

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

DEPT: Public Works *alad*

BOARD AGENDA # \*C-2

Urgent  Routine

AGENDA DATE May 22, 2012

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Authorize the Purchase of One 2012 Peterbilt Model 337 2-Axle Conventional Patch Truck

STAFF RECOMMENDATIONS:

- 1) Authorize the purchase of one 2012 Peterbilt Model 337 2-Axle Conventional Patch Truck from Interstate Truck Center in the amount of \$186,350.91.
- 2) Authorize the County Purchasing Agent to sign the purchase order.

FISCAL IMPACT:

Public Works Morgan Shop is funded through equipment rental charges, which are based on the cost of acquiring, maintaining, and replacing equipment. Sufficient funds are available in the Fiscal Year 2011-2012 Public Works Morgan Shop budget to cover the cost of purchasing the patch truck. The purchase price of the patch truck is \$186,350.91, including shipping costs.

BOARD ACTION AS FOLLOWS:

No. 2012-249

On motion of Supervisor Monteith, 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)  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 One 2012 Peterbilt Model 337 2-Axle Conventional Patch Truck

### DISCUSSION:

On June 15, 2008, the California Air Resource Board adopted Fleet Rule, Title 13, Article 4, Sections 2022, 2022.1, California Code of Regulations (CCR), to reduce diesel particulate matter (PM) and criteria pollutant 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. The purchase of the abovementioned equipment will help the Department meet the next 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 2011-2012 budget approved the purchase of in-use on-road alternative fueled equipment to fulfill the need for one patch truck. The Department currently has one patch truck that will not meet the in-use on-road diesel fueled vehicle compliance date of July 1, 2012. 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, Section 2022 and 2022.1, California Code of Regulations. The existing depleted 1996 patch truck will be declared surplus and auctioned, with the proceeds returned to Morgan Shop's fund balance.

Patch trucks play an important role in maintaining County roads. They carry and dump asphalt used in repairing damaged areas of the roadway including potholes. Repairing these damaged areas helps to prevent damage to vehicles or drivers who travel on the County roadways.

The General Services Agency (GSA) Purchasing Division published the notice inviting bids for one patch truck. The bids were posted online on March 28, 2012 and closed on April 12, 2012. Only two vendors responded as listed below:

- Interstate Truck Center \$186,350.91
- Nixon-Egli \$187,005.90

The lowest, most responsive bidder was Interstate Truck Center. On April 17<sup>th</sup>, GSA issued an intent to award the contract pending Board approval to the lowest, most responsive bidder, Interstate Truck Center, and one non-award letter was issued to Nixon-Egli.

The patch truck is manufactured in Fresno, California and will be shipped to the Department of Public Works. Interstate Truck Center is responsible for the equipment until it is received by the Department of Public Works. Shipping is included in the purchase price. Payment to Interstate Truck Center will be made once the equipment is in Public Works' possession. The Department of Public Works is expected to receive the 2012 Peterbilt Model 337 2-Axle Conventional Patch Truck from Interstate Truck Center in October of 2012.

Approval to Authorize the Purchase of One 2012 Peterbilt Model 337 2-Axle Conventional Patch Truck

**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\Patch Truck\Patch Truck\_BOS 5-22-12





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. 12-16-CB

PROJECT NAME:

**2012 2-AXLE CONVENTIONAL CAB PATCH TRUCK**

## BID INFORMATION:

BID RESPONSE DATE:  
April 12, 2012

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:

Integrative Truck Center  
(Type or Print)

In the event this BID is obtained through any means other than Planetbids, the County will not be responsible for the completeness, accuracy or timeliness of the final BID document.

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

Addendum No. 1 Dated 4/3/2012 Date Received 04/3/12 Initials KBC  
 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): Kenneth B Campbell  
 Bidder's Signature: Kenneth B Campbell  
 Bidder's Title: Salesman

**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



GSA PURCHASING DIVISION  
1010 10th Street, Suite 5400, Modesto, CA 95354  
PO Box 3229, Modesto, CA 95353-3229  
Phone: (209) 525-6319  
Fax: (209) 525-7787

## ADDENDUM NO. 1 BID No. 12-16-CB

To: All Prospective Proposers

April 3, 2012

Prospective Bidders for the **BID #12-16-CB 2012 2-Axle Conventional Cab Patch Truck** are hereby notified of the following questions:

1. On page #5. ENGINE AND EQUIPMENT, the County is calling for a PX-8 300 HP. NO EXCEPTIONS. Does this mean that the County will only except bids with that engine which is only in Peterbilt and Kenworth chassis?

**Answer:** This is correct. However, Western Star Truck also has a PX-8 300 HP

2. On page #6. Again the County is asking for a door hinge that is only on Peterbilt and Kenworth. Will the County consider other style hinges?

**Answer:** The County did not state "no exceptions", so we would consider other styles.

### **Correction:**

Page 5, TIRE AND WHEELS which reads:

- FRONT TIRES BRIDGESTONE RADIAL 14 PLY 11R 22. 22.5X8.25 STEELWHL, (1) SPARE TIRE AND WHEEL ACCURIDE POLISHED TO BE INCLUDED.
- REAR TIRE AND STEEL WHEEL BRIDGESTONE RADIAL 14 PLY 11R22.5 22.5X8.25.

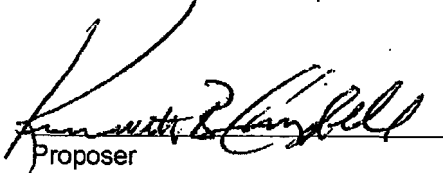
Page 5, should read as follows:

- FRONT TIRES BRIDGESTONE RADIAL 14 PLY 11R 22. 22.5X8.25 ALCOA POLISHED WHEELS, (1) SPARE BRIDGESTONE RADIAL 14 PLY 11R 22. 22.5X8.25 ALCOA POLISHED WHEEL TO BE INCLUDED.
- REAR TIRES AND STEEL WHEELS BRIDGESTONE RADIAL 14 PLY 11R22.5 22.5X8.25

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH RFP #BID NO. #11-07-CB.**

Please submit further requests for clarification to: [blairc@stancounty.com](mailto:blairc@stancounty.com)

  
Proposer

*Cathy Blair*

\_\_\_\_\_  
Cathy Blair, Senior Buyer

**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	2	Ea	2012 Peterbilt Model 330 – 26,000 GVW Conventional Truck or equivalent	\$	\$
			Delivery (Must provide cost)		\$
			Sales Tax (Must provide cost)		\$



				<b>TOTAL COST:</b>		<b>\$</b>

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

**Delivery**

Vehicles must be delivered to Stanislaus County – Morgan Shop within 110 days of receipt of purchase order. (ARO)

**Prompt Payment Discount**

Cash discount of 0 % for payment within ON Delivery 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:

04/11/2012

CONTRACTOR'S SIGNATURE:

Kenneth B Campbell

TITLE:

Salesman

COMPANY NAME:

Interstate Truck Center

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

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 "Paragraph 2 and Exhibit B" 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: INTERSTATE TRUCK CENTER

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

Business Address: 5837 N. GOLDEN STATE BLVD.

City, State, Zip Code: TURLOCK, CALIF. 95382

Dated: 09/11/2012

By: *Kenneth B. Campbell* KBC  
(Signature) (Print Initials)

Name: Kenneth B. Campbell  
(Type or Print Name)

Title: Salesman

Email Address: KCampbell@itctrucks.com Business License #: 855457

Telephone Number: 209-669-5444 Fax Number: 209-669-9674

\*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  
DEPARTMENT OF PUBLIC WORKS**

Specifications for a 2012 Peterbilt Model 337 35,000 GVW 2 Axle Conventional Cab Patch Truck or equivalent

**Intended use Road Asphalt Patching Truck**

APRIL 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.

<b>ITEM</b>	<b>SPECIFICATIONS</b>	<b>EXCEPTIONS</b>
<b>FRAME AND EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• 10-5/8"X 3.45 STL RAILSTO 285"/STL XMBERS .313" RAIL THICKNESS</li> <li>• HEAVY-DUTY 7-BOLT GUSSETS ON SUSPENSION XMBERS</li> <li>• HUCKBOLT ALL ACCESSIBLE FRM COMPONENTS INCLUDING BOGIE &amp; EOF XMBER IN TRUCK EOF TAPERED W/STEEL XMBR</li> <li>• FRONT WHEEL MUDFLAPS</li> <li>• WHEEL BASE 178 IN,AFTER FRAME 72" CAB AXLE 108" TBD BY BODY MANUFACTURE</li> <li>• FRAME MOUNTED REMOTE LUBE PORTS UNDER HOOD</li> <li>• CAB HEIGHT 68"</li> </ul>	<i>Complies</i>
<b>FRONT AXLE AND EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• DANA SPICER E12021, 3.5" DROP 12,000 LBS, TAPER LEAF SPRINGS 12,000 LBS</li> <li>• POWER STEERING TRW TAS65</li> <li>• POWER STEERING COOLER</li> <li>• ALUM HB/CAST DRMS/16.5X5 CAM BRKS</li> <li>• FRONT OIL SEALS, DANA AUTO SLACK ADJUSTERS</li> <li>• GABRIEL TRUCKMASTER SHOCKS</li> <li>• 10 MM FRONT SPRING SPACER BLKS</li> </ul>	<i>Complies</i>
<b>REAR AXLE AND EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• DANA SPICER S23-190, 23,000 LB, PHP10 ALUM LMS HB, CAST DRUM, 16.5X7 CAM BRKS, W/ PARKING BRKS, AUTO SLACK ADJUSTER</li> <li>• ISO CONNECTOR TRAILER ABS POWER</li> <li>• ANTI-LOCK BRAKE SYSTEM BENDIX 4S4M ABS-6</li> <li>• SYNTHETIC AXLE LUBRICANT</li> <li>• AXLE RATIO, 62 MPH</li> </ul>	<i>Complies</i>

	<ul style="list-style-type: none"> <li>• REYCO 79KB MULTI LEAF 23,000 LB</li> </ul>	<i>Complies</i>
<b>ENGINE AND EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• PX-8 300 HP@2200 860 lbs @ 1400 RPM. TORQUE NO EXCEPTIONS (2010 EMISSIONS) MAXIMUM SPEED 62 MPH</li> <li>• CARB ENGINE IDLING COMPLIANCE</li> <li>• ENGINE MONITORING PROTECTION-WARN</li> <li>• AMBIENT TEMPERATURE OVERRIDE FOR IDLE SHUTDOWN</li> <li>• ALTERNATOR 130 AMP BRUSHLESS, STARTER 12V</li> <li>• 18.7 CFM AIR COMPRESSOR</li> <li>• HIGH EFFICIENCY COOLING SYSTEM</li> <li>• ENGINE PROTECTION SHUTDOWN</li> <li>• 5" VERTICAL CAB MOUNTED EXHAUST, 90 DEGREE CURVED TIP 12"X7", STAINLESS STEEL GUARD</li> <li>• SPIN ON FUEL FILTER</li> <li>• HIGH EFFICIENCY COOLING SYSTEM 1600 SQ. IN., SILCONE HOSES</li> <li>• RADIAL SEAL DRY TYPE AIR CLEANER COWL MOUNTED W/STAINLESS STEEL CLAMPS</li> <li>• ON/OFF FAN CLUTCH</li> </ul>	<i>Complies</i>
<b>TRANSMISSION</b>	<ul style="list-style-type: none"> <li>• ALLISON 3000 RDS-P RUGGED DUTY</li> <li>• PTO OUTPUT (TWO)</li> <li>• 1710 HD DRIVELINE W/4.5" X .180 WALL TUBING</li> <li>• DASH MOUNTED SINGLE ACTING AIR PTO CONTROL</li> </ul>	<i>Complies</i>
<b>AIR AND TRAILER EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• BENDIX AD-IS AIR DRYER</li> <li>• STEEL PAINTED AIR TANKSW PULL CORD</li> <li>• BODY CONNECTIONS 5FT BOC</li> <li>• CLEAR OUTSIDE FRAME LH AND RH</li> </ul>	<i>Complies</i>
<b>TIRES AND WHEELS</b>	<ul style="list-style-type: none"> <li>• FRONT TIRES BRIDGESTONE RADIAL 14 PLY 11R 22. 22.5X8.25 STEELWHL, (1) SPARE TIRE AND WHEEL ACCURIDE POLISHED TO BE INCLUDED.</li> <li>• REAR TIRE AND STEEL WHEEL BRIDGESTONE RADIAL 14 PLY 11R22.5 22.5X8.25</li> </ul>	<i>Complies</i>
<b>FUEL TANK</b>	<ul style="list-style-type: none"> <li>• 26" ALUM ROUND 45 GAL TANK LH &amp; UC, FILL CAP CENTER, FUEL COOLER</li> <li>• SHUT-FUEL VALVES ON SUPPLY LINES</li> <li>• DEF TANK MOUNTED LEFT FRONT UNDER CAB</li> <li>• NON-SLIP FUEL TANK STEP</li> </ul>	<i>Round or Rect. Fuel</i>
<b>BATTERY BOX AND BUMPER</b>	<ul style="list-style-type: none"> <li>• ALUM BATT BOX W/NON-SLIP STEP RUBBER BATTERY PAD IN BOTTOM OF BATTERY BOX, LOCATION TBD</li> <li>• STEEL BUMPER DEEP TAPERED PAINTED W/2 HEAVY DUTY EXTERNAL TOW EYES</li> <li>• DPF TOOL BOX W/NON-SLIP STEP RH U/C</li> </ul>	<i>Complies</i>
<b>CAB AND EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• ALUM CAB 108" BBC FIBERGLASS HOOD W/POLISHED CROWN &amp; SPRING TILT ASSIST. ALL ALUMINUM CAB, ONE PIECE ROOF, TWO-</li> </ul>	<i>Complies</i>

	<p>PIECE FLAT 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"> <li>• CAB INCLUDES ALUM SIDE SKINS, ALUM REAR SKIN, ALUM WINDSHIELD MASK, STEEL FIREWALL, STEEL FLOOR, AND STEEL ISOLATOR INSERTS.</li> <li>• THERMAL INSULATION CAB PACKAGE</li> <li>• DRVRS ULTRARIDE HIGHBACK AIR RIDE SEAT, PASS BENCH WITH COMPARTMENT NON-AIR SEAT</li> <li>• 3-PT SEATBELT, ARM RESTS, 18" STEERING WHEEL, ADJUSTABLE STEERING COLUMN</li> <li>• MAP POCKET ON DRIVER DOOR</li> <li>• REMOVABLE BLACK RUBBER FLOOR MATS</li> <li>• EXTENDED DAY CAB REAR WINDOW</li> <li>• PASSENGER ONLY POWER WINDOW</li> <li>• VIEW WINDOW RH DOOR</li> <li>• DARK WINDOW TINT</li> <li>• FLAT CAB FLOOR</li> <li>• COMBO FRESH AIR HEATER/AIR CONDITIONER</li> <li>• OUTSIDE SUNVISOR STNLS STEEL</li> <li>• STNLS STEEL COWL MOUNTED MIRRORS 7"X16" HEATED, (2) CONVEX MIRRORS 8"</li> <li>• (1) 26" AIR HORNS CHROMED</li> <li>• AM/FM RADIO</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, TRANS TEMP, ENGINE TEMP, FUEL, AMMETER, BRIGHT BEZEL</li> <li>• (2) ADDITIONAL ROCKER SWITCHES</li> <li>• HEADLIGHTS COMPOSITE FENDER MOUNTED W/INTEGRAL PARK, TURN, AND SIDE MARKER.</li> <li>• MARKER LIGHTS (5) LED</li> <li>• ADDITIONAL RECT TURN SGNL MTD MIRRORS</li> <li>• MOTAROLA CDM 750 RADIO MOUNTED, PROGRAMED, ANTENNA, EXT. SPEAKER</li> </ul>	<p><i>Complies</i></p>
<p><b>CONTAINER</b></p>	<ul style="list-style-type: none"> <li>• THE UNIT SHALL BE 5 CUBIC YARDS.</li> <li>• DOUBLE WALL CONSTRUCTED.</li> <li>• 2" - 6lb. DENSITY INSULATION THROUGHOUT</li> <li>• 10 GA HR STEEL INTERIOR SIDES, 12 GA HR STEEL EXTERIOR</li> <li>• FLOOR SHALL BE ¼ INCH HR STEEL.</li> <li>• FLAT BOTTOM FLOOR ACROSS THE FULL WIDTH AND LENGTH OF HOPPER.</li> <li>• MATERIAL SHALL DISCHARGE BY TWO HYDRAULICALLY OPERATED REAR DOORS.</li> <li>• INTERIOR WALLS OF LOADING LIDS HAVE EXPANSION CORRUGATIONS.</li> </ul>	<p><i>Complies</i></p>

	<ul style="list-style-type: none"> <li>• TOP LOADING DOORS ARE 2" DOUBLE WALL CONSTRUCTED.</li> <li>• FULL SINGLE HINGED TOP LIDS OPEN INTO A V-SHAPE WITH THE INSIDE SURFACE ACTING AS A FUNNEL (NO EXCEPTIONS).</li> <li>• FLAME CUT UPPER PIVOT ARMS FOR TOP LIDS.</li> <li>• ALL DOORS HYDRAULICALLY OPERATE BY 2" X 11" STROKE CYLINDER.</li> <li>• HYDRAULIC CONTROLL AND VALVE LOCATED AT RIGHT REAR CORNER OPERATING AT 1400 PSI</li> <li>• CONTAINER BOX SHALL BE POWERED BY MEANS OF AN UNDERBODY TWIN ARM, DOUBLE ACTING HOIST. NTEA RATING OF CLASS 50,19 TON CAPACITY. NO EXCEPTIONS</li> </ul>	<p><i>Complies</i></p>
<p><b>RADIANT HEATER</b></p>	<ul style="list-style-type: none"> <li>• HEAT TUBES UNDER THE CONTAINER.</li> <li>• INTERIOR HEAT CHAMBER HAS PASSAGeways TO DIRECT HEAT.</li> <li>• PASSAGeways SEPARATE FROM HEAT CHAMBER. CHAMBER TOTALLY ENCLOSED INSIDE CONTAINER.</li> <li>• ONE LPG FUELED MANIFOLD BURNER RATING OF 67,000 BTU @ PRESSURE OF 10 PSI.</li> <li>• CONTROLLED BY THERMOSTAT RANGE OF 100 TO 300 DEGREE WITH 12-VOLT IGNITERS.</li> <li>• 100% FUEL SHUT OFF IF BURNER IS EXTINGUISHED, BURNER AREA FULLY ENCLOSED AND PERMANENTLY ATTACHED TO HOPPER WHEN BODY RAISES.</li> <li>• 35 GALLON LPG FUEL TANK, HORIZONTAL FRAME MOUNTED</li> </ul>	<p><i>Complies</i></p>
<p><b>SHOVELING APRON</b></p>	<ul style="list-style-type: none"> <li>• CONSTRUCTED OF 3/16 HR STEEL, FOLDING BOTTOM FOR MATERIAL TO BYPASS FREELY, and MOUNTED AT REAR OF CONTAINER, 1/2 YD. CAP.</li> </ul>	<p><i>Complies</i></p>
<p><b>EMULSION SPRAY UNIT</b></p>	<ul style="list-style-type: none"> <li>• EMULSIFIED ASPHALT SPRAY AND STORAGE SYSTEM MOUNTED ON TRUCK CHASSIS</li> <li>• TWO COMPARTMENT TANK, STORAGE CAPACITY 130-GALLON EMULSION AND 20 GALLON ASPHALT RELEASE.</li> <li>• ALL RUBBER PARTS COMPATABLE WITH ASPHALT RELEASE (FATTY ACID METHYL ESTER).</li> <li>• 10-GAUGE STEEL WITH THE BOTTOM REINFORCED, 6" CURBSIDE FILLER CAP.</li> <li>• TANK DIMENSION 72"WX16"LX30"H</li> <li>• 2" CLEAN OUT ON CURBSIDE ON TANK BOTTOM. SHALL HAVE 12"X12" BOLT-ON CLEAN OUT PANEL CURB SIDE.</li> <li>• TANK SHALL BE VENTED AND HAVE A REMOVABLE BASKET STRAINER AND THERMOMETER 0-300 DEGREES</li> <li>• Y STRAINER AT THE DISCHARGE OF TANK BEFORE MATERIAL ENTERS THE PUMP.</li> </ul>	<p><i>Complies</i></p>

	<ul style="list-style-type: none"> <li>• CAPABLE OF SWITCHING FROM EMULSION TO ASPHALT RELEASE WITH ONE VALVE LEVER</li> <li>• ALL EMULSION LINES AND PLUMBING SHALL BE MINIMUM 1" ID FREE FLOW TYPE</li> <li>• EMULSION PUMP CONTROLS SHALL BE FULLY ACCESSIBLE FROM THE CURB SIDE OF BODY AT REAR.</li> <li>• THE PUMP CONTROL SHALL BE REVERSIBLE TO APPLY EMULSION OR TO DRAW MATERIAL BACK INTO THE TANK.</li> <li>• THE PLUMBING SHALL INCLUDE A RECIRCULATION LINE WITH ADJUSTABLE PRESURE RELIEF VALVE.</li> <li>• FOLD DOWN LADDER AND GRAB HANDLES TO ACCESS FILL CAP.</li> <li>• AUXILIARY ELECTRIC HEATER</li> <li>• OVERNIGHT HEATING CONTROLLED BY TEMPERATURE SENSOR.</li> <li>• HEATING ELEMENTS SHALL BE LOW-DENSITY STAINLESS STEEL.</li> </ul>	<p><i>Complied</i></p>
<p><b>TANK MOUNTING</b></p>	<ul style="list-style-type: none"> <li>• SPACE REQUIRED FOR MOUNTING OF TANK IS 22" INCH. SPRAYING SYSTEM SHALL BE MOUNTED IN FRONT OF DUMP BODY.</li> <li>• MOUNTING SHALL BE ACCOMPLISHED WITH 2 FULL-LENGTH MOUNTS, SPRING BOLSTERS ON ONE SIDE OF TANK.</li> <li>• BOLTING TO FRAME SHALL CONSIST OF 3 BOLTS EACH SIDE, 1/2 INCH. NO WELDING ON TRUCK FRAMES WILL BE ACCEPTED.</li> </ul>	<p><i>Complied</i></p>
<p><b>HYDRAULIC SYSTEM</b></p>	<ul style="list-style-type: none"> <li>• CHELSEA HOT SHIFT PTO</li> <li>• GEAR PUMP P20</li> <li>• PUMP SHALL BE MOUNTED OFF PTO</li> <li>• 15 GALLON TANK W/ SIGHT GLASS AND TEMPERATURE GAUGE</li> <li>• INLINE SUCTION SCREEN, RETURN OIL FILTER, BALL VALVE SHUT OFF AT TANK, AND MAGNETIC DRAIN PLUG BOTTOM OF TANK</li> </ul>	<p><i>Complied</i></p>
<p><b>EMULSION PUMP</b></p>	<ul style="list-style-type: none"> <li>• CAST IRON, BI DIRECTIONAL, SELF PRIMING, PRE-HEAT JACKETED, MAINTENANCE FREE, EXTERNAL TYPE, HELICAL GEAR PUMP</li> <li>• EMULSION GEAR PUMP TO BE HYDRAUICLLY DRIVEN AND MOUNTED OUTSIDE FRAME RAIL</li> <li>• PUMP TO BE JACKETED FRONT AND REAR WITH CONNECTION TO THE ENGINE COOLANT FOR PRE HEATING THE PUMP, COVERS TO BE INCLUDED.</li> <li>• MAX. PUMP SPEED 750 RPM, DISPLACEMENT 11 GAL. PER 100 REVOLUTIONS, DIFFERENTIAL PRESURE 0-125PSI, PORT CONNECTION 2", RIGHT ANGLE PORTS, PACKING SHAFT SEALS, OUTBOARD SHAFT BEARINGS, RELIEF VALVE FACE PLATE, INTEGRAL PRESSURE RELIEF VALVE DOUBLE SETTING</li> <li>• PUMP RS-1 AND OR SS-1H ASPHALT EMULSION COMPATABLE</li> </ul>	<p><i>Complied</i></p>

<b>SPRAY WAND AND DRIP PAN</b>	<ul style="list-style-type: none"> <li>• EMULSION HOSE REEL BE PLUMBED TO CURBSIDE REAR OF TRUCK WITH 25' OF ½" OIL RESISTANT HOSE, 3/8" DIAMETER 5 FEET LONG STEEL APPLICATION WAND AND CHANGEABLE SPRAY NOZZLES. SHALL BE COMPATABLE WITH ASPHALT RELEASE (FATTY ACID METHYL ESTER).</li> <li>• 10-GALLON DRIP PAN MOUNTED UNDER PATCH BODY WITH DRAIN FOR CLEANING.</li> </ul>	<i>Complies</i>
<b>AIR COMPRESSOR AND AIR HAMMER</b>	<ul style="list-style-type: none"> <li>• VAN-AIR 160UDSM UNDERDECK COMPRESSOR 160 CFM AT 100 PSIG, ROTARY SCREW, AIR RECEIVER WITH AIR PRESSURE RELIEF VALVE AND SPIN-ON OIL FILTER.</li> <li>• INSTRUMENT PANEL, PROTECTIVE CIRCUIT, COOLING SYSTEM WITH 25 MICRON FILTER</li> <li>• 2 ½ INCH 1310 SERIES DRIVELINE WITH U-JOINT, YOKE AND COMPANION FLANGE.</li> <li>• AIR HAMMER WITH HOLDER (KENT MODEL 123R) WITH BITS,</li> <li>• AIR HOSE REEL 50' WITH LOCKING QUICK DISCONNECT SPRING LOCK THOR PHC SERIES.</li> </ul>	<i>Complies</i>
<b>CHASSIS ASSIST HEATER</b>	<ul style="list-style-type: none"> <li>• INTERNAL SERPENTINE OF 1" STEEL TUBING TO CIRCULATE ENGINE COOLANT</li> <li>• TWO 5/8" INCH COOLANT HOSES WITH SHUT OFF VALVES.</li> <li>• SYSTEM WILL HAVE A TEMPERATURE CONTROL VALVE AT THE TANK.</li> </ul>	<i>Complies</i>
<b>TOOL BASKET AND HOLDERS</b>	<ul style="list-style-type: none"> <li>• ANGLE IRON FRAMED MOUNTED ON LEFT SIDE OF UNIT 10"WX96"LX8"H</li> <li>• TWO FRONT BUMPER CONE HOLDERS</li> <li>• 5 GAL. WATER IGLOO AND BRACKET</li> <li>• DUAL LUTE &amp; BROOM HOLDERS</li> <li>• TRAFFIC SIGN AND BARRICADE HOLDER MOUNTED ON EMULSION TANK</li> </ul>	<i>Complies</i>
<b>SPOILS BIN AND STORAGE BOX</b>	<ul style="list-style-type: none"> <li>• 18", 2/3 CROSS FRAME SPOILS BIN. STEEL DOOR TO DISCHARGE MATERIAL. 48" VERTICAL STORAGE BOX WITH T-HANDLE LATCH AND SHELF AT 24"</li> </ul>	<i>Complies</i>
<b>HAND TORCH</b>	<ul style="list-style-type: none"> <li>• PILOT WITH CONTROL VALVE, CAPACITY OF 200,000 BTU, 25-FOOT HOSE AND REEL SUPPLIED.</li> </ul>	<i>Complies</i>
<b>AIR BLOW GUN</b>	<ul style="list-style-type: none"> <li>• 25'X3/8" AIR HOSE WITH REEL MOUNTING LOCATION TBD</li> </ul>	<i>Complies</i>
<b>SOLVENT PUMP</b>	<ul style="list-style-type: none"> <li>• 12 VDC PUMP, 25' HOSE REEL AND WAND SHALL BE COMPATABLE WITH ASPHALT RELEASE (FATTY ACID METHYL ESTER)</li> </ul>	<i>Complies</i>
<b>CAB CONTROLS</b>	<ul style="list-style-type: none"> <li>• SHALL HAVE INSIDE CAB CONTROLS TO OPERATE THE TOP LIDS, AND DUMP FUNCTION</li> <li>• TRAFFIC WARNING LIGHTS EQUIPMENT</li> </ul>	<i>Complies</i>



<b>COMPACTOR AND LIFT PLATFORM</b>	<ul style="list-style-type: none"> <li>• COMPACTOR HYDRAULIC LIFT PLATFORM LOCATED ON PASSENGER SIDE OF TRUCK</li> <li>• SHALL BE CONSTRUCTED WITH 3/16" ONE PIECE FORMED PLATE WITH A 2" LIP ON BACK AND SIDES OF PLATFORM.</li> <li>• FLAT FRONT AND TWO 2 CHANNEL REAR STOPS.</li> <li>• REINFORCED WITH 3/16 HR ANGLE ON SIDE CORNERS.</li> <li>• LIFTING CYLINDER SHALL BE 1 1/2"X18" STROKE.</li> <li>• SHALL HAVE TWO 6"X4" OUTSIDE TUBE SUPPORTS AND A 4"X4" TUBE INSIDE WITH INTERNAL ROLLERS.</li> <li>• MULTQUIP MODEL MVC88VGHW COMPACTOR PLATE</li> </ul>	<i>Complies</i>
<b>SAFETY LIGHTS</b>	<ul style="list-style-type: none"> <li>• SHALL HAVE (2) WHELEN BRAND LED TRAFFIC ADVISER (MODEL TA 837). SHALL BE MOUNTED ON A SWIVEL BRACKET ON FRONT AND REAR DIRECTION OF PATCH BODY.</li> <li>• SHALL HAVE (4) WHELEN LED STROBE LIGHTS (MODEL: 2022LPA) FRONT AND REAR OF BODY.</li> <li>• ALL BODY LIGHTS TO BE LED TRUCK LITE BRAND</li> </ul>	<i>Complies</i>
<b>WATER</b>	<ul style="list-style-type: none"> <li>• 15 GALLON POLY TANK WITH PUMP</li> <li>• 25' HOSE REEL AND WAND, MOUNTED WITH BAND STRAP ONLY. LOCATION TBD</li> </ul>	<i>Complies</i>
<b>PAINT</b>	<ul style="list-style-type: none"> <li>• CAB DUPONT IMRON WHITE</li> <li>• CHASSIS AND BODY DUPONT IMRON BLACK</li> <li>• PRE PAINT INSPECTION REQUIRED. Out-of-state vendors shall be responsible for all expenses associated with a pre-paint inspection trip for any designated County employee to be held at the facility of the supplier. These costs will include but not be limited to lodging, meals, per diem, incidentals, transportation, flight costs, parking, and tolls. Vendor will also be responsible for compensation of the (typically 2) County Inspectors at a rate of \$75.00 per hour (including travel time) for each employee.</li> </ul>	<i>Complies</i>
<b>WARRANTY WORK</b>	<ul style="list-style-type: none"> <li>• FACTORY AUTHORIZED REPAIR FACILITY WITHIN A 20-MILE RADIUS OF 1716 MORGAN ROAD, MODESTO</li> <li>• PATCH BODY AND COMPONENTS 2 FULL WARRANTY</li> </ul>	<i>Complies</i>
<b>EXTENDED WARRANTY</b>	<ul style="list-style-type: none"> <li>• EXTENDED WARRANTY 3 / 150</li> <li>• ENGINE PX-8</li> <li>• PX-8 AFTER TREATMENT</li> <li>• TRANSMISSION</li> </ul>	<i>Complies</i>
<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</li> </ul>	<i>Complies</i>

	WITHSTAND UNUSUAL STRAIN, WEAR, EXPOSURE, TEMPERATURE, AND USE.	<i>Complies</i>
<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>	<i>Complies</i>
<b>DELIVERY</b>	<ul style="list-style-type: none"> <li>PRIOR TO DELIVERY, THE UNIT MUST HAVE MANUFACTURERS AND COUNTY FLEET MANAGER PRE-DELIVERY INSPECTION.</li> <li>DELIVERY TO BE MADE AT MORGAN SHOP, 1716 MORGAN RD. MODESTO, CA. 95358</li> </ul>	<i>Complies</i>
<b>TECHNICAL INFORMATION</b>	<ul style="list-style-type: none"> <li>THE SUCCESSFUL BIDDER SHALL SUPPLY (1) OF OPERATOR MANUEL, SERVICE MANUEL, CUMMINS ENGINE DIAGNOSTIC AND PARTS BOOKS, WIRING DIAGRAMS AND APPLICABLE TECHNICAL INFORMATION FOR BOTH CHASSIS AND BODY BUILDER. MANUALS SHALL BE IN THE POSSESSION OF THE COUNTY BEFORE DELIVERY WILL BE CONSIDERED COMPLETE.</li> </ul>	<i>Complies</i>
<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>	<i>Complies</i>

**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	2012 Peterbilt Model 337 35,000 GVW Conventional 2 Axle Patch Truck or equivalent. Intended use Asphalt Patching	\$172,853	\$172,853
2			EXT WARRANTY ENGINE EXT WARRANTY AFTER TREATMENT EXT WARRANTY TRANSMISSION		INC INC 750.00
3			Delivery FOB 1716 MORGAN ROAD		\$ INC.
4			Sales Tax Stanislaus Co 7.375%		\$12,747.91
			<b>TOTAL COST:</b>		\$186,350.91

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

**Prompt Payment Discount**

Cash discount of 0 % for payment within DATE ON DELIVERY 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: 04/11/2012

CONTRACTOR'S SIGNATURE:

TITLE:

COMPANY NAME:

Kenneth B Campbell  
Salesman  
INTERSTATE TRUCK CENTER

**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 employee's 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, 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  
Ofc.: (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 **ten (10) 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.



**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.



**LOCAL VENDOR PREFERENCE NOTICE**

**TO: ALL PROSPECTIVE BIDDERS**  
**SUBJECT: LOCAL VENDOR PREFERENCE**

Stanislaus County (County) has established a local vendor preference (see Stanislaus County Code § 2.24.125) which defines a local vendor as any business that:

1. Has a fixed office or distribution point located within the county of Stanislaus for at least one (1) year prior to the transaction for which preference is claimed (post office boxes do not qualify as a verifiable business address; and.
2. Holds a valid business license issued by the County or a city within the County; and
3. Employs at least one full-time employee whose primary residence is located in Stanislaus County; or if the vendor has no employees, at least fifty percent (50%) of vendor's business shall be owned by one or more persons whose primary residence is located in Stanislaus County.

Individual County Buyers evaluate bids, quotes and proposals considering the local vendor preference described above. The burden of proof will lie with bidder relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (209) 525-6319. Each vendor is encouraged to quote the lowest price at which items or services listed in County proposals can be furnished.

	Yes	No
1. Do you claim local vendor preference? If so, please complete	<input checked="" type="checkbox"/>	
2. Do you conduct business in an office with a physical location within Stanislaus County?	<input checked="" type="checkbox"/>	
(a) If yes, provide business address: <u>5837 W. Golden State Blvd</u> <u>Tulare, CA 95382</u>		
(b) Date on which business was established at this address: <u>12/25/2005</u>		
3. Does your business hold a valid business license issued by Stanislaus County or a city within Stanislaus County?	<input checked="" type="checkbox"/>	
(a) If yes, provide license number ( <u>851457</u> ) and name of local agency which issued license ( <u>CO of Stanislaus State of Calif.</u> )		
4. Do you have either:		
(a) At least one full-time employee whose primary residence is located in Stanislaus County	<input checked="" type="checkbox"/>	
(b) If you have no employees, is at least fifty percent (50%) of your business owned by one or more persons whose primary residence is located in Stanislaus County?	<input checked="" type="checkbox"/>	
Proposer's Name (printed):	<u>KENNETH B CAMPBELL</u>	
Proposer's Signature:	<u>Kenneth B Campbell</u>	
Title:	<u>Inspector</u>	