



RESOLUTION No. 24-465

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A BLANKET PURCHASE ORDER WITH TERMS AND CONDITIONS BETWEEN THE COUNTY OF NEVADA AND JPB, LLC FOR HEAVY DUTY VEHICLE AND EQUIPMENT REPAIR FOR FISCAL YEAR 2024/2025 WITH A NOT TO EXCEED ANNUAL AMOUNT OF \$110,000 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE BLANKET PURCHASE ORDER

WHEREAS, Fleet Services is responsible for procuring heavy-duty vehicle and equipment repairs, primarily for Transit buses using International engines that require specialized tooling and staff training; and

WHEREAS, Nevada County Purchasing Policy section 4.6 (A) allows for a sole source procurement exempt from competitive process due to a product or service which is the only product or service that satisfies the department's operational requirements, usually because of a technological, specialized, or unique character, or proprietary nature; and

WHEREAS, JPB, LLC (Silver State International) is the only local vendor that can provide the required service to the County's International bus engines; and

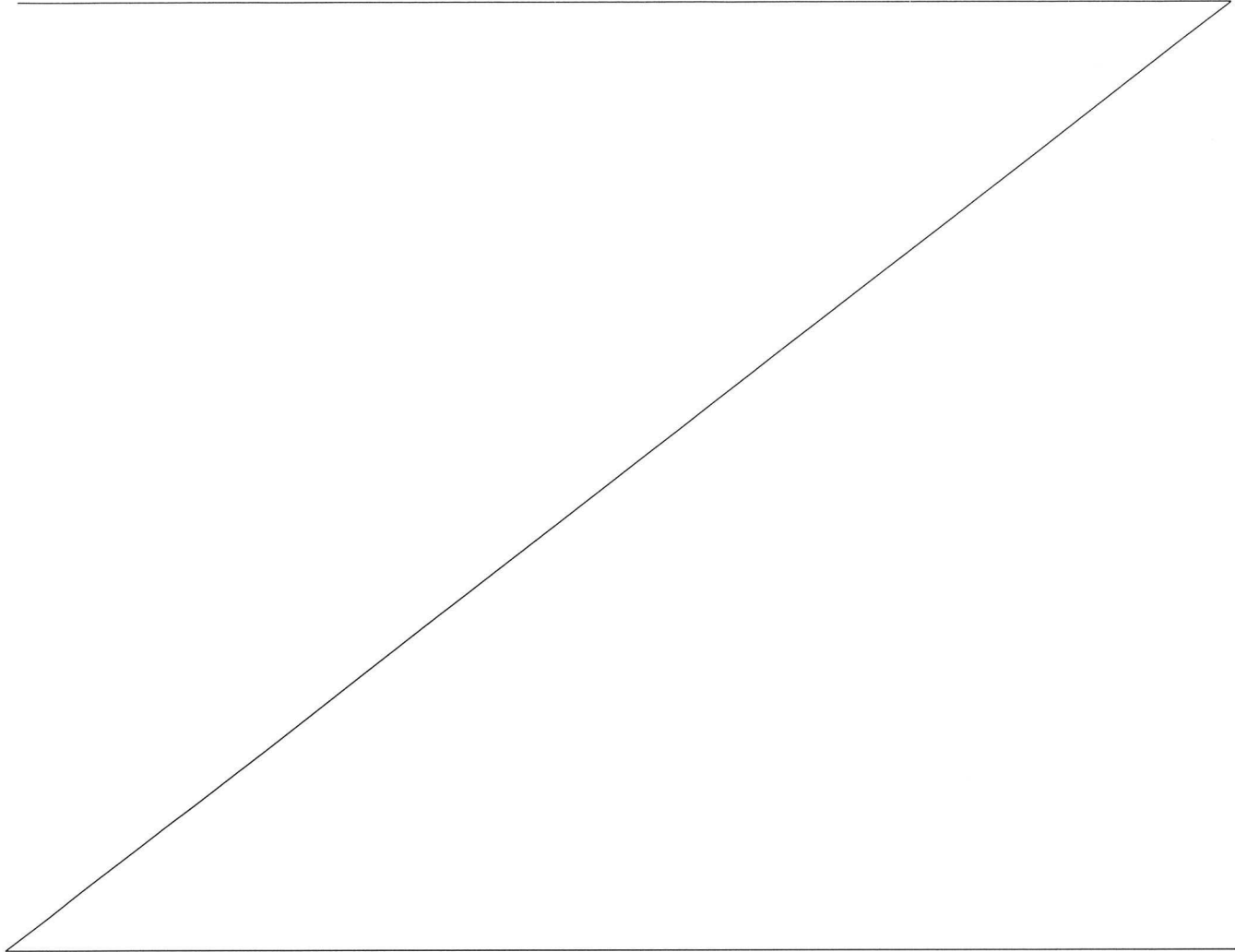
WHEREAS, for annual maintenance and repair services previously contracted, Nevada County is moving to a blanket purchase order with terms and conditions format to streamline the encumbrance process; and

WHEREAS, a blanket purchase order of \$110,000 is necessary for annual routine maintenance and unexpected major engine repairs; and

WHEREAS, the term of the blanket purchase order will be for one-year, July 1, 2024, through June 30, 2025, with a not to exceed annual amount of \$110,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves the blanket purchase order with appropriate insurance requirements, terms and conditions, and authorizes the Purchasing Agent to execute the blanket purchase order with JPB, LLC for Heavy Duty Vehicle and Equipment Repair.
2. Authorizes the Purchasing Agent to execute the blanket purchase order:
4291-92005-704-2000/ 520900 \$110,000
3. Authorizes future renewals of the purchase order up to four (4) additional one (1) year terms so long as future Fleet Services budget is approved at each subsequent Budget Hearing and the blanket purchase order does not exceed a 10% annual increase and authorizes the Purchasing Agent to execute those annual renewals.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 20th day of August 2024, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.
- Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Hardy Bullock, Chair

TERMS AND CONDITIONS FOR BIDS & PRICE QUOTES

The following provisions are hereby made a part of this bid or price quote by reference and attachment to the Invitation for Bids or Request for Price Quotes document. By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), 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://www.mynevadacounty.com/734/Purchasing#RFP> Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. **SUBMISSION OF BIDS.** Bids shall be submitted to the Purchasing Division either online, by using the Nevada County eProcurement System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

Online Bid Response: If you choose to submit your bid response online via the Public Purchase website:

1. Download the **Instructions to Bidders (Attachment A)**, complete and save the document, then upload and save the completed document to your online bid in Public Purchase.
2. Enter pricing for each bid line item online in Public Purchase.
3. Save and submit the bid online.
4. Submission of the Hardcopy Bid Response Cover Sheet (Attachment E) is not required for online submissions.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Nevada County eProcurement System shall submit their bids to the Purchasing Division, 950 Maidu Ave Ste # 130, Nevada City, CA 95959, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the eProcurement System or obtained from the Purchasing Office. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink

Hardcopy (Manual) Bid Response: If you choose to submit a hardcopy bid response, then complete all documents below and submit the documents in a sealed and labeled envelope:

1. **Instructions to Bidders (Attachment A)**
2. **Vendor Response Cost Sheet (Attachment C) (Enter pricing for each bid item online, save, click on "Download Items File", then print)**
3. **Hardcopy Bid Response Cover Sheet (Attachment E)**

Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

2. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Nevada County Purchasing Division.
3. REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Nevada County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder.
4. NON-COLLUSION. The bidder certifies that his bid 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.
5. 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 awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.
6. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder 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; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis may also include consideration for Local Vendor Preference (per Section 13 below) The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.
7. SAMPLES. Samples of items, when required, must be furnished free of expense to Nevada County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

8. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
9. TAXES. Nevada County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Nevada County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
10. DELIVERY. All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
11. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
12. OPEN-END CONTRACT (BLANKET PURCHASE ORDER). No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Nevada County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Nevada reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.
13. LOCAL VENDOR PREFERENCE. A local preference credit of 5.0% for Nevada County businesses will be permitted when evaluating bids for supplies, equipment and materials that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms are available on our website at:
<https://www.mynevadacounty.com/734/Purchasing#RFP>
14. OTHER AGENCIES. The successful vendor shall agree to extend Nevada County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Nevada County will not be a party to "other agency" contracts.

15. PROTEST AND APPEAL PROCESS. Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Information and General Services in the manner prescribed by Section 6.0 of the Nevada County Purchasing Policy. The protest shall be submitted in writing to the Director of Information and General Services within five County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.
16. RECYCLED PRODUCT PREFERENCE. A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154.
17. PATENT INFRINGEMENT. Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, 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 supplied by supplier infringes any patent, copyright, trade secret, or other property right.
18. VENDOR FINANCIAL STABILITY. If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 4.4.1(e)(6) of the Nevada County Purchasing Policy and paragraph 7 of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Nevada County Purchasing Policy.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

Scope of Service

Blanket Purchase Order with Terms and Conditions for Maintenance and Repairs

Vendor Name: JBP, LLC bda Silver State International
Service: Bus and Heavy Equipment Repairs
Term Period: July 1, 2024 – June 30, 2025
County Department: Fleet Services

The vendor will provide heavy equipment repair, service and diagnostics at their facilities in Sparks, Nevada. Schedule of work performed on County equipment will be agreed upon by the vendor and Nevada County Fleet Services. Any work performed must be approved by Nevada County Fleet Services personnel prior to the start of projects.

Nevada County may request to have the vendor's Mobile Service Truck come to our shop at 12350 La Barr Meadows Road, Grass Valley, California or to one of our jobsites throughout Nevada County, California.

Work is to be completed in a timely manner. All work is to be clean and free of leaks. All work will be inspected by Nevada County Fleet Services shop personnel and must be approved prior to payment of invoices.