



**COUNTY OF EL DORADO  
Procurement & Contracts**

ATTN: Purchasing Agent  
330 Fair Lane  
Placerville, CA 95667

**INVITATION TO BID #24-0075**

**DUE: 3:00 PM (Pacific) – November 26, 2024**

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

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

**"BID #24-0075– DO NOT OPEN"**

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

**Equipment / Truck Tires, Tubes, Wheels and Related Products and Services**

**East and West Slope**

**General:** The El Dorado County Procurement & Contracts Division is requesting bids for the purchase of various equipment / truck tires, tubes, and related products and services for the East and West Slope of the County. Purchases and related services will be made on an "as requested" basis during the awarded thirty-six (36) month period. Most of the services will be performed at the El Dorado County Department of Transportation (County Yards) located at:

Category I - East Slope: 1121 Shakori Drive, Meyers, CA 96150.

Category II - West Slope: 2441 Headington Road, Placerville, CA 95667

**Exhibits:**

**EXHIBIT "A" - GENERAL INSURANCE REQUIREMENTS (September 2012)**

**EXHIBIT "B" - EQUIPMENT / TRUCK TIRES, TUBES, AND RELATED PRODUCTS AND SERVICES  
GENERAL GUIDELINES**

**EXHIBIT "C" - STANDARD TERMS AND CONDITIONS**

**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**

Print Name & Title of Authorized Agent

**11/25/2024**

Date

**530-622-5345**

Fax

**GEOFF@SIERRANEVADATIRE.COM**

E-Mail Address

Bid results available at <https://www.eldoradocounty.ca.gov/County-Government/Procurement-and-Contracts/Bid-Results>  
and at <https://pbsystem.planetbids.com/portal/48157/portal-home>

**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 thirteen (13) through thirty-three (33), are bid 100% complete or per the specified instructions.
- ☒ Note any prompt payment discounts available on the Quotation Schedule, Pages twenty-two (22) for the East Slope, and thirty-two (32) for the West Slope .
- ☒ Indicate delivery lead times on the Quotation Schedule, Pages twenty-two (22) for the East Slope, and thirty-two (32) for the West Slope.
- ☒ 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).
- ☒ List any Exceptions to Bid Specifications on Pages twenty-three (23) for the East Slope and thirty-three (33) for the West Slope.
- ☒ Provide the Vendor's Place of Business address and one-way mileage to each delivery location, Pages twenty-one (21) for the East Slope, and thirty-one (31) for the West Slope.



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## **General Terms and Conditions**

### *Instructions to Bidders:*

- (1) Bidders are responsible to see that the bid is received by the Procurement & Contracts Division through upload to PlanetBids or in hard copy prior to the bid opening deadline. Late bids will not be accepted.
- (2) All bids must be submitted on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the bid Quotation Schedule form as indicated; quotes are not acceptable as a replacement to the bid Quotation Schedule.
- (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 and Planet Bids website:

<https://www.eldoradocounty.ca.gov/County-Government/Procurement-and-Contracts/Bid-Results>

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

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

*Brands:*

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

*Guarantees:*

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

*Taxes:*

- (1) Bidders shall NOT include Federal Excise Taxes.
- (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.



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*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 C-17, 2.10, effective October 22, 2022, 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.

**(The remainder of this page intentionally left blank.)**

**Information:** For additional information, contact Rick Blake, Sr. Buyer, at (530) 621-5830, email [rick.blake@edcgov.us](mailto:rick.blake@edcgov.us). Bidders shall direct all inquiries to the County Procurement & Contracts Division Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Invitation to Bid.

**Quotation Schedule:** The Quotation Schedule on Pages thirteen (13) through twenty-two (22) for the East Slope and on Pages twenty-six (26) through thirty-three (33) for the West Slope, provide specifications for a variety of tires, tubes, and related products and services the County desires to purchase. Minor deviations from the "tire, tube, and related products and services" specifications may be accepted at the sole discretion of the County. Major exceptions, which, in the opinion of the County, affect the function of the tires or services, will not be accepted. Quantities indicated on the Quotation Schedule are an estimated annual usage; the County makes no guarantee as to the total amount to be purchased during the awarded period.

***Bidders taking an exception to any of the tires listed on the Quotation Schedule must make the notation on Page twenty-three (23) for the East Slope and Page thirty-three (33) for the West Slope. The notation must clearly explain why the deviation was made from the bid specifications. Bidders not complying will not be considered in the evaluation and award process.***

**Requirements:** The minimum qualifying requirements for the East Slope are found on Pages thirteen (13) and fourteen (14). The minimum qualifying requirements for the West Slope are found on Pages twenty-four (24) and twenty-five (25).

If the awarded vendor fails to comply with any of the listed requirements during the awarded thirty-six (36) month period, the bid award may be cancelled and awarded to the next lowest bidder.

**Specifications:** The following specifications are the County's requirements for pneumatic tires and inner tubes for use on trucks and equipment, including earthmoving, industrial, and agricultural equipment.

1. Except as specified on the Quotation Schedule, bidders may quote any brand of tire.
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 black wall or whitewall (including stripes or raised letters) at the option of the bidder; 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 thirty (30) ounces of weight addition to be in true balance.
5. Tire Types:
  1. Bias-ply truck and equipment tires shall be of the ply rating or load range and tread pattern (highway, traction, etc.) identified in the bid. Ply materials shall be nylon. Lateral or radial run out shall not exceed 0.125 inches. Sizes 8-19.5 (tubeless) and 750 x 17 (tube-type) shall not require more than sixty (60) ounces of weight to achieve true static balance.
  2. Radial truck tires shall be constructed of steel belts on the sidewall and tread and shall have retreadable casings.

3. Snow tread tires shall consist of a tire which has relatively deep and aggressive tread pattern compared with conventional passenger tread patterns. Tires must have "M+S" stamped on the sidewall.
6. Casings purchased shall only be Grade "A" virgin casings. Definition of "A" grade casing: Not previously retread, no exposed steel, clean sidewalls, no more than two (2) spot repairs to sidewall, no bead damage, no separations, bubbles, blisters, or lumps in the inner liner, and no evidence of "run flat" or "run low" conditions. Casings shall be no older than a maximum of three (3) years from date of manufacture. The only acceptable casing brands are Goodyear, Michelin, Bridgestone/Firestone, Continental, and Yokohama (see Exhibit "B", Casing Management, Page thirty-six (36), for further requirements).

Size 14.00-24 Motor Grader replacement tires must be the same circumference as existing tires on the vehicle. Different brands of this tire size have different circumferences and adversely affect the operation of the vehicle's All Wheel Drive System.

**California Sales & Use Tax Requirement:** A California Seller's Permit is required to conduct business in California. Bidders must possess a valid and current California Seller's Permit at the time of bidding and maintain such permit in good standing throughout the awarded period. In order to proceed without a California Seller's Permit, such bidder must establish that the bidder falls under an exception to the seller permit requirements of the California Department of Tax and Fee Administration (CDTFA). Those requirements can be found at [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov).

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

☒ **This business and/or vendor possesses a valid California Seller's Permit.** CA Seller's Permit Number: SRKH 102-291492

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

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

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

  
Business/Vendor Signature

11-26-24  
Date



**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.**

Category I - East Slope: Department of Transportation County Yard  
1121 Shakori Drive  
Meyers, CA 96150

Category II - West Slope: Department of Transportation County Yard  
2441 Headington Road  
Placerville, CA 95667

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

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

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

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

**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.

**Local Vendor Preference:** In accordance with Board of Supervisor's Policy C-17, Section 2.10, 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.

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 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 at the following link:

<https://www.eldoradocounty.ca.gov/files/assets/county/v/3/documents/government/bids-and-procurement/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.

**El Dorado County Website Requirements:** It is the bidder's responsibility to monitor the PlanetBids website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

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

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

**Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and 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. The County will not be a party to contracts with other public agencies.

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

**Award:** The bid may be 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.

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

**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:

<https://www.eldoradocounty.ca.gov/County-Government/Procurement-and-Contracts/Bid-Results>

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

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

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

Bidders are strongly encouraged to submit their responses online to assure a complete and timely response. To respond, online bidders must register with the County's online bidding system, PlanetBids, at <https://pbsystem.planetbids.com/portal/48157/portal-home>. Bidders are cautioned that the timing of their online submission is based on when the submittal is RECEIVED by PlanetBids, not when a submittal is initiated by a bidder. Online submittal transmissions can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc. For these reasons, the County recommends that bidders allow sufficient time to upload their response and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be governed by the PlanetBids web clock, which does not allow submittals after the closing date and time. PlanetBids will send a confirmation email to the bidder advising that their online submission (eBid) was submitted. If you do not receive a confirmation email you are advised to contact the PlanetBids Support team by phone (818-992-1771 Monday through Friday between 7am and 5pm Pacific,

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excluding statutory U.S. holidays) or by submitting a Support Ticket (visit <https://solutions.planetbids.com/support/> to complete and submit the ticket form).

Hard copy bids must be submitted in a sealed container or envelope clearly marked on the outside:

**"BID # 24-0075– 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 PM (Pacific) – November 26, 2024:

**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 by the Procurement & Contracts Division prior to the bid opening deadline date and time. The closing date and time shall be governed by the PlanetBids web clock. Bids received beyond the bid opening deadline will not be accepted and will be returned unopened.

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

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

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**QUOTATION SCHEDULE**

**Category I – East Slope - Requirements**

**East Slope Requirements:** Below are the minimum qualifying requirements. If the awarded vendor fails to comply with any of the following requirements during the awarded thirty-six (36) month period, the bid award may be cancelled and awarded to the next lowest bidder.

1. Bidders are required to quote a quantity of one (1) for all (100%) of those items where an "X" appears in the column marked "Bid Required (Bid Req'd)" and at least 90% of those items where no "X" appears in that column.
2. Bidders must have the capability to perform all services on both a weekly schedule and on an "as requested" basis at the East Slope County Yard. All tire services required to be performed are listed in Schedule "J" of the East Slope Quotation Schedule on Page twenty-one (21) and as further described in Exhibit "B", Equipment / Truck Tires, Tubes, and Related Products and Services General Guidelines.
3. Awarded bidder shall have adequate space available to stock a sufficient number of tires that are regularly purchased in order to meet the County's average usage and minimize back-order delays.
4. The County will have the option to add tires not specified on the Quotation Schedule. Bidders must provide a quote for additional tire purchases during the awarded period.
5. Labor rates for services provided at the County Yard or field location shall be quoted at the vendor's regular rate. The emergency service call rate shall be quoted in the space provided on the Quotation Schedule, Page twenty-one (21), Schedule "K". "Emergency" service calls are defined as calls after vendor's regular business hours of operation.
6. Awarded bidder shall not charge for travel time to and from vendor's place of business to County Yard or to other field locations up to or less than the distance of the County Yard address. Travel time for emergency service calls may be charged at the emergency service call rate.
7. Each purchase or repair shall be invoiced separately for correct tracking of costs to a vehicle. The invoice must include the County equipment / vehicle identification number and product information as listed on the bid. Final invoicing with total costs must be provided within ten (10) days of work order completion.
8. Awarded bidder will be required to follow the County's Equipment / Truck Tires, Tubes, and Related Products and Services General Guidelines (Exhibit "B").
9. At the County's request, awarded bidder shall provide the Department of Transportation with current manufacturer's list pricing for all tires not specified on this bid.
10. All tires and related products must be of current "in production" model and available for immediate delivery for at least ninety (90) days after the award date.



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11. Awarded bidder must provide documentation if any product listed on the bid becomes discontinued by the manufacturer and provide written notification of what the replacement product will be along with the price and specifications.
  12. All retread tires must be retread and returned in a maximum of seven (7) calendar days.
  13. When advised of an urgent road project or snow removal operation, vendor must complete tire services within four (4) hours of request. This does not constitute an emergency service call rate (emergency rate) unless the duration of the service overlaps regular business hours, with the emergency rate reflected in the Quotation Schedule "K" on Page twenty-one (21) applying only to those hours which exceed regular business hours.
  14. Awarded bidder must agree to all delivery conditions to the County Yard regardless of weather conditions. Noncompliance will result in default of contract.
  15. When awarded bidder removes tires from the County Yard for balancing, they must be returned within twenty-four (24) hours. Weekends and/or holidays are not excluded. Example: tire pick-up on Friday is expected to return on Saturday.
  16. Awarded bidder must comply with the attached Exhibit "A," GENERAL INSURANCE REQUIREMENTS (September 2012), prior to issuance of a blanket purchase order.
  17. Awarded bidder must supply the County with an "After-Hours Service Number" for emergencies and holidays on page twenty-one (21).
  18. Awarded bidder must be registered and maintain a current permit with the State of California, Department of Resources, Recycling and Recovery Tire Program.

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**QUOTATION SCHEDULE - CATEGORY I - EAST SLOPE**

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 the column marked "Bid Required (Bid Req'd)" and at least 90% of those items where no "X" appears in that column.

**SCHEDULE A: NEW TIRES:**

(Highway tread. Do not include dismount, balance, or mount charges.)

BID ITEM #	TIRE SIZE	BID REQ'D	LOAD RANGE	MANUFACTURER/ MODEL (BRAND)	PRODUCT CODE	UNIT PRICE
1	8.25R15TR	X	G	HERCULES	SEE PG 23	\$ /ea
2	8.25R15TR		G	GAMSON	44095-2	\$ 249.95 /ea
3	ST205/75R-15	X	D	HERCULES POWER ST2	SEE PG 23	\$ /ea
4	ST205/75R15		D	HERCULES STRONG GUARD	98495	\$ 95.95 /ea
5	ST215/75R-15	X	D	HERCULES POWER ST2	SEE PG 23	\$ /ea
6					SEE PG 23	\$ /ea
7	ST225/75R-15	X	D	HERCULES POWER ST2	SEE PG 23	\$ /ea
8	225/75R15		E	STRONG GUARD	98496	\$ 119.95 /ea
9	225/70R19.5	X	F	GOODYEAR 622	SEE PG 23	\$ /ea
10	225/70R19.5		G	HERCULES STRONG GUARD	95323	\$ 229.95 /ea
11	385/95R24	X	N	SAMSON GL904	SEE PG 23	\$ /ea
12				NONE FOUND		\$ /ea
13	385/65R22.5	X	J	MICHELIN XZY-3	SEE PG 23	\$ /ea
14	385/65R22.5		J	HERCULES STRONG GUARD	98375	\$ 599.95 /ea
15	425/65RL22.5	X	L	HERCULES H-402	SEE PG 23	\$ /ea
16	425/65RL22.5		L	IRONMAN I42N	98762	\$ 599.95 /ea
17	11R22.5	X	H	GOODYEAR ENDURANCE	138002853	\$ 457.03 /ea
18	11R22.5		H	HERCULES H-309	92787	\$ 349.95 /ea
19	315/80R22.5	X	L	MICHELIN X WORKS	64204	\$ 804.46 /ea
20	315/80R22.5		L	HERCULES STRONG GUARD	95332	\$ 499.95 /ea
21	12R22.5	X	H	MICHELIN XZE	85335	\$ 632.91 /ea
22	12R22.5	X	H	IRONMAN I181	95987	\$ 399.95 /ea



**SCHEDULE B: NEW TIRES – MUD & SNOW TREAD:**

**(Drilled for Studs; Not All-Season Tread)** Bidders are required to quote a quantity of one (1) for all (100%) of those items where an "X" appears in the column marked "Bid Required (Bid Req'd)", and at least 90% of those items where no "X" appears in that column.

**(Do not include dismount, balance, or mount charges.)**

BID ITEM #	TIRE SIZE	BID REQ'D	LOAD RANGE	MANUFACTURER/ MODEL (BRAND)	PRODUCT CODE	UNIT PRICE
23	LT235/85R-16	X	E	GDY DURATRAC	SEE PG 23	\$ /each
24	LT235/85R-16		E	COOPER ST MAXX	170067004	\$ 299.95 /each
25	LT245/75R-16	X	E	GDY DURATRAC	SEE PG 23	\$ /each
26	LT245/75R-16			COOPER ST MAXX	170064004	\$ 255.95 /each
27	225/70R19.5	X	G	TOYO M608	556170	\$ 479.95 /each
28	315/80R22.5	X	L	MICHELIN XZY-3 ALL POSITION	64204	\$ 804.46 /each
29	315/80R22.5		L		SEE PG 23	\$ /each
30	11R22.5	X	H	Continental HDC1	SEE PG 23	\$ /each
31	11R22.5		H		SEE PG 23	\$ /each
32	12R22.5	X	H	Continental HDC1	SEE PG 23	\$ /each
33	12R22.5	X	H	GDY G622 RSD	138302265	\$ 575.35 /each

**SCHEDULE C: NEW TIRES/TRACTION TREAD**

**(Do not include dismount, balance, or mount charges.)**

BID ITEM #	TIRE SIZE	BID REQ'D	LOAD RANGE	MANUFACTURER/ MODEL (BRAND)	PRODUCT CODE	UNIT PRICE
34	14.00-20 (Rotary Plow (BIAS PLY)	X	N	ALLIANCE 228	SEE PG 23	\$ /each
35	14.00-20 Rotary Plow (RADIAL)		N	ADVANCE GL0734	SEE PG 23	\$ /each
36	14.00-20 RADIAL		N		SEE PG 23	\$ /each
37	385/95R24 Blower Radial	X	N	BRIDGESTONE VHS E-2	SEE PG 23	\$ /each



38	385/95R24 BLOWER RADIAL		N	CRANE DAWG	V030218	\$ 1695.00/each
39	19.5L-24 (backhoe)		E	HERCULES STRONG GUARD B-R4	98517	\$ 849.00/each
40	15.5-25	X	F	HERCULES STRONG GUARD	94718	\$ 999.95/each
41	15.5-25 E3 Rock	X	H	HERCULES STRONG GUARD	94715	\$ 825.00/each
42	15.5R25 Radial	X	F	ROCK DAWG	V031273	\$ 1250.00/each
43	17.5-25	X	F	HERCULES HDR	94645	\$ 1195.00/each
44	18.4-30		D	FARM DAWG		\$ 795.00/each
45	14.00-24 (Highway Snow Blower) BIAS	X	L	TOP DAWG		\$ 750.00/each
46	14.00-24 (Highway Snow Blower) Radial		L	MICHELIN SNOW PLUS	53173	\$ /each
47	14.00-24 (Motor Graders) BIAS	X	F	EASTBAY TOP DAWG		\$ 750.00/each
48	14.00-24 (Motor Graders) BIAS		F	TOP DAWG		\$ 750.00/each
49	14.00R-24 (Motor Graders) Radial	X	1*	MICHELIN X-SNOW	SEE PG 23	\$ /each
50	14.00R-24 MOTOR GRADER RADIAL		1*	GOODYEAR AS-3A	SEE PG 23	\$ /each
51	14.00R-24 MOTOR GRADER RADIAL		1*	TITAN		\$ 2200/each

**SCHEDULE D: NEW TIRES/TRACTION TREAD (Cont'd):**

BID ITEM #	TIRE SIZE	BID REQ'D	LOAD RANGE	MANUFACTURER/ MODEL (BRAND)	PRODUCT CODE	UNIT PRICE
52	14.00-24 (Motor Graders) G3 Rock	X	H	EBT / Rock Dawg	65465346	\$ 1050. <sup>00</sup> /each
53	14.00-24 (Motor Graders) E3 Rock		H	TITAN SUPER RIG	49L344	\$ 1300. <sup>00</sup> /each
54	14.00R-24 (Motor Graders) E3 Rock		H		SEE PG 23	\$ /each

**SCHEDULE E: FLAT / SPOT REPAIRS**

BID ITEM #		Bid REQ'D	FLAT REPAIR		Bid REQ'D	Spot Repair
			VENDOR SHOP	COUNTY YARD		Vendor Shop
55	Passenger and Light Truck sizes up to and including 7.5-16	X	\$ 30. <sup>00</sup> /ea	\$ 180. <sup>00</sup> /hr	X	\$ 30. <sup>00</sup> /ea
56	Stems	X	\$ 10. <sup>00</sup> /ea			
57	Patches	X	\$ 10. <sup>00</sup> /ea			
58	Truck sizes 8.25-20 through 12.00-24.5	X	\$ 75. <sup>00</sup> /ea	\$ 180. <sup>00</sup> /hr	X	\$ 75. <sup>00</sup> /ea
59	Stems	X	\$ 10. <sup>00</sup> /ea			
60	Patches	X	\$ 10. <sup>00</sup> /ea			



61	Equipment sizes 14.00-20 through 17.5-25	X	\$ 120. <sup>00</sup> /ea	\$ 180. <sup>00</sup> /hr	X	\$ 120. <sup>00</sup> /ea
62	O-rings	X	\$ 25. <sup>00</sup>	/ea		
63	Stems	X	\$ 20. <sup>00</sup>	/ea		
64	Patches	X	\$ 10. <sup>00</sup>	/ea		
65	HD Boot	X	\$ 40. <sup>00</sup>	/ea		
66	Tire Foam Fill Material	X	\$ 5. <sup>00</sup> LB	/ea		
67	Tractor Tire Sealant	X	\$ 5. <sup>00</sup> LB	/ea		

**SCHEDULE F: SECTION REPAIRS**

(ESTIMATED QUANTITY ACROSS ALL SIZES IS 1)

10.00-22.5	\$ 50. <sup>00</sup> /ea
11R22.5	\$ 50. <sup>00</sup> /ea
12R22.5	\$ 50. <sup>00</sup> /ea

14.00-20	\$ 50. <sup>00</sup> /ea
14.00-24	\$ 50. <sup>00</sup> /ea
15.5-25	\$ 50. <sup>00</sup> /ea
16.8-24	\$ 50. <sup>00</sup> /ea

17.5-25	\$ 50. <sup>00</sup> /ea
19.5-24	\$ 50. <sup>00</sup> /ea

**SCHEDULE G: DISMOUNT/ MOUNT**

		Single Piece Rim Per Tire		2 Piece Rims Per Tire	
	BID REQ'D	VENDOR SHOP	COUNTY YARD	VENDOR SHOP	COUNTY YARD
Light Truck & Small Trailer tires	X	\$ 30. <sup>00</sup> /ea	\$ 180. <sup>00</sup> /hr	\$ 50. <sup>00</sup> /ea	\$ 180. <sup>00</sup> /hr
225/70R-19.5	X	\$ 50. <sup>00</sup> /ea	\$ 180. <sup>00</sup> /hr	\$ 50. <sup>00</sup> /ea	\$ 180. <sup>00</sup> /hr
11.00-22.5 thru 12.00-24.5	X	\$ 60. <sup>00</sup> /ea	\$ 180. <sup>00</sup> /hr	\$ 60. <sup>00</sup> /ea	\$ 180. <sup>00</sup> /hr
14.00-20.00 thru 19.5-25	X	\$ 120. <sup>00</sup> /ea	\$ 180. <sup>00</sup> /hr	\$ 120. <sup>00</sup> /ea	\$ 180. <sup>00</sup> /hr



**SCHEDULE H: BALANCE**

	Bubble Balance Per Tire	Spin Balance Per Tire
Light Truck & Small Trailer tires	\$ N/A /ea	\$ 30.00 /ea
225/70R-19.5	\$ N/A /ea	\$ 30.00 /ea
11.00-22.5 thru 12.00-24.5	\$ N/A /ea	\$ 30.00 /ea
14.00-20.00 thru 19.5-25	\$ N/A /ea	\$ N/A /ea
Balance Beads	\$ 25.00 /ea	6 oz. bag

**SCHEDULE H1: LABOR TO INSTALL STUDS IN SNOW TIRES (Includes Studs)**

LT245/up to 19.5" \$ 60.00 /each  
20" and up \$ 80.00 /each

**SCHEDULE H2: LABOR TO DRILL NON-PINNED TIRE FOR STUDDING (Includes Studs)**

LT245/up to 19.5" \$ 70.00 /each  
20" and up \$ 80.00 /each

**SCHEDULE I: SERVICES \*** (See Requirements 2 and 5 on Page 6 and Page 7)

Dismount, Mount, and Repairs: [per hour (\*)] \$ 180.00  
(\* ) Must match "County Yard" hourly rate reflected in Schedules L and N1.  
Front End Alignment: Light Truck (per vehicle) \$ 99.95  
Front End Toe Set: Medium to Heavy Duty (per vehicle) \$ SEE PG 23

**\* Note 1: 200 combined service hours for the one-year (1-year) period will be used for the basis of evaluation.**

**SCHEDULE J: DISPOSAL FEES:**

Light Truck Tires (Up to 19.5")	\$ <u>8.00</u>	Calif. State Tire Fee:	\$ <u>1.75</u>
Semi-Truck Tires (20" to 24")	\$ <u>20.00</u>	Calif. State Tire Fee:	\$ <u>1.75</u>
Backhoe Tires (25" and up)	\$ <u>70.00</u>	Calif. State Tire Fee:	\$ <u>1.75</u>
Grader Tires (14.00-24)	\$ <u>70.00</u>	Calif. State Tire Fee:	\$ <u>1.75</u>
Snow-Blower Tires (20" and up)	\$ <u>70.00</u>	Calif. State Tire Fee:	\$ <u>1.75</u>

**SCHEDULE K: EMERGENCY SERVICE CALLS:**

Emergency Service Call at locations other than County Yard (per hour) \$ 220.00

Emergency Service Call at County Yard (per hour) \$ 220.00

El Dorado County  
Transportation County Yard  
1121 Shakori Drive  
Meyers, CA 96150

Vendor Address: 659 MAIN ST  
PLACERVILLE, CA  
95667

One-way mileage from vendor's place of business to: 53.4 Miles

"After-hours" Service Number for emergencies and holidays: 530-320-4903  
(Required)



**Additional Purchases**

**ADDITIONAL PURCHASES – EMAIL/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 21 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: 2  
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.



**EXCEPTIONS TO BID SPECIFICATIONS**

Bidders quoting a tire that deviates from the tire specification listed on Quotation Schedule must provide a detailed explanation below: Provide the page number, tire size, and proposed deviation.

PG 15, LINE 1, 8.25R15TR DISCONTINUED

PG 15 LINE 3, ST205/75R-15 DISCONTINUED

PG 15 LINES 5-6, ST215/75R-15 DISCONTINUED

PG 15, LINE 7, ST225/75R-15 DISCONTINUED

PG 15, LINE 9, 225/70R 19.5 DISCONTINUED

PG 15, LINE 11, 385/95R 24 DISCONTINUED

PG 15, LINE 12, 385/95R 24 NONE FOUND

PG 15, LINE 13, 385/65R 22.5 DISCONTINUED

PG 15, LINE 15, 425/65RL 22.5 DISCONTINUED

PG 16, LINE 23, LT 235/85R-16 NOT STUDDABLE

PG 16, LINE 25, LT 245/75R-16 NOT STUDDABLE

PG 16, LINE 28, 315/80R 22.5 NOT DRILLED FOR STUDS

PG 16, LINE 29, 315/80R 22.5 NOT STUDDABLE

PG 16, LINE 30, 11R 22.5 DISCONTINUED

PG 16, LINE 31, 11R 22.5 NONE STUDDABLE

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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**EXCEPTIONS TO BID SPECIFICATIONS**

Bidders quoting a tire that deviates from the tire specification listed on Quotation Schedule must provide a detailed explanation below: Provide the page number, tire size, and proposed deviation.

PG 16, LINE 32, 12R 22.5 DISCONTINUED

PG 16, LINE 33 12R 22.5 NOT DRILLED FOR STUDS

PG 16, LINES 34-37 DISCONTINUED

PG 17, LINES 49-50 DISCONTINUED

PG 18, LINE 54, 14.00R-24, NOT AVAILABLE

PG 20, FRONT END TOE SET: MEDIUM TO HEAVY DUTY  
PER VEHICLE, UNABLE TO ALIGN HEAVY TRUCKS

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 II – West Slope - Requirements**

**West Slope Requirements:** Below are the minimum qualifying requirements. If the awarded vendor fails to comply with any of the following requirements during the awarded thirty-six (36) month period, the bid award may be cancelled and awarded to the next lowest bidder.

1. Bidders are required to quote a quantity of one (1) for all (100%) of those items where an "X" appears in the column marked "Bid Required (Bid Req'd)" and at least 90% of those items where no "X" appears in that column.
2. Bidders must have the capability to perform all services on both a weekly schedule and on an "as requested" basis at the West Slope County Yard. All tire services required to be performed are listed in Schedule "J" of the West Slope Quotation Schedule on Page thirty (30) and as further described in Exhibit "B", Equipment / Truck Tires, Tubes, and Related Products and Services General Guidelines.
3. Awarded bidder shall have adequate space available to stock a sufficient number of tires that are regularly purchased in order to meet the County's average usage and minimize back-order delays.
4. The County will have the option to add tires not specified on the quotation schedules. Bidders must provide a quote for additional tire purchases during the awarded period.
5. Labor rates for services provided at the County Yard or field location shall be quoted at the vendor's regular rate. The emergency service call rates shall be quoted in the space provided on the Quotation Schedule, Page thirty-one (31), Schedule "K". "Emergency" service calls are defined as calls after vendor's regular business hours of operation.
6. Awarded bidder shall not charge for travel time to and from vendor's place of business to County Yard or to other field locations up to or less than the distance of the County Yard address. Travel time for emergency service calls may be charged at the emergency service call rate.
7. Each purchase or repair shall be invoiced separately for correct tracking of costs to a vehicle. The invoice must include County equipment / vehicle identification number and product information as listed on the bid. Final invoicing with total costs must be provided within ten (10) days of work order completion.
8. Awarded bidder will be required to follow the County's Equipment / Truck Tires, Tubes, and Related Products and Services General Guidelines (Exhibit "B").
9. The awarded bidder shall provide the Department of Transportation with current manufacturer's list pricing for all tire purchases not specified on this bid.
10. All tires and related products must be of current "in production" model and available for immediate delivery for at least ninety (90) days after the award date.
11. Awarded bidder must provide documentation if any product listed on the bid becomes discontinued by the manufacturer and provide written notification of what the replacement product will be along with the price and specifications.



12. All retread tires must be retread and returned in a maximum of seven (7) calendar days.
13. When advised of an urgent road project or snow removal operation, vendor must complete tire services within four (4) hours of request. This does not constitute an emergency service call rate (emergency rate) unless the duration of the service overlaps regular business hours, with the emergency rate reflected in the Quotation Schedule "K" on Page thirty-one (31) applying only to those hours which exceed regular business hours.
14. Awarded bidder must agree to all delivery conditions to the County Yard or field locations regardless of weather conditions. Noncompliance will result in default of contract.
15. When awarded bidder removes tires from the County Yard for balancing, they must be returned within twenty-four (24) hours. Weekends and/or holidays are not excluded. Example: tire pick-up on Friday is expected to return on Saturday.
16. Awarded bidder must comply with the attached Exhibit "A," GENERAL INSURANCE REQUIREMENTS (September 2012), prior to issuance of a blanket purchase order.
17. Awarded bidder must supply the County with an "After-Hours Service Number" for emergencies and holidays on Page thirty-one (31).
18. Awarded bidder must be registered and maintain a current permit with the State of California, Department of Resources, Recycling and Recovery Tire Program.

**(The remainder of this page intentionally left blank.)**

**QUOTATION SCHEDULE - CATEGORY II - WEST SLOPE**

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 the column marked "Bid Required (Bid Req'd)" and at least 90% of those items where no "X" appears in that column.

**SCHEDULE A: NEW TIRES:**

(Highway tread. Do not include dismount, balance, or mount charges.)

BID ITEM #	TIRE SIZE	BID REQ'D	LOAD RANGE	MANUFACTURER/ MODEL (BRAND)	PRODUCT CODE	UNIT PRICE
1	ST205/75R14	X	D	Hercules	98493	\$ 99.95 ea
2	ST225/75R15	X	E	HERCULES STRONG GUARD ST	98496	\$ 119.95 ea
3	ST225/75D15		E	HIRUN H180	L21007	\$ 85.00 ea
4	ST235/85			SEE PG 33		\$ ea
5	LT235/80R17	X	E	IRONMAN AT2	07686	\$ 179.95 ea
6	LT245/75R17	X	E	IRONMAN AT2	07682	\$ 189.95 ea
7	LT245/75R17		E	IRONMAN CHT	93707	\$ 199.95 ea
8	235/75R17.5		J	Hercules HRA	95322	\$ 199.95 ea
9	225/70R19.5	X	G	Goodyear 159A SEE	PG 33	\$ ea
10	225/70R19.5		G	Goodyear G622	139755205	\$ 313.32 ea
11	9R22.5	X	G	IRONMAN I192	94440	\$ 299.95 ea
12	275/70R22.5	X	J	IRONMAN I19A	98764	\$ 319.95 ea
13	425/65RL22.5 (Vactor Steer)	X	L	Michelin XYZ3	40321	\$ 840.96 ea
14	425/65RL22.5 (Vactor Steer)		L	IRONMAN I-42W	48762	\$ 599.95 ea
15	255/70R22.5	X	H	IRONMAN I-19A	98620	\$ 249.95 ea
16	255/70R22.5		H	HERCULES STRONG GUARD	95325	\$ 279.95 ea
17	115R22.5	X	H	Hercules H-301 SEE	PG 33	\$ ea
18	11R22.5	X	H	Hercules Strong Guard	95330	\$ 349.95 ea
19	12R22.5	X	H	Goodyear 661 SEE	PG 33	\$ ea
20	12R22.5		H	Hercules Strong Guard	98491	\$ 499.95 ea
21	12R22.5	X	H	Michelin XZY3	11073	\$ 670.14 ea
22	315/80R22.5		L	Ironman	98757	\$ 399.95 ea
23	315/80R22.5	X	L	Michelin XZY3	40200	\$ 631.45 ea
24	11R24.5	X	H	General S360 SEE	PG 23	\$ ea
25	11R24.5		H	Ironman	98636	\$ 339.95 ea



**SCHEDULE B: NEW TIRES – MUD & SNOW TREAD:**

**(Drilled for Studs; Not All-Season Tread)** Bidders are required to quote a quantity of one (1) for all (100%) of those items where an "X" appears in the column marked "Bid Required (Bid Req'd)", and at least 90% of those items where no "X" appears in that column.

**(Do not include dismount, balance, or mount charges.)**

BID ITEM #	TIRE SIZE	BID REQ'D	LOAD RANGE	MANUFACTURER/ MODEL (BRAND)	PRODUCT CODE	UNIT PRICE
26	225/70R19.5	X	F	Goodyear 622 SEE PG 33	PG 33	\$ ea
27	225/70R19.5		F	TOYO	556170	\$ 479.95 ea
28	265/70R19.5	X	F	Goodyear 622 SEE PG 33	PG 33	\$ ea
29	265/70R19.5		F	TOYO M608	556190	\$ 500.00 ea
30	11R22.5	X	H	HE-703 SEE PG 33	PG 33	\$ ea
31	11R22.5		H	Continental SEE PG 33	PG 33	\$ ea
32	12R22.5	X	H	Goodyear 622	138302265	\$ 575.35 ea
33	12R22.5		H	Hercules H-MD	98491	\$ 499.95 ea

**SCHEDULE C: NEW TIRES - TRACTION TREAD:**

**(Do not include dismount, balance, or mount charges.)**

**Optional: Where provided, bid the same size tire in an alternate brand as the tire line above.**

BID ITEM #	TIRE SIZE	BID REQ'D	LOAD RANGE	MANUFACTURER/ MODEL (BRAND)	PRODUCT CODE	UNIT PRICE
34	17.5-25	X	F	HERCULES	94645	\$ 1195.00 ea
35	20.5R-25	X	1 Star	DOUBLECOIN	1107160251	\$ 1800.00 ea
36	20.5-25	X	20-Ply	ROCK DAWG	30TRT1205	\$ 1600.00 ea
37	21L-24	X	12	DIRT DAWG	26247577	\$ 1100.00 ea
38	14.00-24 (Motor Graders)	X	F	TOP DAWG East Bay Tire	3MGT114 411211	\$ 550.00 ea
39	14.00-24 (Motor Graders)		F	TOP DAWG	3MGT114 11211	\$ 550.00 ea
40	14.00-R24 (Motor Graders)	X	F	HERCULES H-DR	98364	\$ 1100.00 ea
41	14.00-R24 (Motor Graders)		F	Top Dawg	SEE PG 33	\$ ea



**SCHEDULE D: NEW TIRES - SPECIAL EQUIPMENT:**

(Do not include dismount, balance, or mount charges.)

BID ITEM #	TIRE SIZE	BID REQ'D	LOAD RANGE	MANUFACTURER/ MODEL (BRAND)	PRODUCT CODE	UNIT PRICE
42	12-16.5 skid steer extra reinforced side wall	X	F	Samson L-4A, H/D	SEE Pg 33	\$ ea
43	12-16.5 skid steer extra reinforced side wall		F	Ruff Dawg Life Master	PCB1504	\$ 299.00 ea
44	12.5/80-18	X	E	EBT Lead Dawg	21004801	\$ 500.00 ea

**SCHEDULE E: FLAT / SPOT REPAIRS - CARRY-IN SERVICES AT VENDOR'S SHOP:**

BID ITEM #	DESCRIPTION	BID REQ'D	FLAT REPAIR	BID REQ'D	FLAT REPAIR
45-46	Passenger and light truck sizes up to and including 19.5" rims	X	(Item 45) \$ 40.00 ea	X	(Item 46) \$ 50.00 ea
47	Stems	X	\$ 10.00 ea		
48	Patches	X	\$ 10.00 ea		
49-50	Truck sizes up to and including 24.5" rims	X	(Item 49) \$ 60.00 ea	X	(Item 50) \$ 60.00 ea
51	Stems	X	\$ 10.00 ea		
52	Patches	X	\$ 10.00 ea		
53-54	Equipment sizes 14.00-20 through 17.5-25	X	(Item 53) \$ 120.00 ea	X	(Item 54) \$ 120.00 ea
55	O-rings	X	\$ 30.00 ea		
56	Stems	X	\$ 10.00 ea		
57	Patches	X	\$ 10.00 ea		
58	H D Boot	X	\$ 40.00 ea		
59	Foam Fill Material	X	\$ 4 lb		

**SCHEDULE F: SECTION REPAIRS: [Estimated quantity across all sizes is one (1)]**

BID ITEM #	SECTION SIZE	UNIT PRICE
60	14.00-20	\$ 50.00 ea
61	14.00-24	\$ 50.00 ea
62	16.9-24	\$ 50.00 ea

BID ITEM #	SECTION SIZE	UNIT PRICE
63	19.5-24	\$ 50.00 ea
64	15.5-25	\$ 50.00 ea
65	17.5-25	\$ 50.00 ea

**SCHEDULE G: DISMOUNT / MOUNT / BALANCE - CARRY-IN SERVICES AT VENDOR'S SHOP:**

**NOTE: Most tires are not balanced; some vehicles have only front tires balanced.**

BID ITEM #	RIM SIZE	BID REQ'D	SINGLE-PIECE RIM PER TIRE	TWO-PIECE RIM PER TIRE
66-67	Up to 19.5"	X	(Item 66) \$ 40.00 ea	(Item 67) \$ 50.00 ea
68-69	8.25-20 to 11.00-24.5	X	(Item 68) \$ 70.00 ea	(Item 69) \$ 100.00 ea
70-71	14.00-20 to 19.5-25	X	(Item 70) \$ 120.00 ea	(Item 71) \$ 150.00 ea
72-73	Balance Beads 6 oz. bag	X	(Item 72) \$ 30.00 ea	(Item 73) \$ 30.00 ea
74-75	Wheel Weights	X	(Item 74) \$ 10.00 ea	(Item 75) \$ 10.00 ea

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**SCHEDULE H: LABOR – INSTALLATION OF STUDS IN SNOW TIRES (INCLUDES STUDS):**

BID ITEM #	RIM SIZE	UNIT PRICE
76	Up to and including 7.50-16	\$ 60.00 ea.
77	Sizes greater than 7.50-16	\$ 70.00 ea.
78	Drill for studs on non-pinned tires (up to and including sizes 7.50-16)	\$ 100.00 ea.
79	Drill for studs on non-pinned tires (sizes greater than 7.50-16)	\$ 100.00 ea.

**SCHEDULE I: WHEELS AND RIMS: (All wheels and rims are to be new steel manufacture)**

BID ITEM #	WHEEL / RIM SIZE	BID REQ'D	TYPE / DESCRIPTION	UNIT PRICE
80	14"		Heavy Duty Trailer	\$ 100.00 ea
81	15"		Heavy Duty Trailer	\$ 100.00 ea
82	17.5"		Heavy Duty Trailer	\$ ea
83	24.5"		Heavy Duty Trailer	\$ 250.00 ea
84	16"	X	Light Truck	\$ 250.00 ea
85	19.5"		Medium Duty Truck	\$ ea
86	22.5"	X	Heavy Duty Truck (Hub Pilot or Budd)	\$ 200.00 ea

**SCHEDULE J: SERVICES - SERVICE CALL AT COUNTY YARD AND FIELD LOCATIONS**

BID ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE
87	Dismount, Mount, Balance, and Repairs (per hr.)	Note 1*	\$ 180.00 hr
88	Alignment (per vehicle)	1	\$ SEE PG 33 ea
89	Toe Set (per vehicle)	1	\$ SEE PG 33 ea
90	Foam Fill Tires (per lb.)	1	\$ 4.00 lb
91	Cut Off Foam Filled Tires	1	\$ 60.00 ea
92	Tractor Tire Sealant (per lb.)	1	\$ 4.00 lb
93	Disposal Fees: Light Truck Tires	10	\$ 8.00 ea
94	Disposal Fees: Semi-Truck Tires	40	\$ 15.00 ea
95	Disposal Fees: Backhoe Tires	10	\$ 100.00 ea
96	Disposal Fees: Grader Tires	40	\$ 100.00 ea

97	Disposal Fees: Snow-Blower Tires	10	\$ 100.00	ea
98	Emergency Service Call – County Yard (per hour)	1	\$ 200.00	hr
99	Emergency Service Call – Field locations other than County Yard (per hour)	1	\$ 200.00	hr

**\*Note 1: Three hundred (300) combined service hours for the one-year (1-year) period will be used for the basis of evaluation**

**SCHEDULE K: EMERGENCY SERVICE CALLS:**

Emergency Service Call at locations other than County Yard (per hour) \$ 200.00

Emergency Service Call at County Yard (per hour) \$ 200.00

El Dorado County  
Transportation County Yard  
2441 Headington Road  
Placerville, CA 95667

Vendor Address: 659 MAIN ST  
PLACERVILLE, CA  
95667

One-way mileage from vendor's place of business to: 3.9 Miles

"After-hours" Service Number for emergencies and holidays: 530-320-4903  
(Required)

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**Additional Purchases**

**ADDITIONAL PURCHASES – EMAIL/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 21 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: 2  
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.



**EXCEPTIONS TO BID SPECIFICATIONS - CATEGORY II**

Bidders quoting a tire that deviates from the tire specification listed on Quotation Schedule must provide a detailed explanation below: Provide the page number, tire size, and proposed deviation.

PG 26, LINE 4 ST235/85 NO SUCH SIZE

PG 26, LINE 9 225/70R19.5 DISCONTINUED

PG 26, LINE 17 115R22.5 DISCONTINUED

PG 26, LINE 19 12R22.5 DISCONTINUED

PG 26, LINE 24 11R24.5 DISCONTINUED

PG 27, LINE 26 225/70R19.5 DISCONTINUED

PG 27, LINE 28 265/70R19.5 NOT AVAILABLE

PG 27, LINE 30 11R22.5 DISCONTINUED

PG 27, LINE 31 11R22.5 NONE AVAILABLE

PG 27, LINE 41 14.00-R24 NOT AVAILABLE

PG 28, LINE 42 12-16.5 SKID STEER NOT AVAILABLE

PG 30, LINE 88, ALIGNMENT DO NOT HAVE PORTABLE ALIGNER

PG 30, LINE 89, TOE SET DO NOT HAVE PORTABLE ALIGNER

PG 27, LINE 26, 225/70R19.5 DISCONTINUED

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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**EXHIBIT "A"**

**GENERAL INSURANCE REQUIREMENTS (September 2012)**

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:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. 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.
- O. 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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**EXHIBIT "B"**

**Equipment / Truck Tires, Tubes, and Related Products and Services  
General Guidelines**

In addition to the bid specifications, the Community Development Agency, Department of Transportation (DOT) has set forth an outline of service guidelines the awarded vendor will be required to adhere to. Failure to comply may result in early termination of the bid award.

**New Tire Maintenance:**

**Steer:** Replacement tires on steering positions will be of matching tread design. Steering tires will be pulled for trailer service anytime the measurable tread depth is 5/32nds or less. Drive and trailer tires will be removed at 3/32nds.

**Drive:** Replacement tires on drive wheel positions will be of matching tread design. When this is not possible, tread design will be matched in pairs across the common axle. Drive axle tire rotations will be performed as needed to reduce irregular wear and to maintain wear uniformity.

**Retread Specifications:** Tread designs will be per bid specifications.

**Repair Procedures:**

Steering:

1. Steering tires may be repaired only if the repair is done in the crown area. The repair can be no larger than a nail hole repair.
2. Steering tires requiring sidewall repairs or repairs larger than a nail hole will be repaired and run-out in trailer positions.

Drive:

1. The number of nail holes ¼" or less is unlimited, providing the edges of the patches do not touch.
2. Bead repairs are expected when no wires have been exposed.

Repair Exceptions:

1. Additional section repairs will be permitted in each category above provided that it is economically advantageous to the County.



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2. Casings submitted for repair with 6/32nds or less of tread remaining are to be repaired and retreaded.
  3. Casings submitted for repair with 6/32nds or more of uniform tread remaining are to be repaired only.

**Casing Management:**

1. Casings that have a DOT age of 5 years or more will not be retreaded or repaired.
2. Casings will be retreaded as many times possible, so long as the casing analysis rates the casing retreadable.
3. Casings rejected for repair or retread will be logged on an out-of-service report.
4. All County casings picked up for retreading will have the tire serial number or DOT number recorded by vendor, with a copy provided to the County shop supervisor, and then resubmitted upon return of casings showing same casing numbers or documentation that casing was not acceptable to retread.

**Service Guidelines:**

1. Air service will be conducted when requested, in conjunction with other service visits.
2. Unless the application dictates otherwise, fleet air pressure will be:

**Truck:**

Steering	110 psi
Drive	100 psi
Trailer	95 psi

**Heavy Equipment:**

Grader	55 psi
Loader	55 psi
Backhoe	Front – Per Manufacturer Rear – Per Manufacturer
Snow Blower	95 psi

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3. New valve hardware (to include valve stem and double seal cap) will be installed whenever a run-out tire, new tire, or new retread is mounted.
  4. Each time a tire is mounted the valve hardware will be inspected. Valve shall be checked for leaks, using soapy water. Defective or questionable valve stems, seals, or hardware will be replaced.
  5. Steering tires will be inflated in a horizontal position to insure proper bead seating when mounting.
  6. A small amount of "Never Seize" (gold or silver) must be applied to the tip of each bolt stud before the wheel nut is installed. Not considered wet torque.
  7. Wheel nuts, ball seat, or flanged nuts are to be torqued to vehicle specifications.
  8. All tires being inflated after mounting will be in accordance with OSHA safety guidelines.

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## Exhibit "C" STANDARD TERMS AND CONDITIONS

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

**1. Taxes:** County is exempt from payment of Federal Excise Tax; Federal tax should not be included in any prices contained herein.

**2. Alterations:** No alteration in any of the terms, conditions, delivery, price, quantities, specifications or services of this contract will be effective without prior consent of the County.

**3. Failure to Deliver:** Time is of the essence and the contract is subject to cancellation for failure to deliver on time. If Vendor fails to deliver an article or service of the quality or quantity, in the manner or within the time called for by this contract: such article or service may be bought from any source by County. If a greater price than named in this contract is paid for such article or service, the excess cost will be charged to and collected from Vendor or sureties on its bond if bond had been required; or, the County may terminate the contract for default: or, the County may return deliveries already made and receive a refund. For any exception to the delivery date as specified on this contract, the Vendor shall give prior notification and obtain approval thereto from the County. Failure or refusal of Vendor to perform any work or service or do any act required under this contract shall constitute a default.

**4. Force Majeure:** Vendor shall not be liable for any delay or failure to deliver any or all the goods or services if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God. The County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for the County to receive the goods. When either Vendor or the County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.

**5. Proposal, Quotation and Attachments:** This contract incorporates by reference on the face of this form, the provisions of any related bid request issued by County, any bid submitted by Vendor, or both. This contract incorporates by reference on the face of this form, the provision of any attachments. Vendor agrees that in the event of conflicting language between this contract and Vendor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the Vendor's terms and conditions attempting to nullify County terms and conditions or to resolve language conflicts in favor of the Vendor's terms and conditions.

**6. Warranty:**

**6.1 Warranty For Goods:** Vendor warrants that any and all goods covered by this contract will be (i) new and suitable for the use intended, unless otherwise specified; (ii) will conform to the drawings, specifications, samples, description and time provisions furnished by the County; (iii) of the grade and quality specified; (iv) free from defect in design, material and workmanship; and (v) in compliance with all applicable federal, state and local laws and regulations. At County's option, Vendor shall repair or replace the goods without charge within five (5) business days from being notified of the nonconformance with the foregoing warranties. If, after notice, the Vendor cannot promptly replace or repair the goods, Vendor shall refund the full purchase price paid by County for such goods. Defective goods rejected by the County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by the County for any reason, including, without limitation, the County's acceptance of the goods or the County's failure to notify Vendor thereof. Further, the failure of the County to reasonably specify any defects in rejected goods shall not prevent the County from relying on the defect to establish a breach, even though the Vendor could have cured the defect on proper notification.

**6.2 Warranty for Services:** Vendor warrants to County that any and all materials and equipment incidental to services that are furnished under this contract will be new unless otherwise specified and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacement or repairs done by the Vendor. In the event the County elects to have said work performed by the Vendor, the Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County; however, in no event shall such period exceed fifteen (15) calendar days. If the Vendor shall fail or refuse to comply with its obligations under this section, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

**7. Termination:** At any time and without cause, the County shall have the right, at its sole discretion, to terminate this contract by giving seven (7) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.

**8. Invoice:** Purchase Order number must appear on all invoices, packing lists, shipping notices, and any correspondence. Invoices must be fully itemized. A separate invoice shall be provided for each Purchase Order.

**9. Payment Terms & Cash Discounts:** Payments shall be made at the prices stipulated herein for goods or materials delivered or services rendered. Payment on partial deliveries or services may be made when requested by the Vendor and approved by the County. Payment shall be made within forty-five (45) days following County's receipt of itemized invoices. For any cash discount specified in this contract, time will be computed from the date of the completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received, whichever is later. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing the County warrant or check.

**10. Assignment:** This contract may not be assigned in whole or in part without the prior written consent of the County.

**11. Independent Capacity:** In the performance of this contract, agents and employees of the Vendor shall act in an independent capacity and not as officers, employees or agents of the County.

**12. Indemnity:** The Vendor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damages to property or any economic or consequential losses, which are claimed to or in any way arise out of, or connected with the Vendor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Vendor and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Vendor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

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

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

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

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

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

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

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

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

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

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