

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

DEPT: Public Works *mbd*

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE December 21, 2010

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Authorize the Purchase of One 2011 Heavy Duty Roll-Off Truck (Federal Aid Project No. CML-5938 (178))

STAFF RECOMMENDATIONS:

- 1) Authorize the purchase of one (1) 2011 Heavy Duty Roll-Off Truck in the amount of \$157,667.97 from Valley Peterbilt (Federal Aid Project No. CML-5938 (178)).
- 2) Authorize the Purchasing Agent/General Services Agency Director to sign the purchase order from Valley Peterbilt.

FISCAL IMPACT:

The cost of the Heavy Duty Roll-Off Truck 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. This vehicle 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 this alternative fueled vehicle. Therefore, sufficient funds are available in the Public Works Morgan Shop budget to cover the cost of the Heavy Duty Roll-Off Truck.

BOARD ACTION AS FOLLOWS:

No. 2010-780

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

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:

ATTEST:

*Christine Ferraro*  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize the Purchase of One 2011 Heavy Duty Roll-Off Truck (Federal Aid Project No. CML-5938 (178))

**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 Roll-Off Truck, 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 this in-use-on-road alternative fueled equipment to fulfill the Roads and Bridges Division's need for one new Roll-Off Truck.

The Roll-Off Truck plays an important role to the Roads and Bridges Division in road maintenance and repair. Roll-Off Trucks are used to safely transport large capacity materials like rocks, asphalt, sand, chips, and 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. This 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 one (1) Heavy Duty 2011 Roll-Off Truck is 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 \$157,667.97. 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 Roll-Off Truck in March of 2011. Valley Peterbilt is a California business operating out of Turlock, California.

The General Services Agency (GSA) Purchasing Division published the notice inviting bids for one (1) Heavy Duty 2011 Roll-Off Truck. The bids were posted online on November 2, 2010. The bidding cycle closed on November 16th with three responses. The lowest, most responsive bidder was Valley Peterbilt. On November 18th, GSA issued an intent to award the bid pending Board approval to the lowest and most responsive bidder, Valley Peterbilt. Non-award letters were issued to the remaining two vendors on November 18th.

Approval to Authorize the Purchase of One 2011 Heavy Duty Roll-Off Truck (Federal Aid Project No. CML-5938 (178))

**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: 209-525-4139.

ME:ot

M:\Morgan Shop\Morgan\Board Items\Board Item\_ Roll-Off Truck\_12.21.10

10-55-CB \* BID RESULTS (TEAM ID #27212)

Contractor Name	Contractor Name	Contractor Name	Contractor Name	Contractor Name
	<b>Valley Peterbilt</b>	<b>Delta Truck Center</b>	<b>Interstate Truck</b>	
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 7, Signed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Addendum	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
City	Turlock	Stockton	Turlock	
Discount %	0	0	0	
<b>2011 Roll Off Truck</b>				
Sales Tax Included				
<b>Total:</b>	** \$ 157,667.97	\$ 157,662.87	\$ 162,994.44	

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. 10-55-CB**

**PROJECT NAME:**

**2011 ROLL OFF TRUCK**

## BID INFORMATION:

**BID RESPONSE DATE:**  
November 16, 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 \_\_\_\_\_

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Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Bidder's Name (Printed): \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Bidder's Title: \_\_\_\_\_

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**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.

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**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 Set back Front Axle Conventional Truck with New Roll Off or Equivalent

November 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.

<b>ITEM</b>	<b>SPECIFICATIONS</b>	<b>EXCEPTIONS</b>
<b>FRAME AND EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• 10-3/4" STL RAILS/ALM XMBERS 3/8" RAIL THICKNESS</li> <li>• 10-3/4" STL RAIL, 354", 62.6" OVERHANG OK PER VB FRAME, FRAME IS 1.1 INCH (ES) HIGHER AT THE FRONT AXLE THAN AT THE REAR.</li> <li>• HD IRON FRONT SPRING BRKTS FORWARD AND REAR</li> <li>• HUCKBOLT ALL ACCESSIBLE FRM COMPONENTS INCLUDING BOGIE &amp; EOF XMBER IN TRUCK EOF SQUARE W/STEEL XMBR, FULL STEEL INNER LINER</li> <li>• FRONT WHEEL MUDFLAPS</li> <li>• WHEEL BASE 259 IN, CAB AXLE 190 IN</li> <li>• FRAME MOUNTED REMOTE LUBE PORTS UNDER HOOD</li> </ul>	
<b>FRONT AXLE AND EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• DANA SPICER D2000F, 3.5" DROP, 20,000LBS TAPER LEAF SPRINGS</li> <li>• POWER STEERING SHEPPARD SD110 DUAL USE W/ 20,000LB AXLES</li> <li>• POWER STEERING COOLER</li> <li>• ALUM HB/CAST DRMS/16.5X6 CAM BRKS</li> <li>• FRONT OIL SEALS, DANA AUTO SLACK ADJUSTERS</li> </ul>	
<b>REAR AXLE AND EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• DANA SPC DSP41 40,000LB, ALUM HB, CAST DRUM, 16.5X7 CAM BRKS, LMS HUBS, TANDEM AXLE, PARKING BRKS BOTH AXLE, AUTO SLACK ADJUSTERS</li> <li>• GUSSETED CAM BRKTS DANA SPCR TDM AXLE 16.5X7/16.5 BRAKES</li> <li>• BENDIX 4S4M ABS W/SBM VALVE</li> <li>• SYNTHETIC AXLE LUBRICANT</li> <li>• AXLE RATIO, TBD</li> <li>• REYCO 102 MULTI LEAF 44,000 LBS</li> <li>• LOCKING AXLES</li> </ul>	



ITEM	SPECIFICATIONS	EXCEPTIONS
<b>ENGINE AND EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• ISX 11.9 385V 385 HP 1450 LBS. TORQUE@1200 (2010 EMISSIONS) MAXIMUM SPEED 62 MPH</li> <li>• CARB IDLING COMPLIANCE</li> <li>• ALTERNATOR 130 AMP, STARTER 12V</li> <li>• 18.7 CFM AIR COMPRESSOR</li> <li>• C-BRAKE BY JACOBS</li> <li>• ENGINE PROTECTION SHUTDOWN</li> <li>• ENGINE IDLE SHUTDOWN</li> <li>• A/C FIREWALL MTD</li> <li>• 7" VERTICAL FRAME MOUNTED EXHAUST, CURVED TIP 12"X7", STAINLESS STEEL GUARD</li> <li>• HIGH EFFICIENCY COOLING SYSTEM 1600 SQ. IN.</li> </ul>	
<b>TRANSMISSION</b>	<ul style="list-style-type: none"> <li>• ALLISON RDS 3500P</li> <li>• ALLISON PUSHBUTTON CONTROLS MD/HD</li> <li>• 1810 HD DRIVELINE W/4.5" X .180 WALL TUBING</li> </ul>	
<b>AIR AND TRAILOR EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• BENDIX AD-ISEP AIR DRYER</li> <li>• STEEL AIR TANK</li> </ul>	
<b>TIRES AND WHEELS</b>	<ul style="list-style-type: none"> <li>• FRONT TIRES RADIAL BRIDGESTONE 20 PLY 315/80R22.5 W/ALCOA 22.5X12.25 POLISHED ALCOA WHL</li> <li>• REAR TIRES RADIAL BRIDGESTONE 14 PLY 11R22.5 W/ POLISHED ALCOA 22.5X8.25 ALM WHL,</li> <li>• (1) SPARE TIRE AND WHEEL TO BE INCLUDED RADIAL BRIDGESTONE 20 PLY 315/80R22.5 W/ALCOA 22.5X12.25 POLISHED ALCOA WHL.</li> </ul>	
	<ul style="list-style-type: none"> <li>• 26" POLISHED ALUM ROUND 110 GAL FUEL TANK RH U/C, FUEL COOLER</li> <li>• NON-SLIP FUEL TANK STEP RH</li> <li>• 26" POLISHEDALUM ROUND 50 GAL RH FRAME MOUNTED HYD TANK</li> <li>• DEF TANK BOC POLISHED STAINLESS STEEL</li> </ul>	
<b>BATTERY BOX AND BUMPER</b>	<ul style="list-style-type: none"> <li>• ALUM BATT BOX W/NON-SLIP STEP LH U/C</li> <li>• STEEL BUMPER DEEP TAPERED CHROMED W/2 TOW PINS</li> <li>• FRONT HEAVY DUTY EXTERNAL TOW EYE</li> </ul>	
<b>CAB AND EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• ALUM CAB 115" BBC FBRGLS HOOD W/POLISHED CROWN &amp; SPRING TILT ASSIST</li> <li>• THERMAL INSULATION CAB PACKAGE</li> <li>• RUBBER FENDER LIPS 2.25" WIDE</li> <li>• DRVRS ULTRARIDE LOBACK AIR SEAT, PASS LOBACK NON-AIR SEAT</li> <li>• 3-PT SEATBELT, ARM RESTS, 18" STEERING WHEEL, ADJUSTABLE STEERING COLUMN</li> <li>• REMOVABLE BLACK RUBBER FLOOR MATS</li> <li>• EXTENDED DAY CAB REAR WINDOW</li> <li>• DARK WINDOW TINT</li> <li>• VIEW WINDOW RH DOOR</li> <li>• COMBO FRESH AIR HEATER/AIR CONDITIONER</li> <li>• OUTSIDE SUNVISOR STNLS STEEL</li> <li>• STNLS STEEL COWL MOUNTED HEATED MIRRORS 7"X16" HEATED, CONVEX MIRRORS 8"</li> <li>• (2) 26" AIR HORNS CHROMED</li> </ul>	

ITEM	SPECIFICATIONS	EXCEPTIONS
	<ul style="list-style-type: none"> <li>• AM/FM RADIO</li> <li>• CB ANTENNAS 2-HOT STICKS AND BRACKETS, WIRES LH/RH MIRROR</li> <li>• CB RADIO 40 CHANNEL MIDLAND W/PLUG-IN AND CIRCUIT BREAKER</li> <li>• REMOVABLE BUGSCREEN BEHIND GRILL</li> <li>• AIR CAB SUSPENSION</li> <li>• 5LB FIRE EXT., TRIANGLE REFLECTOR KIT</li> <li>• BACK-UP ALARM (107DB)</li> <li>• GAUGES: OIL TEMP AND PRESSURE, AIR APPLICATION, AIR RESTRICTION, AXLE TEMP, AMMETER, TRANS TEMP, ENGINE TEMP, FUEL, BRIGHT BEZEL</li> <li>• (3) ADDITIONAL ROCKER SWITCHES AND WIRING LOOM BOC</li> <li>• HEADLIGHTS DUAL RECTANGLE POD MOUNTED W/HALOGEN BEAM.</li> <li>• MARKER LIGHTS (5) ARROW LED</li> <li>• ADDITIONAL RECT TURN SGNL MTD MIRRORS</li> <li>• FLAT CAB FLOOR</li> <li>• TWO-PIECE WINDSHIELD</li> <li>• DONALDSON COWL MOUNTED FILTER</li> <li>• CAB DOORS -3/8" HD STAINLESS STEEL PIANO HINGES.</li> <li>• CAB CONSTRUCTION-HD HUCK BOLTED ALL ALUMINUM WITH LAP-SEAMED, W/STEEL FIREWALL, STEEL FRONT FLOOR SHEET, W /FENDER ROCK LINERS</li> <li>• MOTOROLA CDM 750 VHF RADIO, SPEAKER, ANTENNA, PROGRAMING, INSTALLATION</li> <li>• SAFEMOBILE SAF-V290 GPS TRACKING UNIT AND SAF-VP290 1 YEAR TRACKING SERVICE</li> </ul>	

ITEM	SPECIFICATIONS	EXCEPTIONS
	<ul style="list-style-type: none"> <li>• CAB DUPONT IMRON WHITE</li> <li>• CHASSIS DUPONT IMRON BLACK</li> </ul>	
<b>TRUCK MOUNTED ROLL-OFF</b>	<ul style="list-style-type: none"> <li>• 24' MAIN FRAME TO BE CONSTRUCTED FROM 4" X 12" X .375 ASTM A500 GRADE B STEEL TUBING, .250 STEEL FRAME REINFORCEMENT 120" LONG ON EACH SIDE</li> <li>• 5" DIAMETER ROLLERS ON EACH SIDE, SOLID HIGH STRENGTH STEEL ROLLER SHAFTS</li> <li>• SOLID HIGH STRENGTH STEEL CYLINDER PIVOT SHAFTS</li> <li>• (2) 5.5 DIAMETER, SINGLE STAGE, DOUBLE ACTING, HOIST CYLINDERS WITH 3" SOLID SHAFTS</li> <li>• (2) 5.5 DIAMETER, SINGLE STAGE, DOUBLE ACTING, HOIST CYLINDERS WITH 3" SOLID SHAFTS USED AS REEVING CYLINDERS, 3/4" STRANDED STEEL CABLE</li> <li>• CONTROL VALVE, COMMERCIAL SHEARING, WITH (2) SPOOLS, MANUALLY OPERATED</li> <li>• INSIDE AND OUTSIDE METERING TYPE CONTROLS</li> <li>• REAR WINDOW GUARD AND (4) HALOGEN WORK LIGHTS WIRED TO CAB SWITCH</li> <li>• (1) SET OF REMOVABLE BODY STOPS</li> <li>• HYDRAULIC TANK WITH BREATHER, THERMOMETER, SIGHT GAUGE AND FILTER MOUNTED ON CURBSIDE</li> <li>• ALL STEEL PARTS PAINTED POLY URETHANE BLACK</li> <li>• MIZER FULL REAR FENDERS AND MOUNTING BRACKETS W/ LED TURN SIGNALS (TRUCK LITE BRAND)</li> <li>• 3000 PSI WORKING PRESURE HYDRAULIC HOSE OR STEEL TUBING</li> <li>• HYDRAULIC PUMP COMMERCIAL SHEARING P51 W/ AIR OPERATED PTO</li> <li>• GRADE 8 FASTENERS FOR FRAME MOUNTING</li> <li>• HYDRAULIC OPERATED ICC BUMPER</li> <li>• LED LIGHT BAR WITH (4) STOP/TAIL, TURN SIGNALS AND LICENCE PLATE (TRUCK-LITE BRAND)</li> <li>• LOCKING MECHANISM FOR ROLL-OFF BOX INCLUDING RACHETS AND STRAPS ON BOTH SIDES</li> <li>• TARP SYSTEM: HYDRAULIC OPERATED PIONEER RACK AND PINION</li> <li>• STEP TOOL BOX 48" LH FRAME</li> </ul>	
<b>WARRANTY AND WARRANTY WORK</b>	<ul style="list-style-type: none"> <li>• EXTENDED WARRANTY 5 YEAR ON TRUCK</li> <li>• FACTORY AUTHORIZED REPAIR FACILITY WITHIN A 20-MILE RADIUS OF 1716 MORGAN ROAD, MODESTO</li> </ul>	
<b>TECHNICAL INFORMATION</b>	<ul style="list-style-type: none"> <li>• THE SUCCESSFUL BIDDER SHALL SUPPLY (1) ONE OPERATOR MANUEL, SERVICE MANUEL, AND PARTS BOOKS, WIRING DIAGRAMS AND APPLICABLE TECHNICAL INFORMATION FOR</li> </ul>	

<b>ITEM</b>	<b>SPECIFICATIONS</b>	<b>EXCEPTIONS</b>
	EACH MACHINE PURCHASED. MANUALS SHALL BE IN THE POSSESSION OF THE COUNTY BEFORE DELIVERY WILL BE CONSIDERED COMPLETE FOR PAYMENT.	
<b>DEFINITION OF TERM HEAVY DUTY</b>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	
<b>REGISTRATION AND LICENSING</b>	<ul style="list-style-type: none"> <li>• THE SUCCESSFUL BIDDER SHALL FURNISH VEHICLE WITH EXEMPT REGISTRATION AND LICENSE PLATES.</li> </ul>	
<b>LEGAL REQUIREMENTS</b>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	

**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 Set back Front Axle Conventional Truck with New Roll Off or Equivalent	\$	\$
2					
3			Delivery		\$
4			Sales Tax		\$
			<b>TOTAL COST:</b>		\$

**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](http://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](mailto: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.