and are provided for informational purposes only. Purchases shall not be limited to the parts listed, and the County does not guarantee that these parts will be purchased in the future. All parts furnished shall be new and unused.

For each line item, enter percentage discount or markup (or enter "0" if pricing will be at list price) from manufacturer's list price for parts under the Percentage column and then indicate "discount" or "markup" or "list price" under the adjacent column. Discount or markup percentage or at list price indicated by bidder below shall also apply to parts not listed for each manufacturer or category listed. Fuel surcharges and tariff charges shall not be allowed for the duration of the resulting contract. Percentage discount or markup shall remain firm for the duration of the initial contract term. All parts shall be delivered FOB Destination, Freight Prepaid and Added.

Line Item	Description	Unit of Measure	Percentage	No Bid	Discount, Markup or At List?
1	CIM-TEK FILTERS: CM-250E-10, CM-400-10, CM-400-30, CM-400HS-10, CM-400HS-30, CM-800HS-30	ea			
2	BENNETT: BEP-108014	ea			
3	CNI MANUFACTURING: CNP-RP9979 Retractor cable guide	ea			
4	EBW: EB-78145606, 36" gray bolted FRC, cover only	ea			
5	EMCO WHEATON: EV-A4005-002, EV-A4005-004, EV-A4005EVR-052, EV-A4119EVR-020	ea			
6	FUEL CONTAINMENT: FC-98C00097 Brine	ea			
7	FREEDOM: 576011-034-00 Lam for 350 Keyboard	ea			
8	GOODYEAR: GD-BAL-048-00, GD-BAL-072-00, GD-BAL-096, GD-BALVEN-048-00, GD-BALVEN-096-00, GD-FSB1-048-MXM, GD-FSB1-072-MXM, GD-FSB1-096-MXM, GD-FSB1-120-MXM, GD-FSB3/4-012-MXMS-00, GD-FSB3/4-048-MXMS-00, GD-FSB3/4-096-MXMS-00, GD-FSB3/4-144-MXMS-00, GD-FSB3/4-240-MXMS, GD-FSG3/4-012-MXMS-00, GD-FSG3/4-012-MXMS-00	ea			

Line Item	Description	Unit of Measure	Percentage	No Bid	Discount, Markup or At List?
9	HEALY PRODUCTS: HE-75B-060-S4F2-LP, HE-75B-065-S2S2, HE-75B-080-S2S2-LP, HE-75B-080-S2S2-LP, HE-8701VV, HE-900-EVR-FS, HEP-405220901-EOR, HEP-787	ea			
10	HUSKY PRODUCTS: HU-0087, HU-159503-03, HU-159504-04, HU-177610-03	ea			
11	OPW PRODUCTS: OP-200TG-ENG, OP-21GU-0400, OP-21GU-0500, OP-634LPC-0400, OP-634LPC-0400, OP-634TT-7085-EVR, OP-68EZR-1010, OP-7HB-0100, OP-CT1000P36S, OPP-1-21CC, OPP-8G-0100, OPP-H05361, OPP-RTC-WHITE	ea			
12	PHIL-TITE: PTP-85011-1	ea			
13	SCULLY: SE-03111	ea			
14	FUEL EQUIPMENT SEALANT / AND NOZZLE BAGS / STICKERS: SE-SAR-GEL, SE-SS16, SE-U-NC-5, SE-U-PD168R-12, SE-U-PD177R-12, SEP-B1400A	ea			
15	VEEDER-ROOT: VR1-329362-001, VR1-330020-425, VR1-514100-210	ea			
16	VST PRODUCTS: VS-V58CP-024-MRMS, VS-VDV-EVR-072, VS-VDVP-EVR-096, VS-VST-BRK-100, VS-VST-EVR-NBBKR-2, VS-VST-DS-SBK, VS-VSTA-EVR-048, VS-VSTA-EVR-096	ea			
17	WAYNE FUELING SYSTEMS: WAP-006-306362-001	ea			
18	CHARGEPOINT - Parts for ChargePoint EV charging stations.	ea			
19	SWTCH - Parts for SWTCH EV charging stations.	ea			

8. Sacramento County Standard Terms and Conditions

A. BID/QUOTE/PROPOSAL TERMS AND CONDITIONS: All of the terms and conditions of the bid, quote, or proposal against which this agreement is applied, are hereby incorporated.

B. SALES TAX NOT INCLUDED: Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.

C. INVOICING & PAYMENT: Upon timely submission of itemized invoices by vendor/contractor, payment shall be made per the terms of this agreement and for the prices stipulated for supplies delivered and/or services rendered after inspection and acceptance. Deductions, if any, may be made from payment as provided by this agreement. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor/contractor and approved by the County. In connection with any cash (payment) discount specified in this agreement, time will be computed from the date of complete delivery of the supplies, equipment or services as specified, or from date correct invoices are received by County, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

D. HOLD HARMLESS: The vendor/contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.

E. DEFAULT BY VENDOR/CONTRACTOR: In case of default by vendor/contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor/contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

F. RIGHT TO AUDIT: The County of Sacramento reserves the right to verify, by examination of vendor/contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

G. ASSIGNMENT: This contract or purchase order is not assignable by vendor/contractor either in whole or in part, without the prior written approval of the County.

H. SUCCESSORS: This agreement shall be binding upon to the benefit of the successors and assigns of the respective parties hereto.

I. F.E.T. EXEMPTION: County is exempt from Federal excise tax pursuant to Internal Revenue Code 26 U.S.C. §4221(a)(4).

J. CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE: No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.

K. TITLE/RISK OF LOSS: Title, ownership, and risk of loss or damage of the Goods shall be in accordance with Delivery/FOB Terms on Page 1 of the contract. The Goods are delivered to, inspected and accepted by County, except when such loss or damage is due to the fault or negligence of County.

L. ALL UNDERSTANDINGS IN WRITING: It is mutually understood and agreed that no alteration or variation of price, quantity, supplies and/or services, and any terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements shall be binding.

M. FORCE MAJEURE: The parties will not be held liable for delays or failure in fulfillment of conditions of purchase order or contract resulting from events beyond the reasonable control of such parties. Such events include, but are not be limited to strikes, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear events, earthquakes, acts of terrorism, severe weather events and other disasters.

N.VENDOR/CONTRACTOR TERMS AND CONDITIONS: County's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor/contractor provides additional terms or conditions, and there is a conflict between the terms and conditions of the parties, County's terms and conditions shall govern.

O. INFORMATION TECHNOLOGY ASSURANCES: Vendor/contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by vendor/contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.

P.COMPLIANCE WITH FAMILY SUPPORT ORDERS: Vendor/contractor hereby certifies that it's principal owner(s) is in substantial compliance with Sacramento County's DCSS Program, federal and state laws regarding lawfully served orders for child, family and spousal support, including wage reporting and assignment of wages. (Failure to comply with such orders and cure the default within 90 days of notice by the County shall be grounds for termination of the contract or purchase order.

Q. COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS: In the performance of their duties, Vendor/contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Vendor/contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.

R. FOREIGN CURRENCY: In the event vendor invoices submitted to the County of Sacramento is received in foreign currency, vendor understands and agrees the County of Sacramento will pay in US Dollars via wire, ACH, or check payment method. The County of Sacramento's payment of US Dollars will be calculated using the currency exchange rate on the invoice date, regardless of date paid, or received by vendor. The County of Sacramento calculates US Dollars based on the exchange rate on such invoice date provided by the Oanda currency converter site: http://www1.oanda.com/lang/en/currency/converter/.

9. Additional Terms and Conditions

9.1. Additional Terms and Conditions

Bidder Responsibility: You are expected to be thoroughly familiar with all specifications and requirements of this bid. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this bid. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this bid unless you have specifically, by section number, raised objection.

Awards:

A. The County of Sacramento reserves the right to:
    A. award responses received on the basis of individual items, or groups of items, or on the entire list of items;
    B. reject any or all responses, or any part thereof;
    C. waive any informality in the responses; and
    D. accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final.
B. Preference for Sacramento County Products. In purchases by the County of Sacramento, price and quality being equal, preference must be given to Sacramento County products (Charter of the County of Sacramento, sec. 83); also, ". . . preference must be given to the lowest responsible local bidder offering to supply such items for purchase which are raised, grown, manufactured, fabricated, processed or assembled in Sacramento County . . ." (Sacramento County Code, sec. 2.56.060).
C. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

Taxes:

A. Include any sales, use, or federal excise taxes in your response as separate line item(s).
B. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.
C. Items purchased for resale will show the County's resale permit number on the purchase order.
D. Exemption certificates will be furnished when federal excise tax is exempted.

Brand Names: Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal is final and conclusive. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified.

Samples: Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

Termination:

A. County may terminate any resulting contract without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
B. County may terminate any resulting contract for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in resulting contract in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to

contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. County may terminate or amend any resulting contract immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for resulting contract or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to resulting contract are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for resulting contract or any portion thereof; or 4) if funds that were previously appropriated for resulting contract are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

D. If any resulting contract is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by resulting contract as the services actually performed bear to the total services of contractor covered by resulting contract, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the resulting contract total based on the portion of the resulting contract term that has elapsed on the effective date of the termination.

E. Contractor shall not incur any expenses under any resulting contract after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

Public Agency Participation: It is intended that any other public agency including those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation. The County of Sacramento shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation.

Out of State Vendors Providing Services to the County of Sacramento: Recent state legislation requires the County to withhold seven percent (7%) of all income paid to certain independent contractors who do not reside in California. (Rev. & Tax. Code §18662; Cal. Admin. Code §§18662-1-18662-14.) This provision does not apply if the total amount paid for services in a given year is less than $1,500. It also does not apply if the contractor is: a) a corporation with a principal place of business in California; b) a partnership with a permanent place of business in California; c) a corporation qualified through the Secretary of State to do business in California; or d) an individual with a permanent residence in the State of California.
FTB Waiver -The contractor can apply to the FTB for a waiver from this withholding requirement. An FTB waiver will generally be granted when the nonresident contractor has a current history of filing California tax returns and/or is currently making estimated tax payments to the FTB. An FTB waiver request is made on FTB Form 588, which can be faxed to the FTB at (916) 845-4831.

Payments (E-Payables)
The County of Sacramento has partnered with Bank of America to implement a card payment program, ePayables, offered to County's suppliers/contractors/vendors. This preferred payment method will reduce paper waste and expedite payments to recipients. Traditional forms of payment (hardcopy checks) remain.
ePayables will not affect payment terms and conditions of any existing contract. Once an invoice is approved for payment, an electronic remittance advice will be sent to the recipient's email instead of a hardcopy check. The remittance advice will include statement-type information such as: invoice numbers, dates, and invoice amounts. Payments can be retrieved with a County designated account number assigned to the contractor. For more information, go to www.bankofamerica.com/epayablesvendors or contact the Sacramento County Department of Finance at 916-874-7411 (epayables@saccounty.gov).

Late Payments: Should the county be late in making payments against invoices submitted correctly and timely, any interest levied by the vendor for payments shall be limited by the Section 926.10 of the California Government Code.

Reports:

A. CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by COUNTY concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to resulting contract.

Web Accessibility: CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Contract shall comply with the County of Sacramento's Web Accessibility Policy. Failing to comply with the WCAG ("Web Content Accessibility Guidelines") Version 2.1, Level AA policy (https://www.w3.org/TR/WCAG21/) or take significant steps toward doing so in a reasonable amount of time by April 24, 2026, shall result in consequences up to and including refund of purchase price and/or termination of the Contract.

9.2. Indemnification (goods)

The contractor shall indemnify, defend and hold harmless the County, its officers, agents, employees, and representatives, from and against any and all claims, losses, liabilities, or damages, demands and action including payment of reasonable attorneys' fees, arising out of or resulting from the performance of resulting contract, caused in whole or in part by any negligent or willful act or omission of the contractor, its officers, agents, employees, representatives, or anyone directly or indirectly acting on behalf of the contractor, regardless of whether caused in part by a party indemnified hereunder.

10. Attachments

A - RFB0034 Master Agreement_Draft