

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

DEPT: Public Works *adw*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE January 24, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the Purchase of One (1) 2013 Peterbilt Heavy Duty 2-Axle Conventional Tractor

STAFF RECOMMENDATIONS:

- 1) Authorize the purchase of one (1) 2013 Peterbilt Heavy Duty 2-Axle Conventional Tractor from Valley Peterbilt in the amount of \$108,203.70 (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 (1) 2013 2-axle conventional tractor is \$108,203.70 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. 2012-031

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) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize the Purchase of One (1) 2013 Peterbilt Heavy Duty 2-Axle Conventional Tractor

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 above-mentioned 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 2-axle conventional tractor. The Department currently has one 2-axle conventional tractor 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 2-axle conventional tractor replaced by the new 2-axle conventional tractor will be declared surplus and auctioned, with the proceeds returned to the Morgan Shop budget.

Two axle conventional tractors play an important role in maintaining County roads. Combined with bottom dumps, they safely transport large capacity materials like rocks, asphalt, sand, and chips to various types of road maintenance and repair projects in Stanislaus County. They also pull flatbed trailers that safely transport off-road equipment, not permitted to be driven on public roadways. Overall this equipment saves project time and expenses.

The General Services Agency (GSA) Purchasing Division published the notice inviting bids for the one (1) 2-axle conventional truck. The bid was posted online on November 4, 2011 and closed on November 29, 2011. Below is a list of vendors that submitted bids:

- Bonander \$124,897.00
- Valley Peterbilt \$108,203.70
- Interstate Truck Sale \$108,204.01

The lowest, most responsive bidder was Valley Peterbilt. On November 30th, GSA issued an intent to award the contract pending Board approval to the lowest, most responsive bidder, Valley Peterbilt, and two non-award letters were issued to the remaining two vendors.

The 2-axle conventional tractor is manufactured in Denton, Texas and will be shipped to Valley Peterbilt. Valley Peterbilt is responsible for all equipment until it is received by the Department of Public Works. Shipping is included in the purchase price. Payment to Valley Peterbilt will be made once the equipment is in Public Works' possession. The Department of Public Works is expected to receive the one (1) 2-axle conventional tractor from Valley Peterbilt in April of 2012.

Approval to Authorize the Purchase of One (1) 2013 Peterbilt Heavy Duty 2-Axle Conventional Tractor

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\Two Axle Tractor\Two Axle Tractor_BOS 1-24-12

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	2013 Peterbilt Model 384 32,000 GVW Conventional 2 Axle Tractor or equivalent. Intended use Bottom Dump Trailers	\$	\$ 100,769.00
2			EXTENDED WARRANTY		INC
3			Delivery FOB Morgan Shop Modesto Calif.		\$ INC
4			Sales Tax CA. 7.75% TAX		10.50
					\$7431.20
			TOTAL COST:		\$108,203.70

F.O.B. - Destination

Prompt Payment Discount

Cash discount of 0% ^{ON Delivery} 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: 11/28/2011

BIDDER'S SIGNATURE: Kenneth B. Gifford
 TITLE: Salesman
 COMPANY NAME: Interstate Truck Center, Inc.

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



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

INVITATION TO BID

BID NO. 11-52-CB

PROJECT NAME:

**2013 2-AXLE CONVENTIONAL TRACTOR
 (Federal Aid Project #CML-5938 (185))**

BID INFORMATION:

BID RESPONSE DATE: November 29, 2011	BID RESPONSE TIME: "NO LATER THAN 2:30"
<p align="center">DELIVER BID RESPONSES TO: Stanislaus County Purchasing Division 1010 10th Street Suite #5400 Modesto, CA 95354</p>	
<p>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 <u>project name</u>, <u>Bid number</u>, and <u>Bid response date</u> on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the Bid to be rejected.</p>	
<p>Advertisement Dates: <u>November 4, 2011 thru November 29, 2011</u></p>	
<p>BIDDER'S COMPANY NAME: <u>McEntate Truck Center INC.</u> (Type or Print) /</p>	

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 _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Addendum No. _____ Dated _____ Date Received _____ Initials _____

Bidder's Name (Printed): _____

Bidder's Signature: _____

Bidder's Title: _____

BOND REQUIREMENTS *

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

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

FOR COUNTY USE ONLY

Bid was opened on above date and at prescribed place.

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

By: _____

Stanislaus County GSA Purchasing Division

**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: INTERSTATE TRUCK CENTER, INC

*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: Tunlock, Calif. 95382

Dated: _____

By: *Ken Campbell* KC
(Signature) (Print Initials)

Name: KEN CAMPBELL
(Type or Print Name)

Title: SALESMAN

Email Address: KCampbell@itctrucks.com

Telephone Number: 209-669-5444 ext 322 Fax Number: 209-669-9674

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

EXAMPLE

If Bidder is:

- | | |
|---|---|
| 1. An individual doing business under own name..... | Sign: 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 2013 Peterbilt Model 384 32,000 GVW 2 Axle Conventional Truck or equivalent

Intended use Bottom Dump Trailers

November 2011

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 Department of Public Works.

COMPLETE PACKAGE

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

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

	<ul style="list-style-type: none"> • DIFF LOCK REAR SINGLE AXLE • ISO CONNECTOR TRAILER ABS POWER • ANTI-LOCK BRAKE SYSTEM BENDIX 4S4M ABS-6 • SYNTHETIC AXLE LUBRICANT • AXLE RATIO, 62 MPH • DASH MOUNTED DUMP VALVE W/INDICATOR LIGHT • REYCO 102AR 23,000 LB • FULL REAR FENDERS AND FLAPS 	<p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p>
ENGINE AND EQUIPMENT	<ul style="list-style-type: none"> • ISX 11.9 385 HP@2100 1450 lbs @ 1200 RPM. TORQUE, NO EXCEPTIONS (2010 EMISSIONS) MAXIMUM SPEED 62 MPH • CARB ENGINE IDLING COMPLIANCE • ENGINE MONITORING PROTECTION-WARN • AMBIENT TEMPERATURE OVERRIDE FOR IDLE SHUTDOWN • ALTERNATOR 130 AMP, STARTER 12V • 28 CFM AIR COMPRESSOR • HIGH EFFICIENCY COOLING SYSTEM • C-BRAKE BY JACOBS • ENGINE PROTECTION SHUTDOWN • 5" VERTICAL CAB MOUNTED EXHAUST, 90 DEGREE CURVED TIP 12"X7", STAINLESS STEEL GUARD • HIGH EFFICIENCY COOLING SYSTEM 1600 SQ. IN. • ONE DONALDSON 13" PAINTED AIR CLEANER COWL MOUNTED W/STAINLESS STEEL CAP • 2- SPEED FAN CLUTCH 	<p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p>
TRANSMISSION AND CLUTCH	<ul style="list-style-type: none"> • FULLER FR017210C 10 SPEED • 1810 HD DRIVELINE W/4.5" X .180 WALL TUBING • FULLER 15.5" CERAMIC CLUTCH, MANUAL ADJUST CLUTCH W/GREASE BEARING, REMOTE LUBE HOSES FOR CLUTCH LINKAGE RELEASE BEARING 	<p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p>
AIR AND TRAILER EQUIPMENT	<ul style="list-style-type: none"> • BENDIX AD-IS AIR DRYER • STEEL PAINTED AIR TANKS/W PULL CORDS • 12FT COILED AIR LINES W/ TWO 7-WAY ELECTRIC PLUGS • TRAILER HAND VALVE • A&E CONNECTIONS BOC/BOS W/HOSE TENNA 	<p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p>
TIRES AND WHEELS	<ul style="list-style-type: none"> • FRONT TIRES RADIAL 14 PLY 11R 22.5 W/ALCOA POLISHED 22.5X8.25 ALM WHL, (1) SPARE TIRE AND WHEEL TO BE INCLUDED. • REAR TIRES RADIAL 14 PLY 11R22.5 W/ALCOA POLISHED 22.5X8.25 	<p><i>SAME</i></p> <p><i>Same</i></p>
	<ul style="list-style-type: none"> • 26" ALUM ROUND 70 GAL TANK, LH & RH BOC FILL CAP CENTER, FUEL COOLER • (2) SHUT-FUEL VALVES ON SUPPLY LINES • DEF TANK MOUNTED RIGHT SIDE BOC • NON-SLIP FUEL TANK STEP 	<p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p> <p><i>Same</i></p>
BATTERY BOX AND BUMPER	<ul style="list-style-type: none"> • ALUM BATT BOX W/NON-SLIP STEP LH U/C/ RUBBER BATTERY PAD IN BOTTOM OF BATTERY BOX 	<p><i>Same</i></p>

	<ul style="list-style-type: none"> • STEEL BUMPER DEEP TAPERED CHROMED W/2 TOW PINS • DPF TOOL BOX W/NON-SLIP STEP RH U/C • FRONT HEAVY DUTY EXTERNAL TOW EYE 	<p><i>SAME</i> <i>SAME</i> <i>SAME</i></p>
CAB AND EQUIPMENT	<ul style="list-style-type: none"> • ALUM CAB 116" BBC FIBERGLASS HOOD W/POLISHED CROWN & SPRING TILT ASSIST. ALL ALUMINUM CAB, ONE PIECE ROOF, TWO-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 • CAB INCLUDES ALUM SIDE SKINS, ALUM REAR SKIN, ALUM WINDSHIELD MASK, STEEL FIREWALL, STEEL FLOOR, STEEL ISOLATOR INSERTS. • THERMAL INSULATION CAB PACKAGE • DRVRS ULTRARIDE HIGHBACK AIR RIDE SEAT, PASS HIGHBACK NON-AIR SEAT • 3-PT SEATBELT, ARM RESTS, 18" STEERING WHEEL, ADJUSTABLE STEERING COLUMN • MAP POCKET ON DRIVER DOOR • REMOVABLE BLACK RUBBER FLOOR MATS • EXTENDED DAY CAB REAR WINDOW • PASSENGER ONLY POWER WINDOW • DARK WINDOW TINT • FLAT CAB FLOOR • COMBO FRESH AIR HEATER/AIR CONDITIONER • OUTSIDE SUNVISOR STNLS STEEL • STNLS STEEL COWL MOUNTED MIRRORS 7"X16" HEATED, (2) CONVEX MIRRORS 8" • (2) 26" AIR HORNS CHROMED • AM/FM RADIO • CB ANTENNAS 2-HOT STICKS AND BRACKETS, WIRES LH/RH MIRROR • MIDLAND CB RADIO AND PLUG-IN W/AUTO CIRCUIT BREAKER • REMOVABLE BUGSCREEN BEHIND GRILL • AIR CAB SUSPENSION • 5LB FIRE EXT. • BACK-UP ALARM (107DB) • GAUGES: OIL TEMP AND PRESSURE, AIR APPLICATION, AIR RESTRICTION, AXLE TEMP, TRANS TEMP, ENGINE TEMP, FUEL, AMMETER, BRIGHT BEZEL • (2) ADDITIONAL ROCKER SWITCHES W/ WORK LIGHTS BACK OF CAB • (2) ELECTRIC DUMP SWITCHES-BOTTOM DUMP TRAILER, WIRED TO BERG 4-WAY SOCKET AT BOC/BOS AND CORD • HEADLIGHTS COMPOSITE FENDER MOUNTED W/INTEGRAL PARK, TURN, AND SIDE MARKER. • MARKER LIGHTS (5) ARROW LED • ADDITIONAL RECT TURN SGNL MTD MIRRORS • TRUCKLITE 44030R2 BRACKET MTD.LED 	<p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p> <p><i>SAME</i></p>

	<ul style="list-style-type: none"> STOP/TURN/TAIL/40204 BACKUP MTD EOF • TURN SIGNALS MTD UNDER REAR CORNERS BOC/BOS • FOG LIGHTS 	<p><i>Same</i></p> <p><i>Same</i></p>
	<ul style="list-style-type: none"> • CAB DUPONT IMRON WHITE • CHASSIS DUPONT IMRON BLACK 	<p><i>Same</i></p>
WARRANTY WORK	<ul style="list-style-type: none"> • FACTORY AUTHORIZED REPAIR FACILITY WITHIN A 20-MILE RADIUS OF 1716 MORGAN ROAD, MODESTO 	<p><i>Same</i></p>
	<ul style="list-style-type: none"> • EXTENDED WARRANTY 5 / 500 	
DEFINITION OF TERM HEAVY DUTY	<ul style="list-style-type: none"> • THE TERM HEAVY DUTY AS APPLIED ABOVE, SHALL BE CONSTRUED TO MEAN THAT THE ITEM TO WHICH THE TERM IS APPLIED SHALL EXCEED THE USUAL QUANTITY, QUALITY OR CAPACITY SUPPLIED WITH STANDARD PRODUCTION TRUCK AND SHALL BE ABLE TO WITHSTAND UNUSUAL STRAIN, WEAR, EXPOSURE, TEMPERATURE, AND USE. 	<p><i>Same</i></p>
REGISTRATION AND LICENSING	<ul style="list-style-type: none"> • THE SUCCESSFUL BIDDER SHALL FURNISH VEHICLE WITH EXEMPT REGISTRATION AND LICENSE PLATES. 	<p><i>Same</i></p>
TECHNICAL INFORMATION	<ul style="list-style-type: none"> • THE SUCCESSFUL BIDDER SHALL SUPPLY (1) OF OPERATOR MANUEL, SERVICE MANUAL, AND PARTS BOOKS, WIRING DIAGRAMS AND APPLICABLE TECHNICAL INFORMATION FOR EACH MACHINE PURCHASED. MANUALS SHALL BE IN THE POSSESSION OF THE COUNTY BEFORE DELIVERY WILL BE CONSIDERED COMPLETE. 	<p><i>Same</i></p>
LEGAL REQUIREMENTS	<ul style="list-style-type: none"> • TRUCK SHALL COMPLY WITH THE STATE OF CALIFORNIA VEHICLE CODE AND ALL OTHER LAWS, RULES, AND REGULATIONS PERTAINING TO THE OPERATION OF VEHICLES WITHIN THIS STATE. 	<p><i>Same</i></p>

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.

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 Compliances, 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 10th 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 10th Street, Suite 5400
Modesto, CA 95354
Attn: Cathy Blair
(209) 525-6319
Fax: (209) 525-7787
Email: 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 10th 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.