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**DEPARTMENT OF GENERAL SERVICES**  
Central Services Division



**SOLANO  
COUNTY**

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

**INVITATION FOR BID (IFB) NUMBER: 065-1108-22  
FOR  
2020 OR NEWER KENWORTH T370 WITH  
4000-GALLON CAPACITY WATER TANK**

**RELEASE DATE: NOVEMBER 8, 2021  
FINAL SUBMISSION DATE: NOVEMBER 22, 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:MFAatmar@solanocounty.com">MFAatmar@solanocounty.com</a>	Farid Atmar, IFB Coordinator <a href="mailto:MFAatmar@solanocounty.com">MFAatmar@solanocounty.com</a>

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 [www.solanocounty.com](http://www.solanocounty.com) . 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 <https://Solanocounty.Bonfirehub.Com> 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."

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## DEPARTMENT OF GENERAL SERVICES

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# SOLANO COUNTY

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**SUBJECT: INVITATION FOR BIDS (IFB) NO.: 065-1108-22  
2020 OR NEWER KENWORTH T370 WITH 4000-GALLON CAPACITY  
WATER TANK**

### 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 <https://solanocounty.bonfirehub.com/login>.

Notice is hereby given that bids MUST be electronically submitted via the Bonfire website <https://solanocounty.bonfirehub.com/login>, or via email to [MFAymar@solanocounty.com](mailto:MFAymar@solanocounty.com) no later than November 22, 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

## 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 **2020 Or Newer Kenworth T370 with 4000-Gallon Capacity Water Tank** as per description/specification outlined in section 3 of this solicitation.
3. See attachment 1, IFB Bid Sheet for complete list of supplies and services the County intends 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 County reserves the right to 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.
7. Bidders shall use Attachment 1, Bid Sheet to quote for the product as per description and specification outlined in section 3 and Attachment 1 (Bid Sheet).
8. Vendor to include a copy of manufacturer's equipment specification sheet, copy of descriptive literature, including any pictures or drawings for the equipment. Failure to comply may render bid unresponsive and may be rejected by the County.
9. Payment will be made after delivery and acceptance of the equipment by the County and the receipt of the invoice
10. 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.
11. 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.
12. Your quote for the product shall remain valid and open for acceptance for a period of ninety (90) days.
13. 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.
14. Bidders shall use Attachment 1, Bid Sheet to quote for the product as per description and specification incorporated in the form and include all information and documents in relation to the IFB.
15. Questions regarding this solicitation shall be posted via the Bonfire website at

<https://solanocounty.bonfirehub.com/login>, or submitted in writing to the IFB Coordinator, email at [MFAymar@solanocounty.com](mailto:MFAymar@solanocounty.com) no later than November 13, 2021, 5:00 PM PST. Response to written questions will be posted on the bonfire website no later than August November 14, 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. Delivery is F.O.B. shipping point (3255 North Texas Street Fairfield, CA 94533). Freight cost must be incorporated into unit price.
3. 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.
4. 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. SPECIFICATION AND DESCRIPTION**

### **2020 OR NEWER KENWORTH T370 WITH 4000 GALLON CAPACITY WATER TANK**

#### **T370 Specifications:**

##### **Paccar PX9 Diesel w/ 300 HP**

10-Speed Manual transmission

14,600lb front and 40,000lb rear axles

Air Brakes

VGT Engine Brake

Aluminum battery box

Aluminum 50-gallon fuel tank, and small D.E.F. tank

A/C, P/S, AM/FM Radio, cruise, stainless mirrors and visor, chrome upright exhaust

Air Driver and Passenger non-suspension bucket seats

White in color

#### **Valew Water Tank Specifications:**

Valew Tank Constructed from HI Tinsel Steel with Internal Baffles and Horizontal Bracing Welded in Accordance with ASTM Welding Practices. Tank also includes a Steel Tube Manifold System and a Steel Sub frame with Reinforced Bracing. Tank capacities can be less than advertised

4000-Gallon Capacity

Centrifugal frame mounted 3" x 4" pump

Air Shift P.T.O. 120%

Independent Air controls

2 rears and 2 fronts and 1 Side spray

(1) 1 ½ hose outlet

(1) ¾ hose bib

**Push block with toolbox**

Anti-siphon loading pipe  
Valew Style Hose Reel  
Suction Plumbing & suction hoses  
Legal lights and mud flaps  
Primer and Painted White in color  
Equipped with over fill protection, for off road use only  
All functions of truck shall be in working order  
Any Damage to truck shall be disclosed to County in bid  
Maintenance records shall be available upon request  
Tires and Brakes must have 50% or more life remaining  
County to schedule an inspection upon approval of Purchase Order  
License and Registration  
Temporary License upon delivery

**General Specifications and Scope of Work**

1. All equipment catalogued by the manufacturer as standard shall be furnished. Prototypes or experimental models will not be accepted. This will include safety and emissions components required by the California Highway Patrol, California Air Resources Board or any other government agency regulating equipment owned and operated by Solano County. Deviation from this requirement will be corrected at the Vendor's expense whenever discovered.
2. Each piece of equipment shall be completely serviced as recommended by the manufacturer and ready for use when delivered to the County. This shall include cleaning and if applicable, fuel tank be at least one-half filled with fuel.
3. The definition of heavy duty as applied to these specifications shall be interpreted to mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production equipment and it shall be able to withstand unusual strain, exposure, temperatures, wear and use.
4. Successful vendors shall furnish the County with a report of sale, weight certificate and other applicable documents, at the time of delivery. The County shall be responsible for ensuring proper registration of the vehicle with the California Department of Motor Vehicles (DMV).
5. Vendor shall include two (2) sets of door/ignition keys to the vehicle; and two (2) sets of keys to any compartment area with separate locking mechanism.
6. Color(s) are as specified on bid form.
7. Entry of vehicle into service may be delayed up to 30 calendar days after the vendor delivers the vehicle to the County. The County will require this delay to prepare the equipment (registration, use approval from DMV if applicable, weight certifications verification; equipment orientation for personnel, install sign/placards, etc.) prior to putting equipment into service. The vendor will be advised in writing as to the actual "in service" date. The actual "in service" date will be the beginning date of the warranty period. All other warranty provisions will be the standard warranty provided to other customers and as specified herein.
8. Variances, if any, from specifications must be listed on the specification sheet in the "Exception to Specification" column in the table of specifications. Also, indicate in the "yes or no" column in the table if line item complies with specification. The County solely reserves the right to

accept or reject any and all exception(s) in whole or in part thereto.

9. The bidder shall indicate on Bid Form (included in solicitation) the offered price(s) for providing all services/commodities proposed, including all services defined in the IFB. The amount bid must specifically record the exact cost amount(s) bid in the appropriate space(s) on Bid Form as required. The bid amount shall detail only the amount(s) proposed as required and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the amount bid. If the bidder fails to specify the cost amount(s) as required, the County may determine the bidder as non-responsive and reject it.
10. The bidder must sign and date the County Bid form. The use of the bidder's own quotation form may render bid response unresponsive and may be rejected by the County.

#### **4. INSTRUCTIONS TO BIDDERS**

1. INFORMED BIDDERS. 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 in part. Any such acceptance, in whole or in part, shall be in the best interest of the County.

5. TERMS OF THE OFFER. 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.

6. BIDDER AGREEMENT TO TERMS AND CONDITIONS. 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.

7. CANCELLATION OF CONTRACT. 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 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.

**9. COMPLIANCE WITH LAWS.** 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.

**11. FORMATION OF CONTRACT.** 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.

**15. SEVERABILITY.** 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.

**16. BID PREPARATION.** 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 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](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.

**20. DEADLINE FOR BID SUBMITTALS.** 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.

**22.** An electronic submission of Bids via Bonfire E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> OR via email to [MFArmar@solanocounty.com](mailto:MFArmar@solanocounty.com) are due no later than November 22, 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 <https://solanocounty.bonfirehub.com/portal/?tab=login> 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 [Purchasing@solanocounty.com](mailto:Purchasing@solanocounty.com) or (707) 784-6320

**23. BID AMENDMENT.** The County shall not accept any amendments, revisions, or alterations to bids after the deadline for submittal.

**24. BID WITHDRAWAL.** 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.

**25. BIDS FOR ADDITIONAL SERVICES.** 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.

**26. BID ERRORS.** 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.

**27. CONFLICT OF INTEREST.** 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.

**30. LICENSURE.** 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.

**32. CONTRACT AWARD.** 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 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.
- 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

COUNTY OF SOLANO  
INVITATION FOR BID (IFB) NO. 065-1108-22  
FOR

**2020 OR NEWER KENWORTH T370 WITH 4000 GALLON CAPACITY WATER TANK**

<b>SUBMIT BID TO</b>		<b>SOLICITATION COORDINATOR</b>		
SOLANO COUNTY VIA THE FOLLOWING EMAIL <a href="mailto:MFATMAR@SOLANOCOUNTY.COM">MFATMAR@SOLANOCOUNTY.COM</a> OR DIGITALLY VIA BONFIRE WEBSITE AT <a href="https://SOLANOCOUNTY.BONFIREHUB.COM">HTTPS://SOLANOCOUNTY.BONFIREHUB.COM</a>		FARID ATMAR, IFB COORDINATOR EMAIL: <a href="mailto:MFATMAR@SOLANOCOUNTY.COM">MFATMAR@SOLANOCOUNTY.COM</a>		
SOLICITATION RELEASE DATE: NOVEMBER 8, 2021		BID SUBMISSION DATE: NOVEMBER 22, 2021 5:00 PM PST		
<b>BIDDER / OFFEROR INFORMATION</b>				
<b>FIRM / COMPANY NAME:</b>				
<b>ADDRESS:</b>				
<b>CONTACT PERSON:</b>				
<b>EMAIL ADDRESS:</b>				
<b>PHONE AND FAX:</b>				
BID ON THIS SHEET IN THE SPACES PROVIDED BELOW.				
<b>SUPPLY /SERVICES /SCHEDULE</b>				
QTY	UNIT	DESCRIPTION / SPECIFICATION	UNIT PRICE	TOTAL PRICE
1	EA	<b>2020 OR NEWER KENWORTH T370 WITH 4000 GALLON CAPACITY WATER TANK</b> AS PER SPECIFICATION/DESCRIPTION PROVIDED IN SECTION 3 OF THIS IFB AND DESCRIBED IN THE PAGE 2 OF THIS BID SHEET.		
		SHIPPING/DELIVERY COST		
		OTHER COST. PLEASE SPECIFY		
<b>Variances</b> , if any, from specifications must be listed on the specification sheet in the "Exception to Specification" column in the table of specifications. Also, indicate in the "yes or no" column in the table if line item complies with specification. The County solely reserves the right to accept or reject any and all exception(s) in whole or in part thereto.				
<b>TERMS AND CONDITION</b>			SUBTOTAL	-
DELIVERY TERM	AS SPECIFIED IN THE IFB DOCUMENT		DISCOUNT BY (%) OR AMOUNT	
DELIVERY ADDRESS	AS SPECIFIED IN THE IFB DOCUMENT		OTHER COST, SPECIFY	
DELIVERY DATE	AS SPECIFIED IN THE IFB DOCUMENT		SALES TAX	
BID VALIDITY (DAYS)	90 DAYS FROM BID SUBMISSION DATE		EXTENDED TOTAL COST	
LOCAL VENDOR	YES <input type="checkbox"/> NO <input type="checkbox"/>			
IMPORTANT NOTE: PLEASE READ THE IFB DOCUMENTS ENTIRELY				
<b>ACKNOWLEDGMENT: THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ABOVE ARTICLE(S) AT THE PRICES AND TERMS STATED SUBJECT TO THE INSTRUCTIONS AND CONDITIONS OF THIS SOLICITATION.</b>				
<b>CONTACT NAME:</b>		<b>SIGNATURE:</b>	<b>DATE:</b>	
NOTE: PLEASE FILL IN THE FORM WITH THE REQUIRED INFORMATION, PRINT, SIGN AND SUBMIT ALONG WITH YOUR BID DOCUMENTS				

**FARID ATMAR, IFB COORDINATOR**

ATTACHMENT 1 PAGE 2 OF 2- BID SHEET  
**COUNTY OF SOLANO**  
**INVITATION FOR BID (IFB) NUMBER: 065-1108-22**  
**FOR**  
**2020 OR NEWER KENWORTH T370 WITH 4000-GALLON CAPACITY WATER TANK**

Indicate Yes or No. All "No's" Require A Remark in the Comment Column.

Description / Specification	Yes/No	Comment
<b>T370 Specifications:</b>		
<b>Paccar PX9 Diesel w/ 300 HP</b>		
10-Speed Manual transmission		
14,600lb front and 40,000lb rear axles		
Air Brakes		
VGT Engine Brake		
Aluminum battery box		
Aluminum 50-gallon fuel tank, and small D.E.F. tank		
A/C, P/S, AM/FM Radio, cruise, stainless mirrors and visor,		
chrome upright exhaust		
Air Driver and Passenger non-suspension bucket seats		
White in color		
<b>Valew Water Tank Specifications:</b>		
Valew Tank Constructed from HI Tinsel Steel with Internal Baffles and Horizontal Bracing Welded in Accordance with ASTM Welding Practices. Tank also includes a Steel Tube Manifold System and a Steel Sub frame with Reinforced Bracing. Tank capacities can be less than advertised		
4000-Gallon Capacity		
Centrifugal frame mounted 3" x 4" pump		
Air Shift P.T.O. 120%		
Independent Air controls		
2 rears and 2 fronts and 1 Side spray		
(1) 1 ½ hose outlet		
(2) ¾ hose bib		
Push block with toolbox		
Anti-siphon loading pipe		
Valew Style Hose Reel		
Suction Plumbing & suction hoses		
Legal lights and mud flaps		
Primer and Painted White in color		
Equipped with over fill protection, for off road use only		
All functions of truck shall be in working order		
Any Damage to truck shall be disclosed to County in bid		
Maintenance records shall be available upon request		
County to schedule an inspection upon approval of Purchase Order		
Tires and Brakes must have 50% or more life remaining		
License and Registration		
Temporary License upon delivery		
"Exception to Specification if any:		
Company/Firm Name		
Address		Zip:
Contact Name		
Email		Phone
Fax	Signature	

**COUNTY OF SOLANO  
INVITATION FOR BID (IFB) NUMBER: 065-1108-22  
FOR  
2020 OR NEWER KENWORTH T370 WITH  
4000-GALLON CAPACITY WATER TANK**

**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.**

**COUNTY OF SOLANO  
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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 [MFAtmar@solanocounty.com](mailto:MFAtmar@solanocounty.com) or submit via Bonfire website.
- 4.
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		Signature	

**COUNTY OF SOLANO  
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**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**



**COUNTY OF SOLANO  
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**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**

**COUNTY OF SOLANO  
INVITATION FOR BID (IFB) NUMBER: 065-1108-22  
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**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**

**COUNTY OF SOLANO  
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**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 all 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 business: \_\_\_\_\_
2. Physical address of principal place of business or satellite office with at least one employee: street: \_\_\_\_\_ city: \_\_\_\_\_ state: \_\_\_\_\_  
zip: \_\_\_\_\_
3. Business license number 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**

**COUNTY OF SOLANO  
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**CHECK LIST**

<b>This Checklist is not comprehensive. it is the proposer's responsibility to ensure compliance with all requirements of this solicitation.</b>	<b>indicate by initialing</b>
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		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**GENERAL TERMS AND CONDITIONS**

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