MEGAN M. GREVE Director MMGreve@SolanoCounty.com (707) 784-7900

JAMES M. BEZEK Assistant Director jjbezek@solanocounty.com (707) 784-7900 **DEPARTMENT OF GENERAL SERVICES** 

Central Services Division



LORRAINE TANG
Staff Analyst, Sr.
<a href="mailto:lctang@solanocounty.com">lctang@solanocounty.com</a>
(707) 784-3426

675 Texas Street, Suite 2500 Fairfield, CA 94533-6342 Fax (707) 784-6320 www.solanocounty.com

### DEPARTMENT OF RESOURCE MANAGEMENT SOLANO COUNTY PARKS

INVITATION FOR BID (IFB) NUMBER: 850-0812-22 FOR

# CHIP SPREADER BEARCAT MODEL: TANDEM 8-16 CHIPPER, OR EQUIVALENT

RELEASE DATE: AUGUST 12, 2021 FINAL SUBMISSION DATE: AUGUST 30, 2021 05:00 PM (PST)

### LATE BIDS WILL NOT BE ACCEPTED

SUBMIT IFB TO:	IFB COORDINATOR
Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a> or via email to <a href="mailto:MFAtmar@solanocounty.com">MFAtmar@solanocounty.com</a>	Farid Atmar, IFB Coordinator MFAtmar@solanocounty.com

Any bidder participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at <a href="https://solanocounty.com">www.solanocounty.com</a>. Include the application with your bid. The County will post any changes and information relating to this IFB digitally via Bonfire E-Procurement Platform. Proposers are responsible for frequently checking the Bonfire Platform at <a href="https://solanocounty.Bonfirehub.Com">Https://solanocounty.Bonfirehub.Com</a> for any changes or information relating to this IFB.

"Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance."

MEGAN M. GREVE Director MMGreve@SolanoCounty.com (707) 784-7900

JAMES M. BEZEK Assistant Director jjbezek@solanocounty.com (707) 784-7900

### **DEPARTMENT OF GENERAL SERVICES**

Central Services Division



**LORRAINE TANG** 

Support Services Manager lctang@solanocounty.com (707) 784-3426

675 Texas Street, Suite 2500 Fairfield, CA 94533-6342 Fax (707) 784-6320 www.solanocounty.com

SUBJECT: INVITATION FOR BIDS (IFB) NO.: 850-0812-22

**CHIP SPREADER** 

BEARCAT MODEL: TANDEM 8-16 CHIPPER, OR EQUIVALENT

### ATTENTION: ALL PROSPECTIVE OFFERORS

We invite you to participate in this bidding opportunity described in the attached Invitation for Bid (IFB). If you are interested, the IFB package may be downloaded from the Bonfire E-Procurement Platform, Solano County Portal at <a href="https://solanocounty.bonfirehub.com/login">https://solanocounty.bonfirehub.com/login</a>.

Notice is hereby given that bids MUST be electronically submitted via the Bonfire website <a href="https://solanocounty.bonfirehub.com/login">https://solanocounty.bonfirehub.com/login</a>, or via email to <a href="mailto:MFAtmar@solanocounty.com">MFAtmar@solanocounty.com</a> no later than August 30, 2021 5:00 PM, Pacific Standard Time (PST), at which time, the County will access and evaluate all bids in accordance with the County of Solano's specifications and requirements. Any hard copy submissions, submissions via email, or late submissions will be retained in the file unopened and will be considered disqualified.

It is the responsibility of the bidder to ensure that electronically submitted bids are successfully accepted in Bonfire before the bid submittal deadline. The receipt time in the Bonfire website will be the governing time for acceptability of bids.

Bidders shall visit the Bonfire website for any updates, changes or supplemental information regarding this solicitation prior to and after the bid submission date.

Respectfully.

Farid Atmar, Sr. Buyer IFB Coordinator

IFB NO.: **850-0812-22** 

### 1. STATEMENT OF PURPOSE

- 1. The purpose of this Invitation for Bids (IFB) is to define the County's minimum requirements and gain adequate information by which the County may evaluate services offered by contractors or vendors. As used herein, the term contractor or vendor shall mean the contractor, its employees, or agents.
- 2. The County of Solano, on behalf of the Department of Resource Management, Public Works Division, Parks Services hereinafter referred to as the "County," is soliciting bids for a Chip Spreader as per specification described in Section 3 of this solicitation.
- 3. See attachment 1, IFB Bid Sheet for complete list of supplies and services the County intents to purchase.
- 4. By submitting a Bid, the Bidder accepts that it is bound by the IFB process, requirements, specifications, terms and conditions contained in the IFB and its Bid sheet.
- 5. Your quote for the product shall remain valid and open for acceptance for a period of 90 days.
- 6. The County reserves the sole and independent right to make an award in whole or in part or any varying combination (split bid) if deemed to be in the best interest of the County. The award may not necessarily be to the lowest vendor, but to the bid determined to be professionally and technically able to render services and fulfill all contract requirements. Additionally, the County reserves the right to:
  - A. Purchase equipment off any publicly competitive bid or cooperative purchasing contracts (i.e. State of California or its subdivisions, Federal GSA, etc.), if deemed in the best interest of the County.
  - B. Increase or decrease the number of equipment purchased due to changing needs and conditions or cancel this bid in its entirety due to budget constraints.
- 7. Bidders shall use Attachment 1, Bid Sheet to quote for the product as per description and speciation incorporated in the form and include all information and documents in relation to the RFQ.
- 8. Vendor to include a copy of manufacturer's vehicle specification sheet, copy of descriptive literature, including any pictures or drawings for the vehicle(s). Failure to comply may render bid unresponsive and may be rejected by the County.
- 9. Delivery is F.O.B. shipping point (3255 North Texas Street Fairfield, CA 94533). Freight cost must be incorporated into unit price. The Vendor will notify the County no less than three (3) working days prior to delivery.
- 10. Payment will be made after delivery and acceptance of the equipment by the County and the receipt of the invoice
- 11. Unless otherwise agreed in writing by the parties, the contractor shall deliver the product at the specified destination within 20 days from the date Purchase Order is confirmed.
- 12. Proposed prices must include all shipping and delivery costs. Bidder agrees that the prices quoted are the maximum for the contract period and in the event of a price decline such

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lower prices shall be extended to the County.

13. Questions regarding this solicitation shall be posted via Bonfire E-Procurement Platform, Solano County Portal at https://solanocounty.bonfirehub.com/login, or submitted in writing to the IFB Coordinator, email at MFAtmar@solanocounty.com no later than August 20, 2021, 5:00 PM PST. Response to written questions will be posted on the bonfire website no later than August 22, 2021. If there is a delay in posting responses, the bid submission due date will be extended commensurate. The County cannot assure any response to questions/inquiries received after this date.

### 2. CONTRACT TYPE AND DELIVERY

- 1. This is a one-time purchase, Firm-Fixed-Price type of contract shall be in the form of a Purchase Order (PO) and all requirements, terms and conditions of this solicitation shall be incorporated in the PO by reference, with the same force and effect as they were given in full text.
  - 2. By submitting a Bid, the Bidder accepts that it is bound by the IFB process, requirements, specifications, terms and conditions contained in the IFB and its Bid sheet.
  - 3. Your quote for the product shall remain valid and open for acceptance for a period of 90 days.
  - 4. The County reserves the sole and independent right to make an award in whole or in part or any varying combination (split bid) if deemed to be in the best interest of the County. The award may not necessarily be to the lowest vendor, but to the bid determined to be professionally and technically able to render services and fulfill all contract requirements.
  - 5. Bidders shall use Attachment 1, Bid Sheet to quote for the product as per description and speciation incorporated in the form and include all information and documents in relation to the IFB.
  - 6. Delivery is F.O.B. shipping point (3255 North Texas Street Fairfield, CA 94533). Freight cost must be incorporated into unit price.
  - 7. Unless otherwise agreed in writing by the parties, the contractor shall deliver the product at the specified destination within 90 days from the date Purchase Order is confirmed. The County anticipates that delivery will take place on or no later than October 20, 2021.
  - 8. Proposed prices must include all shipping and delivery costs. Bidder agrees that the prices quoted are the maximum for the contract period and in the event of a price decline such lower prices shall be extended to the County.

### 3. CHIP SPREADER SPECIFICATION

Bearcat Model: Tandem 8-16 Chipper, Or equivalent

Chip Spreader

- 8' Maximum travel width of chip spreader
- 16' Maximum operating width of chip spreader

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### Engine & Drive Train

- Engine- Cummins, Tier 4 QSB 6.7L liter, 6-cylinder Turbo-charged diesel engine, 275
   H.P. @ 2300 RPM and 730 Peak Torque @1500 RPM
- Variable Hydrostatic transmission with 2 speed transfer case, high/low
- Four Wheel Drive
- Automotive Style controls with computer-controlled HP/anti stall control

### Rear Receiving Hopper

- Folding Wing Receiving Hopper to 8' Folded. 10' Unfolded
- 4-yard capacity hopper
- Heavy 1" side plates
- Hydraulic Hitch raise and lower

### Material Conveyor

- 2, 20" wide conveyor belts
- Belt sensors controlled by ultrasonic aggregate level sensors

### Front Spread Hopper

- Variable spread hoppers from 8' to 16'
- Capacity 3.2 yards
- Pneumatically powered cut off gates individually controllable in 12" sections.
- High flow, gravity feed vertical drop hopper to prevent chips from rolling in the oil and or creating a wave in the oil as they hit on the road surface.
- Clean outside surface of chip box has no motors, hoses, etc. these allows the chip spreader to be tight against a wall or guard rail allowing the chips to be spread all the way to the edge of the road surface.
- Vibrators in boxes

### Computer Rate Control

- CRC shall calculate and display Feet Per Minute (FPM), cam opening display in percentage open, spread box width 8' to 16', linear feet & square yards spread.
- All controllers shall communicate over a two wire CAN communication system. All CRC controllers, sensors, and connectors are IP65 or IP67 rating or have solder type terminals; all wiring is field replaceable wire harnesses.
- Can self-diagnosis if there is an open or short in the CRC controlled hydraulic circuits.

### Single Operator Seat Station

Covered (Heavy Duty Metal) Station moves left or right hydraulically.

### Axles, Brakes & Tires

- Front Axle is rated at 31,800lb
- Front wheel drive planetary drive/steer axle.
- Hydraulic steering cylinder.
- Power Steering
- 5" rear axle with oil filled bearings rated at 23,000lb.
- Front brakes are air over hydraulic master cylinder, hydraulic applied, spring release, multi disk wet brake pack.
- Tires are 385/65R22.5 with highway tread
- Wheel are disc type 10 hole, front & rear wheels are interchangeable

### **Dimensions**

Length: 27'Width: 8'

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Height:12', with cab removed 9'1"

Wheelbase: 13'2-1/2"Weight: 25,300lb

#### Paint

Non-aluminum parts are painted orange.

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### Additional Options to Include

- Toolboxes
- 1 CB Radio with Headset and push to talk at main operator station
- 1 CB Radio with Headset at front controls
- Fire Extinguisher
- Spare Wheel
- Spare Tire
- Spare Parts Kit
- Seat Cover
- Ladders on both sides of unit.
- Gate Switches on Panel
- Front Remote, All Controls including Belts
- Spray Down Tank with 30' of Hose
- DOT & Nighttime light package, with beacon
- Backup Alarm
- Freight
- Registration/ DMV

### 4. INSTRUCTIONS TO BIDDERS

- <u>1. INFORMED BIDDERS.</u> Before submitting bids, bidders must fully inform themselves of the conditions, requirements and specifications of the products or materials to be furnished. Failure to do so will be at bidder's own risk and they cannot secure relief on the plea of error.
- 2. BID FORMS. Bidder must use Bid Sheet (attachment 1) which is included in this solicitation.
- 3. PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.
- 4. OFFERS OF MORE THAN ONE PRICE. Bidders are allowed to submit more than one bid but not more than two bids. Bidders may submit one base bid and one alternate bid. Where bidder submits more than one bid, one bid shall be marked "base bid" and the other shall be marked "alternate bid." Base bid and the alternate bid shall be submitted in accordance with the terms and conditions of this bid solicitation. The County reserves the right to accept or reject any alternate offer, in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.
- <u>5. TERMS OF THE OFFER.</u> Solano County's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by Solano County. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.
- <u>6. BIDDER AGREEMENT TO TERMS AND CONDITIONS.</u> Submission of a signed bid will be interpreted to mean bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.
- <u>7. CANCELLATION OF CONTRACT.</u> The County of Solano may cancel this contract without cause at any time by giving thirty (30) days written notice to the supplier/vendor. The County of Solano may cancel this contract with cause at any time by giving ten (10) days written notice to

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the vendor. Cancellation for cause shall be at the discretion of the County of Solano and shall be, but is not limited to, failure to supply the service specified within the time allowed or within the terms, conditions, or provisions of this contract. The successful bidder may not cancel this contract without prior written consent of Purchasing Services.

- 8. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder agrees that the services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the bidder's response. Bidder may submit an attachment entitled "Exception to Specifications," which must be signed by bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for the requirement. The County reserves the right to accept or reject any exception or deviation in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.
- <u>9. COMPLIANCE WITH LAWS.</u> All bids shall comply with current federal, state, local and other laws relative thereto.
- 10. FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Vendor, the vendor shall notify the County of Solano, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.
- <u>11. FORMATION OF CONTRACT.</u> Bidder's signed bid (hard copy or electronic) and Solano County's written acceptance shall constitute a binding contract.
- 12. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Solano, in the State of California. The parties further stipulate that the County of Solano, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.
- 13. NOMENCLATURES. The terms successful bidder, supplier, vendor, proposer, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the County of Solano enters into a contract as a result of this solicitation.
- 14. SELL OR ASSIGN. The successful bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the County of Solano.
- <u>15. SEVERABILITY.</u> If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- <u>16. BID PREPARATION</u>. Solano County shall not pay for any information herein requested, or is it liable for any costs incurred by prospective bidders.
- 17. PROMPT PAYMENT TERMS. Discounts for payments made twenty (20) days or more

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from receipt of invoice will be considered in award of bid. Payment discounts must be clearly shown on the Bid Form (hard copy or electronic through Bonfire website). Normal payment terms are net 30-45 days, after receipt of invoice and equipment acceptance.

The County offers direct deposit for invoice payment. To enroll in the program, copy and paste the following hyper-link into your internet browser.

http://www.solanocounty.com/depts/auditor/electronic\_payment\_to\_vendor\_(ach).asp

- 18. TAXES-SALES. California sales tax should be shown separately on the bid form, when and where indicated (if not indicated on bid sheet do not include in your bid).
- 19. TAXES, FEDERAL EXCISE. The County of Solano is exempt from federal excise tax.
- <u>20. DEADLINE FOR BID SUBMITTALS.</u> Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Pacific Time.
- 21. BIDS MUST BE SUBMITTED ON OR BEFORE THE SUBMISSION DATE AND TIME. Contractors shall respond to the IFB and any exhibits, attachments, or amendments. A contractor's failure to submit a bid as required on or before the deadline shall cause the bid to be disqualified.
- <u>22</u> An electronic submission of Bids via Bonfire E-Procurement Platform Solano County Portal website at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a> OR via email to <a href="https://solanocounty.com">MFAtmar@solanocounty.com</a> are due no later than August 30, 2021 5:00 PM PST. Any hard copy submission will be retained in the file unopened and will be considered disqualified. Please register with Bonfire as soon as possible for uninterrupted notification and access to County bid opportunities.
- 22.1. **How to Register with Bonfire E-Procurement Platform**: The County of Solano, Purchasing Services is now partnering with **Bonfire Interactive** to create an electronic procurement portal that will allow you to receive notifications of County business opportunities and submit bids and proposals to Solano County digitally. All Vendors who wish to compete for County work, must register with Bonfire Interactive.

To subscribe to Bonfire Interactive and receive electronic notifications regarding upcoming and/or current bidding opportunities with the County of Solano, visit the vendor registration page at <a href="https://solanocounty.bonfirehub.com/portal/?tab=login">https://solanocounty.bonfirehub.com/portal/?tab=login</a> and follow the instructions provided.

When registration is completed, vendors will receive email notifications of bidding opportunities that match the commodity/services listed in the vendor profile. It is critical to list the National Institute of Purchasing (NIGP) codes related to the services and/or commodities offered by the vendors/contractors.

For further information, please contact Solano County Purchasing Services at <a href="mailto:Purchasing@solanocounty.com">Purchasing@solanocounty.com</a> or (707) 784-6320

- <u>23. BID AMENDMENT.</u> The County shall not accept any amendments, revisions, or alterations to bids after the deadline for submittal.
- <u>24. BID WITHDRAWAL.</u> To withdraw a bid, contractor must submit a written request, signed by an authorized representative, to the Bid Coordinator prior to the official deadline / submittal date and time. After withdrawing a previously submitted bid, the contractor may submit another at any time up to the deadline for submittals.

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- <u>25. BIDS FOR ADDITIONAL SERVICES.</u> If a contractor indicates an offer of services in addition to those required by and described in this IFB, these additional services may be added to the contract before, or at any time during an agreed to contract period, at the sole discretion of the County.
- <u>26. BID ERRORS.</u> Contractors are liable for all errors or omissions contained in their bids. Contractors will not be allowed to alter documents after the deadline for submitting bids.
- <u>27. CONFLICT OF INTEREST.</u> By submitting a bid, the contractor certifies that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the contractor in connection with the procurement under this IFB.
- 28. NON-DISCRIMINATION. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's contractors. Accordingly, all vendors entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places.
- 29. RIGHT TO REFUSE PERSONNEL. Any personnel involved in this service shall submit to a criminal history screening during the contract period, if directed by the County at contractor's sole expense. The County reserves the right to refuse any subcontractors or any personnel provided by the prime contractor or its subcontractors that fails to submit to screening or for any other reason that is in the best interest of the County.
- <u>30. LICENSURE.</u> The contractor must hold all necessary and applicable insurance, as well as all business and professional licenses. The County may require any or all contractors to submit evidence of proper documents.

### 31. PROTESTS.

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of General Services. The protest shall be submitted in writing to the Director of General Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto. The protesting contractor/vendor shall file a detailed statement specifying the grounds for the protest. The protest letter must be mailed to the Director of General Services, 675 Texas Street, Suite 2500, Fairfield, CA 94533.

- <u>32. CONTRACT AWARD.</u> The awarded bidder(s) will be issued a purchase order(s) by the County for the duration of each contract year.
- 33. CONTRACT MONITORING. The contractor shall be responsible for the completion of all work services set out in the contract. All work services are subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the contractor's place of business that are related to the performance of the contract. If the County requires such an inspection, the contractor

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shall provide reasonable access and assistance.

34. CONTRACT AMENDMENT. If during the course of this contract, additions to and/or deletions from services provided are required as a result of changes to any statute, bylaw or regulation, the County shall notify the contractor. Added work shall be within the general scope of this IFB. In such instances, the County shall provide the contractor a written description of the additional work, and the contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the contractor's bid. If the County and the contractor reach an agreement regarding work services and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the contractor and must be approved by other County officials as required by County laws and regulations. The contractor shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

### 35. LOCAL VENDOR PREFERENCE:

35.1 In order to address the competitive disadvantage faced by local businesses that seek to enter into contracts with the County because of the higher costs of doing business in the County, and to encourage businesses to locate and remain in the County, the County has implemented a local preference policy.

### 35.2 Definition of Local Business

For purposes of this section, a "local business" means a business enterprise, including but not limited to a sole proprietorship, partnership, or corporation, which has the following:

- a valid business license issued from the County or a political subdivision within the County; and
- its principal business office, or a satellite office with at least one full-time employee, located in the County.

### 35.3. Preference

- Where the lowest responsible bidder is not a local business, the purchasing agent shall provide the lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with notice and an opportunity to reduce its bid to match that of the lowest responsible bidder. Notice shall be by telephone and either facsimile or electronic mail. The local business shall have five (5) business days after the date of such notice to match the lowest bid, in writing. Should the local business so match, it shall be deemed the lowest responsible bidder and receive the award.
- Should the lowest responsible local business bidder decline to match as set forth above, the purchasing agent shall provide the next lowest responsible local business bidder, should one exist, and its bid is within five percent (5%) of the lowest responsible bidder, with the same notice and opportunity to match the bid of the lowest responsible bidder as above. This process shall continue as necessary, until an award is made either to a responsible local business bidder within five percent (5%) of the lowest responsible bidder, or the lowest responsible bidder itself.

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- In instances where a local business and a non-local business submit equivalent, lowest responsible bids, the purchasing agent shall give preference to the local business.
- No contract awarded to a local business under this section shall be assigned or subcontracted in any manner that permits more than fifty (50) percent or more of the dollar value of the contract to be performed by an entity that is not a local business.

### 35.4 Declaration of Compliance

In submitting a bid subject to this section, a local business shall affirm its compliance with Sections 22-24 of the Solano County Code, on a form to be provided by the purchasing agent (Declaration form included in this bid

### 35.5 Notice

The purchasing agent shall provide adequate notice of the provisions of this section to prospective bidders.

### 35.6 Exceptions

The exceptions provided for in section 2.11 of the County's Purchasing & Contracting Policy Manual shall apply to this section. Furthermore, this section is made expressly inapplicable to public works or other projects to the extent the application would be prohibited by state or federal law.

### 5. ATTACHMENTS AND EXHIBITS

Complete the following required attachments and include with bid response.

ATTACHMENT 1: BID SHEET

ATTACHMENT 2: SIGNATURE PAGE

ATTACHMENT 3: QUESTION AND ANSWER SHEET

ATTACHMENT 4: NON-COLLUSION DECLARATION FORM

ATTACHMENT 5: CERTIFICATION OF COMPLIANCE

ATTACHMENT 6: RESERVATIONS

ATTACHMENT 7: DECLARATION OF LOCAL BUSINESS

ATTACHMENT 8: IMPORTANT NOTICE-BID DOCUMENTS TO BE RETURNED

EXHIBIT C: GENERAL TERMS AND CONDITIONS

ATTACHMENT 1 – BID SHEET PAGE 1 OF 2

IFB NO.: **850-0812-22** 

### COUNTY OF SOLANO REQUEST FOR QUOTATION (RFQx) NO. 850-0812-2 FOR

### **CHIP SPREADER**

### **BEARCAT MODEL: TANDEM 8-16 CHIPPER, OR EQUIVALENT**

		SUBMIT		SOLICITATION	ON COORDINAT	OR	
MFATM	AR@SO	LANOCOUNT BONFIRE W	HE FOLLOWING EMAIL  TY.COM OR DIGITALLY VIA  EBSITE AT  TY.BONFIREHUB.COM	GITALLY VIA FARID ATMAR, RFQ COORDINATOR EMAIL: MFATMAR@SOLANOCOUNTY.COM			
			ELEASE DATE:	BID SUE	BMISSION DATE:		
		AUGUST	_	AUGUST 30	), 2021 5:00 PM PS	Т	
			BIDDER / OFFERO	OR INFORMATION			
FIRM /	FIRM / COMPANY NAME:						
ADDRES	SS:						
CONTA	CT PERS	ON:					
EMAIL A	ADDRES	S:	_				
PHONE	AND FA	X:					
			BID ON THIS SHEET IN THE	SPACES PROVIDED BELO	W.		
			SUPPLY /SERVI	CES /SCHEDULE			
QTY	UNIT		DESCRIPTION / SPECIFIC	DESCRIPTION / SPECIFICATION UNIT PRICE			
CHIP SPREADER BEARCAT MODEL: TANDEM 8-16 CHIPPER, OR EQUIVALENT AS PER SPECIFICATION/DESCRIPTION PROVIDED IN SECTION 3 OF THIS IFB AND DESCRIBED IN THE PAGE 2 OF THIS BID SHEET. OTHER COST. PLEASE SPECIFY							
TERMS AN	ND CONDIT	TION			SUBTOTAL	-	
DELIVERY	TERM	AS SPECIFIE	ED IN THE RFQ DOCUMENT	DISCOUNT E	BY (%) OR AMOUNT		
DELIVERY	ADDRESS	AS SPECIFIE	ED IN THE RFQ DOCUMENT	ОТ	HER COST, SPECIFY		
DELIVERY	DATE	AS SPECIFIE	ED IN THE RFQ DOCUMENT	SALES TAX			
BID VALID	BID VALIDITY (DAYS) 90 DAYS FROM BID SUBMISSION DATE EXTENDED TOTAL COST						
LOCAL VE	NDOR	YES □	NO □				
IMPORTA	NT NOTE	: PLEASE READ	THE RFQ DOCUMENTS ENTIRELY	<b>Y</b>			
ACKN	OWLEDGM		ERSIGNED OFFERS AND AGREES TO UBJECT TO THE INSTRUCTIONS AND			TERMS STATED	
CONTACT	NAME:			SIGNATURE:	DATE:		
NOT	E: PLEASE	FILL IN THE FORI	NOTE: PLEASE FILL IN THE FORM WITH THE REQUIRED INFORMATION, PRINT, SIGN AND SUBMIT ALONG WITH YOUR BID DOCUMENTS				

**FARID ATMAR, RFQ COORDINATOR** 

IFB NO.: **850-0812-22** 

### ATTACHMENT 1 - BID SHEET PAGE 2 OF 2

### INVITATION FOR BID (IFB) NUMBER: 850-0812-22 CHIP SPREADER

### BEARCAT MODEL: TANDEM 8-16 CHIPPER, OR EQUIVALENT Indicate YES or NO. All "NO's" require a Remark in the Comment Column

	SPECIFICATION / DESCRIPTION	YES	COMMNET
		NO	
•	8' Maximum travel width of chip spreader		
•	16' Maximum operating width of chip spreader		
Engin	e & Drive Train		
•	Engine- Cummins, Tier 4 QSB 6.7L liter, 6-cylinder		
	Turbo-charged diesel engine, 275 H.P. @ 2300 RPM		
	and 730 Peak Torque @1500 RPM		
•	Variable Hydrostatic transmission with 2 speed transfer		
	case, high/low		
•	Four Wheel Drive		
•	Automotive Style controls with computer-controlled		
	HP/anti stall control		
Rear	Receiving Hopper		
•	Folding Wing Receiving Hopper to 8' Folded. 10'	I T	
	Unfolded		
•	4-yard capacity hopper		
•	Heavy 1" side plates		
•	Hydraulic Hitch raise and lower		
Mater	ial Conveyor		
•	2, 20" wide conveyor belts		
•	Belt sensors controlled by ultrasonic aggregate level		
	sensors		
Front	Spread Hopper		
•	Variable spread hoppers from 8' to 16'		
•	Capacity 3.2 yards		
•	Pneumatically powered cut off gates individually		
	controllable in 12" sections.		
•	High flow, gravity feed vertical drop hopper to prevent		
	chips from rolling in the oil and or creating a wave in the		
	oil as they hit on the road surface.		
•	Clean outside surface of chip box has no motors,		
	hoses, etc. these allows the chip spreader to be tight		
	against a wall or guard rail allowing the chips to be		
_	spread all the way to the edge of the road surface.		
Com	Vibrators in boxes		
Comp	outer Rate Control  CPC shall calculate and display Foot Per Minute (FPM)		
•	CRC shall calculate and display Feet Per Minute (FPM),		
	cam opening display in percentage open, spread box width 8' to 16', linear feet & square yards spread.		
-	All controllers shall communicate over a two wire CAN		
_	communication system. All CRC controllers, sensors,		
	and connectors are IP65 or IP67 rating or have solder		
	type terminals; all wiring is field replaceable wire		
	harnesses.		
•	Can self-diagnosis if there is an open or short in the		
	Can do diagnosis il there is an open of short in the		

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	CRC controlled hydraulic circuits.	
Single	Operator Seat Station	
•	Covered (Heavy Duty Metal) Station moves left or right hydraulically.	
Axles,	Brakes & Tires	
•	Front Axle is rated at 31,800lb	
•	Front wheel drive planetary drive/steer axle.	
•	Hydraulic steering cylinder.	
•	Power Steering	
•	5" rear axle with oil filled bearings rated at 23,000lb.	
•	Front brakes are air over hydraulic master cylinder,	
	hydraulic applied, spring release, multi disk wet brake	
	pack.	
•	Tires are 385/65R22.5 with highway tread	
•	Wheel are disc type 10 hole, front & rear wheels are	
	interchangeable	
Dimer	nsions	
•	Length: 27'	
•	Width: 8'	
•	Height:12', with cab removed 9'1"	
•	Wheelbase: 13'2-1/2"	
•	Weight: 25,300lb	
Paint	,	
•	Non-aluminum parts are painted orange.	
Additi	onal Options to Include	
•	Toolboxes	
•	1 CB Radio with Headset and push to talk at main	
	operator station	
•	CB Radio with Headset at front controls	
•	Fire Extinguisher	
•	Spare Wheel	
•	Spare Tire	
•	Spare Parts Kit	
•	Seat Cover	
•	Ladders on both sides of unit.	
•	Gate Switches on Panel	
•	Front Remote, All Controls including Belts	
•	Spray Down Tank with 30' of Hose	
•	DOT & Nighttime light package, with beacon	
•	Backup Alarm	+ +
•	Freight	
-	Registration/ DMV	
_	Negionalion/ Diviv	

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## COUNTY OF SOLANO INVITATION FOR BID (IFB) NUMBER: 850-0812-22 CHIP SPREADER

**BEARCAT MODEL: TANDEM 8-16 CHIPPER, OR EQUIVALENT** 

### SIGNATURE PAGE

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

### CERTIFICATION - RESPOND TO THE FOLLOWING BY WRITING (YES) OR (NO)

Declaration of a Local Business (Complete form and return with bid)	
Customer Reference Statement (Complete form and return with bid)	
Non-Collusion Declaration (Complete form and return with bid)	
Certification of Compliance	
Reservations	
Other documents to be returned	
Other (Please specify):	

### SIGNATURE AND ACKNOWLEDGMENT:

Company/Firm Name				
Address			Zip:	
Contact Name				
Email		Phone		
Fax	Signature			

By signing the above, I certify that I am authorized by the company named above to respond to this form.

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## COUNTY OF SOLANO INVITATION FOR BID (IFB) NUMBER: 850-0812-22 CHIP SPREADER

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### **QUESTIONS AND ANSWERS FORM**

Any questions regarding this solicitation shall be submitted according to the process outlined below and as specified in the solicitation document. The county's response to questions will be as specified in the solicitation documents.

- 1. Submit questions or concerns on the form provided.
- 2. State your question(s) in the table and reference the section of the solicitation (if applicable).
- 3. Submit the form (**Microsoft word only**) via email to solicitation coordinator by email at <a href="MFAtmar@solanocounty.com">MFAtmar@solanocounty.com</a> or submit via Bonfire website.

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5. Please contact the coordinator with any questions regarding this process, preferably via email.

### **QUESTIONS AND ANSWER**

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	COUNTY RESPONSE (FOR COUNTY USE ONLY)

Company/Firm Name					
Address				Zip:	
Contact Name					
Email			Phone		
Fax	Sig	gnature			

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## COUNTY OF SOLANO INVITATION FOR BID (IFB) NUMBER: 850-0812-22 CHIP SPREADER BEARCAT MODEL: TANDEM 8-16 CHIPPER, OR EQUIVALENT

#### NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106

The undersigned declares: I am the _	of	
the party making the foregoing bid.		

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed by:

READ AND ACKNOWLEDGE ON THE SIGNATURE FORM ATTACHED

IFB NO.: **850-0812-22** 

### **ATTACHMENT 5**

## COUNTY OF SOLANO INVITATION FOR BID (IFB) NUMBER: 850-0812-22 CHIP SPREADER

BEARCAT MODEL: TANDEM 8-16 CHIPPER, OR EQUIVALENT

#### **CERTIFICATION OF COMPLIANCE**

### **CERTIFICATION:**

The bidder does hereby make certification and assurance of the Proposer's compliance with:

- a) The laws of the County of Solano:
  - http://www.codepublishing.com/CA/SolanoCounty/
- b) Title VI of the federal Civil Rights Act of 1964:
  - https://www.justice.gov/crt/fcs/TitleVI-Overview
- c) Title IX of the federal Education Amendments Act of 1972:
  - https://www.justice.gov/crt/title-ix-education-amendments-1972
- d) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:
  - https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity
- e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:
  - https://www.ada.gov/pubs/adastatute08.htm
- f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,
- g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this SOLICITATION.

### READ AND ACKNOWLEDGE ON THE SIGNATURE FORM ATTACHED

IFB NO.: **850-0812-22** 

## COUNTY OF SOLANO INVITATION FOR BID (IFB) NUMBER: 850-0812-22 CHIP SPREADER BCAT MODEL: TANDEM 8-16 CHIPBER, OR FOLIVALES

BEARCAT MODEL: TANDEM 8-16 CHIPPER, OR EQUIVALENT

### **SOLANO COUNTY RESERVATIONS**

### COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:

The County of Solano reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended bid award will be determined to be the most professionally and technically able to render services and perform associated work in support of the department to fulfill all contract requirements.

### **Right of Rejection**

- 1. The County reserves the right to reject any and all bids, or to cancel this SOLICITATION in part or in its entirety.
- 2. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.
- 3. The County reserves the right to amend this SOLICITATION at any time. The County also reserves the right to cancel or reissue the SOLICITATION at its sole discretion.
- 4. Any bid received which does not meet the requirements of this SOLICITATION, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this SOLICITATION.
- 5. To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
- 6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.
- 7. To reject any and all proposals considered not to be in the best interest of the County.
- 8. To waive any and all minor irregularities in bids.
- 9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

READ AND ACKNOWLEDGE ON THE SIGNATURE FORM ATTACHED

IFB NO.: **850-0812-22** 

**ATTACHMENT 7** 

## COUNTY OF SOLANO INVITATION FOR BID (IFB) NUMBER: 850-0812-22 CHIP SPREADER

**BEARCAT MODEL: TANDEM 8-16 CHIPPER, OR EQUIVALENT** 

### **DECLARATION OF LOCAL BUSINESS**

Solano county gives local businesses a preference in formal solicitations of goods and services as set forth in section 22-24 of the Solano county code. in order to qualify for this preference, a business must meet <u>all</u> of the following criteria:

- a valid business license issued from the county or a political subdivision within the county;
   and
- its principal business office, or a satellite office with at least one full-time employee, located in the county.

section 2: Acknowledgement

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as defined in section 22-24 of the Solano county code.

All information submitted is subject to investigation, as well as disclosure to third parties under the California public records act. incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the county's local preference policy. false or dishonest responses will result in rejection of the bid and curtail the declarant's ability to conduct business with the county in the future. it may also result in legal action.

1.	Legal name of the I	ousiness:		
	•	f principal place of busir		
3.	Business license no	umber issued by County	of Solano:	

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration is executed by

READ AND ACKNOWLEDGE ON IFB ATTACHMENT 2, SIGNATURE PAGE

IFB NO.: **850-0812-22** 

### **ATTACHMENT 8**

## COUNTY OF SOLANO INVITATION FOR BID (IFB) NUMBER: 850-0812-22 CHIP SPREADER

**BEARCAT MODEL: TANDEM 8-16 CHIPPER, OR EQUIVALENT** 

### **CHECK LIST**

This Checklist is not comprehensive. it is the proposer's responsibility to ensure compliance with all requirements of this solicitation.	indicate by initialing
Cover letter submitted in letterhead, contain signature, address and validity period	
Table of contents do not exceed 1 page	
Attachment 1 Bid Sheet include proposed Bid Prices, signed and attached	
All Attachments as required by the IFB	
All Certifications as required by the IFB	
Other Documents (Please specify)	
If any, were objections to the County contract submitted on Exhibit I during the period for questions and comments, as detailed in the Solicitation Schedule of Events. The County reserves the right to reject any qualifications or objections to the contract if included in proposer's submittal, if not identified and submitted to the county on Exhibit I. the county responded to Exhibit I inquiries via an amendment to this solicitation document	

### SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name				
Address			Zi	ip:
Contact Name				
Email		Phone		
Fax	Signatur	)		

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### **EXHIBIT C**

### **GENERAL TERMS AND CONDITIONS**

The County Standard Terms and Conditions can be found at <a href="http://solanocounty.com/civicax/filebank/blobdload.aspx?blobid=14636">http://solanocounty.com/civicax/filebank/blobdload.aspx?blobid=14636</a> are incorporated in this RFQ by reference. Bid responses that reference a supplier's own terms and conditions, or provisions will be considered non-responsive and will be rejected

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