

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works *mb*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE November 2, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the Purchase of Two 2011 Heavy Duty Water Trucks, Two 2011 Heavy Duty Super Dumps, One 2011 Heavy Duty 2-Axle Truck, and One 2011 Heavy Duty Transfer Set

STAFF RECOMMENDATIONS:

- 1) Award a contract in the amount of \$914,089.16 to Valley Peterbilt for the purchase of two (2) Heavy Duty 2011 Water Trucks, two (2) Heavy Duty 2011 Super Dumps, one (1) Heavy Duty 2011 2-Axle Truck, and one (1) Heavy Duty 2011 Transfer Set.
- 2) Authorize the Purchasing Agent/General Services Agency Director to sign the contract with Valley Peterbilt.

FISCAL IMPACT:

The cost of the Heavy Duty Water Trucks, Super Dumps, 2-Axle Truck, and Transfer Set will be 100% funded by Congestion Mitigation and Air Quality (CMAQ) grant funds awarded to the Department of Public Works for the purchase of alternative fueled vehicles. These vehicles will be fueled by bio-diesel, which falls under the CMAQ definition of alternative fuel. The Public Works Morgan Shop Fiscal Year 2010-2011 budget reflects the CMAQ grant and purchase of these alternative fueled vehicles. Therefore, sufficient funds are available in the Public Works Morgan Shop budget to cover the cost of the two (2) Heavy Duty Water Trucks, two (2) Heavy Duty Super Dumps, one (1) Heavy Duty 2 Axle Truck, and one (1) Heavy Duty Transfer Set.
(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-684

On motion of Supervisor O'Brien , Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize the Purchase of Two 2011 Heavy Duty Water Trucks, Two 2011 Heavy Duty Super Dumps, One 2011 Heavy Duty 2-Axle Truck, and One 2011 Heavy Duty Transfer Set

Duty Transfer Set.

DISCUSSION:

On June 15, 2008, the California Air Resource Board's adopted Fleet Rule, Title 13, Article 4, Section 2022, 2022.1, California Code of Regulations, to reduce diesel particulate matter and criteria emissions from in-use on-road diesel-fueled vehicles. Target dates to meet compliance of this rule are predetermined by the percentage of trucks replaced or retrofitted. There are annual reduction compliance targets through the year 2012, and the purchase of the Heavy Duty Water Trucks, Super Dumps, 2-Axle Truck, and Transfer Set helps the Department meet the target date of July 1, 2012.

The Department of Public Works Morgan Shop Division provides and maintains equipment for the Road and Bridge Operations and Maintenance Division. The Fiscal Year 2010-2011 budget approved the purchase of in-use-on-road alternative fueled equipment to fulfill the Roads and Bridges Division's need for two new Water Trucks, two new Super Dumps, one 2-Axle Truck, and one Transfer Set. The Department currently has in-use on-road diesel fueled equipment that will not meet the new regulations starting July 2012. The proposed purchases of the new alternative fueled in-use on-road vehicles will replace the existing vehicles with cleaner burning vehicles, reducing emissions, and enabling the Department to be in compliance with California Air Resource Board's adopted Fleet Rule, Title 13, Article 4, Section 2022 and 2022.1, California Code of Regulations.

The Water Trucks, Super Dumps, 2-Axle Truck, and Transfer Set play an important role to the Roads and Bridges Division in road maintenance and repair. Water trucks aid in compliance with PM 10 (particulate matter) regulations by controlling dust particles dispersed into the air. They also pump and transport water that overflows County roads during a heavy weather storm. The Super Dumps and Transfer Set safely transport large capacity materials like rocks, asphalt, sand, and chips to various types of road maintenance and repair projects in Stanislaus County. The 2-Axle Truck safely transports large capacity materials, or off road equipment not permitted to be driven on public roadways, to various road maintenance and repair projects. Overall this equipment saves project time, reduces expenses, and protects the public from road hazards. There has been an increase in road surface and shoulder repair projects in recent years. The new equipment is needed to help meet the demand of the increased repair projects while keeping up the quality and safety of the roads.

The two (2) Heavy Duty 2011 Water Trucks, two (2) Heavy Duty 2011 Super Dumps, one (1) Heavy Duty 2011 2-Axle Truck, and one (1) Heavy Duty 2011 Transfer Set are currently not in stock at Valley Peterbilt. The equipment is manufactured in Denton, Texas and will be shipped to Valley Peterbilt. Valley Peterbilt is responsible for loss during shipping and for all equipment until it is received by the Department of Public Works. The shipping is included in the purchase price of \$914,089.16. Payment to Valley Peterbilt will be made once the equipment is in Public Works' possession. The Department of Public Works is expected to receive the Heavy Duty Water Trucks, Super Dumps, 2-Axle Truck, and Transfer Set in February of 2011. Valley Peterbilt is a California business operating out of Turlock, California.

Approval to Authorize the Purchase of Two 2011 Heavy Duty Water Trucks, Two 2011 Heavy Duty Super Dumps, One 2011 Heavy Duty 2-Axle Truck, and One 2011 Heavy Duty Transfer Set

The General Services Agency (GSA) Purchasing Division published the notice inviting bids for the two (2) Heavy Duty 2011 Water Trucks, two (2) Heavy Duty 2011 Super Dumps, one (1) Heavy Duty 2011 2-Axle Truck, and one (1) Heavy Duty 2011 Transfer Set. The bids were posted online on September 17, 2010. The bidding cycle closed on September 30th with three responses for each bid. The lowest, most responsive bidder was Valley Peterbilt. On October 6th, GSA issued an intent to award the contracts pending Board approval to the lowest, most responsive bidder, Valley Peterbilt. Non-award letters were issued to the remaining two vendors on October 6th.

POLICY ISSUES:

This action is consistent with the Board's priorities of providing A Safe Community, A Healthy Community and A Well Planned Infrastructure System by adequately maintaining the County's road maintenance fleet while assisting to meet compliance with the State's diesel emission standards.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Mel Eslinger, Public Works Manager III. Telephone: 209-525-4130.

OT:lc

M:\Morgan Shop\Morgan\Board Items\Board Item_Combined On-Road_10-10



GSA PURCHASING AGENT
1010 Tenth Street, Suite #5400, Modesto, CA 95354
PO Box 3229, Modesto, CA 95353-3229
Phone: (209) 525-6319
Fax: (209) 525-7787

INVITATION TO BID

BID NO. 10-42-CB

PROJECT NAME:

2011 Water Truck Bid

BID INFORMATION:

BID RESPONSE DATE:
September 30, 2010

BID RESPONSE TIME:
"NO LATER THAN 2:30"

DELIVER BID RESPONSES TO:
Stanislaus County GSA Purchasing Division
1010 Tenth Street Suite #5400
Modesto, CA 95354

Bidders are required to submit an original and (2 copies) additional signed copies of their Bid response (including all required attachments) to the above address. Bids shall clearly identify the project name, Bid number, and Bid response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the Bid to be rejected.

BIDDERS COMPANY NAME: _____
(Type or Print)

Signed addenda/addendum to be included in the BID Response. Contractor to complete the below and return with the BID Response.

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Bidder's Name (Printed): _____

Bidder's Signature: _____

Bidder's Title: _____

BOND REQUIREMENTS *

Bid Security required	No	Amount <u>\$ 10% of the Project Price</u>
Performance bond required	No	Amount <u>\$ 100%</u>
Payment bond required	No	Amount <u>\$ 100%</u>

*See item 3 under General Terms and Conditions for specific security/bonding requirements. If required, only the successful Bidder shall submit a performance and payment bond as described in the General Terms and Conditions of this Bid.

FOR COUNTY USE ONLY

Bid was opened on above date and at prescribed place.

Received: Cashiers or Certified Check drawn on a California bank
 Surety Bond

By: _____

Stanislaus County GSA Purchasing Division

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
SCOPE OF WORK**

Specifications for a 2011 Peterbilt Model 348 Conventional Water Truck or equivalent

OCTOBER 2010

The following specifications are minimum unless otherwise noted. These specifications are prepared to represent features best suited to the intended use of the unit and are not intended to exclude units that vary slightly from these specifications. Judgment of these variations to rest with the Director of Public Works.

COMPLETE PACKAGE

Unit shall be a complete package from the bidding dealer. Dealer will be responsible for delivery of a complete operational unit. Preliminary and final configuration design will be coordinated with the Department of Public Works – Morgan Shop Fleet Manager for review and comment.

ITEM	SPECIFICATIONS	EXCEPTIONS (Please note, any exceptions that deviates from the original spec. should be noted.)
CHASSIS	<ul style="list-style-type: none"> • MODEL- HD 348 Peterbilt cab or equivalent • TRANSMISSION-Allison automatic 3000 RDS-P w/HD belly pan, TRANSYND to be included • ENGINE-Paccar PX-8 330 HP/2200 <u>1000@1400</u>, Exhaust Engine Brake • Silicone coolant hoses • REAR END-46,000 HMX400 Halmax, springs, 8-11R22.5 tires and aluminum wheels • BRAKE DRUMS-Outboard mounted • FULL LOCKING DIFFERENTIALS ON BOTH AXLES 7.17 Ratio • 1710 HD Driveline • FRONT AXLE-20,000# 20 ply 425/65R22.5 tires, polished aluminum wheels • Spare tire 11R22.5 and aluminum polished wheel • Auto slack adjusters • FRAME- Huck bolted full double frame 10-5/8" w/ three-piece HD gusseted cross member • AIR DRYER-Bendix AD-IS • Bug screen behind grill • FUEL TANK-Round polished aluminum 70-gallon • DEF tank frame mounted • BATTERY BOX-Aluminum • CA140"/84" end of frame WB 202" CAB-EOF210" CA132" • Curb to curb turning radius 39.2 feet • Max speed of 62 MPH • PAINT-Frame black • Removable Bug Screen behind grill • Factory authorized repair facility within a 20-mile radius of 1716 Morgan Road, Modesto 	

ITEM	SPECIFICATIONS	EXCEPTIONS (Please note, any exceptions that deviates from the original spec. should be noted.)
CAB	<ul style="list-style-type: none"> • CAB CONSTRUCTION-HD Huck bolted All Aluminum with lap-seamed, w/steel firewall, steel front floor sheet • Air Ride Cab • DRIVER SEAT-High back air ride • Air Conditioning • Instrument gauges • AM/FM radio • Cruise control • 7" vertical cab mounted exhaust & stainless steel guard • Rubber Fender Lips • PASSENGER SEAT-Non air ride • Extended rear window back of cab • Stainless Steel sun visor • CAB DOORS- 3/8" HD stainless steel piano hinges w/ right hand view window • Dash mounted air cleaner restriction gauge & warning light • Two-piece windshield • Tilt Steering wheel • Flat cab floor • Remote lube ports • HD Stainless steel Cowl-mounted mirrors w/convex mirrors • AIR CLEANER-Off-road severe duty w/safety filter • Fire Extinguisher • PAINT-Dupont Poly-urethane white • Pre wiring for county radio antenna top of cab 	
TANK	<ul style="list-style-type: none"> • SIZE-HD 4000 gallon steel 60"x96"x15' w/double plate, 3/16" floor • BAFFLE- (2) fitted & welded both sides; 3/16" • LADDER-left side mount, OSHA approved 3/4" steel • MANWAY • Hydrant fill 2-1/2" hydrant fill with air gap • SIGHT GAUGE-Front & rear, no top cover lid • FENDERS-12 gauge stainless steel construction welded to tank • REAR BUMPER-1/2" heavy bumper plate with hinged lid storage • LIGHTS LED-Standard DOT specifications; wiring in conduit • BACK-UP ALARM-Peterson 780 • WARRANTY-Five (5) year tank construction warranty 	
PUMP AND PLUMBING	<ul style="list-style-type: none"> • PUMP-Berkeley B3SRMS centrifugal w/mechanical seal • DRIVE-HD Rexroth piston hydraulic pump and motor, driven off hot shift PTO w/ Heavy-Duty Driveline between pump and PTO • FRONT SPRAY- (2) air operated 3" CLA inline valves; (2) 3" adjustable nozzles BC2399 • REAR SPRAY- (2) air operated 3" CLA inline valves; (2) 3" adjustable nozzles BC2399 • SIDE SPRAY- (2) air operated 3" CLA inline valves; (2) BC2179 side spray nozzles 	

ITEM	SPECIFICATIONS	EXCEPTIONS (Please note, any exceptions that deviates from the original spec. should be noted.)
	<ul style="list-style-type: none"> • Cab mounted spray nozzle controls • JET VALVE-1.5" • SUCTION FILL-Self load plumbing w/ 4" suction hose & foot valve • HOSE REEL-Manual rewind reel; 1.5"x 50' hose and nozzle • GRAVITY DROP-6" air actuated gravity drop w/cab control • CANNON-Elkhart sidewinder remote cannon & nozzle 12 volt • WARRANTY-One year plumbing warranty 	
<i>EXTENDED WARRANTY</i>	<ul style="list-style-type: none"> • 5 Year warranty on truck 	
<i>DEFINITION OF TERM HEAVY DUTY</i>	<ul style="list-style-type: none"> • The term Heavy Duty as applied above, shall be construed to mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production truck and shall be able to withstand unusual strain, wear, exposure, temperature and use. 	
<i>REGISTRATION AND LICENSING</i>	<ul style="list-style-type: none"> • The successful bidder shall furnish vehicle with exempt registration and license plates. Unit and Invoice delivered to 1716 Morgan Rd. Modesto, CA 	
<i>TECHNICAL INFORMATION</i>	<ul style="list-style-type: none"> • The successful bidder shall supply two (2) sets of operator's manuals, service manuals, parts books, wiring diagrams and applicable technical information for each machine purchased. <u>Manuals shall be in possession of the County before delivery will be considered complete and payment processed.</u> 	
<i>LEGAL REQUIREMENT</i>	<ul style="list-style-type: none"> • Truck shall comply with the State of California vehicle code and all other laws, rules and regulations pertaining to the operation of vehicles within this state. 	

FORM OF BID

**STANISLAUS COUNTY GSA PURCHASING DIVISION
COUNTY OF STANISLAUS, STATE OF CALIFORNIA**

The bidder shall perform all work and provide all labor, equipment, materials, delivery and pick up for the completion and operation of the project for which this bid is made at bid amounts as stated below.

Item	Est. Qty	Unit	Description	Unit Cost	Ext. Amount
1	1	Ea	2011 Peterbilt Model 348 Conventional Water Truck or equivalent	\$	\$
2					
3			Delivery		\$
4			Sales Tax		\$
			TOTAL COST:		\$

F.O.B. - Destination

Prompt Payment Discount

Cash discount of _____% for payment within _____ calendar days, which will be computed from the date delivery is made and accepted by the County or the date a proper invoice is received, **whichever is later**. Discount offered with payment terms of less than **(20)** calendar days will not be considered for award purposes. If no discount is shown, then it shall be assumed that **none** is offered and that the terms are **Net 30 days**.

Payment and Invoicing

Payment for services rendered and accepted will be made monthly/quarterly, in arrears, after receipt of a proper invoice approved by County authorized representative. All invoices must be submitted **in duplicate** to facilitate payment.

The undersigned bidder has examined all of the documents and specifications.

DATE: _____

CONTRACTOR'S SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

DO NOT DETACH THIS SHEET – SUBMIT ENTIRE BID PACKAGE AS YOUR BID

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

No Bid is in legal form unless in full compliance with the following instructions.

1. Bid must be submitted on the form provided by the Office of the Stanislaus County Purchasing Division. All items shall be filled in and the signatures of all persons signing shall be written in longhand. Bids not submitted on the form(s) provided **may not** be considered by Purchasing.

Mistakes must be corrected and the correction inserted; the person signing the Bid must initial the correction in ink.

Bids shall clearly identify the project name, bid number, and bid response date on the outside of the envelope and be delivered in a sealed envelope, no later than 2:30 p.m., to:

Stanislaus County GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354

Bids received after that time shall be returned unopened to the respective Bidder and shall not be considered for evaluation. Bids shall be opened in public at 2:30 p.m. on said date at the above location.

2. Alternate Bids shall be considered unless otherwise stipulated.
3. The principal protection of the County interests in the case of default or other failure to perform shall be by means of bonds.
 - a) Bidder's Security
If required, Bidder's security shall take the form of a bond, a cashier check, or a certified check, representing the Contractor's firm commitment to stand behind the Bid price. The Bidder's bond shall be prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the bidder's security is in the amount of ten percent (10%).
 - b) Performance Bonds
A Performance Bond may be required to secure fulfillment of all of the contractor's obligations under the contract. Before the execution of the contract or awarding of a Bid by the County, if a Performance Bond is required, the successful Contractor shall file with the County a surety bond satisfactory to the County in the amounts noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. Contractor shall pay all bond premiums, costs and incidentals.
 - c) Payment Bonds
If required to assure the Contractor's full discharge of its obligations to subcontractor, suppliers, and other labor used on the project, the successful Contractor shall file with the County a surety bond issued by a California admitted surety in the amounts noted.
4. No bidder shall be interested in more than one Bid as provided by the County code.
5. The County reserves the right to waive any informalities or minor irregularities in connection with Bids received.
6. All provisions of the County code are applicable to any Bid submitted or contract awarded pursuant thereto.
7. Cash Discounts. Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Bid price for the purposes of Bid evaluation. Any cash discount offered by the successful bidder will be accepted by Stanislaus County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

8. Within thirty (30) days after the Bid opening, a contract may be awarded by the County to the lowest responsive, responsible bidder, subject to the right of the County to reject all Bids, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate Bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with his Bid.
9. Bidder shall submit the following documents as a response to this Bid:
 - a) Return entire Bid package completed and signed.
 - b) Complete and sign a W9 form (Request for Taxpayer Identification Number and Certification).
10. Stanislaus County does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.

11. Protest and Appeal Procedures

a. General

Potential bidders, proposers, contractors and sub-contractors wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

b. Definitions

- (1) For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
- (2) "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
- (3) "Interested Party" means an actual or prospective bidder or proposer.
- (4) "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.

c. Protest Procedure

- (1) Any bidders, proposers, contractors and sub-contractors may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
- (2) The protest shall be delivered or sent by registered mail to the Purchasing Agent.
- (3) The protest filed with the Purchasing Agent shall:
 - (a) Include the name, address, and business telephone number of the protestor;
 - (b) Identify the project under protest by name, quotation/bid number, and quotation/bid date;
 - (c) Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
 - (d) Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

d. Protest Review

- (1) Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.

- (2) If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- (3) Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with federal funds.

12. Contract Debarment

The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.

When a procurement or contract involves the use of **Federal Funding**, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.

The Federal General Services Administration operates the web-based **Excluded Parties List System (EPLS)**, which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).

Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).

Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b)

Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).

After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

13. Federal E-Verify Contracting Regulations

As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.

The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal

contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.

If your Department receives a federal contract that includes the E-Verify clause, the County will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require the County to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.

Failure to adhere to this new standard may jeopardize your Federal contracting status. If you receive any Federal contracts which include references to the E-Verify requirement, please contact your designated CEO Human Resources representative for assistance. Further information and instructions are available at www.uscis.gov/e-verify.

14. The Stanislaus GSA County Purchasing Division reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, any bid, which is incomplete, obscure, or irregular, may be rejected. Any bid having erasures or corrections in the price sheet may be rejected. Any bid, which omits a bid on any one or more items in the price sheet, may be rejected. Any bid in which unit prices are obviously unbalanced may be rejected. Any bid accompanied by an insufficient or irregular bidder's bond may be rejected. Any bid, which does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Stanislaus County GSA Purchasing Division reserves the right to reject the bid of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the bid. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the bid.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Stanislaus County GSA Purchasing Division.

15. If mutually agreeable to all parties, the issuance of any resultant agreement/purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified in the agreement shall apply.

SUBJECT TO PARAGRAPH 5 ABOVE, THE COUNTY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE STATED REQUIREMENTS.

ADDITIONAL TERMS AND CONDITIONS

A. Address Change

Vendors are responsible for notifying the Stanislaus County GSA Purchasing Division of any change of address, business ownership, business name change, etc. Failure to do so may result in vendor(s) not being notified of bid opportunities and subsequent award of contract(s). All changes of address are to be provided in writing on company letterhead and mailed to Stanislaus County GSA Purchasing Division, P. O. Box 3229, Modesto, CA 95354.

B. Bid Inquiries

Questions, in written form, regarding this bid should be referred to:

Stanislaus County GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354
Attn: Cathy Blair
(209) 525-6319
Fax: (209) 525-7787
Email: blairc@stancounty.com

The Bidders shall carefully examine the Specifications, and satisfy themselves as to their sufficiency, and shall not at any time after submission of the bid, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Bidder find discrepancies in, or omissions from, the Drawings, the Specifications/Scope of Work, or other contract documents, or should he/she be in doubt as to their meaning, he/she shall at once notify the Stanislaus County GSA Purchasing Division. Notification is to be in written form and must be submitted at least **five (5) days** prior to the bid opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of written addenda. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

C. Interpretation of Addenda

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing referencing the bid number and project name, addressed and forwarded to the Stanislaus County GSA Purchasing Division, 1010 Tenth Street, Suite 5400, Modesto CA 95354 or P. O. Box 3229, Modesto, California 95354.

D. Printed Form of Bids

All Bids must be made upon the blank "Form of Bid" attached hereto, and should be completed in accordance with the directions in the Form of Bid. Bidders shall give the price data in figures, and must sign the "Form of Bid."

E. Exceptions

The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

F. Determination of Low Bidder

Except where the Stanislaus County GSA Purchasing Division exercises the right reserved herein to reject any or all Bids, the contract will be awarded to the bidder who has submitted the lowest responsible and responsive bid determined by lowest total base bid amount based on the quantities given in the schedule. Quantities are approximate, only being as a basis for the comparison of bids. The Stanislaus County GSA Purchasing Division reserves the right to increase, decrease or omit portions of the work as may be deemed necessary.

G. Local Vendor Preference

If applicable, subject to the conditions set by Stanislaus County Code 2.24.125, when submissions are evaluated, a five percent (5%) local preference shall be deducted from the total dollar amount bid by local vendors on competitive quotes and bids. The total amount of local preference granted in a single bid shall not exceed \$5,000 over a non-local vendor. The award shall be made at the full price of the quote or bid.

10-42-CB * BID RESULTS (TEAM ID #2600)

	Contractor Name	Contractor Name	Contractor Name	Contractor Name	Contractor Name
		Westmark	Valley Peterbilt	Bonander	
Bid Cover Sheet Signed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Orig. + 2 Copies Rec'd	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Page 7, Signed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addendum	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City					
Discount %	0	0		\$500/20days	0
2011 Water Truck					
		\$ 141,341.00	\$ 133,267.00	\$ 158,217.00	
Extended Warranty			\$ 575.00	\$ -	
Manual Service/Parts			\$ 350.00	\$ -	
Tire Tax			\$ 17.56	\$ -	
Sales Tax		\$ 11,837.31	\$ 11,161.11	\$ 13,250.68	
Total:		\$ 153,178.31	\$ 145,370.67	\$ 171,467.68	

Per the "additional terms and conditions", paragraph G, Stanislaus County does recognize "Local Vendor Preference".

Per the "general terms and conditions", Item 2; Alternate bids shall be considered unless otherwise stipulated.

This project will not be award until Board Approval is issued to proceed with award.





GSA PURCHASING AGENT
1010 Tenth Street, Suite #5400, Modesto, CA 95354
PO Box 3229, Modesto, CA 95353-3229
Phone: (209) 525-6319
Fax: (209) 525-7787

INVITATION TO BID

BID NO. 10-43-CB

PROJECT NAME:

2011 2-AXLE CONVENTIONAL TRACTOR

BID INFORMATION:

BID RESPONSE DATE:
September 30, 2010

BID RESPONSE TIME:
"NO LATER THAN 2:30"

DELIVER BID RESPONSES TO:
Stanislaus County GSA Purchasing Division
1010 Tenth Street Suite #5400
Modesto, CA 95354

Bidders are required to submit an original and (2 copies) additional signed copies of their Bid response (including all required attachments) to the above address. Bids shall clearly identify the project name, Bid number, and Bid response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the Bid to be rejected.

BIDDERS COMPANY NAME: _____
(Type or Print)

Signed addenda/addendum to be included in the BID Response. Contractor to complete the below and return with the BID Response.

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Bidder's Name (Printed): _____

Bidder's Signature: _____

Bidder's Title: _____

BOND REQUIREMENTS *

Bid Security required	No	Amount \$ 10% of the Project Price
Performance bond required	No	Amount \$ 100%
Payment bond required	No	Amount \$ 100%

*See item 3 under General Terms and Conditions for specific security/bonding requirements. If required, only the successful Bidder shall submit a performance and payment bond as described in the General Terms and Conditions of this Bid.

FOR COUNTY USE ONLY

Bid was opened on above date and at prescribed place.

Received: Cashiers or Certified Check drawn on a California bank
 Surety Bond

By: _____

Stanislaus County GSA Purchasing Division

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

Specifications for a 2011 Peterbilt Model 384 32,000 GVW 2 Axle Conventional Tractor or equivalent
Intended use Bottom Dump Trailers

OCTOBER 2010

The following specifications are minimum unless otherwise noted. These specifications are prepared to represent features best suited to the intended use of the unit and are not intended to exclude units that vary slightly from these specifications. Judgment of these variations to rest with the Director of Public Works.

COMPLETE PACKAGE

Unit shall be a complete package from the bidding dealer. Dealer will be responsible for delivery of a complete operational unit. Preliminary and final configuration design will be coordinated with the Department of Public Works - Morgan Shop Fleet Manager for review and comment.

ITEM	SPECIFICATIONS	EXCEPTIONS
FRAME AND EQUIPMENT	<ul style="list-style-type: none"> • 10-5/8"X 3.45 STL RAILSTO 285"/STL XMBERS 5/16" RAIL THICKNESS • HEAVY-DUTY 7-BOLT GUSSETS ON SUSPENSION XMBERS • HUCKBOLT ALL ACCESSIBLE FRM COMPONENTS INCLUDING BOGIE & EOF XMBER IN TRUCK EOF TAPERED W/STEEL XMBR • FRONT WHEEL MUDFLAPS • WHEEL BASE 180 IN, CAB/EOF 144 IN, CAB AXLE 111" • FRAME MOUNTED REMOTE LUBE PORTS UNDER HOOD • REAR WHEEL MUDFLAPS, STAINLESS STEEL QUARTER FENDERS • HOLLAND FW35, LH RELEASE AIR SLIDE FIFTH WHEEL SETTING AHEAD C/L BOGIE 8" W/ 7" TO 8" HEIGHT • DECK PLATE ACCESS PACKAGE LEFT SIDE, NON-SLIP DECK PLATE 	
FRONT AXLE AND EQUIPMENT	<ul style="list-style-type: none"> • DANA SPICER E12021, 3.5" DROP 12,000 LBS, TAPER LEAF SPRINGS 12,000 LBS • POWER STEERING TRW TAS65 • POWER STEERING COOLER • ALUM HB/CAST DRMS/16.5X5 CAM BRKS • FRONT OIL SEALS, DANA AUTO SLACK ADJUSTERS • GABRIEL TRUCKMASTER SHOCKS • 10 MM FRONT SPRING SPACER BLKS 	
REAR AXLE AND EQUIPMENT	<ul style="list-style-type: none"> • DANA SPICER S23-190,23,000 LB, PHP10 ALUM LMS HB, CAST DRUM, 16.5X7 CAM BRKS,W/ PARKING BRKS , AUTO SLACK ADJUSTERS • DIFF LOCK REAR SINGLE AXLE • ISO CONNECTOR TRAILER ABS POWER 	

	<ul style="list-style-type: none"> • ANTI-LOCK BRAKE SYSTEM BENDIX 4S4M ABS-6 • SYNTHETIC AXLE LUBRICANT • AXLE RATIO, 62 MPH • DASH MOUNTED DUMP VALVE W/INDICATOR LIGHT • REYCO 102AR 23,000 LB 	
ENGINE AND EQUIPMENT	<ul style="list-style-type: none"> • MX 405 HP@1900 1450 lbs @ 1110 RPM. Torque (2010 EMISSIONS) MAXIMUM SPEED 62 MPH • CARB ENGINE IDLING COMPLIANCE • ENGINE MONITORING PROTECTION-WARN • AMBIENT TEMPERATURE OVERRIDE FOR IDLE SHUTDOWN • ALTERNATOR 130 AMP, STARTER 12V • 28 CFM AIR COMPRESSOR • HIGH EFFICIENCY COOLING SYSTEM • C-BRAKE BY JACOBS • ENGINE PROTECTION SHUTDOWN • 5" VERTICAL CAB MOUNTED EXHAUST, CURVED TIP 12"X7", STAINLESS STEEL GUARD • HIGH EFFICIENCY COOLING SYSTEM 1600 SQ. IN. • ONE DONALDSON 13" PAINTED AIR CLEANER COWL MOUNTED W/STAINLESS STEEL CAP 	
TRANSMISSION AND CLUTCH	<ul style="list-style-type: none"> • FULLER FR017210C 10 SPEED • 1810 HD DRIVELINE W/4.5" X .180 WALL TUBING • FULLER 15.5" CERAMIC CLUTCH, MANUAL ADJUST CLUTCH W/GREASE BEARING, REMOTE LUBE HOSES FOR CLUTCH LINKAGE RELEASE BEARING 	
AIR AND TRAILER EQUIPMENT	<ul style="list-style-type: none"> • BENDIX AD-IS AIR DRYER • STEEL PAINTED AIR TANKS/W PULL CORDS • 12FT COILED AIR LINES W/ TWO 7-WAY ELECTRIC PLUGS • TRAILER HAND VALVE • A&E CONNECTIONS BOC/BOS W/HOSE TENNA 	
TIRES AND WHEELS	<ul style="list-style-type: none"> • FRONT TIRES RADIAL 14 PLY 11R 22.5 W/ALCOA POLISHED 22.5X9 ALM WHL, (1) SPARE TIRE AND WHEEL TO BE INCLUDED. • REAR TIRES RADIAL 14 PLY 11R22.5 W/ALCOA POLISHED 22.5X8.25 	
	<ul style="list-style-type: none"> • " 26ALUM ROUND 70 GAL TANK, LH & RH BOC FILL CAP CENTER, FUEL COOLER • (2) SHUT-FUEL VALVES ON SUPPLY LINES • DEF TANK MOUNTED BOC • NON-SLIP FUEL TANK STEP 	
BATTERY BOX AND BUMPER	<ul style="list-style-type: none"> • ALUM BATT BOX W/NON-SLIP STEP LH U/C/ RUBBER BATTERY PAD IN BOTTOM OF BATTERY BOX • STEEL BUMPER DEEP TAPERED CHROMED W/2 TOW PINS • DPF TOOL BOX W/NON-SLIP STEP RH U/C • FRONT HEAVY DUTY EXTERNAL TOW EYE 	
CAB AND EQUIPMENT	<ul style="list-style-type: none"> • ALUM CAB 116" BBC FIBERGLASS HOOD W/POLISHED CROWN & SPRING TILT ASSIST. ALL ALUMINUM CAB, ONE PIECE ROOF, TWO- 	

	<p>PIECE WINDSHIELD, LAP SEAM CONSTRUCTION, AIRCRAFT FASTENERS, EXTRUDED ALUM DOOR FRAMES, FULL LENGTH HEAVY DUTY PIANO-TYPE STAINLESS STEEL DOOR HINGES AND PINS, VIEW WINDOW IN RH DOOR, INTERIOR GRAY IN COLOR</p> <ul style="list-style-type: none"> • CAB INCLUDES ALUM SIDE SKINS, ALUM REAR SKIN, ALUM WINDSHIELD MASK, STEEL FIREWALL, STEEL FLOOR, STEEL ISOLATOR INSERTS. • THERMAL INSULATION CAB PACKAGE • DRVRS ULTRARIDE HIGHBACK AIR RIDE SEAT, PASS HIGHBACK NON-AIR SEAT • 3-PT SEATBELT, ARM RESTS, 18" STEERING WHEEL, ADJUSTABLE STEERING COLUMN • MAP POCKET ON DRIVER DOOR • REMOVABLE BLACK RUBBER FLOOR MATS • EXTENDED DAY CAB REAR WINDOW • PASSENGER ONLY POWER WINDOW • DARK WINDOW TINT • FLAT CAB FLOOR • COMBO FRESH AIR HEATER/AIR CONDITIONER • OUTSIDE SUNVISOR STNLS STEEL • STNLS STEEL COWL MOUNTED MIRRORS 7"X16" HEATED, (2) CONVEX MIRRORS 8" • (2) 26" AIR HORNS CHROMED • AM/FM RADIO • CB ANTENNAS 2-HOT STICKS AND BRACKETS, WIRES LH/RH MIRROR • MIDLAND CB RADIO AND PLUG-IN W/AUTO CIRCUIT BREAKER • REMOVABLE BUGSCREEN BEHIND GRILL • AIR CAB SUSPENSION • 5LB FIRE EXT. • BACK-UP ALARM (107DB) • GAUGES: OIL TEMP AND PRESSURE, AIR APPLICATION, AIR RESTRICTION, AXLE TEMP, TRANS TEMP, ENGINE TEMP, FUEL, AMMETER, BRIGHT BEZEL • (2) ADDITIONAL ROCKER SWITCHES W/ WORK LIGHTS BACK OF CAB • (2) ELECTRIC DUMP SWITCHES-BOTTOM DUMP TRAILER, WIRED TO BERG 4-WAY SOCKET AT BOC/BOS • HEADLIGHTS COMPOSITE FENDER MOUNTED W/INTEGRAL PARK, TURN, AND SIDE MARKER. • MARKER LIGHTS (5) ARROW LED • ADDITIONAL RECT TURN SGNL MTD MIRRORS • TRUCKLITE 44030R2 BRACKET MTD LED STOP/TURN/TAIL/40204 BACKUP MTD EOF • TURN SIGNALS MTD UNDER REAR CORNERS BOC/BOS • FOG LIGHTS 	
--	---	--

	<ul style="list-style-type: none"> • CAB DUPONT IMRON WHITE • CHASSIS DUPONT IMRON BLACK 	
WARRANTY WORK	<ul style="list-style-type: none"> • FACTORY AUTHORIZED REPAIR FACILITY WITHIN A 20-MILE RADIUS OF 1716 MORGAN ROAD, MODESTO 	
	<ul style="list-style-type: none"> • EXTENDED WARRANTY 5 YEARS 	
DEFINITION OF TERM HEAVY DUTY	<ul style="list-style-type: none"> • THE TERM HEAVY DUTY AS APPLIED ABOVE, SHALL BE CONSTRUED TO MEAN THAT THE ITEM TO WHICH THE TERM IS APPLIED SHALL EXCEED THE USUAL QUANTITY, QUALITY OR CAPACITY SUPPLIED WITH STANDARD PRODUCTION TRUCK AND SHALL BE ABLE TO WITHSTAND UNUSUAL STRAIN, WEAR, EXPOSURE, TEMPERATURE, AND USE. 	
REGISTRATION AND LICENSING	<ul style="list-style-type: none"> • THE SUCCESSFUL BIDDER SHALL FURNISH VEHICLE WITH EXEMPT REGISTRATION AND LICENSE PLATES. 	
TECHNICAL INFORMATION	<ul style="list-style-type: none"> • THE SUCCESSFUL BIDDER SHALL SUPPLY (1) OF OPERATOR MANUEL, SERVICE MANUEL, AND PARTS BOOKS, WIRING DIAGRAMS AND APPLICABLE TECHNICAL INFORMATION FOR EACH MACHINE PURCHASED. MANUALS SHALL BE IN THE POSSESSION OF THE COUNTY BEFORE DELIVERY WILL BE CONSIDERED COMPLETE. 	
LEGAL REQUIREMENTS	<ul style="list-style-type: none"> • TRUCK SHALL COMPLY WITH THE STATE OF CALIFORNIA VEHICLE CODE AND ALL OTHER LAWS, RULES, AND REGULATIONS PERTAINING TO THE OPERATION OF VEHICLES WITHIN THIS STATE. 	

FORM OF BID

**STANISLAUS COUNTY GSA PURCHASING DIVISION
COUNTY OF STANISLAUS, STATE OF CALIFORNIA**

The bidder shall perform all work and provide all labor, equipment, materials, delivery and pick up for the completion and operation of the project for which this bid is made at bid amounts as stated below.

Item	Est. Qty	Unit	Description	Unit Cost	Ext. Amount
1	1	Ea	2011 Peterbilt Model 384 32,000 GVW Conventional 2 Axle Tractor or equivalent. Intended use Bottom Dump Trailers	\$	\$
2					
3			Delivery		\$
4			Sales Tax		\$
			TOTAL COST:		\$

F.O.B. - Destination

Prompt Payment Discount

Cash discount of _____% for payment within _____ calendar days, which will be computed from the date delivery is made and accepted by the County or the date a proper invoice is received, **whichever is later**. Discount offered with payment terms of less than **(20)** calendar days will not be considered for award purposes. If no discount is shown, then it shall be assumed that **none** is offered and that the terms are **Net 30 days**.

Payment and Invoicing

Payment for services rendered and accepted will be made monthly/quarterly, in arrears, after receipt of a proper invoice approved by County authorized representative. All invoices must be submitted **in duplicate** to facilitate payment.

The undersigned bidder has examined all of the documents and specifications.

DATE: _____

CONTRACTOR'S SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

DO NOT DETACH THIS SHEET – SUBMIT ENTIRE BID PACKAGE AS YOUR BID

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

No Bid is in legal form unless in full compliance with the following instructions.

1. Bid must be submitted on the form provided by the Office of the Stanislaus County Purchasing Division. All items shall be filled in and the signatures of all persons signing shall be written in longhand. Bids not submitted on the form(s) provided **may not** be considered by Purchasing.

Mistakes must be corrected and the correction inserted; the person signing the Bid must initial the correction in ink.

Bids shall clearly identify the project name, bid number, and bid response date on the outside of the envelope and be delivered in a sealed envelope, no later than 2:30 p.m., to:

Stanislaus County GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354

Bids received after that time shall be returned unopened to the respective Bidder and shall not be considered for evaluation. Bids shall be opened in public at 2:30 p.m. on said date at the above location.

2. Alternate Bids shall be considered unless otherwise stipulated.
3. The principal protection of the County interests in the case of default or other failure to perform shall be by means of bonds.
 - a) Bidder's Security
If required, Bidder's security shall take the form of a bond, a cashier check, or a certified check, representing the Contractor's firm commitment to stand behind the Bid price. The Bidder's bond shall be prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the bidder's security is in the amount of ten percent (10%).
 - b) Performance Bonds
A Performance Bond may be required to secure fulfillment of all of the contractor's obligations under the contract. Before the execution of the contract or awarding of a Bid by the County, if a Performance Bond is required, the successful Contractor shall file with the County a surety bond satisfactory to the County in the amounts noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. Contractor shall pay all bond premiums, costs and incidentals.
 - c) Payment Bonds
If required to assure the Contractor's full discharge of its obligations to subcontractor, suppliers, and other labor used on the project, the successful Contractor shall file with the County a surety bond issued by a California admitted surety in the amounts noted.
4. No bidder shall be interested in more than one Bid as provided by the County code.
5. The County reserves the right to waive any informalities or minor irregularities in connection with Bids received.
6. All provisions of the County code are applicable to any Bid submitted or contract awarded pursuant thereto.
7. Cash Discounts. Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Bid price for the purposes of Bid evaluation. Any cash discount offered by the successful bidder will be accepted by Stanislaus County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

8. Within thirty (30) days after the Bid opening, a contract may be awarded by the County to the lowest responsive, responsible bidder, subject to the right of the County to reject all Bids, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate Bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with his Bid.
9. Bidder shall submit the following documents as a response to this Bid:
 - a) Return entire Bid package completed and signed.
 - b) Complete and sign a W9 form (Request for Taxpayer Identification Number and Certification).
10. Stanislaus County does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.

11. Protest and Appeal Procedures

a. General

Potential bidders, proposers, contractors and sub-contractors wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

b. Definitions

- (1) For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
- (2) "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
- (3) "Interested Party" means an actual or prospective bidder or proposer.
- (4) "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.

c. Protest Procedure

- (1) Any bidders, proposers, contractors and sub-contractors may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
- (2) The protest shall be delivered or sent by registered mail to the Purchasing Agent.
- (3) The protest filed with the Purchasing Agent shall:
 - (a) Include the name, address, and business telephone number of the protestor;
 - (b) Identify the project under protest by name, quotation/bid number, and quotation/bid date;
 - (c) Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
 - (d) Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

d. Protest Review

- (1) Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.

- (2) If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- (3) Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with federal funds.

12. Contract Debarment

The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.

When a procurement or contract involves the use of **Federal Funding**, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.

The Federal General Services Administration operates the web-based **Excluded Parties List System (EPLS)**, which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).

Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).

Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b)

Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).

After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

13. Federal E-Verify Contracting Regulations

As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.

The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal

contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.

If your Department receives a federal contract that includes the E-Verify clause, the County will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require the County to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.

Failure to adhere to this new standard may jeopardize your Federal contracting status. If you receive any Federal contracts which include references to the E-Verify requirement, please contact your designated CEO Human Resources representative for assistance. Further information and instructions are available at www.uscis.gov/e-verify.

14. The Stanislaus GSA County Purchasing Division reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, any bid, which is incomplete, obscure, or irregular, may be rejected. Any bid having erasures or corrections in the price sheet may be rejected. Any bid, which omits a bid on any one or more items in the price sheet, may be rejected. Any bid in which unit prices are obviously unbalanced may be rejected. Any bid accompanied by an insufficient or irregular bidder's bond may be rejected. Any bid, which does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Stanislaus County GSA Purchasing Division reserves the right to reject the bid of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the bid. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the bid.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Stanislaus County GSA Purchasing Division.

15. If mutually agreeable to all parties, the issuance of any resultant agreement/purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified in the agreement shall apply.

SUBJECT TO PARAGRAPH 5 ABOVE, THE COUNTY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE STATED REQUIREMENTS.

ADDITIONAL TERMS AND CONDITIONS

A. Address Change

Vendors are responsible for notifying the Stanislaus County GSA Purchasing Division of any change of address, business ownership, business name change, etc. Failure to do so may result in vendor(s) not being notified of bid opportunities and subsequent award of contract(s). All changes of address are to be provided in writing on company letterhead and mailed to Stanislaus County GSA Purchasing Division, P. O. Box 3229, Modesto, CA 95354.

B. Bid Inquiries

Questions, in written form, regarding this bid should be referred to:

Stanislaus County GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354
Attn: Cathy Blair
(209) 525-6319
Fax: (209) 525-7787
Email: blairc@stancounty.com

The Bidders shall carefully examine the Specifications, and satisfy themselves as to their sufficiency, and shall not at any time after submission of the bid, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Bidder find discrepancies in, or omissions from, the Drawings, the Specifications/Scope of Work, or other contract documents, or should he/she be in doubt as to their meaning, he/she shall at once notify the Stanislaus County GSA Purchasing Division. Notification is to be in written form and must be submitted at least **five (5) days** prior to the bid opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of written addenda. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

C. Interpretation of Addenda

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing referencing the bid number and project name, addressed and forwarded to the Stanislaus County GSA Purchasing Division, 1010 Tenth Street, Suite 5400, Modesto CA 95354 or P. O. Box 3229, Modesto, California 95354.

D. Printed Form of Bids

All Bids must be made upon the blank "Form of Bid" attached hereto, and should be completed in accordance with the directions in the Form of Bid. Bidders shall give the price data in figures, and must sign the "Form of Bid."

E. Exceptions

The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

F. Determination of Low Bidder

Except where the Stanislaus County GSA Purchasing Division exercises the right reserved herein to reject any or all Bids, the contract will be awarded to the bidder who has submitted the lowest responsible and responsive bid determined by lowest total base bid amount based on the quantities given in the schedule. Quantities are approximate, only being as a basis for the comparison of bids. The Stanislaus County GSA Purchasing Division reserves the right to increase, decrease or omit portions of the work as may be deemed necessary.

G. Local Vendor Preference

If applicable, subject to the conditions set by Stanislaus County Code 2.24.125, when submissions are evaluated, a five percent (5%) local preference shall be deducted from the total dollar amount bid by local vendors on competitive quotes and bids. The total amount of local preference granted in a single bid shall not exceed \$5,000 over a non-local vendor. The award shall be made at the full price of the quote or bid.

10-43-CB * BID RESULTS (TEAM ID #26601)

Contractor Name	Contractor Name	Contractor Name	Contractor Name	Contractor Name
	Valley Peterbilt	TEC Oakland	Bonander	
Bid Cover Sheet Signed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Orig. + 2 Copies Rec'd	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Page 8, Signed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Addendum 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
City	Turlock	Oakland	Turlock	
Discount %	0	0	\$500/20 days	0
2011 2 - Axle Truck	\$ 95,708.00	\$ 93,874.18	\$ 114,842.00	
Extend Warranty on Engine & Transmission	\$ 640.00			
Manuals Service/Parts	\$ 350.00			
Ca. Tire Tax	\$ 10.50			
Sales Tax	\$ 8,015.55	7632.95	9618.02	
Total:	\$ 104,724.05	\$ 101,507.13	124,460.02	

Per the "additional terms and conditions", paragraph G, Stanislaus County does recognize "Local Vendor Preference".
 Per the "general terms and conditions", Item 2; Alternate bids shall be considered unless otherwise stipulated.
 This project will not be award until Board Approval is issued to proceed with award.





GSA PURCHASING AGENT
1010 Tenth Street, Suite #5400, Modesto, CA 95354
PO Box 3229, Modesto, CA 95353-3229
Phone: (209) 525-6319
Fax: (209) 525-7787

INVITATION TO BID

BID NO. 10-44-CB

PROJECT NAME:

2011 SUPER DUMP

BID INFORMATION:

BID RESPONSE DATE:
September 30, 2010

BID RESPONSE TIME:
"NO LATER THAN 2:30"

DELIVER BID RESPONSES TO:
Stanislaus County GSA Purchasing Division
1010 Tenth Street Suite #5400
Modesto, CA 95354

Bidders are required to submit an original and (2 copies) additional signed copies of their Bid response (including all required attachments) to the above address. Bids shall clearly identify the project name, Bid number, and Bid response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the Bid to be rejected.

BIDDERS COMPANY NAME: _____
(Type or Print)

Signed addenda/addendum to be included in the BID Response. Contractor to complete the below and return with the BID Response.

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Bidder's Name (Printed): _____

Bidder's Signature: _____

Bidder's Title: _____

BOND REQUIREMENTS *

Bid Security required	No	Amount <u>\$ 10% of the Project Price</u>
Performance bond required	No	Amount <u>\$ 100%</u>
Payment bond required	No	Amount <u>\$ 100%</u>

*See item 3 under General Terms and Conditions for specific security/bonding requirements. If required, only the successful Bidder shall submit a performance and payment bond as described in the General Terms and Conditions of this Bid.

FOR COUNTY USE ONLY

Bid was opened on above date and at prescribed place.

Received: Cashiers or Certified Check drawn on a California bank
 Surety Bond

By: _____

Stanislaus County GSA Purchasing Division

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

Specifications for a 2011 Peterbilt Model 365 Conventional Truck with new Reliance 15'6" Elliptisread Superdump or equivalent. **Height 10' 3" Maxium**

OCTOBER 2010

The following specifications are minimum unless otherwise noted. These specifications are prepared to represent features best suited to the intended use of the unit and are not intended to exclude units that vary slightly from these specifications. Judgment of these variations to rest with the Director of Public Works.

COMPLETE PACKAGE

Unit shall be a complete package from the bidding dealer. Dealer will be responsible for delivery of a complete operational unit. Preliminary and final configuration design will be coordinated with the Department of Public Works - Morgan Shop Fleet Manager for review and comment.

ITEM	SPECIFICATIONS	EXCEPTIONS
FRAME AND EQUIPMENT	<ul style="list-style-type: none"> • 10-3/4" STL RAILS/ALM XMBERS 3/8" RAIL THICKNESS • 10-3/4" STL RAIL, 255" WB, 62.6" OVERHANG OK PER VB FRAME, FRAME IS 1.1 INCH (ES) HIGHER AT THE FRONT AXLE THAN AT THE REAR. • HD IRON FRONT SPRING BRKTS FORWARD AND REAR • HUCKBOLT ALL ACCESSIBLE FRM COMPONENTS INCLUDING BOGIE & EOF XMBER IN TRUCK EOF SQUARE W/STEEL XMBR • FRONT WHEEL MUDFLAPS • WHEEL BASE 255 IN, CAB/EOF 230.7 IN, CAB AXLE 168.1 IN • FRAME MOUNTED REMOTE LUBE PORTS UNDER HOOD • HEAVY DUTY CHIPPER BAR 	
FRONT AXLE AND EQUIPMENT	<ul style="list-style-type: none"> • DANA SPICER D2000F, 3.5" DROP, 20,000LBS TAPER LEAF SPRINGS • POWER STEERING SHEPPARD SD110 DUAL USE W/ 20,000LB AXLES • POWER STEERING COOLER • ALUM HB/CAST DRMS/16.5X6 CAM BRKS • FRONT OIL SEALS, DANA AUTO SLACK ADJUSTERS 	
REAR AXLE AND EQUIPMENT	<ul style="list-style-type: none"> • DANA SPC DSP41 40,000LB, ALUM HB, CAST DRUM, 16.5X7 CAM BRKS, LMS HUBS, TANDEM AXLE, PARKING BRKS BOTH AXLE, AUTO SLACK ADJUSTERS • GUSSETED CAM BRKTS DANA SPCR TDM AXLE 16.5X7/16.5X8.6 BRAKE <u>CHAMBER FORWARD ON REAR AXLES,</u> • BENDIX 4S4M ABS W/SBM VALVE • SYNTHETIC AXLE LUBRICANT • AXLE RATIO, TBD • REYCO 102 MULTI LEAF 44,000 LBS • FULL LOCKING DIFFERENTIALS ON BOTH AXLES 	

ITEM	SPECIFICATIONS	EXCEPTIONS
ENGINE AND EQUIPMENT	<ul style="list-style-type: none"> • MX 405 HP 1450 LBS. TORQUE@1400 (2010 EMISSIONS) MAXIMUM SPEED 62 MPH • ALTERNATOR 130 AMP, STARTER 12V • 18.7 CFM AIR COMPRESSOR • C-BRAKE BY JACOBS • ENGINE PROTECTION SHUTDOWN • ENGINE IDLE SHUTDOWN • A/C FIREWALL MTD • 7" VERTICAL FRAME MOUNTED EXHAUST, CURVED TIP 12"X7", STAINLESS STEEL GUARD • HIGH EFFICIENCY COOLING SYSTEM 1600 SQ. IN. 	
TRANSMISSION AND CLUTCH	<ul style="list-style-type: none"> • FULLER RTO16908LL 10 SPEED • 1810 HD DRIVELINE W/4.5" X .180 WALL TUBING • FULLER 15.5" CERAMIC CLUTCH, MANUAL ADJUST CLUTCH W/GREASE BEARING, REMOTE LUBE HOSES FOR CLUTCH LINKAGE RELEASE BEARING 	
AIR AND TRAILOR EQUIPMENT	<ul style="list-style-type: none"> • BENDIX AD-ISEP AIR DRYER • ALUMIINUM AIR TANK 	
TIRES AND WHEELS	<ul style="list-style-type: none"> • FRONT TIRES RADIAL 20 PLY 425/65R22.5 W/ALCOA 22.5X12.25 POLISHEDALCOA WHL • REAR TIRES RADIAL 14 PLY 11R22.5 W/ POLISHED ALCOA 22.5X8.25 ALM WHL, (1) SPARE TIRE AND WHEEL TO BE INCLUDED. 	
TANKS	<ul style="list-style-type: none"> • 26" POLISHED ALUM ROUND 110 GAL FUEL TANK RH U/C, FUEL COOLER • NON-SLIP FUEL TANK STEP RH • 26" POLISHEDALUM ROUND 60 GAL RH FRAME MOUNTED HYD TANK • DEF TANK BOC 	
BATTERY BOX AND BUMPER	<ul style="list-style-type: none"> • ALUM BATT BOX W/NON-SLIP STEP LH U/C • STEEL BUMPER DEEP TAPERED CHROMED W/2 TOW PINS • FRONT HEAVY DUTY EXTERNAL TOW EYE 	
CAB AND EQUIPMENT	<ul style="list-style-type: none"> • ALUM CAB 115" BBC FBRGLS HOOD W/POLISHED CROWN & SPRING TILT ASSIST • THERMAL INSULATION CAB PACKAGE • RUBBER FENDER LIPS 2.25" WIDE • DRVRS ULTRARIDE LOBACK AIR SEAT, PASS LOBACK NON-AIR SEAT • 3-PT SEATBELT, ARM RESTS, 18" STEERING WHEEL, ADJUSTABLE STEERING COLUMN • REMOVABLE BLACK RUBBER FLOOR MATS • EXTENDED DAY CAB REAR WINDOW • DARK WINDOW TINT • VIEW WINDOW RH DOOR • COMBO FRESH AIR HEATER/AIR CONDITIONER • OUTSIDE SUNVISOR STNLS STEEL • STNLS STEEL COWL MOUNTED HEATED MIRRORS 7"X16" HEATED, CONVEX MIRRORS 8" • (2) 26" AIR HORNS CHROMED • AM/FM RADIO W/CD • CB ANTENNAS 2-HOT STICKS AND BRACKETS , WIRES LH/RH MIRROR • CB RADIO 40 CHANNEL MIDLAND W/PLUG-IN AND 	

ITEM	SPECIFICATIONS	EXCEPTIONS
	<ul style="list-style-type: none"> CIRCUIT BREAKER • REMOVABLE BUGSCREEN BEHIND GRILL • AIR CAB SUSPENSION • 5LB FIRE EXT., TRIANGLE REFLECTOR KIT • BACK-UP ALARM (107DB) • GAUGES: OIL TEMP AND PRESSURE, AIR PRESSURE APPLICATION, AIR RESTRICTION, AXLE TEMP, AMMETER, TRANS TEMP, ENGINE TEMP, FUEL, BRIGHT BEZEL • (2) ADDITIONAL ROCKER SWITCHES AND WIRING LOOM BOC • HEADLIGHTS DUAL RECTANGLE POD MOUNTED W/HALOGEN BEAM. • MARKER LIGHTS (5) ARROW LED • ADDITIONAL RECT TURN SGNL MTD MIRRORS • FLAT CAB FLOOR • TWO-PIECE WINDSHIELD • DONALDSON COWL MOUNTED FILTER • CAB DOORS -3/8" HD STAINLESS STEEL PIANO HINGES. • CAB CONSTRUCTION-HD HUCK BOLTED ALL ALUMINUM WITH LAP-SEAMED, W/STEEL FIREWALL, STEEL FRONT FLOOR SHEET, W /FENDER ROCK LINERS 	
	<ul style="list-style-type: none"> • CAB DUPONT IMRON WHITE • CHASSIS DUPONT IMRON BLACK 	
<p>RELIANCE 15'6" ELLIPTISPREAD SUPERDUMP OR EQUIVALENT</p>	<ul style="list-style-type: none"> • BODY LENGTH: 15'6" Maximum (21.6 YDS CAPACITY • MAXIMUM HEIGHT 10'3" WITH BOOSTER IN TRAVEL POSITION • FLOOR: 3mm HARDOX-450 FORMED STEEL • SIDES: 3mm HARDOX-450 FORMED STEEL, WITH CORRUGATION • UPPER SIDES: 12ga VAN-80 FORMED STEEL. WITH CORRUGATION • TOP RAILS: 4"X4" X3/16" SQUARE TUBING • FRONT PANEL: 12ga. VAN-80 FORMED STEEL. • REAR BOOSTER: 3/16" HI-TENSILE FORMED STEEL, SETUP FOR BOOSTER AXLE OPERATION • CABGAURD: NONE. FLASHING FOR INSTALLATION OF TARP HOUSING • TAILGATE: 12ga VAN-80 FORMED STEEL TAILGATE PANEL. HINGED AT TOP THROUGH 1 1/4" HEAVY-DUTY FLANGED BEARINGS. • T/GATE LOCKS: CAB CONTROLLED, TWO TYPE 30 SPRING CHAMBERS OPERATE GATE LOCKS. • REAR HINGES: CAST STEEL HINGES WITH 2 1/4" BOLTED HINGE PINS. • FENDERS: 14ga. #8 FINISH STAINLESS STEEL, SLOPED TO SHED MATERIALS. • HOIST: 3-STAGE DOUBLE-ACTING HOIST • OIL TANK: 50 GAL, FRAME MOUNTED TANK • SPREADER CHAINS: 3/8" HEAVY DUTY CHAINS SUPPLIED LOOSE, WITH WELDED LINKS TO BOOSTER. • LIGHTS: ICC/DOT LEAGAL, TRUCK-LITE LED LIGHTS. 	

ITEM	SPECIFICATIONS	EXCEPTIONS
	<p>ONE MARKER PER SIDE, MIDPOINT OF BOOSTER. ENCLOSED 3-HOLE PANELS UNDER REAR OF BODY INCLUDE TWO RED LIGHTS AND ONE CENTER BACKUP LIGHT IN EACH. ICC CLUSTERLIGHTS INCLUDED IN PANEL OF BOOSTER AXLE. ICC LIGHTS ON BOOSTER AXLE ARE VISIBLE WITH ARM ON GROUND. (TWO DIFFERENT PANELS).</p> <ul style="list-style-type: none"> • MUDFLAPS: AIR ASSISTED, 30" RUBBER MOUNTED ON REAR LIGHT PANELS. 30" RUBBER WITH ANTI-SAIL BRACKETS MOUNTED ON EXTENDED FRONT FENDER PANELS, AHEAD OF LIFT AXLE TIRES. • 30" RUBBER FLAPS, MOUNTED AHEAD OF DRIVERS. • STEPS: (1) SERRATED WRAP-AROUND CORNER STEP ON LEFT FRONT CORNER OF BODY, (2) RUNG-TYPE STEPS ON INSIDE LEFT FRONT CORNER OF BODY. • TARP SYSTEM: ELECTRIC OPERATED • INSTALLATION: PUMP, PTO, AND VALVING SETUP FOR BOOSTER-AXLE OPERATION FLOOR-MOUNTED CONTROL STAND BETWEEN SEAT AND DOOR WITH CABLE CONTROL FOR PUMP, CONTROL CONSOLE, MOUNTED BETWEEN SEATS, CONTAINS AIR TOGGLE VALVES FOR AIR PTO, TAILGATE LOCKS, AND AIR FLAPS. MAXLE LIFT-AXLE PRESSURE GAUGE, CONTROL, AND TARP CONTROL ALSO MOUNTED ON CONSOLE. "PTO" AND "BOX UP" LIGHTS INSTALLED IN DASH WITH FRAME STEP AND DECK PLATE BETWEEN CAB AND BODY. REVERSE RELIEF PRESSURE SWITCH FOR QUICK MANEUVERING ON HIGHWAY. • BOOSTER AXLE: MAXLE INDUSTRIES SIDE ARM LIFT AXLE ASSEMBLY OR EQUIVALENT • TIRES & WHEELS: (2) FIRESTONE FS560+, 11R22.5 (G) MOUNTED ON ALCOA ALUMINUM WHEELS. • PAINT: DUPONT IMRON 6000 ONE COLOR WHITE, BOOSTER ARM PAINTED BLACK #N0001HN • 5 FOOT ALUMINUM DECK PLATE ON FRAME • PROTECH STEP TOOL BOX 18" LH FRAME • TRUCK SHOULD BE ABLE TO HOOK UP TO COUNTY OWNED PAVER, SHOULDER MACHINE, CHIP SPREADER. 	
WARRANTY WORK	<ul style="list-style-type: none"> • FACTORY AUTHORIZED REPAIR FACILITY WITHIN A 20-MILE RADIUS OF 1716 MORGAN ROAD, MODESTO 	
MISC	<ul style="list-style-type: none"> • EXTENDED WARRANTY 5 YEAR ON TRUCK 	
DEFINITION OF TERM HEAVY DUTY	<ul style="list-style-type: none"> • THE TERM HEAVY DUTY AS APPLIED ABOVE, SHALL BE CONSTRUED TO MEAN THAT THE ITEM TO WHICH THE TERM IS APPLIED SHALL EXCEED THE USUAL QUANTITY, QUALITY OR CAPACITY SUPPLIED WITH STANDARD PRODUCTION TRUCK AND SHALL BE ABLE TO WITHSTAND UNUSUAL STRAIN, WEAR, EXPOSURE, TEMPERATURE, AND USE. 	
REGISTRATION AND LICENSING	<ul style="list-style-type: none"> • THE SUCCESSFUL BIDDER SHALL FURNISH VEHICLE WITH EXEMPT REGISTRATION AND LICENSE PLATES. 	
TECHNICAL INFORMATION	<ul style="list-style-type: none"> • THE SUCCESSFUL BIDDER SHALL SUPPLY (1) OF OPERATOR MANUEL, SERVICE MANUEL, PARTS 	

ITEM	SPECIFICATIONS	EXCEPTIONS
	BOOKS, WIRING DIAGRAMS AND APPLICABLE TECHNICAL INFORMATION FOR EACH MACHINE PURCHASED. MANUALS SHALL BE IN THE POSSESSION OF THE COUNTY BEFORE DELIVERY WILL BE CONSIDERED COMPLETE.	
LEGAL REQUIREMENTS	<ul style="list-style-type: none"> • TRUCK SHALL COMPLY WITH THE STATE OF CALIFORNIA VEHICLE CODE AND ALL OTHER LAWS, RULES, AND REGULATIONS PERTAINING TO THE OPERATION OF VEHICLES WITHIN THIS STATE. 	

FORM OF BID

**STANISLAUS COUNTY GSA PURCHASING DIVISION
COUNTY OF STANISLAUS, STATE OF CALIFORNIA**

The bidder shall perform all work and provide all labor, equipment, materials, delivery and pick up for the completion and operation of the project for which this bid is made at bid amounts as stated below.

Item	Est. Qty	Unit	Description	Unit Cost	Ext. Amount
1	1	Ea	2011 Peterbilt Model 365 Conventional Truck with new Reliance 15'6" Elliptispread Superdump or equivalent Height 10' 3" Maxium	\$	\$
2					
3			Delivery		\$
4			Sales Tax		\$
			TOTAL COST:		\$

F.O.B. - Destination

Prompt Payment Discount

Cash discount of _____% for payment within _____ calendar days, which will be computed from the date delivery is made and accepted by the County or the date a proper invoice is received, **whichever is later**. Discount offered with payment terms of less than **(20)** calendar days will not be considered for award purposes. If no discount is shown, then it shall be assumed that **none** is offered and that the terms are **Net 30 days**.

Payment and Invoicing

Payment for services rendered and accepted will be made monthly/quarterly, in arrears, after receipt of a proper invoice approved by County authorized representative. All invoices must be submitted **in duplicate** to facilitate payment.

The undersigned bidder has examined all of the documents and specifications.

DATE: _____

CONTRACTOR'S SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

DO NOT DETACH THIS SHEET – SUBMIT ENTIRE BID PACKAGE AS YOUR BID

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

No Bid is in legal form unless in full compliance with the following instructions.

1. Bid must be submitted on the form provided by the Office of the Stanislaus County Purchasing Division. All items shall be filled in and the signatures of all persons signing shall be written in longhand. Bids not submitted on the form(s) provided **may not** be considered by Purchasing.

Mistakes must be corrected and the correction inserted; the person signing the Bid must initial the correction in ink.

Bids shall clearly identify the project name, bid number, and bid response date on the outside of the envelope and be delivered in a sealed envelope, no later than 2:30 p.m., to:

Stanislaus County GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354

Bids received after that time shall be returned unopened to the respective Bidder and shall not be considered for evaluation. Bids shall be opened in public at 2:30 p.m. on said date at the above location.

2. Alternate Bids shall be considered unless otherwise stipulated.
3. The principal protection of the County interests in the case of default or other failure to perform shall be by means of bonds.
 - a) Bidder's Security
If required, Bidder's security shall take the form of a bond, a cashier check, or a certified check, representing the Contractor's firm commitment to stand behind the Bid price. The Bidder's bond shall be prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the bidder's security is in the amount of ten percent (10%).
 - b) Performance Bonds
A Performance Bond may be required to secure fulfillment of all of the contractor's obligations under the contract. Before the execution of the contract or awarding of a Bid by the County, if a Performance Bond is required, the successful Contractor shall file with the County a surety bond satisfactory to the County in the amounts noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. Contractor shall pay all bond premiums, costs and incidentals.
 - c) Payment Bonds
If required to assure the Contractor's full discharge of its obligations to subcontractor, suppliers, and other labor used on the project, the successful Contractor shall file with the County a surety bond issued by a California admitted surety in the amounts noted.
4. No bidder shall be interested in more than one Bid as provided by the County code.
5. The County reserves the right to waive any informalities or minor irregularities in connection with Bids received.
6. All provisions of the County code are applicable to any Bid submitted or contract awarded pursuant thereto.
7. Cash Discounts. Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Bid price for the purposes of Bid evaluation. Any cash discount offered by the successful bidder will be accepted by Stanislaus County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

8. Within thirty (30) days after the Bid opening, a contract may be awarded by the County to the lowest responsive, responsible bidder, subject to the right of the County to reject all Bids, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate Bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with his Bid.
9. Bidder shall submit the following documents as a response to this Bid:
 - a) Return entire Bid package completed and signed.
 - b) Complete and sign a W9 form (Request for Taxpayer Identification Number and Certification).
10. Stanislaus County does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.

11. Protest and Appeal Procedures

a. General

Potential bidders, proposers, contractors and sub-contractors wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

b. Definitions

- (1) For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
- (2) "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
- (3) "Interested Party" means an actual or prospective bidder or proposer.
- (4) "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.

c. Protest Procedure

- (1) Any bidders, proposers, contractors and sub-contractors may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
- (2) The protest shall be delivered or sent by registered mail to the Purchasing Agent.
- (3) The protest filed with the Purchasing Agent shall:
 - (a) Include the name, address, and business telephone number of the protestor;
 - (b) Identify the project under protest by name, quotation/bid number, and quotation/bid date;
 - (c) Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
 - (d) Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

d. Protest Review

- (1) Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.

- (2) If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- (3) Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with federal funds.

12. Contract Debarment

The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.

When a procurement or contract involves the use of **Federal Funding**, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.

The Federal General Services Administration operates the web-based **Excluded Parties List System (EPLS)**, which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).

Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).

Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b)

Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).

After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

13. Federal E-Verify Contracting Regulations

As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.

The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal

contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.

If your Department receives a federal contract that includes the E-Verify clause, the County will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require the County to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.

Failure to adhere to this new standard may jeopardize your Federal contracting status. If you receive any Federal contracts which include references to the E-Verify requirement, please contact your designated CEO Human Resources representative for assistance. Further information and instructions are available at www.uscis.gov/e-verify.

14. The Stanislaus GSA County Purchasing Division reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, any bid, which is incomplete, obscure, or irregular, may be rejected. Any bid having erasures or corrections in the price sheet may be rejected. Any bid, which omits a bid on any one or more items in the price sheet, may be rejected. Any bid in which unit prices are obviously unbalanced may be rejected. Any bid accompanied by an insufficient or irregular bidder's bond may be rejected. Any bid, which does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Stanislaus County GSA Purchasing Division reserves the right to reject the bid of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the bid. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the bid.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Stanislaus County GSA Purchasing Division.

15. If mutually agreeable to all parties, the issuance of any resultant agreement/purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified in the agreement shall apply.

SUBJECT TO PARAGRAPH 5 ABOVE, THE COUNTY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE STATED REQUIREMENTS.

ADDITIONAL TERMS AND CONDITIONS

A. Address Change

Vendors are responsible for notifying the Stanislaus County GSA Purchasing Division of any change of address, business ownership, business name change, etc. Failure to do so may result in vendor(s) not being notified of bid opportunities and subsequent award of contract(s). All changes of address are to be provided in writing on company letterhead and mailed to Stanislaus County GSA Purchasing Division, P. O. Box 3229, Modesto, CA 95354.

B. Bid Inquiries

Questions, in written form, regarding this bid should be referred to:

Stanislaus County GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354
Attn: Cathy Blair
(209) 525-6319
Fax: (209) 525-7787
Email: blairc@stancounty.com

The Bidders shall carefully examine the Specifications, and satisfy themselves as to their sufficiency, and shall not at any time after submission of the bid, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Bidder find discrepancies in, or omissions from, the Drawings, the Specifications/Scope of Work, or other contract documents, or should he/she be in doubt as to their meaning, he/she shall at once notify the Stanislaus County GSA Purchasing Division. Notification is to be in written form and must be submitted at least **five (5) days** prior to the bid opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of written addenda. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

C. Interpretation of Addenda

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing referencing the bid number and project name, addressed and forwarded to the Stanislaus County GSA Purchasing Division, 1010 Tenth Street, Suite 5400, Modesto CA 95354 or P. O. Box 3229, Modesto, California 95354.

D. Printed Form of Bids

All Bids must be made upon the blank "Form of Bid" attached hereto, and should be completed in accordance with the directions in the Form of Bid. Bidders shall give the price data in figures, and must sign the "Form of Bid."

E. Exceptions

The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

F. Determination of Low Bidder

Except where the Stanislaus County GSA Purchasing Division exercises the right reserved herein to reject any or all Bids, the contract will be awarded to the bidder who has submitted the lowest responsible and responsive bid determined by lowest total base bid amount based on the quantities given in the schedule. Quantities are approximate, only being as a basis for the comparison of bids. The Stanislaus County GSA Purchasing Division reserves the right to increase, decrease or omit portions of the work as may be deemed necessary.

G. Local Vendor Preference

If applicable, subject to the conditions set by Stanislaus County Code 2.24.125, when submissions are evaluated, a five percent (5%) local preference shall be deducted from the total dollar amount bid by local vendors on competitive quotes and bids. The total amount of local preference granted in a single bid shall not exceed \$5,000 over a non-local vendor. The award shall be made at the full price of the quote or bid.

10-44-CB * BID RESULTS (TEAM ID #26602)

Contractor Name	Contractor Name	Contractor Name	Contractor Name	Contractor Name
	Valley Peterbilt	TEC Oakland	Bonander	
Bid Cover Sheet Signed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Orig. + 2 Copies Rec'd	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Page 9, Signed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addendum 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City	Turlock	Oakland	Turlock	
Discount %	0	0	0	0
2011 Super Dump	\$ 159,308.00	\$ 163,933.48	\$ 173,313.00	
Extended Warranty; Engine & Transmission:	640			
Manuals Service/Parts:	350			
Tire Tax:	\$ 31.50			
Sales Tax:	13342.05	13521.06	14514.97	
Total:	\$ 173,671.55	\$ 177,454.54	187,827.97	

Per the "additional terms and conditions", paragraph G, Stanislaus County does recognize "Local Vendor Preference".

Per the "general terms and conditions", Item 2; Alternate bids shall be considered unless otherwise stipulated.

This project will not be award until Board Approval is issued to proceed with award.





GSA PURCHASING AGENT
1010 Tenth Street, Suite #5400, Modesto, CA 95354
PO Box 3229, Modesto, CA 95353-3229
Phone: (209) 525-6319
Fax: (209) 525-7787

INVITATION TO BID

BID NO. 10-45-CB

PROJECT NAME:

2011 TRANSFER TRAILER SET

BID INFORMATION:

BID RESPONSE DATE:
September 30, 2010

BID RESPONSE TIME:
"NO LATER THAN 2:30"

DELIVER BID RESPONSES TO:
Stanislaus County GSA Purchasing Division
1010 Tenth Street Suite #5400
Modesto, CA 95354

Bidders are required to submit an original and (2 copies) additional signed copies of their Bid response (including all required attachments) to the above address. Bids shall clearly identify the project name, Bid number, and Bid response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the Bid to be rejected.

BIDDERS COMPANY NAME: _____
(Type or Print)

Signed addenda/addendum to be included in the BID Response. Contractor to complete the below and return with the BID Response.

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Bidder's Name (Printed): _____

Bidder's Signature: _____

Bidder's Title: _____

BOND REQUIREMENTS *

Bid Security required	No	Amount <u>\$ 10% of the Project Price</u>
Performance bond required	No	Amount <u>\$ 100%</u>
Payment bond required	No	Amount <u>\$ 100%</u>

*See item 3 under General Terms and Conditions for specific security/bonding requirements. If required, only the successful Bidder shall submit a performance and payment bond as described in the General Terms and Conditions of this Bid.

FOR COUNTY USE ONLY

Bid was opened on above date and at prescribed place.

Received: Cashiers or Certified Check drawn on a California bank
 Surety Bond

By: _____

Stanislaus County GSA Purchasing Division

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

Specifications for a 2011 Peterbilt Model 365 Conventional Truck with new Reliance Transfer Trailer Set 2TROIF-21 or equivalent Maxium Height 10' 3"

OCTOBER 2010

The following specifications are minimum unless otherwise noted. These specifications are prepared to represent features best suited to the intended use of the unit and are not intended to exclude units that vary slightly from these specifications. Judgment of these variations to rest with the Director of Public Works.

COMPLETE PACKAGE

Unit shall be a complete package from the bidding dealer. Dealer will be responsible for delivery of a complete operational unit. Preliminary and final configuration design will be coordinated with the Department of Public Works – Morgan Shop Fleet Manager for review and comment.

ITEM	SPECIFICATIONS	EXCEPTIONS
CHASSIS	<ul style="list-style-type: none"> • MODEL- HD 365 Peterbilt cab or equivalent • TRANSMISSION- Fuller RTLO16913A 13 speed, 15.5" Ceramic Clutch with remote lube hose, 1810 HD driveline. • ENGINE-MX 405 @ 1400 RPM 1450 lb. torque 2010 emissions, Horton fan clutch. Low coolant level sensor. • Silicone coolant hoses • REAR END DSH40 40,000# Air Trac suspension, 40K, 11R22.5 14 ply tires and steel wheels. 16.5x8" cam brakes. Gusseted Cam Brackets Tandem axles. Brake Chambers to be turned forward on <u>back axle</u>. • C-Brake by Jacobs • BRAKE DRUMS-Outboard mounted, Haldex ABS', Auto slack adjusters. • Full Locking Differentials on both axles. • FRONT AXLE-12,000# w/ Tapered leaf springs, 14 ply tires 11R22.5, aluminum polished wheels. Cam brakes 16.5"x 5" • Steel air tanks outside frame rails. • Steel bumper deep tapered chromed w/ center tow hook. • Aluminum toolbox w/ non-slip step under cab. • FRAME- Huck bolted 5/16"X 10-5/8" w/ three-piece HD gusseted cross member. LH release hitch 690 Premier mounted at 32" w/ safety chain eyes. Back-up Alarm to include Chipper Bar under hitch at rear. • AIR DRYER-Bendix AD-ISEP/ Suspension pressure gauge w/ light • FUEL TANK (1) 26" Polished round aluminum 120 gal., DEF tank frame mounted • Aluminum battery box w/ no slip step. 2-31 group batteries. • CA134"/WB 224" • Power Steering / Heater shut-off valves. • Max speed of 62 MPH • PAINT-Frame black • Factory authorized repair facility within a 20-mile radius of 1716 Morgan Road, Modesto 	
CAB	<ul style="list-style-type: none"> • CAB CONSTRUCTION-HD Huck bolted All Aluminum with lap-seamed, w/steel firewall, steel front floor sheet, aluminum hood w/fender rock liners. • Drivers seat-high back air ride, High back passenger seat-non air ride • Air Conditioning / Lubricant temp gauges / Air restriction gauge / Bright Bezel / Suspension pressure gauge • Instrument gauges, Dash mounted single acting air PTO control. • AM/FM radio / CB radio 40 channel Midland w/ Plug-in auto reset circuit breaker. CB antenna (2) 	

ITEM	SPECIFICATIONS	EXCEPTIONS
	<ul style="list-style-type: none"> hot sticks wiring and antenna mounting brackets to mirrors. • Cab air suspension / Cruise control • 5" vertical cab mounted exhaust 12" curved tip & stainless steel guard • Extended rear window back of cab • Stainless Steel sun visor • Cab doors - 3/8" HD stainless steel piano hinges. LH door map pocket with RH door view window • Donaldson 13" painted cowl mounted filter with stainless caps. • Two-piece windshield • Tilt Steering wheel 18", passenger only power windows. • Flat cab floor • Frame mounted remote lube ports under hood. • HD Stainless steel Cowl-mounted heated mirrors w/convex mirrors • Fire Extinguisher 5 Lb. / Triangle reflector Kit • Front Fender mud flaps • (2) 26" Air horns • PAINT-Dupont Imron white • Removable Bug Screen behind grill 	
TRANSFER SET	<ul style="list-style-type: none"> • Pre build meeting with Public Works Fleet Manager- must be able to match county owned paver, shoulder machine, chip spreader for hook up and apron length. • Maximum Height 10'3" • Truck Body Length 15 Ft. • Side Height 12" over standard (48" high) • Floor Material 3/16" AR400 steel • Front Panel 3/16" T1A steel • Apron 3/16" T1A steel • Tailgate 3/16" T1A Steel • Hoist 135" custom, four stage • Body Lock semi-automatic truck & trailer body lock, located at rear of body includes air-body release. • Fenders 14 ga. Steel over rear tandem, 16ga. Bright stainless steel overlays. • Rope Hooks (20) hooks total; (6) per side (4) ft/rear, installed above the radius. • Lights trucklite markers, stop/tail,& backup. (2) markers per side of body L.E.D. markers and tail lights. • Steps (standard) • Mud Flaps air-lift • Paint Centri 5000 one color white #V0006 	
TRANSFER TRAILER BODY	<ul style="list-style-type: none"> • Trailer Body Length 15' • Side Height 6" over standard height (53" high) • Wheel Width 34" • Floor Material 3/16" AR400 steel • Top Rail 3"X3"X1/4" square tubing set on diamond. 	

ITEM	SPECIFICATIONS	EXCEPTIONS
	<ul style="list-style-type: none"> • Side Material 3/16" AR400 steel • Front Panel 3/16" T1A steel • Tailgate 3/16" T1A steel • Body Lock semi-automatic truck & trailer body lock, located at eye level. • Drive System Hi-Torque ball bearing drive motor, chain drive to rear axle. • Standard steps • Rope Hooks (20) hooks total; (6) per side (4) frt/rear, installed above the radius. • Paint Centri 5000 one color white #V0006 Automatic • Tarps and installation no higher than <u>10' 3"</u> 	
TRANSFER CHASSIS	<ul style="list-style-type: none"> • Capacity 40,000# GVWR • Frame width 34" • Fabricated 8-inch I-beam frame with T1 top roller cap. 100 KSI web and 120KSI bottom flange. • Axle 5" 22,500# capacity. 16 1/2"X7" brakes with X30 outboard drums on unimount hubs with auto slacks and ABS. • Haldex ABS w/ indicator light installed on trailer. Steel air tanks. • Suspension Hutch CH9700S, cast steel hangers w/ wear pads, rubber-bushed torque arms. Heavy-Duty hi-arch 3-leaf springs. • Drawbar 2 1/2" o.d. round axle-pull, 15' length, hinges, Premier 405LL eye and 5/8" safety cable assy, air assist lift. • Steering Unit unitized box construction with 26,000# capacity turntable. • Aluminum diamond plate front and rear. • Lights ICC/DOT standard. Trucklite sealed beams, (3) stop/tail per side, (2) stop/tail in rear xmbr, and (1) marker light per fender, L.E.D. marker and tail lights. • Tires (8)11R22.5 (G) • Wheels (8) 22.5" steel. • Fenders aluminum with black mud flaps. • Four heavy-duty hold down hooks. • Imron one color black on frame #V0001 	
TARP	<ul style="list-style-type: none"> • Automatic Tarps and installation no higher than <u>10' 3"</u> 	
WARRANTY	<ul style="list-style-type: none"> • Extended Warranty 5 year 	
DEFINITION OF TERM HEAVY DUTY	<ul style="list-style-type: none"> • The term Heavy Duty as applied above, shall be construed to mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production truck and shall be able to withstand unusual strain, wear, exposure, temperature and use. 	
REGISTRATION AND LICENSING	<ul style="list-style-type: none"> • The successful bidder shall furnish vehicle with exempt registration and license plates. 	
TECHNICAL INFORMATION	<ul style="list-style-type: none"> • The successful bidder shall supply (1) of operator 	

ITEM	SPECIFICATIONS	EXCEPTIONS
	<p>manuel, service manuel, parts books, wiring diagrams and applicable technical information for each machine purchased. Manuals shall be in the possession of the County before delivery will be considered complete.</p>	
<p>LEGAL REQUIREMENTS</p>	<ul style="list-style-type: none"> • Truck shall comply with the State of California vehicle code and all other laws, rules and regulations pertaining to the operation of vehicles within this state. 	

FORM OF BID

**STANISLAUS COUNTY GSA PURCHASING DIVISION
COUNTY OF STANISLAUS, STATE OF CALIFORNIA**

The bidder shall perform all work and provide all labor, equipment, materials, delivery and pick up for the completion and operation of the project for which this bid is made at bid amounts as stated below.

Item	Est. Qty	Unit	Description	Unit Cost	Ext. Amount
1	1	Ea	2011 Peterbilt Model 365 Conventional Truck with new Reliance Transfer Trailer Set 2TROIF-21 or equivalent Maxium Height 10' 3".	\$	\$
2					
3			Delivery		\$
4			Sales Tax		\$
			TOTAL COST:		\$

F.O.B. - Destination

Prompt Payment Discount

Cash discount of _____% for payment within _____ calendar days, which will be computed from the date delivery is made and accepted by the County or the date a proper invoice is received, **whichever is later**. Discount offered with payment terms of less than **(20)** calendar days will not be considered for award purposes. If no discount is shown, then it shall be assumed that **none** is offered and that the terms are **Net 30 days**.

Payment and Invoicing

Payment for services rendered and accepted will be made monthly/quarterly, in arrears, after receipt of a proper invoice approved by County authorized representative. All invoices must be submitted **in duplicate** to facilitate payment.

The undersigned bidder has examined all of the documents and specifications.

DATE: _____

CONTRACTOR'S SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

DO NOT DETACH THIS SHEET – SUBMIT ENTIRE BID PACKAGE AS YOUR BID

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

No Bid is in legal form unless in full compliance with the following instructions.

1. Bid must be submitted on the form provided by the Office of the Stanislaus County Purchasing Division. All items shall be filled in and the signatures of all persons signing shall be written in longhand. Bids not submitted on the form(s) provided **may not** be considered by Purchasing.

Mistakes must be corrected and the correction inserted; the person signing the Bid must initial the correction in ink.

Bids shall clearly identify the project name, bid number, and bid response date on the outside of the envelope and be delivered in a sealed envelope, no later than 2:30 p.m., to:

Stanislaus County GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354

Bids received after that time shall be returned unopened to the respective Bidder and shall not be considered for evaluation. Bids shall be opened in public at 2:30 p.m. on said date at the above location.

2. Alternate Bids shall be considered unless otherwise stipulated.
3. The principal protection of the County interests in the case of default or other failure to perform shall be by means of bonds.
 - a) Bidder's Security
If required, Bidder's security shall take the form of a bond, a cashier check, or a certified check, representing the Contractor's firm commitment to stand behind the Bid price. The Bidder's bond shall be prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the bidder's security is in the amount of ten percent (10%).
 - b) Performance Bonds
A Performance Bond may be required to secure fulfillment of all of the contractor's obligations under the contract. Before the execution of the contract or awarding of a Bid by the County, if a Performance Bond is required, the successful Contractor shall file with the County a surety bond satisfactory to the County in the amounts noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. Contractor shall pay all bond premiums, costs and incidentals.
 - c) Payment Bonds
If required to assure the Contractor's full discharge of its obligations to subcontractor, suppliers, and other labor used on the project, the successful Contractor shall file with the County a surety bond issued by a California admitted surety in the amounts noted.
4. No bidder shall be interested in more than one Bid as provided by the County code.
5. The County reserves the right to waive any informalities or minor irregularities in connection with Bids received.
6. All provisions of the County code are applicable to any Bid submitted or contract awarded pursuant thereto.
7. Cash Discounts. Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Bid price for the purposes of Bid evaluation. Any cash discount offered by the successful bidder will be accepted by Stanislaus County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

8. Within thirty (30) days after the Bid opening, a contract may be awarded by the County to the lowest responsive, responsible bidder, subject to the right of the County to reject all Bids, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate Bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with his Bid.
9. Bidder shall submit the following documents as a response to this Bid:
 - a) Return entire Bid package completed and signed.
 - b) Complete and sign a W9 form (Request for Taxpayer Identification Number and Certification).
10. Stanislaus County does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.

11. Protest and Appeal Procedures

a. General

Potential bidders, proposers, contractors and sub-contractors wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

b. Definitions

- (1) For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
- (2) "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
- (3) "Interested Party" means an actual or prospective bidder or proposer.
- (4) "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.

c. Protest Procedure

- (1) Any bidders, proposers, contractors and sub-contractors may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
- (2) The protest shall be delivered or sent by registered mail to the Purchasing Agent.
- (3) The protest filed with the Purchasing Agent shall:
 - (a) Include the name, address, and business telephone number of the protestor;
 - (b) Identify the project under protest by name, quotation/bid number, and quotation/bid date;
 - (c) Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
 - (d) Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

d. Protest Review

- (1) Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.

- (2) If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- (3) Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with federal funds.

12. Contract Debarment

The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.

When a procurement or contract involves the use of **Federal Funding**, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.

The Federal General Services Administration operates the web-based **Excluded Parties List System (EPLS)**, which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).

Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).

Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b)

Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).

After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

13. Federal E-Verify Contracting Regulations

As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.

The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal

contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.

If your Department receives a federal contract that includes the E-Verify clause, the County will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require the County to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.

Failure to adhere to this new standard may jeopardize your Federal contracting status. If you receive any Federal contracts which include references to the E-Verify requirement, please contact your designated CEO Human Resources representative for assistance. Further information and instructions are available at www.uscis.gov/e-verify.

14. The Stanislaus GSA County Purchasing Division reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, any bid, which is incomplete, obscure, or irregular, may be rejected. Any bid having erasures or corrections in the price sheet may be rejected. Any bid, which omits a bid on any one or more items in the price sheet, may be rejected. Any bid in which unit prices are obviously unbalanced may be rejected. Any bid accompanied by an insufficient or irregular bidder's bond may be rejected. Any bid, which does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Stanislaus County GSA Purchasing Division reserves the right to reject the bid of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the bid. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the bid.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Stanislaus County GSA Purchasing Division.

15. If mutually agreeable to all parties, the issuance of any resultant agreement/purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified in the agreement shall apply.

SUBJECT TO PARAGRAPH 5 ABOVE, THE COUNTY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE STATED REQUIREMENTS.

ADDITIONAL TERMS AND CONDITIONS

A. Address Change

Vendors are responsible for notifying the Stanislaus County GSA Purchasing Division of any change of address, business ownership, business name change, etc. Failure to do so may result in vendor(s) not being notified of bid opportunities and subsequent award of contract(s). All changes of address are to be provided in writing on company letterhead and mailed to Stanislaus County GSA Purchasing Division, P. O. Box 3229, Modesto, CA 95354.

B. Bid Inquiries

Questions, in written form, regarding this bid should be referred to:

Stanislaus County GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354
Attn: Cathy Blair
(209) 525-6319
Fax: (209) 525-7787
Email: blairc@stancounty.com

The Bidders shall carefully examine the Specifications, and satisfy themselves as to their sufficiency, and shall not at any time after submission of the bid, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Bidder find discrepancies in, or omissions from, the Drawings, the Specifications/Scope of Work, or other contract documents, or should he/she be in doubt as to their meaning, he/she shall at once notify the Stanislaus County GSA Purchasing Division. Notification is to be in written form and must be submitted at least **five (5) days** prior to the bid opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of written addenda. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

C. Interpretation of Addenda

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing referencing the bid number and project name, addressed and forwarded to the Stanislaus County GSA Purchasing Division, 1010 Tenth Street, Suite 5400, Modesto CA 95354 or P. O. Box 3229, Modesto, California 95354.

D. Printed Form of Bids

All Bids must be made upon the blank "Form of Bid" attached hereto, and should be completed in accordance with the directions in the Form of Bid. Bidders shall give the price data in figures, and must sign the "Form of Bid."

E. Exceptions

The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

F. Determination of Low Bidder

Except where the Stanislaus County GSA Purchasing Division exercises the right reserved herein to reject any or all Bids, the contract will be awarded to the bidder who has submitted the lowest responsible and responsive bid determined by lowest total base bid amount based on the quantities given in the schedule. Quantities are approximate, only being as a basis for the comparison of bids. The Stanislaus County GSA Purchasing Division reserves the right to increase, decrease or omit portions of the work as may be deemed necessary.

G. Local Vendor Preference

If applicable, subject to the conditions set by Stanislaus County Code 2.24.125, when submissions are evaluated, a five percent (5%) local preference shall be deducted from the total dollar amount bid by local vendors on competitive quotes and bids. The total amount of local preference granted in a single bid shall not exceed \$5,000 over a non-local vendor. The award shall be made at the full price of the quote or bid.

10-45-CB * BID RESULTS (TEAM ID #26603)

Contractor Name	Contractor Name	Contractor Name	Contractor Name	Contractor Name
	Valley Peterbilt	TEC Oakland	Bonander	
Bid Cover Sheet Signed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Orig. + 2 Copies Rec'd	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Page 7, Signed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addendum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City	Turlock	Oakland	Turlock	
Discount %	0	0	\$500/20 days	0
2011 Transfer Trailer Set	\$ 157,102.00	\$ 166,288.62	\$ 178,642.00	
Ext. Warranty; Engine Included:				
Ext. Warranty; Trans.	\$ 640.00			
Manuals Service/Parts:	350			
Tire Tax:	31.5			
Sales Tax:	13157.29	13654.61	14961.27	
Total:	\$ 171,280.79	\$ 179,943.23	\$ 193,603.27	

Per the "additional terms and conditions", paragraph G, Stanislaus County does recognize "Local Vendor Preference".

Per the "general terms and conditions", Item 2; Alternate bids shall be considered unless otherwise stipulated.

This project will not be award until Board Approval is issued to proceed with award.





STANISLAUS COUNTY

Purchasing Division

1010 TENTH ST, SUITE 5400
MODESTO, CALIFORNIA 95353
TEL: (209) 525-6319
FAX: (209) 525-7787

SHIP TO

PUBLIC WORKS-MORGAN SHOP
OLIVIA TANNER (209) 525-4193
1716 MORGAN ROAD
MODESTO, CA 95358

BILL TO

PUBLIC WORKS-MORGAN SHOP
OLIVIA TANNER (209) 525-4193
1716 MORGAN ROAD
MODESTO, CA 95358

Purchase Order

PURCHASE ORDER NO. REVISION PAGE

97612 1 1

THIS PURCHASE ORDER CANNOT BE USED AS A FOR
ALL PACKETS, PACKING LISTS, CARTONS AND
CORRECTION SHEETS RELATED TO THIS ORDER

DATE OF ORDER BUYER
08-NOV-10 C Blair

DATE OF REVISION BUYER
01-FEB-11 C Blair

VENDOR: VALLEY PETERBILT - INTERSTATE INTERNATIONAL
VALLEY PETERBILT
5843 N GOLDEN STATE BLVD
TURLOCK, CA 95382

CUSTOMER ACCT NO.	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	14060	30 NET	PREPAID	DESTINATION	COMMON CARRIER
CONFIRM TO/TELEPHONE			REQUESTOR / DELIVER TO Tanner, Olivia		

1	All prices and amounts on this order are expressed in: US dollar NEEDED: 914,089.16 DOLL 05-NOV-10	1	914,089.16	N
PURCHASE ORDER FY 2010/2011 PURCHASE OF ALL NEW, UNUSED, HEAVY DUTY, & 2011; TWO (2) WATER TRUCKS, TWO (2) SUPER DUMPS, ONE (1) 2-AXLE TRUCK, & (1) TRANSFER SET BID NUMBERS 10-42-CB, 10-43-CB, 10-44-CB, 10- 45-CB 5121-42100-84750 o SHIP TO: Address at top of page				
2011 OCT 12 A 8:11 BOARD OF SUPERVISORS				

Continued

Board item C-1 (11/2/10)



STANISLAUS COUNTY

Purchasing Division

1010 TENTH ST, SUITE 5400
 MODESTO, CALIFORNIA 95353
 TEL: (209) 525-6319
 FAX: (209) 525-7787

SHIP TO

PUBLIC WORKS-MORGAN SHOP
 OLIVIA TANNER (209) 525-4193
 1716 MORGAN ROAD
 MODESTO, CA 95358

BILL TO

PUBLIC WORKS-MORGAN SHOP
 OLIVIA TANNER (209) 525-4193
 1716 MORGAN ROAD
 MODESTO, CA 95358

Purchase Order

PURCHASE ORDER NO. REVISION PAGE

97612 1 2

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.

DATE OF ORDER BUYER
 08-NOV-10 C Blair

DATE OF REVISION BUYER
 01-FEB-11 C Blair

VENDOR: VALLEY PETERBILT - INTERSTATE INTERNATIONAL
 VALLEY PETERBILT
 5843 N GOLDEN STATE BLVD
 TURLOCK, CA 95382

CUSTOMER ACCT NO.	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	14060	30 NET	PREPAID	DESTINATION	COMMON CARRIER

REQUESTOR / DELIVER TO
 Tanner, Olivia

line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
2	PLEASE INCREASE PO 97612 FOR VALLEY PETERBILT VENDOR 14060 BY \$1,036. ACCT 75230 5121-42100-84750 5121-42100-84260 o SHIP TO: Address at top of page	NEEDED: 02-FEB-11	1,036.00	DOLL	1	1,036.00	N

Total 915,125.16

By accepting this purchase order you agree to the County's terms and conditions found at: <http://www.stancounty.com/purchasing/>

C. Blair
 AUTHORIZED SIGNATURE