

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

DEPT: Public Works

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE April 3, 2012

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Authorize the Purchase of One 2012 BearCat BC2002 Chip Spreader

STAFF RECOMMENDATIONS:

- 1) Authorize the purchase of one 2012 BearCat BC2002 Chip Spreader from BearCat Manufacturing, Inc. in the amount of \$247,095 (Federal Aid Project No. CML-5938 (135)).
- 2) Authorize the County Purchasing Agent to sign the purchase order.

FISCAL IMPACT:

The cost of the one 2012 BearCat BC2002 Chip Spreader is \$247,095 and 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 2011-2012 budget reflects the CMAQ grant and purchase of this alternative fueled vehicle.

BOARD ACTION AS FOLLOWS:

No. 2012-142

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

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 TALLMAN, Clerk

File No.

## Approval to Authorize the Purchase of One 2012 BearCat BC2002 Chip Spreader

### **DISCUSSION:**

On June 15, 2008, the California Air Resource Board adopted Fleet Rule, Title 13, Article 4.8, Chapter 9, California Code of Regulations (CCR), to reduce diesel particulate matter (PM) and criteria pollutant emissions from in-use off-road diesel-fueled vehicles. Target dates to meet compliance of this rule are predetermined by nitrates of oxide (NOX) and particulate matter (PM). The purchase of the above-mentioned equipment will help the Department meet the next target date of March 1, 2014.

The Department of Public Works Morgan Shop Division provides and maintains equipment for the Road and Bridge Operations and Maintenance Division. The Fiscal Year 2011-2012 budget approved the purchase of in-use off-road alternative fueled equipment to fulfill the need for one chip spreader. The Department currently has one chip spreader that will not meet the in-use off-road diesel fueled vehicle compliance date of March 1, 2014. The proposed purchase of the new vehicle will replace the existing vehicle with a cleaner burning vehicle; reducing emissions, and enabling the Department to be in compliance with California Air Resource Board's adopted Fleet Rule, Title 13, Article 4.8, Chapter 9, California Code of Regulations. In addition, the existing 1980 chip spreader replaced by the new chip spreader will be declared surplus and auctioned, with the proceeds returned to Morgan Shop's fund balance.

Chip spreaders play an important role in maintaining County roads. They spread aggregate or crushed rock over emulsion to seal cracks in the roadway. Sealing cracks prevents water from seeping through which can damage the roads. In addition, the aggregate saturates roadways to build and maintain longevity. Overall this equipment provides an effective and efficient way to resurface roadways. This resurfacing will extend the life span of County roads.

The General Services Agency (GSA) Purchasing Division published the notice inviting bids for one chip spreader. The bid was posted online on January 10, 2012 and closed on January 31, 2012. Only two vendors responded as listed below:

- BearCat Manufacturing, Inc. \$247,095.00
- Herrmann Equipment, Inc. \$212,668.83

Although Herrmann Equipment, Inc. was the lowest bidder, they were determined to be unresponsive because they did not meet the specifications required in the bid. Therefore, on March 9<sup>th</sup>, GSA issued an intent to award the contract, pending Board approval, to the lowest, most responsive bidder, BearCat Manufacturing, Inc. A non-award letter was issued to Herrmann Equipment, Inc.

The chip spreader is manufactured in Wickenburg, Arizona and will be shipped to the Department of Public Works. BearCat Manufacturing, Inc. is responsible for the equipment until it is received by the Department of Public Works. Shipping is included in the purchase price. Payment to BearCat Manufacturing, Inc. will be made once the equipment is in Public Works' possession. The Department of Public Works is expected to receive the one 2012 BearCat BC2002 Chip Spreader from BearCat Manufacturing, Inc. in June of 2012.

## Approval to Authorize the Purchase of One 2012 BearCat BC2002 Chip Spreader

### **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.

OT:lc

M:\Morgan Shop\Morgan\Board Items\Chip Spreader\Chip Spreader\_BOS 4-3-12





GSA PURCHASING AGENT  
1010 10<sup>TH</sup> Street, Suite #5400, Modesto, CA 95354  
Phone: (209) 525-6319  
Fax: (209) 525-7787

# INVITATION TO BID

## BID NO. #12-04-CB

### PROJECT NAME:

# 2012 CHIP SPREADER (Federal Aid Project #CML-5938 (185))

### BID INFORMATION:

**BID RESPONSE DATE:**  
January 31, 2012

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

**DELIVER BID RESPONSES TO:**  
Stanislaus County Purchasing Division  
1010 10th Street Suite #5400  
Modesto, CA 95354

Bidders are required to submit an original and two (2) 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.

**Advertisement Dates:** January 10, 2012 thru January 31, 2012

**BIDDER'S COMPANY NAME:** BEAR CAT MFG., INC.  
(Type or Print)

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

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

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

Bidder's Name (Printed): FRED ANDERSON

Bidder's Signature: 

Bidder's Title: TREASURER

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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

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned Bidder declares and certifies under the penalty of perjury: that the only persons or parties interested in this bid as principals are those named herein as Bidder, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this bid; that the undersigned has examined the "General Conditions and Instructions to Bidders" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this bid, that the undersigned (if awarded the contract) will execute and fully perform the contract for which the bids are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the attached schedule "Form of Bid" and "Article V" of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this bid is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name of Bidder: BEAR CAT MFG., INC.

\*Type of Business:  Individual doing business under own name  
 Individual doing business using a firm name  
 Joint Venture (Please attach Joint Venture Agreement)  
 Corporations  
 Partnership

Business Address: 3650 SABIN BROWN RD.

City, State, Zip Code: WICKENBRUG AZ 85390

Dated: JANUARY 20, 2012

By:  (Signature) (Print initials)

Name: FRED ANDERSON (Type or Print Name)

Title: TREASURER

Email Address: fanderson@bearcatmfg.com

Telephone Number: 928-684-7851 Fax Number: 928-684-3241

\*To be signed by authorized corporate officer or partner or individual submitting the bid.

EXAMPLE

- If Bidder is: Sign:
1. An individual doing business under own name.....Your name only
  2. An individual using a firm name .....John Doe, an individual doing business as Blank Company
  3. A Partnership .....John Doe and Richard Roe, partners doing business as Blank Company, By John Doe, partner
  4. A Corporation..... Blank Company, by John Doe, secretary (or other title)

Note: The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**STANISLAUS COUNTY**  
for the benefit of its  
**DEPARTMENT OF PUBLIC WORKS**

Specifications for a 2012 Chip Spreader or Equivalent

January 2012

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		
		YES	NO	OTHER
<b>POWER TRAIN</b>	<ul style="list-style-type: none"> <li>Engine: Cummins, (Tier 3 emissions no flex engine excepted) QSB 6.7L liter, 6 cylinder Turbo-charged diesel engine, 275 H.P. @ 2300 RPM and 730 Peak Torque @ 1500 RPM, electric start, alternator voltage regulator and (2) 12 volt batteries</li> </ul>	X		
	<ul style="list-style-type: none"> <li>Dry type air cleaner, disposable element type oil filter, heavy duty cooling system, sucker type fan, engine mounted Wabco 17 CFM @ 2400RPM air compressor with a variable speed governor &amp; a Wabco System Saver 1200 series 12Vdc air dryer, and a 80 gallon fuel tank.</li> </ul>	X		
	<ul style="list-style-type: none"> <li>System that monitors oil pressure, coolant temperature, &amp; hours, engine should be equipped with hp cutback and or engine shutdown if parameters are out of specification</li> </ul>	X		
<b>DRIVE TRAIN</b>	<ul style="list-style-type: none"> <li>Hydrostatic transmission is controlled by a Computer Rate Control system (CRC) with a Axial piston variable rate high torque 130cc hydrostatic pump (no exceptions) directly coupled to engine, to run a variable rate 160cc hydraulic motor direct coupled to a 2 speed transfer case which drives the front steer axle.</li> </ul>	X		
	<ul style="list-style-type: none"> <li>Automotive Control Description; (by stepping on the accelerator pedal</li> </ul>	X		



ITEM	SPECIFICATIONS	EXCEPTIONS		
		YES	NO	OTHER
	<p>this increases engine RPM, the CRC monitors the engine RPM and will stroke the hydrostatic transmission according to increasing engine RPM), it also controls maximum travel speed to prevent damaging driveline components from over speeding.</p> <ul style="list-style-type: none"> <li>• The Automotive Control also has HP control (load sensing) to control the load being applied on the engine to maintain maximum HP at all times and prevent engine stalling under sever load conditions. Note: this type of control helps lower fuel consumption by maintaining a constant load on the engine.</li> <li>• The engine RPM cruise control can be set when the forward/reverse switch is in forward, and traveling at less than 75 FPM, the cruise control is released with the brake pedal or when the forward/reverse switch is moved to neutral or reverse, the cruise control can be resumed when the forward/reverse switch is in forward, and traveling at less than 75 FPM.</li> </ul>	X		
<b>AXLES</b>	<ul style="list-style-type: none"> <li>• Drive/Steering Axle: Limited slip differential front wheel drive, front wheel steer, with planetary gear hubs with a total axle reduction of 14.769 to 1 reduction, 42-degree steering angle, 14,425kg (31,800lbs) capacity, w/rubber spring suspension.</li> <li>• Rear Axle: Solid tube type 5" diameter trailer axle, 11,340kg (25,000lbs) capacity, with oil filled wheel bearings.</li> </ul>	X		
<b>BRAKES</b>	<ul style="list-style-type: none"> <li>• Front: Wet disc air over hydraulic</li> <li>• Rear: 16.5 X 7 drum, S cam air brakes</li> <li>• Parking: Spring anchorlok parking brake on rear axle, spring applied</li> </ul>	X X X		
<b>STEERING</b>	<ul style="list-style-type: none"> <li>• Hydraulically powered orbital type, no mechanical linkage, with an engine mounted vane type power steering pump with a 6gpm flow control cover.</li> </ul>	X		
<b>CONTROLS AND INSTRUMENTS</b>	<ul style="list-style-type: none"> <li>• Operator panel to include: ignition switch, hitch switch, conveyor switch, spread width and rate controls, parking brake, engine</li> </ul>	X		

ITEM	SPECIFICATIONS	EXCEPTIONS		
		YES	NO	OTHER
	<p>throttle.</p> <ul style="list-style-type: none"> <li>Instruments to include: fuel, hydraulic temperature, engine temperature, engine RPM, hour meter, oil pressure, charging system voltage.</li> <li><b>Control functions available from operator seat position:</b> ignition switch, FWD/REV, Spread width and rate, <b>Gate control to include;</b> open/close, tamper cut (one switch gate control from left and right), individual gate on/off toggle switches, hitch release, left &amp; right belt control as described below, left and right augers ON/OFF, auto ON/OFF w/gate open close, Auto, CRC will calculate square yards covered and update total square yards covered every 2 seconds, CRC to calculate total lineal feet covered, totals can be reset, parking brake, foot brake, and foot accelerator pedal. LCD screen will display spread box width, and which gates are OPEN or CLOSED.</li> </ul>	X		
<b>OPERATOR STATION</b>	<ul style="list-style-type: none"> <li>Operator station will have one seat, one steering wheel, and one control panel, this assembly will move left and right hydraulically so the operator can drive from an position, all standard chipper functions will be accessible while the operator's right arm is on the arm rest, seat has fore, and aft adjustment, backrest angle adjustment and seat height adjustment. The brake pedal and accelerator pedal has forward and backward adjustment and the steering wheel has 30deg of angle adjustment. This operator assembly includes a rain/sun cover/roof.</li> <li>Two C.B. radios to be mounted on the side of the operators stations within reach of the operators while not in use. This mounting bracket is removable to conveniently and safely store the C.B. while not in use. This C.B. has a foot pedal operated microphones so the operator can keep hands free while keying the microphone and two (2) dual muff head seats with</li> </ul>	X		

ITEM	SPECIFICATIONS	EXCEPTIONS		
		YES	NO	OTHER
	microphone and 24db noise reduction.			
<b>COMPUTER RATE CONTROL (CRC)</b>	<ul style="list-style-type: none"> <li>The CRC system measures the chip spreader ground speed and controls the percent gate opening to maintain the preset lbs./sq. yd. application rate, the CAM position is measured by CAM position sensors that are self-calibrating non-contacting Hall-effect pulse pickup type integral with the cam gear box. The application rate is set on the home page of the LCD display and can be changed any time during operation. The application rate can be calibrated and balanced (left box/right box) from the CRC operator panel to meet the specific application rates.</li> <li>CRC calculates and displays Feet Per Minute (FPM), cam opening display in percentage open, spread box width 10' to 20' standard, linear feet &amp; square yards spread.</li> <li>All controllers communicate over a two-wire CAN communication system. All CRC controllers, sensors, and connectors are IP65 or IP67 rating or have solder type terminals; all wiring is field replaceable wire harnesses.</li> <li>The CRC system is equipped with diagnostic tools for switches, sensors &amp; controllers, and has a means of connecting to manufacture by the users laptop with a service cable for service assistance over the internet. This CRC system contains most diagnostic information on the diagnostic page of the LCD display quickly diagnosis the failure situation. Information to be provided includes: battery and sensor voltage at each node, CRC system sensor voltages, ultrasonic sensor feedback voltages, CAM sensor frequency, all CRC related toggle switches, automotive control parameters, shows software version of each node, keeps a running total of hydraulic and engine temps, self-diagnosis if there is an open or short in the CRC controlled hydraulic circuits.</li> </ul>	X		
		X		
		X		
		X		

ITEM	SPECIFICATIONS	EXCEPTIONS		
		YES	NO	OTHER
	<ul style="list-style-type: none"> <li>• <b>CRC controlled belts, (3 modes):</b> 1: ON/Manual 2: Auto ON with gates open &amp; chip box level switches calling for chips. 3: Auto ON with chip box level switches calling for chips.</li> <li>• CRC controlled left and right belt speed according to chip demand, chip demand is monitored by ultrasonic sensors mounted on the chip boxes. This allows the CRC system to control the belt speed required to maintain a constant level of chips in the chip box. This helps conserve fuel by not allowing the belts to become over or under loaded.</li> </ul>	X		
<b>POSITIVE LOCK HITCH</b>	<ul style="list-style-type: none"> <li>• Type: Hydraulically powered positive nonbinding, latch and release</li> <li>• Adjustment: 8" to 20" height</li> </ul>	X		
<b>WHEELS</b>	<ul style="list-style-type: none"> <li>• Disc type 10 hole, front and rear to be interchangeable</li> </ul>	X		
<b>TIRES</b>	<ul style="list-style-type: none"> <li>• Standard: 385/165R X 22.5 highway tread</li> </ul>	X		
<b>AGGREGATE HANDLING SYSTEM</b>	<ul style="list-style-type: none"> <li>• Rear hopper 120" wide with struck capacity of 4 cubic yards, heavy duty rubber skirting and grimly screens over belt openings</li> </ul>	X		
<b>CONVEYOR</b>	<ul style="list-style-type: none"> <li>• Two heavy duty 30" 2 ply conveyor belts with 35° troughing rollers. Independent hydraulic motor speed control by proportional solenoid valves controlled through the CRC, receiving chip box level commands from non-contacting ultra-sonic depth sensors. Self-cleaning tail pulleys and return rollers. Conveyor hydraulic motor coupled direct to head pulley. Conveyor belts capable of starting fully loaded.</li> </ul>	X		
<b>OIL COOLER/FILTRATION</b>	<ul style="list-style-type: none"> <li>• Oil cooler has total return flow capacity and constantly running hydraulic fan, cooler mounting is hinged to allow easy access for cleaning. 10 micron return filters, with one water-absorbing element, and 30 mesh suction strainers. Cooling system has a 15gpm circulating pump to continually move oil through the cooler and filters.</li> </ul>	X		

ITEM	SPECIFICATIONS	EXCEPTIONS		
		YES	NO	OTHER
<b>HOPPERS</b>	<ul style="list-style-type: none"> <li>Receiving Hopper: Oversized receiving hopper with 1" side plates to prevent damage when hit by a dump truck, 10 feet wide, allowing 4.0 cubic yards struck capacity, receiving area includes heavy-duty rubber to prevent chip spillage while receiving chips from dump truck.</li> <li>Spreader Hopper: Infinitely variable from 10 feet to 20 feet, capacity 4.0 cubic yards. Spread width range 1 foot to 20 feet. Computer controlled spread rate range 1 to 80 pounds per square yard. The spread hopper is a high flow, gravity feed vertical drop hopper to prevent chips from rolling in the oil and or creating a wave in the oil as they hit on the road surface. Augers, to move the material to the outer gates, Grizzly gates over the spread hopper with 1 1/2" opening to retain oversized materials. Clean outside surface of chip box, has no motors, hoses, etc. these allows the chip spreader to be tight against a wall or guard rail allowing the chips to be spread all the way to the edge of the road surface. Aggregate flow, computer controlled opening of pneumatic actuated gates in relation to ground speed and pound per square yard to be spread at any given width 12 inches to 20 feet. Cut off gates. Pneumatic powered 12" wide, adjustment (calibration) and PSY set-point capability from operator's station.</li> </ul>	X		
<b>SAFETY EQUIPMENT</b>	<ul style="list-style-type: none"> <li>Ladders on each side; safety handrails; electric backup alarm; air signal horn, parking brakes, seat belts.</li> <li>Strobe light, turn/flasher/stop lights, and tractor type night work lights</li> </ul>	X		
<b>FINISH</b>	<ul style="list-style-type: none"> <li>The Chip Spreader shall be painted with high grade orange paint.</li> </ul>	X		
<b>TOW BAR</b>	<ul style="list-style-type: none"> <li>Pintle hitch, jack and lights</li> <li>Removable tire and wheels</li> </ul>	X X		
<b>WARRANTY AND TRAINING</b>	<ul style="list-style-type: none"> <li>The manufacturer or successful bidder shall furnish a 1-year or 1000 hours (from equipment in-service date) 100% labor and parts warranty covering the entire</li> </ul>	X		

ITEM	SPECIFICATIONS	EXCEPTIONS		
		YES	NO	OTHER
	<p>equipment unit. In-service date shall begin with first day of training.</p> <ul style="list-style-type: none"> <li>Two (2) days of comprehensive training shall be provided to give 'on-the-job' experience with the equipment. Bidder shall provide all transportation, meals, and lodging for instructors.</li> </ul>	X		
<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>	X		
<b>REGISTRATION AND LICENSING</b>	<ul style="list-style-type: none"> <li>The successful bidder shall furnish vehicle with exempt registration and license plates. <u>Unit and Invoice delivered to 1716 Morgan Rd. Modesto, CA</u></li> </ul>	X		
<b>TECHNICAL INFORMATION</b>	<ul style="list-style-type: none"> <li>The successful bidder shall supply two (2) sets of operator's manuals, engine and unit 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></li> </ul>	X		
<b>LEGAL REQUIREMENT</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>	X		

**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	Est Amount
1	1	Ea	2012 Chip Spreader or equivalent.	\$ 225,750.00	\$ 225,750.00
2			Delivery		\$ 2,250.00
3			Sales Tax		\$19,095.00
			<b>TOTAL COST:</b>		\$ 247,095.00

**F.O.B. - Destination**

**Prompt Payment Discount**

Cash discount of 0 % for payment within 0 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: January 20, 2012

BIDDER'S SIGNATURE:



TITLE:

TREASURER

COMPANY NAME:

BEAR CAT MFG., INC.

**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 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 10th 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 not 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 Bidder'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 bidder'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 bidder 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. Bidder shall pay all bond premiums, costs and incidentals.
  - c) Payment Bonds  
If required to assure the Bidder's full discharge of its obligations to subcontractor, suppliers, and other labor used on the project, the successful Bidder 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

11.1 General

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

11.2 Definitions

For the purposes of this procedure:

1. "Days" means working days of the County of Stanislaus.
2. "Filing Date" or "Submission Date" means the date of receipt by Stanislaus County General Services Agency – Purchasing division (GSA Purchasing).
3. "Interested Party" means an actual or prospective proposer or vendor.
4. "Proposal" includes the term "offer" as used in the context of formal, informal, or negotiated procurements.
5. "Purchasing Agent" means the Stanislaus County Purchasing Agent.

11.3 Protest Procedure

1. Any proposers, and sub-proposers may file a written protest with the Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award or Notice of Non-Award.
2. The protest shall be delivered by a courier 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, RFP number, and RFP date.
  - c. Contain a concise statement of the grounds for protest; provided, however, RFP processes and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to such 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.
  - 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.

11.4 Protest Review

1. Upon receipt of a written 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 written protest.
2. 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. Such appeal shall be delivered by a courier or sent by registered mail to the Stanislaus County Board of Supervisors, with a copy to the Purchasing Agent. 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.

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.

16. Buy America Requirements

Attention is directed to the "Buy America" requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, Certificates of Compliance, of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein. The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

**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

Bidders 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 bidder(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, 1010 10<sup>th</sup> St., Ste. 5400, Modesto, CA 95354.

### B. Bid Inquiries

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

Stanislaus County GSA Purchasing Division  
1010 10<sup>th</sup> Street, Suite 5400  
Modesto, CA 95354  
Attn: Cathy Blair  
(209) 525-6319  
Fax: (209) 525-7787  
Email: [blairc@stancounty.com](mailto:blairc@stancounty.com)

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 10<sup>th</sup> Street, Suite 5400, Modesto CA 95354, 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.