

REQUESTOR

COUNTY of EL DORADO



FENIX#2188

PURCHASE ORDER NO.

Procurement & Contracts

F.O.B. POINT

BLANKET PURCHASE ORDER

BP20170807

DATE	REQUISITION NO. TY	/PE	BLANKET PO#	PAGE	DELIVERY DATE	EXPIRATION DATE	THIS NUMBER MUST BE ON ALL INVOICES, PACKING
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PLACERVILLE

ELDOB ENTERPRISES, LLC DBA SIERRA NEVADA TIRE & WHEEL 659 MAIN STREET

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CA 95667

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This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

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DBA SIERRA NEVADA TIRE & WHEEL

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DBA SIERRA NEVADA TIRE & WHEEL

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PLEASE REFER ALL QUESTIONS CONCERNING THIS ORDER TO:

CIERRA GARCIA

(530) 642-4925

EXT 4925

VENDOR NUMBER

: 024522

INDEX SUB-OBJECT REQUESTING DEPT: DEPT OF TRANSPORTATION

1121 SHAKORI DRIVE

MEYERS

CA 96150

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CA 96150

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Purchasing Agent

(Note: Authorized signature in lieu of Purchasing Agent for purchase.

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 that 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;
 - 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.



COUNTY OF EL DORADO Procurement & Contracts

ATTN: Purchasing Agent 330 Fair Lane Placerville, CA 95667 INVITATION TO BID & BID #17-863-062

DUE: 3:00 PM - May 15, 2017

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

"BID #17-863-062, MAILROOM - 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 twelve-month (12-month) period. The majority of the services will be performed at the El Dorado County Community Development Agency's Transportation Division Yards (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 (July 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 PREPAIR	FOB DESTINATION
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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 & WHEEL

Firm Name

(559 MAIN ST

Mailing Address

PLACERVILLE CA 95667

City State Zip

Phone

Signature of Authorized Agent

WILLIAM G BODLE OWNER

Print Name & Title of Authorized Agent

5-12-17

Date

(530) 622-4714

Phone

Fax

Mail Address 6

Copies of bids available at http://www.edcgov.us

Bid Preparation / Submittal Checklist

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[X]	All required bidder information on Page one (1) of the Invitation to Bid is completed and has the original signature of an authorized agent.
[1,7]	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 fifteen (15) through twenty-five (25) (for the East Slope) and Pages twenty-nine (29) through thirty-eight (38) for the West Slope, are bid 100% complete or per the specified instructions.
174	Note any prompt payment discounts available on the Quotation Schedule, Pages twenty-four (24) for the East Slope, and thirty-seven (37) for the West Slope.
17/1	Indicate delivery lead times on the Quotation Schedule, Pages twenty-five (25) for the East Slope, and thirty-eight (38) for the West Slope.
171	A valid California Seller's Permit number is entered on Page seven (7).
[7/]	All requirements of Invitation to Bid have been met.
171	Local Vendor Preference Affidavit of Eligibility form submitted with bid; link to form information available on Page nine (9).
1	List any Exceptions to Bid Specifications on Pages Twenty-six (26) for the East Slope and thirty-nine (39) for the West Slope.
1 1/2	Provide the Vendor's Place of Business address and one-way mileage to each delivery location, Pages twenty-five (25) for the East Slope, and thirty-eight (38) for the West Slope.

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). Minorities, Females and Handicapped are encouraged to participate (M/F/H).
- (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.

<u>Information:</u> For additional information, contact Eric van Leeuwen, Buyer II, at (530) 621-5834 (email eric.vanleeuwen@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.

Quotation Schedule: The Quotation Schedule on Pages fifteen (15) through thirty-one (31) for the East Slope and on Pages thirty-five (35) through fifty (50) 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 thirty-two (32) for the East Slope and Page fifty-one (51) for the West Slope. The notation must clearly explain why the deviation was made from the bid specifications. <u>Bidders not complying will not be considered in the evaluation and award process</u>.

<u>Requirements:</u> 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 thirty-three (33) and thirty-four (34).

If the awarded vendor fails to comply with any of the listed requirements during the awarded twelvemonth (12-month) period, the bid award may be cancelled and awarded to the next lowest bidder.

<u>Specifications:</u> 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.

Specifications (continued):

5. Tire Types:

- a. 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 in excess of sixty (60) ounces of weight to achieve true static balance.
- b. Radial truck tires shall be constructed of steel belts on the sidewall and tread, and shall have retreadable casings.
- c. 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 fifty-six (56), for further requirements).

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

<u>California Sales & Use Tax Requirement</u>: 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 102-291497

<u>Delivery:</u> Product shall be delivered F.O.B. destination, freight prepaid, on ground or inside delivery, to the one of following locations:

Category I - East Slope: Transportation Division Yard

1121 Shakori Drive Meyers, CA 96150

Category II - West Slope: Transportation Division Yard

2441 Headington Road Placerville, CA 95667

<u>Incomplete and Altered Bids:</u> 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.

<u>Terms and Conditions</u>: 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.

<u>Merchantability:</u> 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.

<u>County's Rights</u>: 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

<u>Pricing:</u> Bid prices shall remain firm for the awarded twelve-month (12-month) period. In case of default by the awarded vendor, the County may procure the product from another source and may recover the loss by legal process. Please refer to the "General Terms and Conditions," under "Award," Item #9.

<u>Escalation Clause:</u> 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.

No price change related to cost other than raw material costs will be considered as a basis for price adjustment consideration.

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

<u>Returns:</u> 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.

<u>Federal, State, and Local Laws:</u> 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.

<u>Business License</u>: 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. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate.

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.

<u>Local Vendor Preference:</u> 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:

http://edcgov.us/Contracts/Forms/LocalVendorForm.aspx

Where state sales tax will be paid for the purchase, the local business must possess a valid resale license from the State Board of Equalization 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.

<u>Compliance:</u> 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 blanket purchase order 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, blanket purchase order or contract. All invoices must include the purchase order number, blanket 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.

<u>El Dorado County Web Site Requirements:</u> 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/invite.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."

<u>Public Agency:</u> 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.

<u>Conflict of Interest:</u> 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 thirty (30) days.

Award: The bid may be recommended 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.

<u>Bid Results:</u> The Procurement and 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.

<u>Bid Submittal:</u> 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 # 17-863-062, MAILROOM - 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., May 15, 2017:

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 assure 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 and 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.

Category I - East Slope - Requirements

<u>East Slope Requirements</u>: Below are the minimum qualifying requirements. If the awarded vendor fails to comply with any of the following requirements during the awarded twelve-month (12-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" 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 "P" of the East Slope Quotation Schedule on Page twenty-nine (29) 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 quote a minimum percentage off manufacturer's suggested retail price (MSRP) for additional tire purchases during the awarded period. Provide the percentage off MSRP on the Quotation Schedule, Page thirty (30), Schedule "S".
- 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-nine (29), Schedule "R". "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 Community Development Agency, Transportation Division, 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.

East Slope Requirements (continued):

- 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 MSRP documentation 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 "R" on Page twenty-nine (29) 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 (July 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 Quotation Schedule "S", 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.

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" and at least 90% of those items where no "X" appears in that column.

SCHEDULE A: NEW TIRES

(Highway tread. Do <u>not</u> include dismount, balance, or mount charges.)

TIRE SIZE	BID REQUIRED	LOAD RANGE	MANUFACTURER/ MODEL	PRODUCT CODE	UNIT PRICE
4.80/4.00-8		С	STC HIRUN TRAILER	WD1003	\$ 30.00 /each
8.25R15TR	X	G	SUMITOMO	5530504	\$ 280,00/each
ST225/75D-15	Х	D	HI-RUN TRAILER	LZ1006	\$ 5 e e /each
225/70R19.5	Х	F	DPT 231 URBAN DAWG	DPT 21312257014514	\$ 180.00 /each
425/65RL22.5 (Vactor Steer)	Х	L	DUNLOP SP281 WIDE BASE	271131486	\$ <i>5</i> 84.97 /each
425/65R22.5 (Vactor Steer)		L	IRONMAN MXSVCI-402	91920	\$ 550. 00/each
11R22.5	Х	Н	GOODYEAR G399A	756817596	\$ PAGE 26/each
11R22.5		Н	IRONMAN I-109 A/PRIB	90302	\$ 2.85, 00/each
315/80R22.5	Х	L	MICHELIN	64204	\$1000.00/each
315/80R22.5		L	TRONMAN MXSV A/PI-301	90825	\$410.00 /each

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.

SCHEDULE B: NEW TIRES

(Mud and snow tread, drilled for studs; <u>not</u> all-season tread.) (Do <u>not</u> include dismount, balance or mount charges.)

TIRE SIZE	BID REQUIRED	LOAD RANGE	MANUFACTURER/ ITEM/CODE MODEL NUMBER		UNIT PRICE
LT235/85R-16	Х	E	GOODYEAR	312036142	\$155.31 /each
			WRANGLER		
			DURATRAC		
LT245/75R-16	Х	Е	GOODYEAR DURATRAC	312249027	\$159. 44 /each
225/70R19.5	X	F	GDY G622 RSD	139755205	\$390,00 /each
11R22.5	Х	Н	SAMSON GL293D	86100-2	\$ 360.00/each
11R22.5	Х	Н	GDY G622 RSD	138307265	\$ 610.00 /each
11R22.5	Х	Н	IRONMAN OSDI-370	86221	350.00/each
12R22.5	Х	Н	SAMSON GL293D	86060-2	\$ 450.00 /each
12R22.5	×	Н	GDY G622 RSD	138302265	\$730.00 /each

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.

SCHEDULE C: NEW TIRES

(All-season tread; mud and snow rated.)

(Do <u>not</u> include dismount, balance or mount charges.)

TIRE SIZE	BID	LOAD	MANUFACTURER/	ITEM/CODE	UNIT PRICE
	REQUIRED	RANGE	MODEL	NUMBER	
LT245/75R-16	Х	E	IRON MAN ALL COUNTRY AT	91208	\$ 130.00/each
LT235/85R-16	Х	Е	IRONMAN ALL COUNTRY AT	93220	\$ 130.00/each
225/70R-19.5	Х	F	IRONMAN OSDI -604	87354	\$ 190.00/each

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.

SCHEDULE D: NEW TIRES/TRACTION TREAD

(Do <u>not</u> include dismount, balance or mount charges.)

TIRE SIZE	BID REQUIRED	LOAD RANGE	MANUFACTURER/ MODEL	ITEM/CODE NUMBER	UNIT PRICE
14.00R-20 (Rotary Plow or Blower) RADIAL	Х	N	ADVANCE RADIAL TRUCK GL073A	87305G	\$ 980,00 /each
14.00R-20 (Rotary Plow or Blower) RADIAL	Х	N	ALLIANCE 228 NATO LUG TT	22807404	\$ i,500.00 /each
14.00R-20 (Rotary Plow or Blower)RADIAL		N			SEE PAGE 26
385/95R24 (Rotary Plow or Blower)	Х	N	BRIDGESTONE VHS E-2	421790	\$1,345.05/each
385/95R24 (Rotary Plow or Blower)	Х	N	EBT CRANE DAWG	V030218	\$1,150.00/each
19.5L-24		Е	EBT DIRTY DAWG	27257476	\$580.00/each
15.5-25	Х	F	FBT LOADER DAWG	FB 15525FLZZ	\$580.00/each
15.5-25 E3 Rock	X	Н	EBT ROCK DAWG	FB155251	\$ 680.00/each
15.5R25 Radial	X	F	FBT ROCK DAWG RADIAL	EBT 155R25RDR	\$1,000.00/each
17.5-25	X	F	EBT LOADER DAWG	EB 17525 FL 22	\$ 700. ⁰⁰ /each
14.00-24 (Rotary Plow or Blower)	X	L	SAMSON GL-982	41400-2	\$ 950. ⁰⁹ each
14.00-24 (Rotary Plow or Blower)		L	SAMSON E-3 CRUSHER	17059-2	\$ 750.00 /each
14.00-24 (Rotary Plow or Blower)		L	MICHELIN XGLAZ	15924	\$1,650 ^{,00} /each
14.00-24 (Motor Graders)	Χ	F	EBT TOP DAWG	EB140024FG22	\$680. ⁰⁰ /each
14.00-24 (Motor Graders)	X	F	CAMO PLAST SOLID DEAL	SD1424 FG22	\$680. ⁰⁰ /each
14.00R-24 (Motor Graders) Radial	Х	F	MICHELIN X-SNOW	53173	\$2,100, ⁰⁰ leach
14.00R-24 (Motor	X	1*	GOODYEAR AS-3A		\$ SEE PG /each

Graders) Radial					
14.00-24	Х	Н	EBT / Rock Dawg		\$725.00 /each
(Motor Graders)				FB1424HG 32	
G3 Rock					
14.00-24	X	Н	SAMSON		\$ 900.00 /each
(Motor Graders)			ROCK	41117060	
E3 Rock			LUG E-3 TT		
12.5/80-18	Х	Е	EBT DAWG	EB125818GTC2	\$ 400.00/each
Backhoe			LEAD DAWG		

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.

SCHEDULE E: RECAPS MUD AND SNOW TREAD, DRILLED FOR STUDS

Tread Type: Bandag 4310 or equivalent. Tread Depth Minimum: 22/32" (Do <u>not</u> include dismount, balance or mount charges.)

TIRE SIZE	BID REQUIRED	LOAD RANGE	MANUFACTURER/ MODEL	ITEM/CODE NUMBER	UNIT PRICE
225/70R19.5	Х	F	GDY/BRS/MICH	N/A	\$ 190,00 /each
11R22.5	Х	Н	GDY/BRS/MICH	N/A	\$ 220,00/each
315/80R22.5		L	GDY/BRS/MICH	N/A	\$ 300.00 /each
12R22.5	Х	Н	GDY/BRS/MICH	N/A	\$ 300°00/each

SCHEDULE F: RECAP HIGHWAY TREAD

Tread Type: Bandag Highway or equivalent Tread Depth Minimum: 16/32"

TIRE SIZE	BID REQUIRED	LOAD RANGE	MANUFACTURER/ MODEL	ITEM/CODE NUMBER	UNIT PRICE		
11R22.5	Х	Н	GDY/BRS/MICH	N/A	\$ 220.00/each		
12R22.5	X	Н	GDY/BRS/MICH	N/A	\$ 300.00 /each		
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.							

SCHEDULE G: RADIAL CASINGS

Casing Specs: Maximum 3 years old, Grade "A" quality only. (Do <u>not</u> include dismount, balance or mount charges.)

TIRE SIZE	BID REQUIRED	LOAD RANGE	MANUFACTURER/ MODEL	ITEM/CODE NUMBER	UNIT PRICE		
11R22.5		Н	GDY/BRS/MICH	N/A	\$ 90.00 /each		
12R22.5		Н	GDY/BRS/MICH	N/A	\$100 00 leach		
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.							

SCHEDULE H: NEW TUBES

TIRE SIZE	BID REQUIRED	MANUFACTURER/ MODEL	ITEM/CODE NUMBER	UNIT PRICE
4.80-8		CARLISLE	320400	\$ 6.00 /each
8.25R-15		FIRESTONE	556573	\$ 30.00 /each
14.00-20	Х	FIRESTONE	553105	\$ 90.00 /each
14.00-R24	Х	FIRESTONE	553190	\$ 95.00 /each
385/95R24	Х	FIRESTONE	540747	\$ 105,00 /each
Erasures, ove	erwrites, and th	ne use of correction flui	id/tape are NOT ac	ceptable.
		ral Terms and Conditio		=

SCHEDULE I: FLAT / SPOT REPAIRS

	Bid Required	Flat R	Repair	Bid Required	Spot Repair
	-	VENDOR SHOP	COUNTY YARD		Vendor Shop
Passenger and Light Truck sizes up to and including 7.5-16	Х	\$ <u>20,°</u> 0/ea	\$ <u>150.∞</u> /hr	Х	\$ <u>30.00</u> /ea
Stems	Х	\$_3,0	OO_/ea		
Patches	Х	\$	/ea		
Truck sizes 8.25-20 through 12.00-24.5	Х	\$ <u>40.[∞]</u> /ea	\$ <u>150.00</u> /hr	Х	\$ <u>40.00</u> /ea
Stems	Х	\$_5,0	o_/ea		
Patches	Х	\$ <u>5</u> ,0	<u>O_</u> /ea		
Equipment sizes 14.00-20 through 17.5-25	Х	\$ <u>80.00</u> /ea	\$ <u>150.00</u> /hr	×	\$ <u>40.00</u> /ea
O-rings	Х	\$ 10.0	<u>O O</u> /ea		
Stems	Х	\$_8.0	<u>O</u> /ea		
Patches	Х	\$ <u>5.00</u> /ea			
HD Boot	Х	\$ <u>25.00</u> /ea			
Tire Foam Fill Material	х	\$ <u>2.00</u> /lb			
Tractor Tire Sealant	Х	\$ 2.0	2 0/lb		

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.

SCHEDULE J: SECTION REPAIRS

(ESTIMATED QUANTITY ACROSS ALL SIZES IS 1)

10.00-22.5	\$30.00/ea	14.00-20	\$ 30.00/ea	17.5-2	25 \$ 30.6	ე∩/ea
11R22.5	\$30.00 /ea	14.00-24	\$ 30.00/ea	19.5-2		
12R22.5	\$ 30.00 /ea	15.5-25	\$ 30.00/ea		, 50.0	0.54
		16.8-24	\$30.00/ea			
∃ Eras	sures overwrites	and the use of	Correction fluidit	NIC		

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.

SCHEDULE K1: DISMOUNT/ MOUNT

		Single Piece Rim Per Tire		2 Piece Rims Per Tire	
	BID REQUIRED	VENDOR SHOP	COUNTY YARD	VENDOR SHOP	COUNTY YARD
Light Truck & Small Trailer tires	Х	\$ <u>20</u> ,000/ea	\$ <u>150 00</u> /hr	\$ <u>30.00</u> /ea	\$_150.00 _/hr
225/70R-19.5	X	\$ <u>30.00</u> /ea	\$ <u>150</u> ,00 /hr	\$_30.00 /ea	\$ <u>150.00</u> /hr
11.00-22.5 thru 12.00-24.5	X	\$ <u>40.00</u> /ea	\$ <u>150.</u> ∞/hr	\$ <u>40.00</u> /ea	\$ <u>150.00</u> /hr
14.00-20.00 thru 19.5-25	X	\$ <u>80.00</u> /ea	\$ <u>150.00</u> /hr	\$ <u>80.00</u> /ea	\$ <u>150.00</u> /hr

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.

SCHEDULE K2: BALANCE

		Bubble Bal Per Tir		Spin Balance Per Tire
Light Truck & Small Trailer tires	\$	Ø	/ea	\$20.00/ea
225/70R-19.5	\$	Ø	/ea	\$ 20.00 /ea
11.00-22.5 thru 12.00-24.5	\$	Ø	/ea	\$ 20.00 /ea
14.00-20.00 thru 19.5-25	\$	Ø	/ea	\$20.0 O /ea
Balance Beads	\$	10.00	/ea	6 oz hag
Erasures, overwrites, an	d the us	e of correctio	n fluid/ta	pe are NOT acceptable
Refer to Item #3 of the G	eneral To	erms and Con	ditions f	or specific instructions

SCHEDULE L1: LABOR TO INSTALL STUDS IN SNOW TIRES (Includes Studs)

LT245/up to 19.5"	\$ 30 _. 06 /each
20" and up	\$ 50.00 /each
	rwrites, and the use of correction fluid/tape are NOT acceptable. #3 of the General Terms and Conditions for specific instructions.

SCHEDULE L2: LABOR TO DRILL NON-PINNED TIRE FOR STUDDING (Includes Studs)

LT245/up to 19.5"	\$ 40.00/each	
20" and up	\$ 50.00 /each	
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.		

SCHEDULE M: SERVICES * (See Requirements 2 through 5 on Pages 6 & 7)

Dismount, Mount, and Repairs: [per hour (*)] (*) Must match "County Yard" hourly rate reflected in Schedules L	\$_150.00 and N1.
Front End Alignment: Light Truck (per vehicle)	\$ 59.95
Front End Toe Set: Medium to Heavy Duty (per vehicle)	\$ SEF PAGE 26
* Note 1: 200 combined service hours for the one (1) year period evaluation.	will be used for the basis of
Erasures, overwrites, and the use of correction fluid/tape Refer to Item #3 of the General Terms and Conditions for	

SCHEDULE N:	DISPOSAL FEES:

Light Truck Tires (Up to 19.5")	\$_5-00	Calif. State Tire Fee:	\$ <u>1.75</u>
Semi-Truck Tires (20" to 24")	\$_10.00	Calif. State Tire Fee:	\$_1.75
Backhoe Tires (25" and up)	\$_20.00	Calif. State Tire Fee:	\$ <u>1.75</u>
Grader Tires (14.00-24)	\$_20.00	Calif. State Tire Fee:	\$_1.75
Snow-blower Tires (20" and up)	\$ 20.00	Calif. State Tire Fee:	\$_1,75
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.			

SCHEDULE O: EMERGENCY SERVICE CALLS:

Emergency Service Call at locations other than County Yard	(per hour) \$_180_0
Emergency Service Call at County Yard (per hour)	\$ 180.00
Erasures, overwrites, and the use of correction Refer to Item #3 of the General Terms and Cond	fluid/tape are NOT acceptable. itions for specific instructions.

SCHEDULE P: ADDITIONAL PURCHASE DISCOUNT * (East Slope)

REQUIRED - Quote a minimum percentage off Manufacturer's Suggested Retail Pricing (MSRP): 20 % (Multiple discount structures not allowed.)

Additional discount structures are not acceptable; bidders must quote a minimum percentage off MSRP for the equipment / truck tires, tubes, and related products and services not listed above.

Invoices that include items not on the Quotation Schedule must include a copy of the MSRP listing as documentation of the cost. Payment of invoices which require, but do not include, such documentation will be delayed until receipt of the required documents.

* Note 2: \$3,000.00 in purchases for the one (1) year period will be used for the basis of evaluation.

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.

Prompt Payment Discount

PROMPT PAYMENT DISCOUNT TERMS
Indicate percentage discount for prompt payment. Note: Number of Days Less than twenty (20) will be considered as NET by the County)
% Discount if paid within <u>30</u> days of invoice date.
Indicate "Net" if no prompt payment discount terms are offered.
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.
Refer to item #0 of the General Terms and Conditions for specific instructions.

COUNTY	OF	EL	DORADO	
Procuren	ient	. &	Contracts	

Page 25

INVITATION TO BID & BID: #17-863-062

Delivery:						
DELIVERY						
Indicate the number of days after receipt of order (ARO) for delivery: Refer to Page (), "Delivery" for specific delivery requirements.						
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.						
One-Way Mileage (East Slope)						
One-way mileage from vendor's place of business to Meyers, CA:Miles						
Transportation County Yard 1121 Shakori Drive Meyers, CA 96150						
Vendor Address:						
659 MAIN ST						
PLACERVILLE, CA						
95667						
"After-Hours Service Number" for emergencies and holidays: (530) 320-4903 or (530) 320-96 14 (Required)						

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.

Page 15-Line 3: Product Code does not match
size requested.
Page 15-Line 7: Product Code does not match
size requested.
Page 17-Line 3: A third option of a radial 1400RZO
is not available
Page 17- Line 17: Item is discontinued
Page 22-Line 7: We are not able to do medium to
heavy duty front end toe set at
this time.

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 II - West Slope - Requirements

<u>West Slope Requirements:</u> Below are the minimum qualifying requirements. If the awarded vendor fails to comply with any of the following requirements during the awarded twelve-month (12-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" 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 "P" of the West Slope Quotation Schedule on Page forty-eight (48) 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 quote a minimum percentage off manufacturer's suggested retail price (MSRP) for additional tire purchases during the awarded period. Provide the percentage off MSRP on the Quotation Schedule, Page forty-nine (49), Schedule "Q".
- 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 forty-eight (48), Schedule "P". "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 Community Development Agency, Transportation Division, with current manufacturer's list pricing for all tire purchases not specified on this bid.

West Slope Requirements (continued):

- 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 MSRP documentation 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 "P" on Page forty-eight (48) 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 (July 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 fifty (50).
- 18. Awarded bidder must be registered and maintain a current permit with the State of California, Department of Resources, Recycling and Recovery Tire Program.

QUOTATION SCHEDULE

CATEGORY II – WEST SLOPE

<u>SCHEDULE A: NEW TIRES – HIGHWAY TREAD:</u> 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)" (Odd Numbers), and at least 90% of those items where no "X" appears in that column. (Do not include dismount, balance, or mount charges.)

Optional (Even Numbers): Bid the same size tire in an alternate brand as the tire line above.

TIRE SIZE	REQ'D	LOAD RANGE	MANUFACTURER/ MODEL (BRAND)	PRODUCT CODE	UNIT DDICE
					UNIT PRICE
				68146	\$ PAGE 39 ea
ST225/75R15		D	RADIAL TRAIL	64104621	\$ 100.00 ea
ST225/75D15	X	E	SPORT TRAIL	6H01411	\$80.00ea
ST225/75D15		Е	TOW-MASTER	T1528 C	\$80.00 ea
7.00-15LT	Х	D	CARLISLE SPORT TRAIL	6H01441	\$ 95.0 O ea
7.00-15LT		D	SAMSON TRAILER	12012-2	\$110.00 ea
8.25R15TR	Х	J	Power King; Low Platform Trailer	CZ - 42	\$350. ⁰⁰ ea
8.25R15TR		J	DOUBLE COIN	1132598257	\$280.00ea
LT225/75R16	X	D	Firestone HT	189752	\$ 111.53 ea
LT225/75R16		D	IRONMAN RADIAL AIP	91613	\$125.00ea
LT245/75R16	Х	E	GDY Wrangler HT	744395900	\$136.37 ea
LT245/75R16		E	IRONMAN RADIAL A/P	91615	\$ 35.00 ea
LT235/85R16	Х	E	GDY Wrangler HT		\$129.09 ea
LT235/85R16		E	IRONMAN RADIAL AIP		\$135.00 ea
LT245/85R16	Х	G			\$ PAGE 39 ea
LT245/85R16		G ·			SEE \$ PAGIE 3C1 ea
LT245/75R17	Х	Е		91594	\$145.00 ea
LT245/75R17		E	MSC COURSER HXT	22019	\$195.00ea
225/70R19.5	Х	F	Goodyear 622	139755205	\$ 390,00ea
225/70R19.5		F	IRONMAN I-109 A/P	86203	\$175.00ea
245/70R19.5	Х	F	IRONMAN I-109 A/P		\$195.00 ea
245/70R19.5		F	HERCULES	59216	\$ 200.00 ea
	ST225/75D15 7.00-15LT 7.00-15LT 8.25R15TR 8.25R15TR LT225/75R16 LT225/75R16 LT245/75R16 LT245/75R16 LT235/85R16 LT235/85R16 LT245/85R16 LT245/85R16 LT245/75R17 LT245/75R17 225/70R19.5 225/70R19.5 245/70R19.5	ST225/75R15 ST225/75D15 X ST225/75D15 7.00-15LT X 7.00-15LT 8.25R15TR X 8.25R15TR LT225/75R16 LT225/75R16 LT245/75R16 LT245/75R16 LT235/85R16 LT235/85R16 LT245/85R16 LT245/75R17 X LT245/75R17 X LT245/75R17 Z25/70R19.5 Z45/70R19.5 X X X X X X X X X X X X X	ST225/75R15 D ST225/75D15 X E ST225/75D15 E 7.00-15LT X D 7.00-15LT D 8.25R15TR X J 8.25R15TR J LT225/75R16 X D LT245/75R16 X E LT245/75R16 X E LT235/85R16 X E LT235/85R16 X E LT245/85R16 G G LT245/75R17 X E LT245/75R17 E E 225/70R19.5 X F 245/70R19.5 X F 245/70R19.5 F F	ST225/75R15	ST225/75R15

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.

SCHEDULE A: NEW TIRES - HIGHWAY TREAD, CONTINUED: 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 Reg'd)" (Odd Numbers), and at least 90% of those items where no "X" appears in that column. (Do not include dismount, balance, or mount charges.)

Optional (Even Numbers): 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			
23	7.50-R16LT	Х	G	IRONMAN I-109	93354	\$ 125.00ea			
24	7.50-R16LT		G	HANKOOK FIG	2000863	\$ 285.00ea			
25	425/65RL22.5 (Vactor Steer)	Х	L	IRONMAN MXSVC I-402	91920	\$550.00 _{ea}			
26	425/65RL22.5 (Vactor Steer)		L	HERCULES A/P WB H-402	59980	\$575.00ea			
27	255/70R22.5	Х	Н	IRONMAN AIP RIB I-181 DPT	86211	\$235.00ea			
28	255/70R22.5		H	DPT URBAN DAWG	DPT 255 7022516	\$240.00ea			
29	11R22.5	Х	Н	HERCULES H-301	72062	\$330.0 Q ea			
30	11R22.5	Х	Н	Dunlop SP160	271108673	\$400.00ea			
31	12R22.5	Х	H	GOODYEAR 661	138577337	\$ 700.00ea			
32	12R22.5		Н	Samson	87408-2	\$ 380.00ea			
33	12R22.5	Х	Н	MICHELIN XZY3		SEE \$ PAGE 39 ea			
34	315/80R22.5		L	MICHELIN X WORKS Z	64204	\$1,000,00ea			
35	315/80R22.5	Х	L	MICHELIN XZY3	40200	SEE \$ PAGE 39 ea			
36	11R24.5	Х	Н	IRONMAN I-109	90304	\$300.0 Dea			
37	11R24.5		Н	SAMSON GLZ83A	88040-2	\$ 320.00 ea			
	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.

<u>SCHEDULE B: NEW TIRES – MUD & SNOW TREAD (Drilled for Studs; Not All-Season Tread):</u> 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)" (Odd Numbers), and at least 90% of those items where no "X" appears in that column. (Do <u>not</u> include dismount, balance, or mount charges.)

Optional (Even Numbers): Bid the same size tire in an alternate brand as the tire line above.

BID ITEM#	TIRE SIZE	BID REQ'D	LOAD RANGE	MANUFACTURER/M ODEL (BRAND)	PRODUCT CODE	UNIT DDICE		
38				, ,	CODE	UNIT PRICE		
	LT235/85R16	X	E	GDY DURATRAC	312036142	\$250.0 Oea		
39	LT235/85R16		E	MASTERCRAFT COURSER MGR	5737	\$ 170 .00 ea		
40	225/70R19.5	X	F	TRONMAN OSD I-604	8735	\$ 200.00 ea		
41	225/70R19.5		F	KELLY RSD ARMORSTEL	358623004	\$320.00ea		
42	245/70R19.5	Х	F	IRONMAN OSD I-604	86234	\$ 225,00 ea		
43	245/70R19.5		F	HERCULES OSD H803	73465	\$ 230,000 ea		
44	11R22.5	X	Н	Dunlop SP431A	271127773	\$490,00ea		
45	11R22.5		Н	SAMSON OSD GL 293D	86100-2	\$280.00ea		
46	12R22.5	Х	Н	GOODYEAR G622	138302265	\$730.00ea		
47	12R22.5		Н	MICHELIN X WORKS Z	11073	\$820,000		
	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.							

<u>SCHEDULE C: NEW TIRES - TRACTION TREAD</u> (Do <u>not</u> 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		
48	19.5L-24		Е	EBT DIRTY DAWG	27257476	\$ 580.00 ea		
49	15.5-25	Х	F	EBT LOADER DAWG	£B15525FL22	\$580.00 ea		
50	17.5-25	Х	F	EBT LOADER DAWG EBT	£B17525FL22			
51	20.5R-25	Χ	1 Star	ROCK DAWG	EB20525-2			
52	20.5-25	Х	20-Ply	EBT ROCK DAWG		\$1,400.00ea		
53	18.4-30		D	FARM DAWG	32417604	\$ 750. ^{QQ} ea		
54	14.00-24 (Motor Graders)	Х	F	EAST BAY TIRE	EB140024F G22	\$680.00ea		
55	14.00-24 (Motor Graders)		F	SOLID DEAL	SD1424 FG22	\$680.00ea		
56	14.00-R24 (Motor Graders)	Х	F	MICHELI H X SNOW	53193	\$2,100. ⁰⁰ ea		
57	14.00-R24 (Motor Graders)		F	EBT ROCK DAWG	EB1424HG32	\$ 725. [∞] ea		
58	18.4-26 (Paver)	X	F	GDY R-3		\$1,250. <i>0</i> 0ea		
	Erasures, overwrites, and the use of correction fluid/tape are NOT acceptable.							

(The remainder of this page intentionally left blank.)

Refer to Item #3 of the General Terms and Conditions for specific instructions.

<u>SCHEDULE D: NEW TIRES - SPECIAL EQUIPMENT</u> (Do <u>not</u> include dismount, balance, or mount charges.)

BID ITEM #	TIRE SIZE	BID REQ'D	LOAD RANGE	MANUFACTURER/ MODEL (BRAND)	PRODUCT CODE	UNIT PRICE			
59	12-16.5 skid steer extra reinforced	Х	F	SAMSON L-4A, H/D	16160-2	ONTIFICE			
	side wall			2 17 (, 1 1/12)		\$320.00ea			
60	12-16.5 skid steer		F	EBT		1,720,000			
	extra reinforced side wall			SKID DAWG	EB12165-2	\$ 250.00ea			
61	12.5/80-18	Х	Е	EBT Lead Dawg	EB125818G				
	Frasures evenurities and the constitution of the first transfer of								
	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.								

SCHEDULE E: RECAPS - MUD & SNOW TREAD (Drilled for Studs): Tread Type: Bandag 4310 or equivalent. Tread Depth Minimum: 22/32". (Do <u>not</u> include dismount, balance, or mount charges.)

BID ITEM #	TIRE SIZE	BID REQ'D	LOAD RANGE	MANUFACTURER/ MODEL (BRAND)	PRODUCT CODE	UNIT PRICE	
62	225/70R19.5	Х	F	GDY/BRS/MICH	N/A		
63	11R22.5	Х	Н	GDY/BDS/ALL	11/1	\$190.00 ea \$220.00ea	
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.							

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

BID ITEM #	DESCRIPTION	BID REQ'D	FLAT REPAIR	BID REQ'D	SPOT REPAIR
64-65	Passenger and light truck sizes up to and including	Х	(Item 64)	Х	(Item 65)
	19.5" rims		\$ 25.00 ea		\$ 30.00 ea
66	Stems	Х	\$ 5.00 ea		
67	Patches	Х	\$ Ø ea		
		I de	(Item 68)		(Item 69)
68-69	Truck sizes up to and including 24.5" rims	X		X	
	molading 2 no time		\$ 40.00 ea		\$ 40.00ea
70	Stems	Х	\$ 5.00 ea		
71	Patches	X	\$ 5.00 ea		
			(Item 72)		(Item 73)
72-73	Equipment sizes 14.00-20 through 17.5-25	X	_	X	
	unough 17.0 20		\$ 80.00 ea		\$ 40.00 _{ea}
74	O-rings	Х	\$ 10.00 ea	The eggine of the first of the	
75	Stems	X	\$ 8.00 ea		
76	Patches	Х	\$ 5.00 ea		
77	H D Boot	Х	\$ 25.00ea		
78	Foam Fill Material	X	\$ 2.00lb		
	Foam Fill Material			NOT ac	ceptable.

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.

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

BID ITEM#	SECTION SIZE	UNIT PRICE		BID ITEM#	SECTION SIZE	UNIT PRICE
79	14.00-20	\$ 30.00 ea		82	19.5-24	\$ 30.00
80	14.00-24	\$ 30.00 ea		83	15.5-25	\$ 30.00 ea
81	16.9-24	\$ 30.00 ea		84	17.5-25	\$ 30.00 ea

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.

SCHEDULE H: 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		
85-86	Up to 19.5"	×	(Item 85)	(Item 86)		
			\$ 25.00 ea	\$ 25.00 ea		
07.00	0.05.004.44.55.54.5	N 520	(Item 87)	(Item 88)		
87-88	8.25-20 to 11.00-24.5	X	\$ 40. 00 ea	\$40.00 ea		
			(Item 89)	(Item 90)		
89-90	14.00-20 to 19.5-25	Х	\$80.00 ea	\$80.00 ea		
91-92	Balance Beads	х	(Item 91)	(Item 92)		
	6 oz. bag		\$ 10.00 ea	\$10.00 ea		
			(Item 93)	(Item 94)		
93-94	Wheel Weights	X	\$ 5.00 ea	\$ 5.00 ea		
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.						

SCHEDULE I: LABOR - INSTALLATION OF STUDS IN SNOW TIRES (INCLUDES STUDS)

BID ITEM#	RIM SIZE		UNIT PRICE	
95	Up to and including 7.50-16	\$	30.00	ea
96	Sizes greater than 7.50-16	\$	30 - <i>00</i>	ea
97	Drill for studs on non-pinned tires (up to and including sizes 7.50-16)	\$	30.00	ea
98	Drill for studs on non-pinned tires (sizes greater than 7.50-16)	\$	50.00	ea
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.				

SCHEDULE J: 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
99	14"		Heavy Duty Trailer	\$60,00 ea
100	15"		Heavy Duty Trailer	\$ 60.00 ea
101	16"	X	Light Truck	\$ 180.00 ea
102	19.5"	II	Medium Duty Truck	\$ 180.00 ea
103	22.5"	X	Heavy Duty Truck (Hub Pilot or Budd)	\$ 150,00 ea

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.

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

BID ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE		
104	Dismount, Mount, Balance, and Repairs (per hr.)	Note 1*	\$ 120,00 hr		
105	Alignment (per vehicle)	1	\$ 59.95 ea		
106	Toe Set (per vehicle)	1	\$ 59. 95 ea		
107	Foam Fill Tires (per lb.)	1	\$ 2.00 lb		
108	Cut Off Foam Filled Tires	1	\$ 40.00 ea		
109	Tractor Tire Sealant (per lb.)	1	\$ 2.00 lb		
110	Disposal Fees: Light Truck Tires	10	\$ 5.00 ea		
111	Semi-Truck Tires	40	\$ 10.00 ea		
112	Backhoe Tires	10	\$ 20.00 ea		
113	Grader Tires	40	\$ 20.00 ea		
114	Snow-Blower Tires	10	\$ 30.00 ea		
115	Emergency Service Call – County Yard (per hour)	1	\$ 150.00 hr		
116	Emergency Service Call – Field locations other than County Yard (per hour)	1	\$ 150.00 hr		
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.

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

SCHEDULE L: ADDITIONAL PURCHASES DISCOUNT* - West Slope (Item 117)

PERCENTAGE OFF MANUFACTURER'S SUGGESTED RETAIL PRICING (MSRP): %(Multiple discount structures not allowed)
Invoices that include items not on the Quotation Schedule must include a copy of the MSRP listing as documentation of the cost. Payment of invoices which require, but do not include, such documentation will be delayed until receipt of the required documents.
* Pricing for additional tire purchases not included on Quotation Schedule.

(Evaluation will be based on \$5,000.00 in additional purchases.)

Additional discount structures are not acceptable; bidders must quote a minimum percentage off <u>MSRP</u> for the equipment / truck tires, tubes, and related products and services <u>not listed</u> above.

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.

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.)	
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.	

<u>Delivery</u>
DELIVERY
Indicate the number of days after receipt of order (ARO) for delivery: 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.
<u>Mileage</u>
One-way mileage from vendor's place of business to:
El Dorado County Transportation County Yard 2441 Headington Road Placerville, CA 95667
Vendor Address:
659 MAIN ST
PLACERVILLE, CA
95667
"After-hours" Service Number for emergencies and holidays: (<u>530)320 -4903 or (530)320 -961</u> 4
(Required)
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.

	Page 29-Line 18 Tire has been discontinued Page 29-Line 15: Not actual tire size. Page 29-Line 16: Not actual tire size. Page 30-Line 33: Tire has been discontinued. Page 30-Line 35: Tire has been discontinued.
\	Page 29- Line 15: Not actual tire size.
\	Page 29- Line 16: Not actual tire size.
)	Page 30-Line 33: Tire has been discontinued.
7	Page 30-Line 35: Tire has been discontinued.
	0

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.



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.

tion # (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:			

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 that 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;
 - 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.

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 runout 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.
- 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

- 3. New valve hardware (to include valve stem and double seal cap) will be installed whenever a runout 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.

Service Guidelines (Cont'd):

- 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.

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.

- Taxes: County is exempt from payment of Federal Excise Tax;
 Federal tax should not be included in any prices contained herein.
- 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 Purchasing Agent of the County.
- 3. Failure to Deliver: 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 Purchasing Agent and if a greater price than named in the contract be paid for such article or service, the excess price 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 Purchase Order, the Vendor shall give prior notification and obtain approval thereto from the Purchasing Agent of 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 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 to the County and/or County customers that any and all goods covered by this contract will be new unless otherwise specified and will conform to the drawings, specifications, samples, description and time provisions furnished by the County and will be of first-class material and workmanship and free from defect. In the event of a defect, malfunction or failure of the goods to conform with this warranty, the County shall have the right to require the Vendor to repair or replace the goods without charge within five (5) business days from being notified of the defect. If the Vendor cannot replace the goods and repair either is not commercially practicable or cannot be made within such five (5) business day period, the County shall have the right to require the Vendor to refund the purchase price. 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 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. Identification: Purchase Order number must appear on all invoices, packing lists, shipping notices, instruction manuals, and any correspondence. Invoices must be fully itemized and show date, weights, sizes, quantities, discounts, etc. Render separate invoices for each Purchase Order.
- 9. Cash Discounts: In connection with any cash discount specified in this contract, time will be computed from the date of completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received if the latter date is later than the date of delivery and/or performance. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing of the County warrant or check. Payment shall be made within thirty- (30) days following County's receipt of itemized invoices in triplicate. Payment shall be made at the prices stipulated herein for goods or materials delivered or services rendered and accepted less deductions, if any, as herein provided. Payment on partial deliveries or services may be made whenever amounts due so warrant or when requested by the Vendor and approved by the County.
- 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 Purchase Order, 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 attorneys 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. Patent Indemnity: The Vendor agrees to hold the County, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this contract, and agrees to defend, at Vendor's sole expense, any and all actions brought against the County or the Vendor because of the unauthorized use of such articles.
- 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 to enforce the terms of this contract or for the breach thereof shall be brought and tried in the County of El Dorado.
- **16. Funding:** Funds for this Purchase Order are available on a fiscal year basis. Should funds not be available, this Purchase Order shall be cancelled in its entirety.
- 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 EI 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. <u>Returns:</u> 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.



COUNTY OF EL DORADO PROCUREMENT & CONTRACTS DIVISION

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

LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY

AFFIDAVIT OF ELIGIBILITY
Complete all areas below. Incomplete forms may be rejected. DBA SIERRA NEVADA
1. LEGAL NAME OF FIRM: ELDOB ENTERPRISES, LLC TIRE & WHEEL Mailing Address: Physical Address (if different): OSG MAIN ST PLACERVILLE, CA 95667
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: 2012-0513j5 Issued by: EL DORADO COUNTY
4. For transactions which require sales tax, provide the following Reseller information: Reseller Permit Number: SRKH 102-291492 Enter the Company Name and Address as it appears on permit: SIERRA NEVADA TIRE & WHEEL. ELDOB ENTERPRISES LLC 659 MAIN ST PLACERVILLE, CA 95667
 Does your business have more than one office in the State of California?
Was the local business required to pay business and/or real property tax for the most recent tax year? ☐ Yes ☐ No If Yes, did the local business pay any of this tax to El Dorado County? ☐ Yes ☐ No

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 service for a period of one (1) year, pursuant to County of El Dorado Board of Supervisors Policy C17, Section 5.7.1. Authorized Signature: Date: 5°15°17 Printed Name & Title: WILLIAM G BODLE Phone: (530) 622-4714
OWNER 08/2012 - Version 2



To Whom It May Concern,

As per our conversations, I am supplying a cover letter to inform you about the line in the bid that says, "No price change related to cost other than raw material costs will be considered as a bases for price adjustment consideration". This line is found on page 8 of the invitation to bid #17-863-062 and bid #17-863-063.

As a way to keep the price as low as possible, we sell some brands off of a contracted price list for state and local government agencies supplied by the manufacturer. Usually, when we sell tires off the contracted price list, we sell them to you below our cost and get reimbursed for the difference from the manufacturer. This contracted pricing can change without notice. With this being said, due to the volatility of tire prices at this time, I cannot say with certainty that these prices will not increase before the end of this contract.

In the past, there was a scheduled date that these contracted prices would change, and I have been in touch in the past with your purchasing agents to have the bid dates coincide with these dates in order to be able to offer these contracted prices without interruption. In recent months, the tire manufacturers changed the prices before these dates, without warning. These price changes were not due to raw materials costs alone. We have received notice that there will be yet another increase in our cost not due to raw material costs.

Our concern is that by the end of the contract there may be one or more price increase not due to raw material costs resulting in Sierra Nevada Tire having to absorb the difference which could result in a loss scenario for us. We have been through this before and we had to absorb the loss as we could not use the escalation clause to increase the prices to cover our loss as it was not due to a raw material cost increase. We simply cannot afford to do this again. If the only reason that you can change prices is for raw materials cost increase, we will have to decline bidding for tire contracts now and in the future.

I had talked to Rick Blake, Senior Purchasing Agent, and he suggested that I provide this cover letter stating these concerns. Thank you for time and understanding.

Geoff Bodle

Owner, Sierra Nevada Tire & Wheel