



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

State of California  
**STATEWIDE CONTRACT**  
**USER INSTRUCTIONS**  
MANDATORY

**\*Supplement 5\***  
**\*(Incorporates Supplements 1 – 5)\***

ISSUE AND EFFECTIVE DATE: **\*7/31/2024\***

CONTRACT NUMBER: 1-23-26-01B

DESCRIPTION: Tires

Group 1 (Pursuit)

Territories - 2 and 9

Group 2 (Passenger and Light Truck)

Territories - 5 and 8

Group 3 (Medium and Heavy Duty

Truck, Bus, Transport, and

Construction/Agriculture)

Territories 1 through 17

CONTRACTOR: East Bay Tire

CONTRACT TERM: 1/7/2023 through 1/6/2026

STATE CONTRACT ADMINISTRATOR: Tara Gill

(279) 799-4204

[Tara.Gill@dgs.ca.gov](mailto:Tara.Gill@dgs.ca.gov)

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions \(rev 6/21/2022\)](#)

Cal eProcure link: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

**ORDER PLACEMENT INFORMATION**

**Mailing Address:**  
East Bay Tire  
2200 Huntington Dr. #C  
Fairfield, CA 94553

**Fax/Email:**  
Fax: (707) 437-4800  
Email:  
[scontract@eastbaytire.com](mailto:scontract@eastbaytire.com)

**Contact Information:**  
East Bay Tire  
John Hulsey/  
Aaron Miguel  
Phone: (707) 402-7788

**Contract Mandatory 1-23-26-01B**  
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All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

**SUMMARY OF CHANGES**

<b>Supplement Number</b>	<b>Description/Sections</b>	<b>Supplement Date</b>
<b><i>*5*</i></b>	<b><i>*Subject contract for Tires is hereby modified to reflect the following change:  ➤ Article 34: Updated language*</i></b>	<b><i>*7/31/2024*</i></b>
4	Subject contract for Tires is hereby modified to reflect the following change: ➤ Attachment A1, Non-Core Catalog has been updated to reflect additional line items.	4/7/2023
3	Subject contract for Tires is hereby modified to reflect the following change: ➤ Section 14: Ordering Procedure -Address Change (San Jose location)	3/22/2023
2	Subject contract for Tires is hereby modified to reflect the following change: ➤ Section 4: SB/DVBE OFF-RAMP PROVISION - Offramp Language Change.	3/15/2023
1	Subject contract for Tires is hereby modified to reflect the following change: ➤ Address Change (San Jose location)/Section 14 (Ordering Procedure). ➤ All other terms and conditions remain the same	2/23/2023
N/A	Original Contract Posted	1/7/2023

**All other terms and conditions remain the same.**

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## 1. SCOPE

The State's contract with East Bay Tire (Contractor) provides Group 1 (Pursuit Tires) for Territories 2 and 9, Group 2 (Passenger Car and Light Truck Tires) for Territories 5 and 8, and Group 3 (Medium and Heavy Duty Truck, Bus, Transport, and Construction/Agriculture Tires) for Territories 1 through 17 at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-23-26-01B. Please see Attachment D - Territory Map.

This contract contains both mandatory and non-mandatory purchase types. All bulk purchases as defined in Section 13, Minimum Order, are mandatory; services and orders less than Bulk are non-mandatory.

The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Group 1, Group 2, and Group 3 Tires to the State for the corresponding territories.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

## 2. CONTRACT USAGE/RULES

### A. State Departments

- The use of this contract as defined in Section 13, Minimum Order, is mandatory for all State of California departments. Services and orders less than Bulk are non-mandatory.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

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B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

**3. DGS ADMINISTRATIVE FEES**

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](#) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency’s purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

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**4. SB/DVBE OFF-RAMP PROVISION**

The Tires Statewide Contract 1-23-26-01B is **mandatory** for Bulk purchases by all State of California departments except when the “SB/DVBE Off-Ramp” provision is utilized. The SB/DVBE Off-Ramp provision allows a State department to, at its option, purchase contract items from a certified Small Business (SB), including a “microbusiness” (MB), or a Disabled Veteran Business Enterprise (DVBE) in accordance with the rules outlined within this document.

The rules outlined herein are exclusive to the Tires Statewide Contract 1-23-26-01B and do not affect any other contract. Departments may not use the SB/DVBE Off-ramp provision to buy outside of the mandatory statewide contract if the rules cannot be applied. In these situations, the purchase must be made through the mandatory statewide contract.

**A. SB/DVBE Off-ramp Provision Usage Rules**

In order to utilize the SB/DVBE Off-ramp provision, departments must comply with the following usage rules:

Requirement	Description / Procedure
<b>Purchasing Authority</b>	Departments must have approved Purchasing Authority Category for SB/DVBE Option per GC section 14838.5(a) granted by the DGS-PD in order to utilize the SB/DVBE Off-Ramp provision as identified within the statewide contract.
<b>Transaction Limits</b>	Transactions must be less than \$250,000 excluding sales and use tax, finance charges, postage, and handling charges.
<b>Supplier Certifications</b>	SB/DVBE Offramp purchases must be made to a supplier with a current California SB or DVBE certification. State departments can verify certifications at the following website: <a href="http://www.caleprocure.ca.gov">www.caleprocure.ca.gov</a>

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Requirement	Description / Procedure
<p><b>Price Quotations</b></p>	<p>Departments must obtain price quotations from <b>California-certified SB, MB, or DVBE supplier(s)</b> as follows:</p> <ul style="list-style-type: none"> <li>➤ For purchases between <u>\$0 and under \$5,000</u>, departments must obtain at least <b>one (1)</b> phone quote or written quote from a Certified SB/DVBE.</li> <li>➤ For purchases between <u>\$5,000 and under \$250,000</u>, departments must obtain at least <b>two (2)</b> price quotations. Refer to SCM Volume 2, Chap.1405.3. <b>Quotes must be obtained from suppliers of the same certification type (SB or DVBE).</b></li> </ul>
<p><b>Evaluation</b></p>	<p>State departments must document in the procurement file that the products being purchased are:</p> <ol style="list-style-type: none"> <li>1) <u>The same brand and model</u> as the products available from the statewide contract including product description, functional requirements, and manufacturer warranties as provided in the statewide contract; <u>and</u></li> <li>2) <u>Withing 5 percent</u> than the pricing offered from the statewide contract for the equivalent products based on the total order value before taxes.</li> </ol>
<p><b>Identifying Off Ramp purchases</b></p>	<p>Departments electing to exercise the Off Ramp provision by conducting a Fair and Reasonable or SB/DVBE Option purchase, must identify use of the Off Ramp provision as follows:</p> <p><b><u>FI\$CAL Purchase Orders</u></b></p> <p>Select the appropriate acquisition method (Fair and Reasonable or SB or DVBE Option – COMPETITIVE). Do not select a LPA Contract ID. In the PO Reference field, enter “OFF RAMP” and the LPA contract number the Fair and Reasonable or SB/DVBE Option is replacing.</p> <p><b><u>STD. 65 Purchasing Authority Purchase Orders</u></b></p> <p>On the STD. 65, enter “OFF RAMP” in the box titled “Leveraged Procurement Agreement No.” as shown in the example below.</p>



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STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION		
<b>PURCHASING AUTHORITY PURCHASE ORDER</b>		
STD. 65 (REV. 7/2003)		
CONTRACT REGISTRATION NUMBER	AGENCY ORDER NUMBER	AMENDMENT NO.
CPI234567	12-HQ-0092	
SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.	DATE	PAGE OF PAGE
	01/10/2012	1 1
<b>S</b>	<b>B</b>	AGENCY BILLING CODE
Department of General Services	Department of General Services	99999
707 3rd Street, 2nd Floor	707 3rd Street, 2nd Floor	PURCHASING AUTHORITY NUMBER
West Sacramento, CA 95605	West Sacramento, CA 95605	9G-0113-DGS-HQ1
Attn: Jane Doe	Attn: John Doe	LEVERAGED PROCUREMENT AGREEMENT NO.
(916) 375-1111	(916) 375-1111	OFF RAMP

**B. Off Ramp Documentation**

Requirement	Description / Procedure
<b>Off Ramp Documentation</b>	<p>The procurement file must be documented to support the contract award and the action taken including the following documents:</p> <ul style="list-style-type: none"> <li>• Copy of Statewide Contract User Instructions in support of executing a SB/DVBE purchase outside of the mandatory contract.</li> <li>• Statewide contract pricing sheet, highlighting the equivalent products being purchased and used for evaluation.</li> <li>• SB or DVBE price quotes obtained.</li> <li>• SB or DVBE certification verification.</li> </ul> <p>Refer to SCM Volume 2 for additional documentation requirements.</p>

**5. EXEMPT PURCHASES**

There are no exempt purchases associated with this contract.

**6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

**7. CONTRACT ITEMS**

Contract items are categorized as Core Items or Non-Core Catalog Items.

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- Core Items:  
Core Line Items are defined as high-use Tires commonly purchased by the State, based on recent historical data, and shall be offered to ordering agencies at a fixed contract price. Core Line Items are identified on Attachment A – Contract Pricing, for Group 1, Group 2, and Group 3 Tires.
- Non-Core Catalog Items:  
Non-Core Catalog items are defined as tires available in Attachment A1 – Non-Core Catalog. Only approved Original Equipment Manufacturers (OEMs) are offered as Non-Core Catalog Items.

Original Equipment tires that came with the vehicle may be purchased for the life of the vehicle. If the Contractor does not supply the original tires, then a selection from the non-core catalog items listed above shall be made.

**NOTE: Non-Core is not available for the Pursuit Category.**

**8. SPECIFICATIONS**

All products listed on Attachment A - Contract Pricing, conform to Attachment B - Bid Specification Number 2610-6213, dated 9/27/2022.

**9. CUSTOMER SERVICE**

Contractor will provide office and personnel resources for responding to requests, including telephone and email coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).

Contact	Phone	Email
John Hulsey Aaron Miguel	(707) 402-7788	<a href="mailto:ihulsey@eastbaytire.com">ihulsey@eastbaytire.com</a> <a href="mailto:amiguel@eastbaytire.com">amiguel@eastbaytire.com</a>

**10. PRODUCT SUBSTITUTIONS**

Products must be available for the entire contract term. If, during the contract term, specific contract line items are no longer available, Contractor may propose substitute product that either meets or exceeds the minimum requirements. Product substitution shall be in accordance with the General Provisions (rev 6/21/2022), Article 16 entitled “Substitutions”.

**11. PRICE DECLINES**

The Contractor shall immediately notify the State Contract Administrator of all manufacturer’s price declines and ordering agencies shall receive full benefit of such declines.

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## 12. PURCHASE EXECUTION

### A. State Departments

#### 1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](#) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

#### 2) FISCAL Purchase Documents

State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

#### 3) Blanket Orders

The use of blanket purchase orders against this statewide contract is allowed. Ordering agencies issuing blanket purchase orders must adhere to the following guidelines:

- a) If the purchase crosses into a different Fiscal Year (FY); the ordering entity must warrant they have budget authority for the expenditure.
- b) The order is only used for items on the contract.
- c) The order does not exceed the contract period.
- d) All orders placed against the blanket purchase order must be in writing.
- e) When funds are exhausted a new order is issued.

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f) The order is issued only to one contract supplier.

**B. Local Governmental Agencies**

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

**13. MINIMUM ORDER**

The minimum order for all tires, except Pursuit, shall be one (1) tire. Pursuit tires shall be purchased in Bulk only, as described below. Less than Bulk may be purchased in an emergency scenario.

Bulk is defined as three (3) or more tires that are being shipped to an ordering agency, with no labor from Contractor.

**14. ORDERING PROCEDURE**

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

For drop-in purchases, State ordering agencies must contact the OFAM Inspector in their territory for approval before purchasing. Once direction has been obtained by the State ordering agency, the Contractor will contact the local OFAM Inspector for an authorization number (if applicable). Drop-in purchasers should confirm that the appropriate tires are in stock before visiting the Contractor.

The Contractor’s Order Placement Information is as follows:

<b>ORDER PLACEMENT INFORMATION</b>			
<b>U.S. Mail</b>	<b>Drop-In Locations</b>	<b>Phone</b>	<b>Email</b>
East Bay Tire 2200 Huntington Dr. #C Fairfield, CA 94553	<b>SEE BELOW</b>	Phone: (707) 402-7788 Fax: (707) 437-4800	<a href="mailto:scontract@eastbaytire.com">scontract@eastbaytire.com</a>

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**PLEASE REFER TO ATTACHMENT D – TERRITORY MAP**

<b>Territory/ Group</b>	<b>City</b>	<b>Address</b>	<b>Phone</b>
1 Group 3	East Bay Tire/Benicia	4901 Park Rd.	(707) 402-7788
1 Group 3	Belford Parker Tire/Cloverdale	465 S. Cloverdale Blvd.	(707) 402-7788
1 Group 3	Del Norte Tire/Crescent City	850 Northcrest Dr.	(707) 402-7788
1 Group 3	Hummel Tire/Fortuna	260 S. Fortuna Blvd.	(707) 402-7788
1 Group 3	McLea's Tire Inc./Santa Rosa	800 Piner Rd.	(707) 402-7788
1 Group 3	McLea's Tire Inc./Sonoma	19285 Sonoma Hwy	(707) 402-7788
2 Group 1,3	Valley Tire Service/Redding	2701 S. Market St.	(707) 402-7788
2 Group 1,3	Lassen Tire/Susanville	2955 Johnstonville Rd.	(707) 402-7788
3 Group 3	Sierra Nevada Tire & Wheel/Placerville	659 Main St.	(707) 402-7788
4 Group 3	East Bay Tire/Sacramento	180 Harris Ave.	(707) 402-7788
4 Group 3	Superior Tire/Colusa	247 Bridge St.	(707) 402-7788
5 Group 2,3	East Bay Tire/Benicia	4961 Park Rd.	(707) 402-7788
5 Group 2,3	East Bay Tire/Fairfield	2200 Huntington Dr #C	(707) 402-7788
5 Group 2,3	East Bay Tire/Pittsburg	545 Bliss Ave.	(707) 402-7788
5 Group 2,3	East Bay Tire / San Rafael	773 Lincoln Ave	(707) 402-7788
6 Group 3	East Bay Tire/Stockton	2807 CA 99 W. Frontage Rd.	(707) 402-7788
6 Group 3	Jackson Tire/Jackson	801 S. Hwy 49	(707) 402-7788
7 Group 3	Balswick's Tire/Turlock	417 N. Golden State Blvd.	(707) 402-7788
8 Group 2,3	East Bay Tire/King City	Mobile Only (Service)	(707) 402-7788
8 Group 2,3	East Bay Tire/Salinas	330 Griffin St.	(707) 402-7788

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8 Group 2,3	East Bay Tire/San Jose	615 Dado St.	(707) 402-7788
8 Group 2,3	Rossi Bros. Tire Service/Hollister	90 San Felipe Rd.	(707) 402-7788
9 Group 1,3	East Bay Tire/Fresno	2955 S. Orange Ave #101	(707) 402-7788
9 Group 1,3	Billingsley Tire Service/Corcoran	702 Otis Ave.	(707) 402-7788
9 Group 1,3	Billingsley Tire Service/Coalinga	301 E. Forest Ave.	(707) 402-7788
9 Group 1,3	Billingsley Tire Service/Lemoore	6 West D St.	(707) 402-7788
10 Group 3	Smith & Son Tire/Bakersfield	6701 Rosedale Hwy.	(707) 402-7788
11 Group 3	Billingsley Tire Service/Coalinga	301 E. Forest Ave.	(707) 402-7788
11 Group 3	Billingsley Tire Service/Lemoore	6 West D St.	(707) 402-7788
11 Group 3	Sousa Tire Service/Santa Maria	230 E. Clark Ave.	(707) 402-7788
12 Group 3	Direct Tire/N. Hollywood	7227 Lankershim Blvd.	(707) 402-7788
12 Group 3	Luis Tire Service/Oxnard	2230 Statham Blvd.	(707) 402-7788
12 Group 3	Valley Commercial Tires/Sun Valley	11355 Goss St.	(707) 402-7788
13 Group 3	Direct Tire/N. Hollywood	7227 Lankershim Blvd.	(707) 402-7788
14 Group 3	H & M Tire Service/Chino Hills	15416 Country Club Dr.	(707) 402-7788
14 Group 3	Precision Truck Tire Service	1955 Sampson Ave.	(707) 402-7788
14 Group 3	F & H Tire/Pomona	540 E. Holt Ave.	(707) 402-7788
15 Group 3	Precision Truck Tire Service	1955 Sampson Ave.	(707) 402-7788
16 Group 3	C K Tire Service / Anaheim	852 S. Mancos Pl.	(707) 402-7788
17 Group 3	R M Tires/El Centro	393 E. Evan Hewes Hwy.	(707) 402-7788
17 Group 3	Baja Desert Tire/Holtville	204 W. 5th St.	(707) 402-7788
17 Group 3	USA Mobile Tire Service/San Diego	9220 Dowdy Dr. #D	(707) 402-7788

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When using any of the ordering methods specified above, all State departments must conform to proper State procedures. All drop-in locations are for use only with the Group Tire awarded for the territory.

**15. ORDER ACCEPTANCE**

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items or items outside the scope of the contract
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the State Contract Administrator.

**16. ORDER ACKNOWLEDGEMENT CONFIRMATION**

The Contractor will provide ordering agencies with an email or facsimile order acknowledgement confirmation within two (2) working days of receipt of purchase document. The Order Acknowledgement Confirmation shall include the following information:

- Contractor's Order Number
- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Total Cost
- Anticipated Delivery Date
- Identification of any Out of Stock/Discontinued Items

**17. OUT OF STOCK REMEDY**

Upon receipt of an order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request a back order
- Cancel the item from the order with no penalty
- Purchase a non-core tire

The Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

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**18. DISCONTINUED ITEM REMEDY**

Upon receipt of an order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Section 10, Product Substitutions)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

**19. DELIVERY SCHEDULES**

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Deliveries are to be made in Territories 2 and 9 (Group 1 Tires), Territories 5 and 8 (group 2 Tires), and Territories 1 through 17 (Group 3 Tires) as defined by Attachment D – Territory Map, to the location specified on the individual purchase order, which may include, but not limited to inside buildings, material yards, and receiving docks.

B. Schedule

Delivery of ordered product shall be completed in full within thirty (30) calendar days after receipt of an order (ARO), unless otherwise agreed to by the ordering agency. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each ordering agency for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

The Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PT.

C. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.



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Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

**20. FREE ON BOARD (F.O.B.) DESTINATION**

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

**21. SHIPPED ORDERS**

All shipments must comply with Non-IT General Provisions (rev 6/21/2022, Article 12 entitled "Packing and Shipment").

**22. PACKING SLIP**

Packing slip requirements shall be in accordance with the General Provisions (rev 6/21/2022), Article 12 entitled "Packing and Shipment".

**23. SAFETY DATA SHEET**

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

**24. INSPECTION AND ACCEPTANCE**

In accordance with the Non-It General Provisions (rev 6/21/2022), Article 17 entitled "Inspection, Acceptance, and Rejection", unless otherwise noted in the ordering agency's SOW, rejection of deliverables must be processed within thirty (30) days of delivery, or it shall be deemed as accepted by the State.

**25. CONTRACT ADMINISTRATION**

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

<b>Administrator Information</b>	<b>DGS-PD</b>	<b>East Bay Tire</b>
<b>Contact Name:</b>	Tara Gill	John Hulsey
<b>Telephone:</b>	(279) 799-4204	(707) 402-7788
<b>Facsimile:</b>		(707) 437-4800
<b>Email:</b>	<a href="mailto:Tara.Gill@dgs.ca.gov">Tara.Gill@dgs.ca.gov</a>	<a href="mailto:jhulsey@eastbaytire.com">jhulsey@eastbaytire.com</a>

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<b>Address:</b>	DGS/Procurement Division Attn: Tara Gill 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605	East Bay Tire Attn: John Hulsey 2200 Huntington Dr. #C Fairfield, CA 94553
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**26. RETURN POLICY**

The Contractor will accept all products for return at no cost to the ordering agency within thirty (30) calendar days of delivery and refund the customer in full.

**27. INVOICING**

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

**28. PAYMENT**

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Purchasing Authority Purchase Order (Std. 65) in accordance with Section 12, Purchase Execution, and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State departments from adhering to all procurement laws, regulations,

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policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1 and Volume 2. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

**C. State Financial Marketplace**

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

**D. Payee Data Record**

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

**29. CAL-CARD INVOICING**

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Section 27, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder. The total invoice amount for each CAL-Card order must reflect a zero (0) balance due or credit, if applicable, and state "paid by CAL-Card".

This website contains additional information regarding [DGS-PD's CAL-Card program](#).

**30. CALIFORNIA SELLER'S PERMIT**

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov). State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

<b>Contractor Name</b>	<b>Seller Permit #</b>
East Bay Tire	21-718770

**31. WARRANTY**

Warranty requirements shall be in accordance the Non-It General Provisions (rev 6/21/22), Article 19 entitled "Warranty".

### 32. RECYCLED CONTENT

There is no recycled content associated with this contract.

### 33. SB/DVBE PARTICIPATION

The Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certifications and percentages for the Contractor and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at the following website:

[www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

Name	Prime or Subcontractor	OSDS Certification #	SB Percent (%)	DVBE Percent (%)
Hummel Tire	Subcontractor	30512	Variable	N/A
Redding Valley Tire	Subcontractor	26266	Variable	N/A

State departments must identify subcontractors on individual purchase documents whenever subcontractors are used.

Participation levels on individual orders dealing with the Subcontractors listed above will vary. Ordering agencies must verify the participation amount with the Contractor. The exact participation percentage levels for each purchase order will be determined on an order-by-order basis in cooperation with the Contractor prior to submittal of a Purchasing Authority Purchase Order (STD 65).

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications and CUF during the solicitation evaluation process. As a result, when executing purchase documents pursuant to this contract it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of a Bidder Declaration document or perform additional CUF analysis. The department should make a notation of this within their procurement file.

Any irregularities or concerns regarding prime or SB/DVBE sub-contractor responsibilities are to be immediately documented and reported to the State Contract Administrator for further investigation. Information provided to the State Contract Administrator includes, but is not limited to:

- Copy of executed purchase document
- Value-added service description
- Work performance issue or concern
- State department contact name, email, and phone number

State departments may request from the Contractor a monthly report providing the SB/DVBE participation levels on purchase orders.

### 34. **\*VETTED FORMS/CERTIFICATIONS**

***The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary***

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**for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:**

- **GenAI Disclosure & Factsheet (STD 1000)**
- **Bidder Declaration Form (GSPD 05-105)**
- **DVBE Declaration Form (DGS-PD 843)**
- **Darfur Contracting Act Form**
- **California Civil Rights Certification Form**
- **Iran Contracting Act Certification**
- **Russian Sanctions Agreement**
- **Federal Debarment**

**State departments should make a notation of this within their procurement file.**

**Any irregularities or concerns regarding prime or SB/DVBE sub-contractor responsibilities are to be immediately documented and reported to the State Contract Administrator for further investigation. Information provided to the State Contract Administrator includes, but is not limited to:**

- **Copy of executed purchase document**
- **Value-added service description**
- **Work performance issue or concern**
- **State department contact name, email, and phone number.\***

### **35. TAKE BACK**

#### Group 1 and Group 2 Tires

For bulk orders the Contractor offers a take back program of one (1) tire for each tire sold. The pick-up schedule will be negotiated with the department. There will not be an additional fee for this service. Tire collection shall be at time of delivery of new tires or within thirty (30) calendar days of an agency's written notification.

When a vehicle drops in for tires, the Contractor will take back one (1) tire for each tire sold at no additional cost.

#### Group 3 Tires

For bulk orders and vehicle drop in, the Contractor offers a take back program. The pick-up schedule will be negotiated with the department. Please refer to Attachment A – Contract Pricing for costs. Tire collection shall be at time of delivery of new tires or within thirty (30) calendar days of an agency's written notification.

The Take Back Program shall be in accordance with all applicable laws and regulations. More information can be found at [Waste Tire Generator Requirements](#).

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**36. ATTACHMENTS**

- Attachment A – Contract Pricing
- Attachment A1 – Non-Core Catalog
- Attachment B – Specification 2610-6213
- Attachment C – Contract Master List
- Attachment D – Territory Map