



**COUNTY OF EL DORADO  
Procurement & Contracts**

ATTN: Purchasing Agent  
330 Fair Lane  
Placerville, CA 95667

**INVITATION TO BID #21-863-033**

**DUE: 3:00 PM – April 19, 2021**

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

**“BID #21-863-033 – DO NOT OPEN”**

(B)

**ALL BIDS SUBJECT TO GENERAL TERMS AND CONDITIONS**

**FLEET TIRES - AUTOMOTIVE, LIGHT TRUCK, AND MISCELLANEOUS TIRES,  
AND TIRE STUDDING SERVICES**

**General:** The El Dorado County Procurement & Contracts Division is requesting bids for the purchase of automotive, light truck, and miscellaneous tires and tire studding services for El Dorado County Fleet. Purchases will be made on an “as requested” basis during the awarded thirty-six (36-month) month period. The annual allocated budget for Fleet tires and tire studding services is \$150,000.00; the County makes no guarantee as to the total amount to be purchased during the awarded period.

As directed by the County, tires purchased will be delivered to the Fleet Yard located at 2443 Headington Road, Placerville, CA, where the tires will be mounted by the County, or delivered to Five Star Automotive for mounting, located at 2119 Ruth Avenue, South Lake Tahoe, CA.

The bid may be awarded by Category (“A” through “G”) to the lowest responsible and responsive bidder(s).

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

**ALL BIDS SHALL BE QUOTED FREIGHT PREPAID FOB DESTINATION**

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

ELDOB ENTERPRISES LLC  
DBA SIERRA NEVADA TIRE AND WHEEL

Firm Name

659 MAIN STREET

Mailing Address

PLACERVILLE CA 95667

City

State

Zip

530-622-4714

Phone

Signature of Authorized Agent

WILLIAM G. BODLE, OWNER

Print Name & Title of Authorized Agent

04/01/2021

Date

530-622-5345

Fax

GEOFF@SIERRANEVADATIRE.COM

E-Mail Address

Bid results available at <https://edcapps.edcgov.us/contracts/bidresults.asp>

**Bid Preparation / Submittal Checklist**

- All required bidder information on Page one (1) of the Invitation to Bid is completed and has the original signature of an authorized agent.
- Note that erasures, overwrites and the use of correction tape or fluid are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.
- Any categories bid on the Quotation Schedule, Pages twelve (12) through twenty-one (21), are bid 100% complete if **marked "X" mandatory**.
- Note any exceptions to bid on Page twenty-two (22)
- Note any prompt payment discounts available on the Quotation Schedule, Page twenty-three (23).
- Indicate delivery lead times on the Quotation Schedule, Page twenty-three (23).
- A valid California Seller's Permit number is entered on Page seven (7).
- All requirements of Invitation to Bid have been met.
- Local Vendor Preference Affidavit of Eligibility form submitted with bid; link to form information available on Page nine (9).

## **General Terms and Conditions**

### *Instructions to Bidders:*

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

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

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

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

*Brands:*

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

*Guarantees:*

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

*Taxes:*

- (1) Bidders shall NOT include Federal Excise Taxes. An exemption certificate will be furnished to the successful bidder upon request.
- (2) Applicable taxes and fees will be added when the purchase order is issued.

*Samples:*

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

*Bonds:*

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

*Award:*

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

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**Requirements:** All requirements contained in this Invitation to Bid must be met at the time of the bid response or during the awarded period as applicable. Failure to comply may result in early termination and awarded to the next lowest bidder.

1. Except where specified, bidders may quote any brand. Bidders are required to quote a quantity of one (1) for all (100%) of those items where an "X" appears in that column marked "X = Mandatory" and at least 90% of the items where no "X" appears in that column. Product code is required for all tires bid.
2. Awarded vendor shall keep in stock a sufficient number of tires that are regularly purchased in order to meet the County's average usage.
3. Emergency orders **must** be delivered within four (4) hours of order, and stock orders must be delivered within four (4) working days.
4. Pick up and disposal of old tires is required weekly by the awarded vendor.
5. Awarded bidder must be registered and maintain a current permit with the State of California Department of Resources, Recycling and Recovery Tire Program. A valid copy of the permit will be required before any blanket purchase orders will be issued to the awarded vendor(s).
6. The County will have the option to purchase additional tires not specified in the Quotation Schedule. Bidders must provide a written quote for tires not listed on the quotations schedule for these purchases.
7. Product codes **must** appear on all invoices submitted for payment by the awarded vendor.
8. All Government mandated fees and taxes must be provided on Quotation Schedule, Page twenty-one (21).
9. Bidders taking an exception to any of the tires listed on the Quotation Schedule must make the notation on the "Exceptions to Tire Bid Specifications" form on Page twenty (20). The notation must clearly explain why the deviation was made from the tire bid specification. Bidders not complying will not be considered in the evaluation and award process.
10. Awarded bidder must comply with the attached Exhibit "B", General Insurance Requirements (September 2012), prior to issuance of a purchase order contract, Pages twenty-seven (27) and twenty-eight (28).
11. If a tire(s) on the Quotation Schedule has/have been discontinued by the manufacturer, bidders must complete the "Exceptions to Tire Bid Specifications" form on Page twenty-two (22), and provide a tire that is of equal quality and meets or exceeds the specifications. Please note: bidders may not randomly change the tire make/model number, but can substitute only when the model has been discontinued by the manufacturer. All substitutions shall be accepted at the sole discretion of the County.
12. The awarded vendor will be required to provide a quarterly utilization report that provides the quantity and type of all products sold to the County under this bid. The report shall be in Microsoft Excel format, or in a format approved by the Purchasing Agent.

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**Specifications:** The following specifications are the County's requirements for pneumatic tires to purchase for automobiles, light trucks, and miscellaneous equipment.

1. All tires supplied by the awarded vendor must be the brand and product number quoted in this Invitation to Bid. No private or "house" brands will be accepted.
2. Tread design for all tires shall be engineered to give maximum wear with acceptable skid resistance, stopping ability, and noise level.
3. Tires may be blackwall or whitewall (including stripes or raised letters) at the option of the vendor; however, whitewall tires must be capable of being mounted with the whitewall "in" (toward the longitudinal centerline of the vehicle) without degrading the performance of the tire.
4. Lateral or radial run-out for light truck tires shall not require more than twelve (12) ounces of weight per tire to be in true balance.
5. Tire types:
  - a. Radial light truck tires shall be of tubeless design having a minimum of two (2) full radial plies in the tread area and sidewall plus a minimum of two (2) belts under the tread.
  - b. All tires shall be All Season Radial Passenger Vehicle and Light Truck tires shall be rated as Mud and Snow and have "M+S" markings on the sidewall of the tire. Snow Tread tires specifically shall meet the standards and ratings to be marked with the "Snowflake Three-Peak Mountain" designation on the tires sidewall.
6. Warranty claims administration shall be the responsibility of the awarded vendor. All tires supplied must be covered by manufacturer's workmanship and materials standard warranties.

**Delivery:** Product shall be delivered freight prepaid and add, on ground or inside delivery, to the following locations as required; **Freight to be quoted prior to order delivery or provide copy of delivery invoice.**

Department of Transportation  
2443 Heading Road  
Placerville, CA 95667

or Five Star Automotive  
2119 Ruth Avenue  
South Lake Tahoe, CA 96150

**California Sales & Use Tax Requirement:** Any bidders located outside of the State of California selling goods to the County must possess a valid and current California Seller's Permit at the time of bidding and maintain such permit in good standing throughout the awarded period.

Provide California Seller's Permit Number: SRKH 102-291492

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Compliance:** Late, incomplete, incorrect deliveries, or excessive back orders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery time frames, or inaccurate or erroneous invoices (as determined by the Purchasing Agent) may be cause for the County to cancel the balance of the awarded purchase order contract and award will be made to the next lowest bidder. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

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

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

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**El Dorado County Website Requirements:** 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, 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:

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

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

**Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

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

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

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

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

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

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

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

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

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

Bids must be submitted in a sealed container or envelope clearly marked on the outside:

**"BID # 21-863-033 – DO NOT OPEN"**

Bids will be accepted Monday through Friday from 8:00 a.m. to 5:00 p.m. Bids must be received in the Procurement & Contracts Division by **3:00 p.m., April 19, 2021:**

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

It is the responsibility of the bidder to ensure that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline date and time. Bids received beyond the bid opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement & Contracts Division will serve as the official time clock.

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

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

**QUOTATION SCHEDULE**

**Category "A": New Tires (Highway Tread "P" Rated Passenger)  
(Do Not Include Mount & Balance)**

Bid #	Tire Size	"X"= Mandatory Bid Item	Tire Brand	Product Code	Cost per Tire (each)
1	P205/75R15	X	Cooper Trendsetter	900008029	\$ 82.36
2	P205/75R15	X	Hercules Roadtour	5015	\$ 75.85
3	P205/75R15		Ironman	94034	\$ 80.91
4	P205/75R15		Equivalent: MASTERCRAFT ASST	90000008044	\$ 81.00
5	P215/75R15	X	Firestone Destination LE-II	140310	\$ 125.55
6	P215/75R15		Hercules 455	5020	\$ 74.23
7	P215/75R15		Equivalent: COOPER TREND- SETTER	90000006030	\$ 84.59
8	P225/70R15	X	Cooper Cobra	90000002531	\$ 138.06
9	P225/70R15		Ironman	91176	\$ 89.95
10	P225/70R15		Equivalent: TOYOEXTENSASST	148280	\$ 92.98
11	P225/75R15	X	Ironman	94038	\$ 89.22
12	P225/75R15		Equivalent: TOYOEXTENSAS	148230	\$ 92.50
13	P235/70R16	X	Firestone Destination LE-II	97759	\$ 115.81
14	P235/70R16		Hercules HTS REFER TO PG 22	91595	\$
15	P235/70R16		Equivalent: HERCULESHTP	98180	\$ 98.97
16	P215/55R16	X	Hercules REFER TO PG 22	7125	\$
17	P215/55R16		Mastercraft	90000034749	\$ 87.74
18	P215/55R16		Equivalent: IRONMAN	93001	\$ 79.00
19	P215/60R16	X	Bridgestone Ecopia	5985	\$ 121.75
20	P215/60R16	X	Kelly Edge A/S	356125026	\$ 91.00
21	P215/60R16		Ironman	92604	\$ 107.00
22	P215/60R16		Equivalent: LEMANS	356125044	\$ 70.00
23	P215/70R16	X	Firestone Destination LE-II	97725	\$ 99.57
24	P215/70R16		Mastercraft	90000034550	\$ 84.00
25	P215/70R16		Equivalent: LEMANS	356658044	\$ 84.00
26	P225/60R16	X	Goodyear Eagle RSA	732354500	\$ 102.00
27	P225/60R16		Ironman	93005	\$ 73.00
28	P225/60R16		Equivalent: IRONMAN	92605	\$ 75.00

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

**Category "A": New Tires (Highway Tread "P" Rated Passenger)  
(Do Not Include Mount & Balance) – Continued:**

Bid #	Tire Size	"X"= Mandatory Bid Item	Tire Brand	Product Code	Cost per Tire (each)
29	P235/65R16	X	Cooper Discoverer HT-3	9000026351	\$ 193.00
30	P235/65R16		Ironman	92610	\$ 97.00
31	P235/65R16		Equivalent: MASTERCRAFT	9000034451	\$ 92.74
32	P235/70R16	X	Firestone Destination LE-II	97759	\$ 115.81
33	P235/70R16		Hercules REFER TO PG 22	91595	\$
34	P235/70R16		Equivalent: HERCULES	98180	\$ 103.00
35	P245/75/R16	X	Firestone Destination LE-II	97657	\$ 154.08
36	P245/75R16		Hercules REFER TO PG 22	91603	\$
37	P245/75/R16		Equivalent: IRONMAN	95686	\$ 122.00
38	P255/70R16	X	Firestone Destination LE-II REFER TO PG 22	97844	\$
39	P255/70R16	X	Cooper Discoverer AT-3	9000032681	\$ 163.00
40	P255/70R16		Ironman	91186	\$ 121.00
41	P255/70R16		Equivalent: HERCULES HPT	98189	\$ 114.00
42	P215/50R17XL	X	Firestone Champion Fuel Fighter	15471	\$ 115.12
43	P215/50R17XL		Hercules	5180	\$ 94.00
44	P215/50R17XL		Equivalent: IRONMAN	93012	\$ 85.00
45	P225/60R17	X	Firestone Champion Fuel Fighter	15284	\$ 95.68
46	P225/60R17		Hercules	5240	\$ 97.00
47	P225/60R17		Equivalent: IRONMAN GR906	96612	\$ 88.00
48	P225/65/R17	X	Kelly Edge A/S	356674026	\$ 108.00
49	P225/65R17		Mastercraft	9000034652	\$ 93.00
50	P225/65/R17		Equivalent: IRONMAN	91877	\$ 93.00
51	P225/50R17	X	Firestone Firehawk	1417	\$ 128.99
52	P225/50R17	X	Cooper	9000032536	\$ 120.00
53	P225/50R17		Hercules	5220	\$ 87.00
54	P225/50R17		Equivalent: IRONMAN	93013	\$ 84.00
55	P235/60R17	X	BF Goodrich Advantage TA	24390	\$ 93.60
56	P235/60R17		Mastercraft	9000034653	\$ 103.00
57	P235/60R17		Equivalent: HERCULES 455	01560	\$ 99.00

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

**Category "A": New Tires (Highway Tread "P" Rated Passenger)**  
**(Do Not Include Mount & Balance) – Continued:**

Bid #	Tire Size	"X"= Mandatory Bid Item	Tire Brand	Product Code	Cost per Tire (each)
58	P235/75R17	X	Cooper Discoverer AT-3	9000032696	\$ 180.00
59	P235/75R17		Goodyear	183539418	\$ 134.52
60	P235/75R17		Equivalent: SAILUN TERRAMA	5544063	\$ 140.84
61	P245/65R17	X	Goodyear Wrangler HL	151284203	\$ 88.72
62	P245/65R17		Mastercraft	9000034571	\$ 110.00
63	P245/65R17		Equivalent: HERCULES	98184	\$ 115.00
64	P245/70R17	X	Cooper Discoverer AT-3	9000032692	\$ 180.00
65	P245/70R17		Hercules REFER TO PG 22	91596	\$
66	P245/70R17		Equivalent: HERCULES	98186	\$ 120.00
67	P265/70/R17	X	Cooper Discoverer AT-3	9000032694	\$ 200.00
68	P265/70R17		Ironman	91188	\$ 130.00
69	P265/70/R17		Equivalent: IRONMAN	91617	\$ 120.00
70	P255/60R18	X	Cooper Ultra Touring REFER TO PG 22		\$
71	P255/60R18		Nexen	14391NXK	\$ 149.95
72	P255/60R18		Equivalent: UNIROYAL A/S	18563	\$ 175.00
73	P235/55R18	X	Goodyear Assurance Fuel Max	755339383	\$ 131.47
74	P235/55R18		Ironman	96590	\$ 115.00
75	P235/55R18		Equivalent: HERCULES	05265	\$ 107.00
76	P245/60R18	X	Firestone Destination LE-II	17970	\$ 113.90
77	P245/60R18		Ironman	96952	\$ 118.00
78	P245/60R18		Equivalent: MASTER CRAFT	90000035466	\$ 135.00
79	P255/65R18	X	Bridgestone Blizzak	16610	\$ 204.32
80	P255/65R18		Ironman	96593	\$ 136.00
81	P255/65R18		Equivalent: HERCULES	98188	\$ 143.78
82	P255/65R18	X	Goodyear	157088622	\$ 140.75
83	P255/65R18		Ironman	96593	\$ 136.00
84	P255/65R18		Equivalent: MASTER CRAFT	90000035509	\$ 140.00
85	P265/65R18	X	Bridgestone Blizzak	16236	\$ 212.84
86	P265/65R18		Ironman	93216	\$ 155.40
87	P265/65R18		Equivalent: MASTER CRAFT	90000035510	\$ 135.00

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

**Category "A": New Tires (Highway Tread "P" Rated Passenger)**  
**(Do Not Include Mount & Balance) – Continued:**

Bid #	Tire Size	"X"= Mandatory Bid Item	Tire Brand	Product Code	Cost per Tire (each)
88	P265/65R18	X	Goodyear	157051622	\$ 114.43
89	P265/65R18		Goodyear	157051620	\$ 119.76
90	P265/65R18		Equivalent: MASTERCRAFT	9000003510	\$ 135.00

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

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**Category "B": New Tires (Highway Tread Heavy-Duty "LT" Rated Light Truck)**  
**(Do Not Include Mount & Balance)**

Bid #	Tire Size	"X"= Mandatory Bid Item	Tire Brand	Product Code	Cost per Tire (each)
91	LT225/75R16	X	Firestone Destination LE-II REFER TO PG 22		\$
92	LT225/75R16		Ironman	91206	\$ 132.00
93	LT225/75R16		Equivalent: MASTERCRAFT	90000035613	\$ 120.00
94	LT235/85R16	X	Goodyear Duratrac	312036142	\$ 158.71
95	LT235/85R16	X	Cooper HT-3	900008300	\$ 175.00
96	LT235/85R16		Ironman	93704	\$ 130.00
97	LT235/85R16		Equivalent:	90000035576	\$ 129.00
98	LT245/75R16	X	Cooper Discoverer AT-3	9000032577	\$ 140.00
99	LT245/75R16		Hercules REFER TO PG 22	91586	\$
100	LT245/75R16		Equivalent: IRONMAN	93706	\$ 126.00
101	LT265/75R16	X	Cooper Discoverer AT-3	9000032578	\$ 208.00
102	LT265/75R16	X	Goodyear Duratrac	312034142	\$ 157.99
103	LT265/75R16		Hercules REFER TO PG 22	91592	\$
104	LT265/75R16		Equivalent: HERCULES	88362	\$ 172.00
105	LT245/70R17	X	Cooper Discoverer AT-3	9000032594	\$ 205.00
106	LT245/70R17		Ironman	93705	\$ 128.00
107	LT245/70R17		Equivalent: IRONMAN	93221	\$ 150.00
108	LT245/75R17	X	Goodyear Wrangler	742104681	\$ 132.93
109	LT245/75R17		Ironman	93707	\$ 145.00
110	LT245/75R17		Equivalent: MASTERCRAFT	90000035619	\$ 140.00
111	LT245/75R17	X	Goodyear Duratrac	312023027	\$ 174.26
112	LT245/75R17		Equivalent: IRONMAN	92620	\$ 160.00
113	LT265/70R17	X	Goodyear Wrangler	741042680	\$ 110.34
114	LT265/70R17	X	Goodyear Duratrack	312014142	\$ 183.63
115	LT265/70R17		Cooper Discoverer AT-3	9000032595	\$ 230.00
116	LT265/70R17		Goodyear	183106436	\$ 110.74
117	LT265/70R17		Equivalent: MASTERCRAFT	90000035577	\$ 146.15
118	LT265/70R18	X	Goodyear Duratrack REFER TO PG 22		\$
119	LT265/70R18		Ironman	96598	\$ 185.00
120	LT265/70R18		Equivalent: MASTERCRAFT	90000035582	170.00

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



**Category "C": New Tires (Highway Aggressive Tread Mud & Snow A/T, M/T & Trailer ST)  
(Do Not Include Mount & Balance)**

Bid #	Tire Size	"X"= Mandatory Bid Item	Tire Brand	Product Code	Cost per Tire (each)
121	P235/75R15	X	Goodyear Wrangler	22795698918	\$
122	P235/75R15		Hercules 455	5025	\$ 82.00
123	P235/75R15		Equivalent: MASTERCRAFT	90000008040	\$ 86.00
124	LT235/75R15	X	Goodyear Duratrack	312008027	\$ 140.09
125	LT235/75R15		Hercules REFER TO PG 22	4130	\$
126	LT235/75R15		Equivalent: MASTERCRAFT	90000036572	\$ 115.00
127	LT235/75R16	X	Cooper Discoverer AT-3 REFER TO PG 22		\$
128	LT235/75R16		Equivalent: REFER TO PG 22		\$
129	LT235/85R16	X	Cooper Discoverer AT-3	9000032592	\$ 185.00
130	LT235/85R16	X	Ironman All Country	93220	\$ 110.00
131	LT235/85R16		Hercules	91589	\$ 140.00
132	LT235/85R16		Equivalent: MASTERCRAFT	90000037512	\$ 160.00
133	P235/70R16	X	Cooper Discoverer	9000035678	\$ 140.00
134	P235/70R16		Ironman	91195	\$ 125.00
135	P235/70R16		Equivalent: COOPER	90000029398	\$ 125.00
136	P245/70R16	X	Cooper Discoverer AT-3	9000032680	\$ 155.00
137	P245/70R16		Ironman	91197	\$ 125.00
138	P245/70R16		Equivalent: HERCULES	98185	\$ 108.00
139	LT245/75R16	X	Cooper Discoverer AT-3	9000032577	\$ 198.00
140	LT245/75R16		Ironman	91208	\$ 138.00
141	LT245/75R16		Equivalent: HERCULES	09279	\$ 150.00
142	P235/75R17	X	Cooper Discoverer AT-3	9000032696	\$ 180.00
143	P235/75R17		Goodyear	758089572	\$ 128.29
144	P235/75R17		Equivalent: FIRESTONE	014315	\$ 113.47
145	P245/65R17	X	Goodyear	151284203	\$ 88.72
146	P245/65R17		Mastercraft	9000034571	\$ 110.00
147	P245/65R17		Equivalent: MASTERCRAFT	90000005711	\$ 140.00
148	LT245/75R17	X	Cooper Discoverer AT-3	9000032600	\$ 240.00
149	LT245/75R17		Ironman	93222	\$ 155.00
150	LT245/75R17		Equivalent: IRONMAN	92620	\$ 166.60

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

**Category "C": New Tires (Highway Aggressive Tread Mud & Snow A/T, M/T & Trailer ST)  
(Do Not Include Mount & Balance) – Continued:**

Bid #	Tire Size	"X"= Mandatory Bid Item	Tire Brand	Product Code	Cost per Tire (each)
151	P265/70R17	X	Cooper Discoverer AT-3	9000032694	\$ 200.00
152	P265/70R17		Ironman	91202	\$ 150.00
153	P265/70R17		Equivalent: MASTERCRAFT	90000038256	\$ 144.00
154	ST205/75R15	X	Hercules Power STR	94753	\$ 83.50
155	ST205/75R15		Freedom Hauler REFER TO Pg 22	FHST05	\$
156	ST205/75R15		Equivalent: CARLISLE	6H04581	\$ 74.50
157	ST225/75R15	X	Hercules Power STR	94755	\$ 92.95
158	ST225/75R15		Equivalent: CARLISLE	6H04611	\$ 91.39
159	ST235/80R16	X	Hercules Power STR	94756	\$ 114.79
160	ST235/80R16		Equivalent: CARLISLE	6H04631	\$ 115.46
161	ST335/85R16	X	Hercules Power STR REFER TO Pg 22		\$
162	ST335/85R16		Equivalent: REFER TO Pg 22		\$

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

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**CATEGORY D: New Tires (Police Pursuit Specific Speed Rated)**  
**(Do Not Include Mount & Balance)**

Bid #	Tire Size	"X"= Mandatory Bid Item	Tire Brand	Product Code	Cost per Tire (each)
163	P225/60R16	X	Goodyear Eagle RSA	732354500	\$ 102.00
164	P225/60R16	X	Firestone PVS PV41	067911	\$ 95.16
165	P225/60R16		Equivalent: BFG ADVANTAGE	58028	\$ 92.00
166	P235/55R17	X	Goodyear Eagle RSA	732297500	\$ 116.00
167	P235/55R17	X	Firestone PVS	011687	\$ 106.09
168	P235/55R17		Equivalent: COOPER CS5	9000020274	\$ 150.00
169	P265/60R17	X	Goodyear Eagle RSA	732523500	\$ 129.00
170	P265/60R17	X	BF Goodrich Police Pursuit	88590	\$ 116.00
171	P265/60R17	X	General Police Pursuit	1555396000	\$ 185.00
172	P265/60R17	X	Firestone PURSUIT AWT	011691	\$ 123.37
173	P235/45R18	X	Goodyear Eagle RSA	732222500	\$ 100.24
174	P235/45R18	X	Firestone FIREHAWK A/S	004347	\$ 140.31
175	P245/55R18	X	Goodyear Eagle RSA	732026500	\$ 135.00
176	P245/55R18	X	BF Goodrich Police Pursuit	78864	\$ 124.80
177	P245/55R18	X	Firestone Firehawk PURSUIT AWT	000694	\$ 142.22
178	P245/55R18		Equivalent: COOPER RS36-1	9000026303	\$ 150.00

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

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**CATEGORY E: New Tires (Highway Snow Tread Specific Pinned for Studs)**  
**(Do Not Include Mount & Balance)**

Bid #	Tire Size	"X"= Mandatory Bid Item	Tire Brand	Product Code	Cost per Tire (each)
179	P225/75R15	X	Mastercraft Glacier Grip II	REFER TO PG 22	\$
180	P225/75R15		Equivalent:	REFER TO PG 22	\$
181	P225/60R16	X	Firestone Winter Police	098384	\$ 110.81
182	P225/60R16	X	Goodyear Winter Police	147354070	\$ 99.00
183	P235/55R17	X	Firestone Winter Police	077359	\$ 169.34
184	P235/55R17	X	Equivalent: UNIROYAL	29839	\$ 119.95
185	P235/55R17	X	Master Craft	90000030150	\$ 132.60
186	P235/55R17		Cooper Weather Master	REFER TO PG 22	\$
187	P235/55R17		Equivalent: UNIROYAL	29839	\$ 119.95
188	P265/60R17	X	Goodyear RSA	732523500	\$ 129.00
189	P265/60R17	X	Firestone	REFER TO PG 22	\$
190	P265/70R17	X	Goodyear Duratrack	150154601	\$ 152.03
191	P265/70R17	X	MasterCraft	90000038256	\$ 144.14
192	P265/70R17		Firestone	REFER TO PG 22	\$
193	P225/60R18	X	Firestone Winter Police	077376	\$ 125.71
194	P225/60R18		Equivalent: MASTERCRAFT	90000033030	\$ 130.00
195	P265/65R18	X	Goodyear DURATRAC	150644601	\$ 185.22
196	P265/65R18		Equivalent: MASTERCRAFT	90000035884	\$ 165.00

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

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**CATEGORY F: LABOR TO INSTALL TIRE STUDS (INCLUDES DRILLING AND STUDS)**

Bid #	Tire Size	"X"= Mandatory	Unit Price per Tire
197	All 15" through 16"	X	\$ 40.00
198	All 17" through 18"	X	\$ 40.00
199	All 19" through 20"	X	\$ 40.00

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

**CATEGORY G: MANDATED FEES AND TAXES (Other than Sales Tax)**

Bid #	Tire Size	"X"= Mandatory	Unit Price per Tire
200	Tire Fee	X	\$ 175.00
201	Disposal Fee – Passenger Tires	X	\$ 5.00
202	Disposal Fee – Light Truck Tires	X	\$ 5.00
203	Disposal Fee – 19.5" to 20"	X	\$ 5.00
204	Other: 22.5" AND UP		\$ 10.00

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

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EXCEPTIONS TO BID

MOST TIRES ON PAGE 20 THAT ARE SPECIFICALLY  
REQUESTED ARE NOT STUDDABLE. WE PUT TIRES REQUESTED  
PAGE 12 LINE 14 ITEM 91595 IS NO LONGER AVAILABLE  
PAGE 13 LINE 33 ITEM 91595 IS NO LONGER AVAILABLE  
PAGE 13 LINE 38 ITEM 97844 IS NO LONGER AVAILABLE  
PAGE 14 LINE 65 ITEM 91596 IS NO LONGER AVAILABLE  
PAGE 14 LINE 70 COOPER DOES NOT MAKE A 255-60R18 <sup>ULTRA</sup>TOURIN  
PAGE 16 LINE 91 FIRESTONE DOES NOT MAKE A LIGHT TRUCK DEST LE  
PAGE 16 LINE 118 GOODYEAR DOES NOT MAKE LT DURATRAC IN THAT SIZE  
PAGE 17 LINE 121 ITEM 795698918 IS NO LONGER AVAILABLE  
PAGE 17 LINE 125 ITEM 4130 IS NO LONGER AVAILABLE  
PAGE 17 LINES 127 & 128 NO LT SERIES TIRES IN LT 235-75-16  
IN ANY BRAND  
PAGE 18 LINES 162 & 161 COULD NOT FIND ANY BRAND IN 335-85R18  
PAGE 20 LINE 179 MASTERCRAFT GLACIER GRIP II NO LONGER  
AVAILABLE  
PAGE 20 LINE 180 NO STUDDABLE TIRES AVAILABLE IN THAT SIZE  
PAGE 20 LINE 189 FIRESTONE DOES NOT MAKE STUDDABLE  
IN THAT SIZE  
PAGE 20 LINE 192 FIRESTONE DOES NOT MAKE STUDDABLE  
IN THAT SIZE

**Additional Purchases**

**ADDITIONAL PURCHASES – WRITTEN QUOTE REQUIRED**

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

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

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

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

**Prompt Payment Discounts**

**PROMPT PAYMENT DISCOUNT TERMS**

Indicate percentage discount for prompt payment.

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

2 % Discount if paid within 30 days from date invoice is stamped dated in by Department.

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

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

**Delivery**

**DELIVERY**

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

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

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**STATEMENT OF NO RESPONSE**

If Vendor is not submitting a response to this BID, RFP, RFI, RFQ, etc., please complete and return this form to: El Dorado County Procurement and Contracts, 330 Fair Lane, Placerville, CA 95667, or fax to (530) 295-2537. Failure to respond to a BID, RFP, RFI, RFQ, etc., or submit a 'Statement of No Response' three (3) times in succession will result in removal from the County's bidders list.

*Board of Supervisors Procurement Policy C17, Section 8.2:*

*Removal of a vendor from the bidders list may be for:*

- (a) Failure to respond to more than three (3) consecutive formal invitations to bid; or*
- (b) Failure to respond responsibly to more than three (3) notices to bid; or*
- (c) Failure to perform after an award of a bid; or*
- (d) Other reasons that show the bidder to be a non-responsive or non-responsible bidder.*

*The Purchasing Agent must review and approve the removal of a vendor from the bidders list. The Purchasing Agent shall notify the vendor in writing that said vendor has been removed from the bidders list. Vendors removed from the bidders list shall have an opportunity to request reinstatement at any time, and may submit a bid notwithstanding if they have been removed from the list. The request for reinstatement must be submitted to the Purchasing Agent on such forms as provided by the Purchasing Agent.*

Invitation # (BID, RFP, RFI, RFQ, etc.): \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the RFP.
- Our schedule would not permit us to perform.

Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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## Exhibit "A" STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

**18. Inspection, Acceptance, and Returns:** Goods or services shall be subject to County inspection, approval, and acceptance notwithstanding any prior payment for such goods or services. No goods shall be deemed accepted until County has reasonable opportunity to inspect said goods or services. If rejected as nonconforming or defective, County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee, or to request a replacement by a specified date. Substitutions are not permitted except upon specific written authorization of County. Defective product or product under warranty may not always be returned in the original package.

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

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

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

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## EXHIBIT "B" - GENERAL INSURANCE REQUIREMENTS

Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.

In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

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Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

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COUNTY OF EL DORADO
PROCUREMENT & CONTRACTS DIVISION

330 Fair Lane
Placerville, CA 95667
Phone: (530) 621-5830 Fax: (530) 295-2537

LOCAL VENDOR PREFERENCE
AFFIDAVIT OF ELIGIBILITY

Complete all areas below. Incomplete forms may be rejected.

- 1. LEGAL NAME OF FIRM: Mailing Address: ELDOB ENTERPRISES LLC DBA SIERRA NEVADA TIRE AND WHEEL 659 MAIN STREET PLACERVILLE, CA 95667 Physical Address (if different):
2. Year your business was established in El Dorado County: 2013
3. Business License Number issued by El Dorado County, or incorporated City within the County: License Number: 2013-051315 Issued by: EL DORADO COUNTY
4. For transactions which require sales tax, provide the following Reseller information: Reseller Permit Number: SRKH102-291492 Enter the Company Name and Address as it appears on permit: SIERRA NEVADA TIRE AND WHEEL ELDOB ENTERPRISES LLC 659 MAIN STREET PLACERVILLE, CA 95667
5. Does your business have more than one office in the State of California? [X] No
6. Was the local business required to pay business and/or real property tax for the most recent tax year? [X] Yes

Under penalty or 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 County of El Dorado products and services for a period of one (1) year, pursuant to County of El Dorado Board of Supervisors Policy C17, Section 5.7.1.

Authorized Signature: [Signature] Date: 04/14/2021
Printed Name & Title: WILLIAM G. BODLE, OWNER Phone: 530-622-4714

Due to the Covid virus, plant shutdowns, freight cost increases, unstable dollar, etc. I can't promise delivery times, product availability, or cost. I will do my best to honor bid as long as I can. 3 years is a long time to expect pricing to stabilize. During the time it took me to write this bid I got 3 price increase notifications reflecting most all major brands. Once again I will do my best to work with the county, as I have done for years, to keep you informed and give you the best pricing I can. I appreciate your patience and understanding though this unprecedented time. Hopefully things will get back to as close to normal as they can soon.

Geoff Bodle

Sierra Nevada Tire and Wheel