

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

DEPT: Public Works *MB*

BOARD AGENDA # \*C-2

Urgent  Routine

AGENDA DATE April 23, 2013

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Authorize the Purchase of One Heavy-Duty 2013 Peterbilt Model 365 Conventional Truck with New Reliance Transfer Trailer Set

STAFF RECOMMENDATIONS:

- 1) Award a contract in the amount of \$201,053.12 to Interstate Truck Center for the purchase of One Heavy-Duty 2013 Peterbilt Model 365 Conventional Truck with new Reliance Transfer Trailer Set.
- 2) Authorize the Purchasing Agent/General Services Agency Director to sign the contract with Interstate Truck Center.

FISCAL IMPACT:

Public Works Morgan Shop is primarily 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 2012-2013 Public Works Morgan Shop budget to purchase the heavy-duty conventional truck with the transfer trailer set. The purchase price of the heavy-duty conventional truck with the transfer trailer set is \$201,053.12 including shipping costs.

BOARD ACTION AS FOLLOWS:

No. 2013-173

On motion of Supervisor Withdraw, Seconded by Supervisor Monteith  
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

## Approval to Authorize the Purchase of One Heavy-Duty 2013 Peterbilt Model 365 Conventional Truck with New Reliance Transfer Trailer Set

### **DISCUSSION:**

The Department of Public Works Morgan Shop Division provides and maintains equipment for the Road and Bridge Operations and Maintenance Division. The Fiscal Year 2012-2013 Proposed Budget approved the purchase of a heavy-duty vehicle. This purchase will replace an existing 1982 heavy-duty conventional truck with 144,835 miles that will be declared surplus and auctioned, with the proceeds returned to Morgan Shop's fund balance. The new heavy-duty conventional truck with the transfer trailer set will be fueled by biodiesel. As a cleaner burning fuel, biodiesel will help to reduce emissions and improve air quality.

The heavy-duty conventional truck with the transfer trailer set safely transports large capacity materials like rocks, asphalt, sand, and chips to various types of road maintenance and repair projects in Stanislaus County. Overall this equipment saves project time, reduces expenses, and protects the public from road hazards by confining and transporting, in bulk, large capacity materials. There has been an increase in road surface and shoulder repair projects in recent years. The new equipment is needed to help meet the demand of the increased repair projects while keeping up the quality and safety of the roads.

The General Services Agency (GSA) Purchasing Division published the notice inviting bids for one Peterbilt Model 365 Conventional Truck with New Reliance Transfer Trailer Set. The bids were posted online on March 1, 2013 and closed on March 15, 2013. Two vendors responded as listed below:

- Interstate Truck Center \$201,053.12
- Bonander Truck and Trailer \$216,657.74

The lowest, most responsive bidder was Interstate Truck Center. On March 18, 2013 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 Bonander Truck and Trailer.

The heavy-duty conventional truck is manufactured in Dallas, Texas and the transfer trailer set is manufactured in Stockton, California. They 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 Heavy-Duty Peterbilt Model 365 Conventional Truck with New Reliance Transfer Trailer Set from Interstate Truck Center in June of 2013.

### **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.

Approval to Authorize the Purchase of One Heavy-Duty 2013 Peterbilt Model 365 Conventional Truck with New Reliance Transfer Trailer Set

**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

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# BID RESULTS

BID NO. 13-04-CB

PROJECT NAME:

2013 PETERBILT MODEL 365 CONVENTIONAL TRUCK W/NEW  
RELIANCE TRANSFER TRAILER SET

RESPONSE DATE: 03/15/13

COMPANY	BID COVER SHEET SIGNED	ORIGINAL & 3 COPIES	DISCOUNT %	ADDN #1	
	(✓)	(✓)	(✓)	-0-	(✓)
Interstate Truck	✓	✓	-0-	---	\$201,053.17
Bonander	✓	✓	-0-	---	\$216,657.74

Savings: \$15,605.00



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 #13-04-CB

### PROJECT NAME:

### 2013 PETERBILT MODEL 365 CONVENTIONAL TRUCK W/NEW RELIANCE TRANSFER TRAILER SET

### BID INFORMATION:

#### BID INFORMATION:

<b>BID RESPONSE DATE:</b> March 15, 2013	<b>BID RESPONSE TIME:</b> "NO LATER THAN 2:30"
<p><b>DELIVER BID RESPONSES TO:</b>  Stanislaus County GSA Purchasing Division  1010 Tenth 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>	
<b>BIDDERS COMPANY NAME:</b> <i>Interstate Truck Center LLC dba Valley Peterbilt</i> (Type or Print)	

In the event this BID is obtained through any means other than Public Purchasing Group, 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. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_  
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Bidder's Name (Printed): \_\_\_\_\_  
Bidder's Signature: \_\_\_\_\_  
Bidder's Title: \_\_\_\_\_

**BOND REQUIREMENTS \***

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

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

**FOR COUNTY USE ONLY**

Bid was opened on above date and at prescribed place.

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

By: \_\_\_\_\_  
Stanislaus County GSA Purchasing Division

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, LLC dba Valley Petroleum

\*Type of Business:

- Individual doing business under own name  
 Individual doing business using a firm name  
 Joint Venture (Please attach Joint Venture Agreement)  
 Corporations  
 Partnership

Business Address:

5837 N. Golden Gate Blvd

City, State, Zip Code:

Turlock CALIF 95328

Dated:

MARCH 01, 2013

By:

Kenneth B. Campbell

KBC

Name:

Kenneth B. Campbell

(Print Initials)

Title:

Salesman

(Type or Print Name)

Email Address:

Kcampbell@itctrucks.com

Business License #:

855457

Telephone Number:

209 669 5444 ext 329

Fax Number:

959-669-9674

\*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 2013 Peterbilt Model 365 Conventional  
Truck with New  
Reliance Transfer Trailer Set 2TROIF-21 or equivalent  
Maximum Height 10' 3"**

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 to Stanislaus County Public Works Morgan Shop, 1617 Morgan Shop Road, Modesto, CA 95358. Preliminary and final configuration design will be coordinated with the Department of Public Works -- Morgan Shop Fleet Manager for review and comment.

<Specifications Below>





ITEM	SPECIFICATIONS	EXCEPTIONS
	<ul style="list-style-type: none"> <li>• Drivers premium seat-high back air ride, high back passenger seat-non air ride.</li> <li>• Air Conditioning / lubricant temp gauges / air restriction gauge / bright bezel /suspension pressure gauge.</li> <li>• Instrument gauges, dash mounted single acting air PTO control.</li> <li>• AM/FM radio / CB radio 40 channel Midland w/ Plug-in auto reset circuit breaker. CB antenna (2) hot sticks wiring and antenna mounting brackets to mirrors.</li> <li>• Cab air suspension / cruise control</li> <li>• 7" vertical cab mounted exhaust 12" curved tip &amp; stainless steel guard</li> <li>• Extended rear window back of cab</li> <li>• Stainless Steel sun visor</li> <li>• Cab doors - 3/8" HD stainless steel piano hinges. LH door map pocket with RH door view window</li> <li>• Donaldson 13" painted cowl mounted filter with stainless caps.</li> <li>• Two-piece windshield</li> <li>• Tilt Steering wheel 18", passenger only power windows.</li> <li>• Flat cab floor</li> <li>• Removable floor mats</li> <li>• Frame mounted remote lube ports under hood.</li> <li>• HD Stainless steel Cowl-mounted heated mirrors w/convex mirrors</li> <li>• Fire extinguisher 5 Lb. / triangle reflector kit</li> <li>• Front fender mud flaps</li> <li>• (2) 28" Air horns</li> <li>• Motorola CDM 750 VHF radio, speaker, antenna, programming, and installation.</li> <li>• PAINT-Dupont Imron white</li> <li>• Removable bug screen behind grill</li> </ul>	<p style="text-align: center; font-size: 2em;"><i>Complies</i></p>
TRANSFER SET	<ul style="list-style-type: none"> <li>• Pre-build meeting with Public Works Fleet Manager- must be able to match county owned asphalt paver, shoulder machine, chip spreader for hook up and apron length.</li> <li>• Truck body length 15 Ft.</li> <li>• Side height 12" over standard (48" high)</li> <li>• Floor material 1/4" AR400 steel</li> <li>• Side material 1/4" AR400 steel</li> <li>• Front panel 3/16" T1A steel</li> <li>• Apron 3/16" T1A steel</li> <li>• Tailgate 3/16" T1A Steel</li> <li>• Hoist 135" custom, four stage</li> <li>• Body Lock semi-automatic truck &amp; trailer body lock, located at rear of body includes air-body release.</li> <li>• Fenders 14 ga. steel over rear tandem, 16ga.</li> </ul>	<p style="text-align: center;"><b>No Exceptions Meet or exceeds all Specifications</b></p>

ITEM	SPECIFICATIONS	EXCEPTIONS
	<p>Bright stainless steel overlays.</p> <ul style="list-style-type: none"> <li>• Rope hooks (20) hooks total; (6) per side (4) fr/rear, installed above the radius.</li> <li>• Lights trucklite markers, stop/tail, &amp; backup. (2) markers per side of body L.E.D. markers and tail lights.</li> <li>• Steps (standard) inside and outside including tailgate</li> <li>• Mud flaps air-lift</li> <li>• Paint Centari 5000 one color white #V0006</li> <li>• Pull tarp (brand) and installation no higher than <u>10' 3"</u></li> </ul>	<p>No Exceptions</p> <p>Meets or exceeds all Specifications</p>
<p><b>TRANSFER TRAILER BODY</b></p>	<ul style="list-style-type: none"> <li>• Trailer body length 15'</li> <li>• Side height 12" over standard height (53" high)</li> <li>• Wheel width 34"</li> <li>• Floor material 3/16" AR400 steel</li> <li>• Top rail 3"X3"X1/4" square tubing set on diamond.</li> <li>• Side material 3/16" AR400 steel</li> <li>• Front panel 3/16" T1A steel</li> <li>• Tailgate 3/16" T1A steel</li> <li>• Body lock semi-automatic truck &amp; trailer body lock, located at eye level.</li> <li>• Drive system hi-torque ball bearing drive motor, chain drive, all wheel drive to rear axle.</li> <li>• Standard steps inside of body and tailgate.</li> <li>• Rope hooks (20) hooks total; (6) per side (4) fr/rear, installed above the radius.</li> <li>• Paint Centri 5000 one color white #V0006 Automatic</li> <li>• Pull tarp (brand) and installation no higher than <u>10' 3"</u></li> </ul>	<p>"No Exceptions"</p> <p>Meets or exceeds all Specifications</p>
<p><b>TRANSFER CHASSIS</b></p>	<ul style="list-style-type: none"> <li>• Capacity 40,000# GVWR</li> <li>• Frame width 34"</li> <li>• Fabricated 8-inch I-beam frame with T1 top roller cap. 100 KSI web and 120KSI bottom flange.</li> <li>• Axle 5" 22,500# capacity. 16 1/2"X7" brakes with X30 outboard drums on unimount hubs with auto slacks and ABS.</li> <li>• Haldex ABS w/ indicator light installed on trailer. Steel air tanks.</li> <li>• Suspension hutch CH9700S, cast steel hangers w/ wear pads, rubber-bushed torque arms. Heavy-duty hi-arch 3-leaf springs.</li> <li>• Drawbar 2 1/2" o.d. round axle-pull, 15' length, hinges, premier 405LL eye and 5/8" safety cable assy, air assist lift.</li> <li>• Steering unit unitized box construction with 26,000# capacity turntable.</li> <li>• Aluminum diamond plate front and rear.</li> <li>• Lights ICC/DOT standard. Trucklite sealed beams, (3) stop/tail per side, (2) stop/tail in rear xmb, and (1) marker light per fender, L.E.D. marker and</li> </ul>	<p>Meets or exceeds all Specifications</p> <p>No Exceptions</p>

ITEM	SPECIFICATIONS	EXCEPTIONS
	taillights. <ul style="list-style-type: none"> <li>• Tires (8)11R22.5 (G)</li> <li>• Wheels (8) 22.5" polished aluminum.</li> <li>• Fenders aluminum with black mud flaps.</li> <li>• Four heavy-duty hold down hooks.</li> <li>• Imron one color black on frame #V0001</li> </ul>	<b>No Exceptions Meets or exceeds all Specifications</b>
<b>WARRANTY</b>	<ul style="list-style-type: none"> <li>• Extended warranty 5 year 500K miles on engine, running gear and paint.</li> </ul>	
<b>DEFINITION OF TERM HEAVY DUTY</b>	<ul style="list-style-type: none"> <li>• The term heavy duty as applied above, shall be construed to mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production truck and shall be able to withstand unusual strain, wear, exposure, temperature and use.</li> </ul>	
<b>REGISTRATION AND LICENSING</b>	<ul style="list-style-type: none"> <li>• The successful bidder shall furnish vehicle with exempt registration and license plates.</li> </ul>	
<b>TECHNICAL INFORMATION</b>	<ul style="list-style-type: none"> <li>• The successful bidder shall supply (2) of operator manual, service manual, parts books, wiring diagrams and applicable technical information for chassis and body purchased. Manuals shall be in the possession of the County before delivery will be considered complete.</li> </ul>	
<b>LEGAL REQUIREMENTS</b>	<ul style="list-style-type: none"> <li>• Truck shall comply with the State of California vehicle code and all other laws, rules and regulations pertaining to the operation of vehicles within this state.</li> </ul>	

**FORM OF BID**

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

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

(Come back to Form of Bid section to complete Pricing form)

Item	Description	Qty	Subtotal
1.	2013 New Conventional Truck		\$ 107,024.00
2.	New Reliance Transfer Trailer		\$ 79,924.00
3.	Delivery		\$ INC
4.	Sales Tax		\$ 14,090.62
	CALIF TURF TAX		17.50
	EXTENDED WARRANTY		INC
	SERVICE MAINTENANCE		INC
	<b>TOTAL</b>		<b>\$ 201,036.12</b>

All pricing shall remain valid for 120 days after the date of response noted above on page 1.

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

**Prompt Payment Discount**

Cash discount of ~~5~~ <sup>ON DELIVERY</sup> % for payment within \_\_\_\_\_ calendar days, which will be computed from the date delivery is made and accepted by the County or the date a proper invoice is received, whichever is later. Discount offered with payment terms of less than (20) calendar days will not be considered for award purposes. If no discount is shown, then it shall be assumed that none is offered and that the terms are Net 30 days.

**Payment and Invoicing**

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

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

DATE: MARCH 13, 2013

CONTRACTOR'S SIGNATURE:

TITLE:

COMPANY NAME:

*Kenneth B. Campbell*  
SALES MAN  
INTERSTATE TRUCK CENTER LLC  
Don Valley Peterbilt

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

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

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

1. Bid must be submitted on the form provided by the Stanislaus County GSA Purchasing Division (GSA Purchasing). 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 GSA 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, and contractors wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus GSA Purchasing Division (GSA Purchasing) 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

For the purposes of this procedure:

- (1) "Board" means the Stanislaus County Board of Supervisors.
- (2) "Days" means working days of the County of Stanislaus.
- (2) "Filing Date" or "Submission Date" means the date of receipt by GSA Purchasing.
- (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.
- (5) "Purchasing Agent" means the Stanislaus County Purchasing Agent.

c. Protest Procedure

- (1) Any Interested Party may file a written protest with the Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended 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, 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 Board no later than ten (10) days after the 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 Board 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 unless the protested procurements are obtained in whole or in part with federal funds.

12. GSA Purchasing 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.

GSA Purchasing also 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 GSA Purchasing.

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

### B. Bid Inquiries

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

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

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

Should a Bidder find discrepancies in, or omissions from, the Drawings, the Specifications/Scope of Work, or other contract documents, or should he/she be in doubt as to their meaning, he/she shall at once notify GSA Purchasing. 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 Tenth Street, Suite 5400, Modesto CA 95354 or P. O. Box 3229, Modesto, California 95354.

### D. Printed Form of Bids

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

### E. Exceptions

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

### F. Determination of Low Bidder

Except where GSA Purchasing 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. GSA Purchasing 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.

**H. Other Government/Publicly Funded Agencies**

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications 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 herein shall apply.



**LOCAL VENDOR PREFERENCE NOTICE**

**TO: ALL PROSPECTIVE PROPOSERS/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 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 proposers/bidders 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 N. Golden Gate Blvd.</u> <u>Turlock, Ca. 95383</u>		
(b) Date on which business was established at this address: <u>12/05/2005</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>855457</u> ) and name of local agency which issued license ( <u>Co. of Stanislaus.</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"/>	

Vendor Name (printed):	<u>InterState Truck Center LLC High Valley Refurbish</u>
Vendor's Signature:	<u>Ronald B Campbell</u>
Title:	<u>Julian</u>