

# **COUNTY of EL DORADO**

Procurement & Contracts

PURCHASE ORDER NO.

P0201404150

DATE	REQUISITION NO.	TYPE	BLANKET PO#	PAGE	DELIVERY DATE	EXPIRATION DATE	THIS NUMBER MUST BE ON
09/06/13	P0201404150	DP		1	10/06/13		ALL INVOICES, PACKING LISTS, AND RELATED PAPER WORK.



GCS ENVIRONMENTAL EQUIPMENT
SERVICES, INC.
6000 MORTONO STREET
SACRAMENTO CA 95828

SH-P I

DEPT OF TRANSPORTATION 1121 SHAKORI DRIVE

MEYERS

CA 96150

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LINE QUA	NTITY	UNIT		18. 金色相	DESCRIPTION			UNIT PRI	CE	EXTENDED TOTAL
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002	1.00	EA	TRUCE	ENGIN	WARRANTY E WARRANTY ,000 MILES			1,550.	0000	1,550.00
003	1.00	EA	TRUCK	BASIC	WARRANTY VEHICLE W.,	ARRAN	TY	1,425.	0000	1,425.00
004	1.00	EA	TRANS	MISSIO	WARRANTY N EXTENDED IMITED MIL	WARF		775.	0000	775.00
005	1.00	EA	AUXII	IARY E	WARRANTY NGINE WARR OO HOURS (	ANTY		1,950.	0000	1,950.00

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

SCANNED

SFX

TOTAL

INDEX

SUB-OBJECT

USER CODE

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of the interest of the second purchase of the control of the second purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of the second purchase of

**PURPOSES ONLY** 

(Note: Authorized signature in lieu of Purchasing Agent for purchases less than \$5,000.00)



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GCS ENVIRONMENTAL EQUIPMENT SERVICES, INC. 6000 MORTONO STREET SACRAMENTO CA 95828

DEPT OF TRANSPORTATION 1121 SHAKORI DRIVE

**MEYERS** 

CA 96150

REQUESTOR	F.O.B.	POINT	TERMS	NOTE	CONDI	TIONS	OM	DEVEDOE
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007	1.00 E	PURCH BID : BOS A BOS A INVOI	HASE IN ACCUMENTATION ACCUMENT	04/30/2013 # 08/06/2013 # 08/06/2013 # C CDA-DOT 50 FAIRLANE ACERVILLE, C CONTACT: 80) 642-4900 CENSE REQUIF DENOME REPLACE ATED 04/30/2 PURCHASE ORD FISCAL YEAR 5 AND CONDIT DER 20131537 ERIN BY REFE	COURT CA 95667  RED CRES CO13 DER BEING END. CIONS CRENCE		0001	

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TAX

18,667.66

TOTAL:

273,283.38

VENDOR NUMBER

: 024612

SFX TOTAL SUB-OBJECT USER CODE 273,283.38 306250 82185A 6040

273,283.38

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase the large mitter Countries El Dorado.

PURPOSES ONLY

(Note: Authorized signature in lieu of Purchasing Agent for purchases than \$5 000.00)

**DEPARTMENT COPY** 



# **COUNTY OF EL DORADO Procurement & Contracts**

ATTN: Purchasing Agent 360 Fair Lane Placerville, CA 95667

### **INVITATION TO BID & BID #13-760-059**

DUE: 3:00 PM - April 1, 2013

Sealed Bids must be clearly marked on the outside

of the package with:

"BID #13-760-059, MAILROOM - DO NOT OPEN"

#### **ALL BIDS SUBJECT TO GENERAL CONDITIONS**

#### HIGH SIDE DUMP AIR REGENERATIVE HIGHWAY SWEEPER Addendum i 03/07/2013

The follow changes have been made to the subject bid.

The "Requirement" section on Page eight (8) of this invitation to bid is being amended to omit requirement number four (4) unit delivery date of June 30, 2013.

Please indicate your delivery days after receipt of order on Page thirty-four (34).

Except as herein amended, all other parts and sections of BID #13-760-059 shall remain unchanged and in full force and effect.

> **GCS Environmental Equipment** Services, Inc. 6000 Mortono Street Sacramento, CA 95828 Office (916) 383-1417

3/22/2013

Copies of bids available at http://www.edcgov.us



# COUNTY OF EL DORADO **Procurement & Contracts**

ATTN: Purchasing Agent 360 Fair Lane Placerville, CA 95667

# **INVITATION TO BID & BID #13-760-059**

DUE: 3:00 PM - April 1, 2013

Sealed Bids must be clearly marked on the outside

of the package with:

"BID #13-760-059, MAILROOM DO NOT OPEN"

#### ALL BIDS SUBJECT TO GENERAL TERMS AND CONDITIONS

#### HIGH SIDE DUMP AIR REGENERATIVE HIGHWAY SWEEPER

General: The El Dorado County Procurement & Contracts Division is requesting bids for the purchase of one (1) new high side dump air regenerative highway sweeper, diesel powered truck and power unit, variable height municipal street sweeper with twin gutter brooms and dual steering as listed on the Quotation Schedule on Pages fifteen (15) through thirty-four (34) for use by the Department of Transportation. Unit to be delivered prior to June 30, 2013.

#### **Exhibits:**

Exhibit "A" - Standard Terms and Conditions Exhibit "B" - Federal Funding Provisions

Information: For additional information, contact Rick Blake, Sr. Buyer, at (530) 621-5873 (email rick.blake@edcgov.us). Bidders shall direct all inquiries to the County Procurement and Contracts Division Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Invitation to Bid.

#### ALL BIDS SHALL BE QUOTED FREIGHT PREPAID FOR DESTINATION

Prior to preparing your bid submittal, please note the General Terms and Conditions, instructions to Bidders, Item #3 which states: Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.

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GCS ENVIRONME	wtol Equan	wt Sewas Tre	LAM
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Cooo Mactors	Street		lancy R. Ywkston Pessident CPS
Mailing Address			Print Name & Title of Authorized Agent
Jaccomerto	CA	95828	3/22/2015
City	State	Zip	
(916) 383-1 Phone	1417		Date (916) 383 - 1493 Fax
Phone			Fax
<b>4</b> - <b>6</b> )			
tracyacs &	40L, Car		
E-Mail Address			

Copies of bids available at http://www.edcgov.us

# **Bid Preparation / Submittal Checklist**

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1,1	All required bidder information on Page one (1) of the Invitation to Bid is completed and has the original signature of an authorized agent.
[ 1	Note that erasures, overwrites and the use of correction tape or fluid are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.
1/1	Any categories bid on the Quotation Schedule, Pages fifteen (15) through thirty-four (34), are bid 100% complete.
[ ]	Note any prompt payment discounts available on the Quotation Schedule, Page thirty-four (34).
[1]	Indicate delivery lead times on the Quotation Schedule, Page thirty-four (34).
[1]	A valid California Seller's Permit number is entered on Page eight (8).
[1]	All requirements of Invitation to Bid have been met.
[/]	All Federal Provisions including those in Exhibit "B" of Invitation to Bid have been met, Pages thirty-eight (38) through forty (40).

#### **General Terms and Conditions**

#### Instructions to Bidders:

- (1) Bidders are responsible to see that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline. Late bids will be returned unopened.
- (2) All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the bid form as indicated.
- (3) Erasures, overwrites and use of correction fluid or tape are NOT acceptable. All changes (price, model numbers, part numbers, etc.) must be lined out and corrections inserted adjacent to and initialed by the bidder's authorized representative.
- (4) Vendor is required to quote "NEW" equipment, material or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated in the Invitation to Bid.
- (5) All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the County Bid Form
- (6) Alternate or incomplete bids will NOT be accepted.
- (7) The County, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.
- (8) If no terms discount is to be offered, the terms portion of the bid form shall state "NET".
- (9) If delivery specified is impossible, bidder must state best delivery available on the bid form. Number of days shall mean calendar days After Receipt of Order (ARO). Bids quoting delivery beyond the requirement may be rejected.
- (10) Bid modifications, corrections, or additions received beyond the bid deadline will NOT be considered.
- (11) Telephone, facsimile, or emailed bids will NOT be accepted.
- (12) Bid prices shall remain firm for a minimum of sixty (60) calendar days from the bid opening unless otherwise indicated on the bid form.
- (13) By submitting a response to this Invitation to Bid, Bidder acknowledges and accepts the County's standard terms and conditions incorporated as Exhibit "A", marked "Standard Terms and Conditions and Federal terms and conditions inclusive of those in Exhibit "B", marked Federal Funding Provisions.
- (14) Any alteration to the Invitation to Bid must be added in addenda form, and must be issued by the County Purchasing Agent.

(15) Protest Procedure: Award of bid will be published on the County's website:

#### http://edcapps.edcgov.us/contracts/bidresults.asp

Bidders have ten (10) business days from the date of the posting to submit a letter of protest to the Purchasing Agent. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, criteria).

#### Brands:

- (1) The use of brand and/or manufacturer names in the bid specification is for descriptive purposes only. Unless otherwise specified, products of comparable quality and performance will be considered.
- (2) Bidders offering other than the referenced brands are to note their brand name and catalog model number on the bid form.

#### Guarantees:

(1) All items purchased shall be guaranteed against defects when used for the purposes for which they were designed for.

#### Taxes:

- (1) Bidders shall NOT include Federal Excise Taxes. An exemption certificate will be furnished to the successful bidder upon request.
- (2) Applicable taxes and fees will be added when the purchase order is issued.

#### Samples:

(1) Samples of items, when required, must be furnished to the County at the bidder's expense. If possible, samples will be returned upon request and at the bidder's expense. Samples of selected items may be retained for comparison.

#### Bonds:

- (1) The County reserves the right to require the successful bidder to provide a performance bond in an amount determined by the County. Unless specifically required on the bid form, a performance bond will NOT be required.
- (2) Certification of the performance bond shall be required following bid award and prior to the release of a purchase order.
- (3) Unless specifically required on the form, bidder's bonds will NOT be required.

#### Award:

(1) Regardless of amount, unless specifically approved by the County Board of Supervisors, award shall be made to the lowest responsive, responsible qualified bidder.

Page 5

- (2) In determining the successful bidder, consideration will be given to quality, delivery, warranty, compatibility with existing equipment, and any other information considered to be in the best interests of the County.
- (3) It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of EL Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.
- (4) In accordance with Board Policy, 5.7.1, effective October 11, 2006, the local vendor preference is 5%. Vendor shall have established a place of business within El Dorado County prior to publication of the call for bids.
- (5) The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate (M/F/H).
- (6) If the bid is on an "All or Nothing" basis, bidder shall so state. The County reserves the right to make awards on individual items of a multiple item bid if deemed to be in the best interest of the County.
- (7) The County reserves the right to reject any and all bids, or to waive any informality or nonsubstantial irregularity in any bid.
- (8) The County reserves the right to purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. Bidder shall also have the right to refuse sale in reduced quantities; in such instances, the award shall go to the next lowest qualified bidder.
- (9) In case of default by vendor, the County may procure the articles or service from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.

# DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION CERTIFICATION, UNITED STATES DEPARTMENT OF TRANSPORTATION(USDOT) 2 CODE OF FEDERAL REGULATIONS (CFR) 1200 FEDERAL AGENCY REGULATIONS FOR GRANTS AND AGREEMENTS AND EXECUTIVE ORDER 12549

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or manager.

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal
  agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Bidder further agrees by submitting this Bid Submittal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where any lower tier participant is unable to certify to this statement, it shall attach an explanation to its proposal to the prime contractor.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid Submittal. Signing this Bid Submittal on the signature portion thereof shall also constitute signature of this Certification.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS INVITATION TO BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS INVITATION TO BID)

# **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The	bidder 6CS ENV NOWNEL-LAL BELIANTE SELVICIS TWE, proposed subcontractor
	, hereby certifies that he has, has not
partici	pated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders
10925	, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office
of Fed	leral Contract Compliance, a Federal Government contracting or administering agency, or the former President's
Comm	ittee on Equal Employment Opportunity, all reports due under the applicable filling requirements.
	•
Note:	The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)
	Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.
Execut	sed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the tive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of cts and subcontracts unless such contractor submits a report covering the delinquent period or such other period by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department or.
	(The remainder of this page intentionally left blank.)

Requirement: Bidders failing to comply with any single requirement will not be considered for the evaluation and award process.

- Bidders <u>must</u> complete the Quotation Schedule on Pages fifteen (15) through thirty-four (34) to be considered for bid evaluation and award. All Items on the specification schedules must have a check mark indicating Yes or No. All marks on the "NO" column shall be fully explained in detail on page thirty (30) labeled "Exceptions to Bid Specifications", page thirty-five (35).
- 2. Bid prices shall remain firm for a minimum of sixty (60) calendar days from the bid opening unless otherwise indicated on the bid Quotation Schedule.
- 3 Bidders shall be required to comply with all Federal provisions including those contained in Exhibit B herein; failure to comply with the Federal provisions will result in disqualification of bid.
- 4 Unit to be delivered prior to June 30, 2013.

<u>Specifications:</u> The specifications on the following pages are the minimum qualifying requirements. Minor deviations from these specifications may be accepted at the sole discretion of the County. Major exceptions, which, in the opinion of the County, affect the function of the high side dump air regenerative highway sweeper, will not be accepted.

<u>California Sales & Use Tax Requirement</u>: Any bidders located outside of the State of California selling goods to the County must possess a valid and current California Seller's Permit at the time of bidding and maintain such permit in good standing throughout the awarded period.

Provide California Seller's Permit Number: 5RKH101-160759

<u>Delivery:</u> Product shall be delivered F.O.B. destination, freight prepaid, on ground or inside delivery, to the following location:

EDC Department of Transportation 2441 Headington Road Placerville, CA 95667

<u>Incomplete and Altered Bids:</u> Incomplete or altered bids, and bids containing items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the County will not be considered.

Terms and Conditions: The County will not consider any terms and conditions other than the terms and conditions contained in the subject bid. Bidders submitting their own terms and conditions will not be considered and will be rejected. Any bid response containing alterations to the General Terms and Conditions or terms and conditions contained in the subject bid, will not be considered and will be rejected.

<u>Merchantability:</u> There shall be an implied warranty of merchantability and fitness of an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

<u>County's Rights</u>: The Purchasing Agent reserves the right to not enter into any agreement, cancel this process at any time, amend this process at any time, or to award more than one contract to the lowest, responsible bidders if it is in the best interest of the County

Returns: The County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee. Product returned shall be in good condition and in the original package (if applicable). Defective product or product under warranty may not always be returned in the original package.

Federal, State, and Local Laws: The successful bidder must operate in conformity with all applicable, federal, state, and local laws. It is the responsibility of the awarded bidder to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible bidder.

Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of bid submittal. Successful bidders may be required to possess a County business license to award bid.

<u>Disadvantaged Business Enterprise (DBE) Participation</u>: The County of El Dorado affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus firms are used when possible.

Nondiscrimination: As a requirement of the use of USDA USFS grant funds, Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.

For the purposes of this Invitation to Bid, and pursuant to the provisions of County's USFS Grant, except as otherwise prohibited by law, the following statement shall be included in full, in any printed material, audiovisual material, or electronic media developed as a result of this Agreement:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC.20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

<u>Compliance:</u> Late, incomplete, incorrect deliveries or excessive back orders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery time frames, or inaccurate or erroneous invoices (as determined by the Purchasing Agent) may be cause for the County to cancel the balance of the awarded blanket purchase order and award will be made to the next lowest bidder. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

Invoices and Payment Terms: Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number; County stock numbers when applicable; product description; and reference to back ordered items. Invoices must be exclusive of product other than bid items. Failure to comply may result in delayed payments.

The County will make payment on a Net thirty-day (30-day) basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

<u>Cost Principles</u>: The Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. as applicable, are the governing factors regarding allowable elements of cost for the Work to be performed under this Contract.

- A. As a requirement of the use of USDA USFS grant funds, Contractor shall comply with all applicable provisions of County's grant funding agreements and related documents with USFS, including the applicable requirements of 7 CFR 3015, 7 CFR 3016, 7 CFR 3018, 7 CFR 3052, and the cost principles of 2 CFR 225 or 48 CFR 31.2, as applicable. Contractor shall include those provisions, if applicable, in any of its agreements for goods or services that affect or are related to the services performed herein and shall ensure that any clauses required by federal or state statutes and executive orders and their implementing regulations are also incorporated.
- B. Any expenditures for costs for which Contractor has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Parts 31 et seq. or 7 CFR, 3016 are subject to repayment by Contractor to County.
- C. Contractor and its subcontractors shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of Contractor and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

Records Examination, Audit & Retention Requirements: Contractor shall maintain and make available to the USFS, the US Department of Agriculture (USDA), the Comptroller General of the United States, the State of California, the California State Auditor, and County or to any of their duly authorized representatives all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the Work or under terms of this Contract. Contractor shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with these special provisions and federal and state requirements. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Contractor's principal place of business in California, for audit during normal business hours at such place of business. Contractor shall provide office space. photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Contract shall also extend to any first-tier subcontractors employed under this Contract. Contractor shall incorporate this provision in any subcontract entered into as a result of this Contract and shall require its subcontractors to agree to cooperate with the above-listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

All of Contractor's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the work or under terms of this Contract shall be retained for access, inspection and/or audit by the USFS, the USDA, the Comptroller General of the United States, County or their duly authorized representatives for at least four (4) years after County's final payment to Contractor and/or the final resolution of any claims under this Contract. Contractor shall incorporate this provision in any subcontract entered into as a result of this Contract.

El Dorado County Web Site Requirements: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

#### http://edcapps.edcgov.us/contracts/invite.asp

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning addenda as required will not be considered and will be rejected as "non-responsive."

<u>Public Agency:</u> It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

Addenda: Addenda to this bid are valid only if in writing and issued by the Procurement & Contracts Division and are required to be acknowledged and returned by participating bidders in order for the bidder to be considered further in the evaluation process. Unless otherwise indicated, those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

<u>Non-Collusion:</u> The bidder certifies that this bid response is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

<u>Conflict of Interest:</u> Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid award been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.

<u>Evaluation</u>: Bids will be evaluated based on meeting or exceeding minimum specifications. Bids submitted on the basis of "All or Nothing" may be rejected. Bid evaluation shall include applicable prompt payment terms discount. If payment cannot be made within the discount period, payment terms shall revert to Net thirty (30) days

Award: The bid may be awarded by grand total to the lowest responsible and responsive bidder complying with the provisions of the Invitation to Bid. In determining whether a bid is lowest and responsive, and the bidder is responsible, the following may be considered by the County: (a) Ability to perform the service required within the specified time; (b) Reputation, judgment and experience; (c) The quality of performance in previous contracts; (d) Previous compliance with laws as well as employment practices; (e) Financial ability to perform the contract; (f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; (g) Ability to provide maintenance and service; (h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; (i) The resale value and life cycle costs of the items; and (j) Such other information as identified in the Purchasing Ordinance having bearing on the decision to make the award. The decision of the County Board of Supervisors shall be final in determining the successful bidder.

Additional Purchases: Following the bid award, the Purchasing Agent may dispense with separate bidding for additional purchases of the same item(s) from the successful bidder within a twelve-month (12-month) period from the initial purchase date provided that the vendor agrees to provide the item(s) at the same price and under the same terms and conditions as the previous award.

<u>Bid Results:</u> The Procurement and Contracts Division does not mail out hard copy letters advising participating bidders of the bid results. For bid results, please visit our website at:

#### http://edcapps.edcgov.us/contracts/bidresults.asp

Bid results will be posted approximately ten (10) to fourteen (14) business days after the bid opening deadline date or when the evaluation is complete.

Bid Submittal: All bidders are advised to read the General Terms and Conditions starting on Page three (3) through five (5) of this invitation to Bid prior to submitting a bid.

Bids must be submitted in a sealed container or envelope clearly marked on the outside:

#### "BID #13-760-059, MAILROOM DO NOT OPEN"

Bids will be accepted Monday through Friday from 8:00 a.m. to 5:00 p.m. Bids must be received in the Procurement & Contracts Division by 3:00 p.m., April 1, 2013:

Mailing/Physical (Fed Ex, UPS, etc.)
EL DORADO COUNTY
PROCUREMENT & CONTRACTS (PURCHASING)
360 FAIR LANE
PLACERVILLE, CA 95667

It is the responsibility of the bidder to assure that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline date and time. Bids received beyond the bid opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Terms and Conditions of this Invitation to Bid, will be rejected.

By submitting a response, bidder acknowledges and accepts the General Terms and Conditions and all terms and conditions contained in this Invitation to Bid.

# **QUOTATION SCHEDULE**

#### HIGH SIDE DUMP AIR REGENERATIVE HIGHWAY SWEEPER

Diesel Powered Truck and Power Unit Variable Height Municipal Street Sweeper with Twin Gutter Brooms & Dual Steering

#### **SPECIFICATIONS**

It is the intent of these specifications to describe a street sweeper in sufficient detail to assure that product reliability, design integrity, technical soundness and sweeping performance is provided. The unit provided shall be new, of current manufacture. All parts not specifically mentioned, which are necessary to provide a complete street sweeper, shall be included in the bid and shall conform in strength and quality of material and workmanship to what is normally provided to the trade in general.

The unit shall be delivered completely assembled, serviced and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during start-up operation to make any adjustments and give instructions to assure proper operation of the sweeper in addition to any specified training in this bid.

The sweeper shall be warranted to be free from defective materials and workmanship for a period of twelve (12) months or 1,000 hours from date of delivery.

The unit bid shall be a diesel powered regenerative air variable height side dump sweeper mounted on a diesel powered truck chassis per the following specifications.

#### **COMPLIANCE TO SPECIFICATIONS**

The bidder shall indicate his compliance by checking "Yes" or for non-compliance by checking "No" for each line item specification. Any space left blank shall be considered non-compliance. Any deviations from the specification, or where submitted literature does not fully support the meeting of the specification, must be clearly cited in writing by the bidder, but no deviation below "minimum" or "no exceptions" specifications will be accepted.

		GENERAL HIGH SIDE DUMP REGENERATIVE AIR SWEEPER
Yes   No	(1)	Sweeper shall conform to all Federal (OSHA) and California State (CAL-OSHA) requirements.
<u> </u>	(2)	Sweeper shall conform to all California Vehicle Code requirements.
<u>/</u>	(3)	Sweeper shall be a new, 2013 model year, unused, currently advertised, standard production truck. The vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature. Extensive dealer modifications, beyond factory standard configuration, will not be accepted.
	(4)	Sweeper shall conform to all California EPA emission requirements.
MANUALS / TR	AINING	3
Yes   No		
	(5)	The bidder shall supply one sweeper operator's and one sweeper parts and service manual in book form and one set on CD with each unit.
	(6)	Manuals for truck chassis, engine and transmission and auxiliary power unit shall also consist of a set of operator's, parts and service manuals in both printed form and on CD for each machine purchased.
<del>-</del> -	(7)	The bidder shall provide initial on-site training on the complete maintenance and operation procedures of sweeper at the county facility where sweeper is stationed. Manufacturer must have scheduled a minimum of 6 training courses per year for convenience of customers, scheduling for additional training at cost.
<u>/</u>	(8)	Bidder shall provide a refresher training on instruction/safety/maintenance procedures within 12 months after delivery, at the site where the sweeper is stationed.
PAINT - COLOF	₹	
Yes   No	(9)	Major components shall be painted with manufacturers standard white paint applied over a suitable rust resistant primer. Pick-up head, gutter brooms, truck frame, lift mechanism, engine frame, chute side panels, storage compartment and water tank frame shall be painted black with rust resistant primer coating.

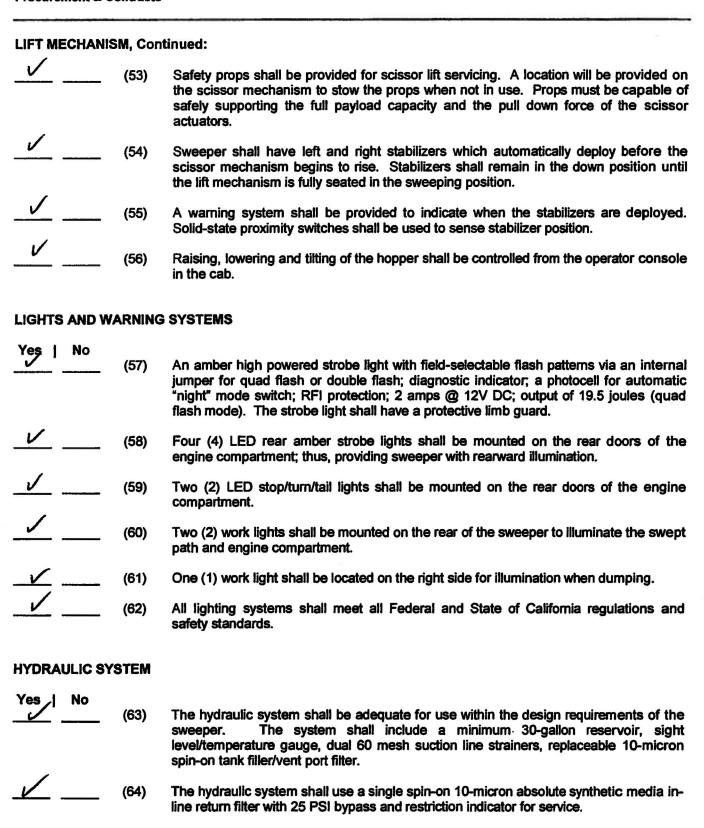
# HIGH SIDE DUMP REGENERATIVE AIR SWEEPER

#### **POWER UNIT**

Yes   No		
<u> </u>	(10)	The Sweeper power unit shall be a John Deere diesel fueled, water-cooled, charge-air-cooled, turbocharged electronic Tier-3 industrial engine. Piston displacement shall not be less than 276 cubic inch developing not less than 115 HP @ 1800 RPM and 355 ft. lbs. torque @ 1500 RPM. Engine shall be 4 cycle, 4.19-inch bore and 5.00-inch stroke.
	(11)	Engine shall use four sandwich mount rubber isolators to attenuate engine vibration, prevent structural compromise and reduce noise.
<u> </u>	(12)	Engine electronics shall use John Deere Extended Feature ECU module and CAN SAE J1939 data link for communication.
<u> </u>	(13)	Engine ECU shall be programmed to provide automatic engine monitoring and shutdown when engine problem is detected such as high coolant temperature or low oil pressure.
<u></u>	(14)	All engine controls shall be located inside cab.
<u> </u>	(15)	Cylinder construction shall be wet sleeve type.
<u> </u>	(16)	Spin-on replacement type oil and fuel filter shall be included.
<u></u>	(17)	The fuel system has a two-stage (2-stage) filter system with water-in-fuel monitoring that will display a warning in the cab of the sweeper.
<u></u>	(18)	Engine shall have a 12-volt ignition, electric starter and minimum 95-amp alternator.
<u> </u>	(19)	Unit shall share a fifty-gallon (50-gallon) fuel tank and batteries with chassis engine
<u> </u>	(20)	Unit shall have a heavy-duty dry type air cleaner with replaceable radial sealed element and safety element.
<u> </u>	(21)	Air cleaner shall have a restriction indicator to signal proper filter service.
<u></u>	(22)	Engine shall be programmed for isochronous governor feature for engine speed control.
	(23)	Engine shall be programmed for isochronous governor feature for engine speed control.
<u> </u>	(24)	Power unit shall be capable of daily and routine service at ground level. Forward mounted power units must incorporate sound and heat reduction materials for operator comfort and must be designed for safe, easy servicing without raising hopper.
	(25)	A heat exchanger assembly will provide adequate cooling for three different systems: engine coolant system, engine intake charge air and hydraulic system oil. It must be modular in design for ease of maintenance with each cooler located side-by-side rather than stacked in series. Air will be circulated through the heat exchanger assembly by a direct drive, engine mounted fan.

DUST SEPARA	TOR	
Yes   No	(26)	Separation of the dirt and refuse from the air stream shall be accomplished within the hopper and by means of an independent multi-pass cylindrical, centrifugal, single chamber dust separator with a minimum size of 28" diameter and 48" width.
	(27)	The separator shall be designed so that it will not plug with normally encountered debris.
<u> </u>	(28)	The dust separator door shall be self-opening and self-emptying when the hopper tilts. The housing shall have a bolt-on abrasion resistant bonded rubber lining material for long life and serviceability.
HOPPER		
Yes   No	(29)	Hopper size shall be approximately five and seven tenths (5.7) cubic yard volumetric measurement with a useable capacity of not less than 4.0 cubic yards.
<u></u>	(30)	Hopper weldment and dump door shall be constructed of non-magnetic stainless steel.
<u> </u>	(31)	When hopper is fully tilted to the dump position, the hopper floor shall have a 50° dump angle.
<u> </u>	(32)	When the hopper is stowed, the hopper floor shall have a 10° slope to assist with clean out and draining.
<u></u>	(33)	Hopper shall discharge debris on the right side as viewed from the rear.
<u> </u>	(34)	The hopper dump height shall be infinitely variable from its lowest point of not higher than thirty-six (36) inches to its highest point of not less than one hundred eighteen (118) inches from tip of discharge chute to the ground with the hopper fully tilted.
<u> </u>	(35)	Hopper door opening shall be a minimum of sixty-eight (68) inches wide by fifty-seven (57) inches tall.
<u> </u>	(36)	Hopper will carry a complete replacement 12 month / 1000 hour warranty against rust-through perforation in any area of the hopper box external and /or internal panels, including both dump doors, and all parts and labor costs.
<u> </u>	(37)	Hopper door shall be hydraulically locking. Hopper door shall have two (2) additional mechanical cam locks on door edge opposite from hinges to assure air and watertight operation.
<u>/</u>	(38)	Hopper shall have a separate discharge chute to project debris into middle of dump container and shall be a minimum of seventy-two (72) inches wide and forty-eight (48) inches long with a minimum reach of twenty-two (22) inches without the need of a side shift. For serviceability, the discharge chute shall have a structural frame and a replaceable stainless steel discharge surface.

HOPPER, Cont	inued:	
	(39)	Hopper shall include a vibratory shaker unit controlled by a switch mounted in the incab operator console.
<u> </u>	(40)	Discharge chute shall have side panels on each side to prevent lateral spillage.
<u>/</u>	(41)	Discharge chute shall use a rubber seal in the lowered position to prevent leakage while dumping.
<u> </u>	(42)	A warning system shall be provided to indicate when the chute is down and when the hopper is tilted. Solid-state proximity switches shall be used to sense chute and hopper position.
	(43)	Hopper shall be maintained airtight through use of rubber seals on all doors and openings.
<u></u>	(44)	Hopper suction inlet shall have a bolt-on replaceable wear resistant liner.
<u> </u>	(45)	The dump door and discharge chute shall be actuated by dual hydraulic cylinders that are attached between the door and chute, independent of the hopper. With the dump door cylinder fully extended, the chute must be capable of floating approximately 45° upward when contacted by a dump container on the bottom side without incurring structural damage to the sweeper.
<u></u>	(46)	The dump door and discharge chute must be capable of being opened fully without tilting hopper to assist with clean out and service.
<u> </u>	(47)	The hopper shall have a two-piece stainless steel screen designed with integral openings for cleaning the hopper above the screen without the use of drop-down screens or access panels.
<u> </u>	(48)	Filters and baffles are not acceptable due to increased cost of replacement and cleaning.
<u> </u>	(49)	A hopper drain shall be integrated into the dump door with a hinged screen for easy cleaning.
LIFT MECHANIS	SM	
Yes   No	(50)	Hopper elevation for dumping shall be accomplished by means of a two-stage scissor lift with a lift capacity of 10,000 lbs.
<u> </u>	(51)	Two (2) double acting hydraulic cylinders shall actuate scissor mechanism with integral counterbalance holding valves. Pilot operated check valves are not acceptable. Holding valves are to be plumbed into the cylinders via steel lines; hydraulic hoses are not acceptable between the holding valve manifold(s) and the cylinder ports.
<u> </u>	(52)	All pivots on the lift mechanism shall utilize self-lubricated bearings and require no grease fittings.



HUDRA	ULIC SY	STEM,	Continued:
<u>/</u>		(65)	The hydraulic tank shall also incorporate an oil temperature sensor to automatically disable the blower if the tank oil approaches an unsafe operating level.
V		(66)	Hydraulic tank shall include shut-off valves for filter only servicing without loss of tank oil.
		(67)	The hydraulic system shall use high quality hydraulic cylinders, gutter broom drive motors, stackable control valves, cartridge relief valves, check valves, sequence valves and pressure compensated flow control valves.
		(68)	The hydraulic system oil cooler shall be integrated in the heat exchanger assembly located in the power unit.
<u></u>		(69)	The hoses and fittings shall be adequate for operational pressures and parameters.
AUXILI	ARY HYD	DRAULI	C SYSTEM
Yes	No	(70)	The sweeper shall be supplied with an electric powered hydraulic pump to serve as a temporary system pump for lowering and Raising hopper and activating the sweeper components without the need to start the power unit.
<u>/</u>		(71)	The pump shall be rated with a minimum flow of 1.2 GPM at 2400 PSI.
BLOWE	R		
Yes	No .	(72)	The blower shall be driven using a fixed displacement heavy-duty hydraulic motor, or heavy duty 5 groove belt.
	<del></del>	(73)	The blower motor shall use a flexible coupling to drive the sweeper blower for efficiency, noise reduction and ease of service, or driven via belt directly from power unit engine pulley with safety guard cover.
	····	(74)	Blower motor shall use a sensor to provide blower RPM reading inside cab for operator control.
<u>v</u>		(75)	Blower shall be heavy duty, wear resistant, turbine type open face constructed of high strength cast aluminum alloy and computer balanced within 4 grams to create air pressure and suction.
<u>/</u> .		(76)	Blower wheel shall be covered with wear resistant rubber for long life.
<u></u>		(77)	Blower shall be mounted on self-aligning anti-friction bearings, sealed and lubricated for life. If bearings are not sealed and lubricated for life, then an automatic lube system must be furnished.
<u> </u>		(78)	Blower housing shall be of design with adjustable spring-loaded pivot housing-to-hopper seal to ensure long seal life.

<b>BLOWER</b> , Cont	inued:	
<u></u>	(79)	Blower shall be replaceable.
	(80)	Blower housing shall be lined with a bolt-in wear resistant, replaceable rubber liner for long life.
<u> </u>	(81)	Blower not to exceed 3000 RPM to insure smooth, safe and efficient performance.
<u> </u>	(82)	The blower shall be inoperable during any portion of the dump sequence, including deployed stabilizers, opened dump door or raised/tilted hopper to prevent exposing personnel to a rotating blower and to eliminate flying debris.
PICK-UP HEAD	– POW	ER BROOM ASSIST
Yes   No	(83)	A spring balanced all steel fabricated pick-up head with MINIMUM length of 87" and width of 36"" shall be provided. Total pick-up head to pavement coverage area minimum of 3,240 square inches.
<u> </u>	(84)	The pick-up head shall have a separate upper and lower chamber where pressurized air is blasted from upper chamber through an elongated blast orifice to street surface.
<u> </u>	(85)	Blast orifice flange shall be stainless steel bolt-on design so that flange is easily replaced and shall have adjustment mechanism so that blast orifice gap is easily adjusted without removing pick-up head from sweeper. Blast orifice flange must also be replaceable with an optional rubber assembly in the same manner without retrofitting parts.
<u> </u>	(86)	Pick-up head shall have a fourteen-inch (14-inch) diameter (minimum) pressure inlet ring located on left side of pick-up head.
<u></u>	(87)	A fourteen-inch (14-inch) diameter (minimum) pressure hose attached between pick-up head and blower housing shall be provided.
	(88)	A bolt-on pressure inlet ring with turning vanes shall be provided for efficient performance and easy service.
<u></u>	(89)	A twelve-inch (12-inch) diameter (minimum) suction hose, attached to a disconnect transition between the hopper and pick-up head, shall extend down to the right slde of the pick-up head and shall be attached to the pick-up head suction nozzle ring which shall be constructed of 1/4 inch steel.
<u> </u>	(90)	Suction hose shall have a minimum 3/8-inch wall construction for long life.
<u> </u>	(91)	Pick-up head shall be equipped with 2" wide adjustable side mounted integral alloy steel and carbide runners for maximum pick up ability and long life. Skid runners to be warranted for two (2) years / 2,000 hours prorated. Runners shall be symmetrical for optimum life.

PICK-U	P HEAD - P	OWE	R BROOM ASSIST, Continued:
	(	92)	Pick-up head shall be raised and lowered hydraulically by a single switch on the control panel.
	(	93)	Pressure inlet ring shall be equipped with an adjustable pressure relief for optimum leaf and light debris sweeping; control shall be mounted inside cab.
		94)	A broom shall be mounted in the pick-up head and shall be fully enclosed.
	(	95)	Control of broom rotation and positioning shall be accomplished by a single toggle switch located on the control console in the cab.
<u></u>	(	96)	Pick-up head lift cylinder shall be equipped with a pressure switch to automatically turn off the broom function when raising the pick-up head.
	(9	97)	The broom shall be driven hydraulically at 230 RPM. A separate hydraulic circuit will be provided for all broom functions.
	(9	98)	The broom shall be as wide as possible for effective sweeping and twelve-inch (12-inch) minimum in diameter.
V	(9	99)	Broom pattern shall be easily adjustable by mechanisms on the top of pick-up head.
	(	100)	Nominal broom replacement time shall be 20 minutes.
	(	101)	Design of broom suspension shall provide automatic independent adjustment of each broom end to the surface being swept.
	(	102)	Two (2) hydraulic cylinders shall be incorporated to provide positioning and the independent suspension of the broom ends.
	(	103)	Down pressure and broom pattern shall be hydromechanically controlled to provide maximum broom performance and life.
	(1	104)	Reverse pick-up head system shall be furnished to allow unit to back up without damage to the pick-up head.
GUTTEI	R BROOM(S	S)	
Yes	No (1		Dual gutter brooms shall be 43-inch minimum diameter, wire filled vertical digger type for removing debris from gutter area.
<u>v</u>	(1		Gutter brooms shall be variable speed and controlled from operator console inside the cab.
<u> </u>	(1	107)	Gutter brooms shall be hydraulic motor driven and shall be positioned laterally and vertically by one hydraulic cylinder.
	(1	108)	Gutter broom down pressure shall be automatically adjusted to load by a pressure sensing sequence valve inline with gutter broom torque motor.

GUTTER BROOM(S), Continued:			
		(109)	Each gutter broom shall have adjustment for bristle contact pattern and wear.
		(110)	Each gutter broom shall have lateral flexibility to swing rearward 15" when encountering the impact of an immovable object thus avoiding damage to the broom assembly.
		(111)	Each gutter broom shall have a spring adjustment to allow downward compensation for bristle wear and shall be free floating to follow street contour.
		(112)	Each gutter broom shall be held in the up and transit position by use of an electric lock valve attachment. Upward motion of gutter broom shall be regulated by an adjustable flow control valve.
		(113)	Each gutter broom shall be controlled from inside the cab by a single electric toggle switch.
<u>/</u>		(114)	Each gutter broom shall additionally incorporate a hydraulically actuated tilt capability of 27 degrees, remotely controlled from the operator's seat to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).
		(115)	No pneumatic actuation systems for broom lift, hopper lift or pick-up head lift will be accepted.
DUST CONTROL WATER SYSTEM			
Yes	No —	(116)	Water tank shall be 250-gallon capacity and constructed of 100% rustproof materials. Tank shall be slide-in design for easy removal of any other major components.
<u>/</u>		(117)	Water from tank to be filtered by 80 mesh cleanable filter located between tank and water pump. A water shutoff valve shall be provided near the filter to prevent water from draining while servicing the filter strainer.
<u>/</u>		(118)	A belt driven pump delivering minimum of 3.5 GPM with a 1000 PSI system relief pressure and with an electronic solid state liquid level sensor to automatically shut off pump and turn on low water warning lamp when water is depleted.
	<del> </del>	(119)	Hi/low pressure wash down system with self-contained water supply; 50' high pressure, low volume wash down hose, a wand with trigger control and two interchangeable lance lengths of 48" and 36" shall be furnished.
V		(120)	High output water system shall be furnished with nozzles and deflectors strategically located to control extreme dust.
_/_		(121)	Electric solenoid water control valves shall be cab controlled. Spray system shall include spray nozzles to be located as follows: (minimum) 4 in front of pick-up head; 2 for each gutter broom; 2 inside hopper. Water nozzles shall be located on the outside of pick-up head and suction tube for easy inspection and superior dust control.
	•••••	(122)	Water tank shall have anti-siphon/anti-pressure filler neck with air gap.
		(123)	Flexible 25-foot (minimum) long water fill hose with 2½ inch coupling for filling water reservoir and hose storage rack shall be provided. Water fill hose shall include a stainless 100 mesh cleanable filter.

STORAGE COMPARTM
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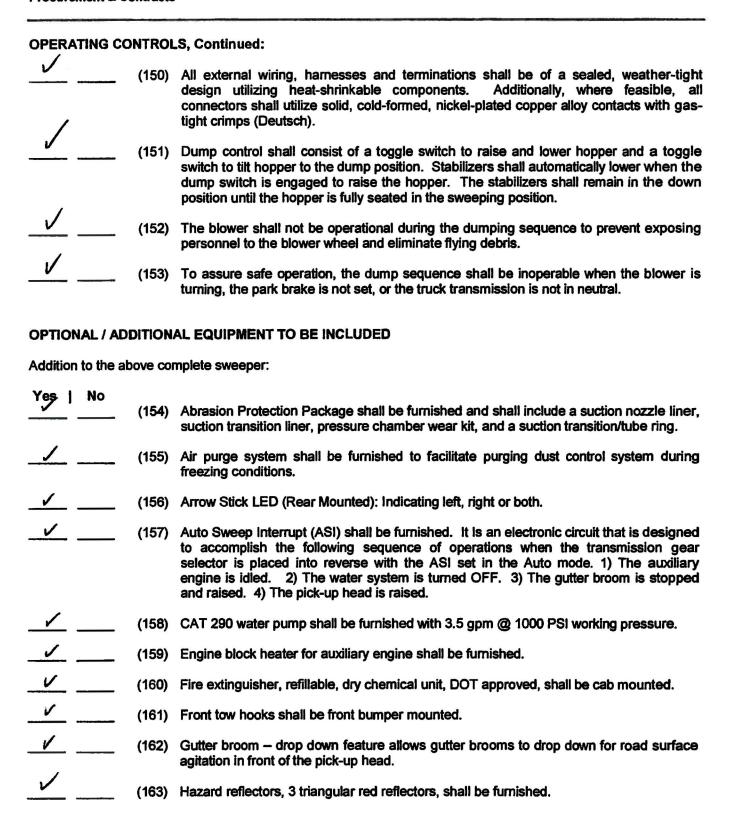
Yes | No
(124) Storage compartment shall be fabricated of welded steel plate and have a total capacity of not less than 4.5 cubic feet and a lockable door.

#### **MAINTENANCE AND SAFETY**

Yes   No	(125)	Power unit shall be located at rear or a-mid-ship of the sweeper for in-cab operator comfort and must be capable of daily and routine service at ground level. Forward mounted power (less than 24" from cab) units must incorporate sound and heat reduction materials for operator comfort and must be designed for safe, easy servicing without raising hopper.
	(126)	Sweeper electrical system shall have LED diagnostics for ease of maintenance and troubleshooting.
<u> </u>	(127)	Safety props shall be provided for scissor lift servicing.
<u> </u>	(128)	All pivots on the lift mechanism shall utilize self-lubricated bearings and require no grease fittings.
<u>/</u>	(129)	The blower shall be inoperable during any portion of the dump sequence, including deployed stabilizers, opened dump door or raised/tilted hopper to prevent exposing personnel to a rotating blower and to eliminate flying debris.
<u> </u>	(130)	To assure safe operation, the dump sequence shall be inoperable when the blower is turning, the park brake is not set, or the truck transmission is not in neutral.
<u> </u>	(131)	Stabilizers shall automatically lower when the dump switch is engaged to raise the hopper. The stabilizers shall remain in the down position until the hopper is fully seated in the sweeping position.
<u> </u>	(132)	The gutter broom design shall not require grease fittings and/or periodic greasing.
<u> </u>	(133)	The hopper shall not require grease fittings and/or periodic greasing.
<del>/</del> —	(134) (135)	
<del></del>	(135)	be furnished.

#### **OPERATING CONTROLS**

Yes   No		
	(136)	All operating controls for sweeper shall be mounted inside truck cab and readily accessible to the operator in either left or right driving position.
<u>~</u> _	(137)	All main electrical systems shall be operated via a multiplexing control system with LED diagnostics and integral solid-state circuit protection.
<u></u>	(138)	A 12VDC fused power source panel for any needed additional electrical components or accessories (i.e. radios, warning lights, controls, etc.) shall be included.
<u>/</u>	(139)	Auxiliary engine controls shall be mounted on console panel.
<u> </u>	(140)	A multi-function multiplex display shall be provided on the console panel to display engine conditions consisting of, but not limited to engine RPM, percent load, engine torque, engine hours, engine oil pressure, coolant temperature, battery voltage, fuel rate, engine fault codes and blower speed.
<u> </u>	(141)	The sweeper console shall incorporate resettable and non-resettable hour meters for the auxiliary engine; left hand, right hand and BAH brooms; pick-up head; and blower for collecting data about sweeping route performance and maintenance.
<u> </u>	(142)	Sweeper controls shall utilize rocker type switches consisting of, but not limited to, left gutter broom and tilt, right gutter broom and tilt, pick-up head, strobe light, water system, hopper lift, hopper tilt, broom assist head, etc.
<u> </u>	(143)	A vacuum enhancement "Leaf Pressure" system shall be controlled by electric switch in the in-cab operator console. Operation of the actuator may be electric or air operated.
<u> </u>	(144)	Standard sweeper control switches will be multiplexed reducing the amount of wires in the control panel. Sweeper control switches will have LED indicator lights to simplify diagnostics.
<u>/</u>	(145)	An indicator light module shall provide visual indicator lights for several sweeper functions and warnings. It shall be multiplexed as well to reduce wiring in control panel.
<u>~</u> _	(146)	Two-speed engine throttle control shall be automatically triggered by blower RPM switch from idle (1100 RPM) to operating (1800 RPM).
<u>/</u>	(147)	Visual indicator lights will Include, but not limited to, dust suppression water pump, low water, discharge chute down, stabilizer down, minimum dump height, hopper tilted, pick-up head down, etc.
	(148)	Audible alarm shall sound to indicate the following conditions: auxiliary engine shutdown warning, brake not set or transmission not in neutral with stabilizers down or with discharge chute down.
<del></del>	(149)	All dual operator controls for right side and left side driving positions will function in the event of engine power failure, i.e., Steering, brakes, and electrical controls for lights and wipers.



OPTIONAL /	ADDITION	AL EQUIPMENT TO BE INCLUDED, Continued:
<u> </u>	_ (164)	Hopper load indicator shall be provided with audible and visual indicators in cab that signals full load by weight.
<u>/</u>	_ (165)	Hose reel, automatic, with 50' retractable hose for wash-down system shall be mounted on the right side of the unit.
	_ (166)	Hydrant wrench shall be furnished.
<u> </u>	_ (167)	Hydraulic tank heater shall be provided to allow users in colder climates to preheat the hydraulic oil to approximately 60-70 degrees F. by plugging into 120 volt outlet. Shall be rated at 1000W @ 120V.
Addition to the	e above co	mplete sweeper:
<u> </u>	_ (168)	Low Emission Package shall be provided to be Rule 1186 compliant.
<u> </u>	_ (169)	Pick-up head front curtain lifter shall be furnished to provide the pick-up head the ability to sweep large volumes of light debris such as leaves, grass, paper, etc. without causing excessive debris accumulation at the pick-up head inlet. It shall be hydraulically controlled with a switch within the cab of the sweeper.
	_ (170)	Spare tire and wheel to match tires and wheels on truck shall be furnished.
<u>/</u>	_ (171)	Paint: standard white to match chassis with rust resistant primer.
<u> </u>	_ (172)	Storage compartment (additional) shall be mounted on the left side of the unit.
<u> </u>	_ (173)	Sweeper deluge system shall be mounted in the hopper with a water fill hose quick coupler for connection to a fire hydrant. Also included in the system is a pick-up head cleanout system with a water fill hose quick coupler for connection to a fire hydrant.
<u> </u>	(174)	Front Spray bar with four nozzles controlled by separate on/off switch in control console.
<u> </u>	(175)	Two additional water nozzles on each gutter broom with separate on/off switch in control console.
<u> </u>	(176)	Pick-up head additional water nozzles two each side with separate on/off switch in control console.
<u> </u>	(177)	Truck engine exhaust brake.
<u> </u>	(178)	Hydrostatic drive system shall have 4 year / unlimited hours Warranty.
<u>/</u>	_ (179)	Covered warranty repairs will be made to the sweeper components and auxiliary engine at the county facility or at field job site at no additional cost. If repairs cannot be made by field service, and sweeper is drivable, the selling vendor will pickup and deliver the sweeper from and to the county yard at no additional cost.

# OPTIONAL / ADDITIONAL EQUIPMENT TO BE INCLUDED, Continued:

(180) The sweeper truck engine, chassis and drive train, include provided with a 5 year / 8100 hour (engine hour) towing warms vehicle be undriveable / unsafe due to mechanical failure concentrated warranty on any /all of these components. Must concentrate approved service center per the extended warranty to warranty approved service center per the extended warranty to (181) In the event of the sweeper becoming disabled for any warranty to be understood to be understood to the sweeper of a like the county roads until such time as our unit is returned. Concentrated to the county roads until such time as our unit is returned. Concentrated to the county roads until such time as our unit is returned. Concentrated and agreed to at brooms and wear skids etc., only.	anty coverage should the vered by any warranty of vered by any warranty of ver towing to the nearest wing coverage.  Tantable reason for more the selling vendor will, and the type and size to sweep ests incurred on a loaned the time of such use, for
than 5 business days within the first 12 months after delivery, no rental cost provide the county with a loaner sweeper of a lik the county roads until such time as our unit is returned. Co machine for wear items would be negotiated and agreed to at	the selling vendor will, a se type and size to sweep ests incurred on a loaned the time of such use, for
,	
(182) Documentation shall be provided in bid package on all exte provided no exceptions.	nded warranty coverage
(183) Back-Up/Rear view Camera and Monitor with 5 inch LCD scree	en will be provided.
(184) Truck Engine Block Heater.	
(185) Brake Air Dryer System with auto-purge system.	
(186) Truck air hom in addition to electric horns standard on truck.	
(187) Pick-Up Head water blast system 0-5 GPM with on/off switch to System will assist in heavy mud removal and washing of pick broom, blast orifice, suction hose and inlet to hopper and loos to dumping.	k-up head, pick-up head
(188) An additional Stainless Steel Hopper Chip Seal Screen shall be Stainless Steel Hopper Screen.	e provided with standard
(189) LED tail/stop/marker lights shall be provided.	
CHASSIS	
(INTERNATIONAL 4300-DT 466 IN CURRENT PRODUCTION, NO EXCE	:PTIONS)
Yes No  (190) Chassis/cab shall be conventional with a tilt hood. Frame to steel rails (80,000 PSI). Gross vehicle weight rating to be not Curb weight with cab, fuel, water, oil and tires shall be a Standard truck cab enclosed and equipped with tinted safety gindividual, adjustable, high back air seats with lumbar suppor (Sliding windows not acceptable.)	less than 33,000 GVW. pproximately 9,000 lbs. glass all around and two

# **WARRANTY (Standard, not including Extended Options)**

Warranty will start on in-service date as reported by the County of El Dorado.

valve on main tank.

(Warranty coverage is 100% parts and labor unless otherwise noted as provided by chassis manufacturer.)

Yes   No		
	(191)	Total chassis coverage is 24-months/unlimited mileage.
	(192)	Engine (diesel) coverage is 36-months/150,000 miles.
<u></u>	(193)	Drive train coverage is 24-months/unlimited mileage.
	(194)	Frame coverage is 60-months/unlimited mileage.
<u></u>	(195)	Cab corrosion coverage is 60-months/unlimited mileage.
WHEELBASE		
Yes   No		
<u></u>	(196)	Shall be minimum 152" and shall provide approximately 84" between back of cab and center of rear axle for proper load distribution.
	(197)	Special frame drilling.
AXLES		
Yes   No		
<u> </u>	(198)	Front axle to be minimum of 10,000 lbs. with suspension of 10,000 lbs.
<u> </u>	(199)	Rear axle shall be 23,000 lbs. Two speed with a ratio of 6.14/8.38 Suspension shall be Hendrickson Air (HAS 230) 23,500 lbs. capacity, 9.5 ride height with shock absorbers.
STEERING		
Yes   No		
<u> </u>	(200)	Dual operator controlled integral power steering with cruise control, tilt and dual gauge package.
<u> </u>	(201)	Diameter of steering wheel will be minimum eighteen inches (18").
<u> </u>	(202)	Turning radius minimum left and right 22.6 feet.
BRAKES		
Yes   No	(203)	Service brakes to be full air with 13.2 cfm air compressor.

(204) Air tank drain valve, twist type. Body builder modification to include cable pull drain

BRAKES, Cont	tinued:	
<u> </u>	(205)	Front brakes shall be 15" x 4".
<u>/</u>	(206)	Rear brakes shall be 16½" x 7".
<u>/</u>	(207)	Shall have automatic slack adjusters front and rear.
<u></u>	(208)	Parking brakes shall be spring actuated, double diaphragm, 30" MGM Chambers air chambers, with warning light.
<u></u>	(209)	4-Channel anti-lock brake system shall be provided.
CAB		
Yes   No	(210)	Cab shall have in-dash chassis manufacturer's factory installed air conditioner for operator safety and comfort with a fresh air filter. After market air conditioners are unacceptable.
<del></del>	(211)	Cab to have individual driver and passenger air, high back adjustable seats with lumbar support.
<u> </u>	(212)	Tinted glass shall be provided.
	(213)	Dual sun visors, coat hook, storage pocket on driver door, cigar lighter, electric horn, electric windshield washer and 2-speed electric wipers with intermittent wiper switch shall be provided.
<u>/</u>	(214)	Chassis shall be equipped with fresh air heater, defroster, dual rectangular mirrors powered and heated with thermostatic control and LED clearance lights, and two 12" diameter parabolic mirrors.
<u> </u>	(215)	AM/FM stereo radio with CD player, Weather band and clock shall be provided.
<u>/</u>	(216)	Instrument panel shall be flat.
ELECTRICAL		
Yes   No		
	(217)	Shall consist of two, multiple beam halogen headlights with dash beam indicator, daytime running lights, instrument panel, taillights, stop lights, front and rear turn signals, and self canceling signal switch, equipped for heavy-duty transistorized or digital four way flasher unit. Taillights, stop lights and signal lamps may be in combination.
<u></u>	(218)	Shall have two 12volt (1850 CCA minimum total) maintenance free batteries.
<u>/</u>	(219)	Shall have a 110 amp alternator (minimum).

ENGINE		
Yes   No	(220)	Shall be DT -466 turbocharged and air-to-air intercooled diesel with a minimum 230 HP at 2600 RPM.
	(221)	Dual element dry type air cleaner with restriction indicator dash mounted.
<u>/</u>	(222)	Automatic glow plug with indicator light shall be supplied.
<u>/</u>	(223)	Automatic shut down/over temperature protection engine coolant.
	(224)	Remote engine control wiring shall be supplied.
	(225)	Engine requiring DEF fluid to meet the 010 emission standards not acceptable.
	(226)	Exhaust shall be horizontal; vertical exhaust not acceptable due to increased wheel base and increased turning radius.
FUEL		
Yes   No	(227)	A 50 gallon (minimum) steel tank shall be supplied and shall supply fuel to both engines.
TIRES AND WHE	ELS	
Yes   No	(228)	Heavy duty first line quality tubeless tires to be minimum 11R x 22.5, fourteen-ply (14-ply) rating with duals in rear for adequately carrying full load of sweeper and maximum
<u> </u>	(229)	stability. Wheels to be ten (10) hole disc 22.5 x 8.25 DC.
TRANSMISSION		
Yes   No	(230)	Shall be heavy duty Allison 2500 RDS-P wide ratio, electronic, five-speed forward, one reverse, automatic, with PTO provision.
<u> </u>	(231)	Reverse back-up alarm mounted to the rear of chassis and meeting all applicable regulations.
EXTENDED WARRANTY OPTIONAL COVERAGE PLANS		
All warranties to	carry a	a \$0 cost deductible.
Yes   No	(232)	\$ 1,550, = Truck Engine Extended Warranty 5 Years / 150,000 Miles / 5,400 Hours.

EXTENDED WARRANTY OPTIONAL COVERAGE PLANS, Continued:		
	(233)	\$ 1,425, Truck Basic Vehicle Warranty 5 years / 150,000 Miles / 5,400 Hours.
	(234)	\$ 195. — Transmission Extended Warranty 5 Years / Unlimited Miles.
<u> </u>	(235)	\$ 1,950. 4 Auxiliary Engine Extended Warranty 5 Years / 5,000 Hours. True 3 of
SERVICE Yes   No	(236)	OPTIONAL; TIER 41 Auxiling Engine Add 4 17,500. plus Tall Tien 4. Auxiling Rugine Entertal Warming Add Vendor shall have a full parts and service facility within a reasonable distance from the County Yards located at:
		Placerville: 2441 Headington Road Placerville, CA 95667
		South Lake Tahoe: 1121 Shakori Drive South Lake Tahoe, CA 96150
		State location and distance:
		Location 600 Moelow St. SAC, C4 95828 Distance 36. Inde PlacewillE
DELIVERY		Location 600 Moetono St. SAC. CA 95528 Distance 36. Imile Placewill 92.1 miles SLT ymel.
Yes/  No	(237)	Shall be F.O.B. to:El Dorado County Dept. of Transportation 2441 Headington Road, Placerville, CA 95667
<u> </u>	(238)	Acceptance shall be subject to the inspection and approval of the County of El Dorado.
REGISTRATION		
Yes No		
	(239)	Successful bidder shall be required to supply and deliver to the County of El Dorado, a State of California issued, "Exempt" license plate for unit purchased. This licensing, requiring at least, a Manufacturer Certificate of Origin, Bill of Sale / Invoice, State of California Department of Motor Vehicles (DMV) verification of Vehicle Identification Number, a certified vehicle weight and other documents as deemed necessary by DMV shall be done by the vendor. Final acceptance of the unit will not be accomplished until this licensing requirement is complete.

Erasures, overwrites and use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.

#### PROMPT PAYMENT DISCOUNT TERMS

Indicate percentage discount for prompt payment. (Note: Discount of less than 2% or with payment terms of less than twenty (20) days will not be accepted and will not be considered for evaluation purposes.)

% Discount if paid within NaT days from date invoice is stamped dated in by Department.

Indicate "Net" if no Prompt Payment Discount Terms are offered

#### DELIVERY

Indicate the number of days after receipt of order (ARO) for delivery: 120/150 Refer to Page six (6), "Delivery," for specific delivery requirements.

2013 THEO Model SOO X Pse Specifications
2014 International 4300 - DT-464 Dec Specifications

Bid # 248, 905. plus TAX

Times R. Pillester GCS BUVIEW MISTER Regulariet

GCS Environmental Equipment Services, inc 6000 Mortono Street Sacramento, CA

95828 Office (916) 383-1417

Erasures, overwrites and use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.

# **EXCEPTIONS TO BID SPECIFICATIONS**

Provide description and recommended replacement make/model, product codes, etc.

Nove	, MES-45 Specifications 100'1.	
T.		

Erasures, overwrites, and the use of correction fluid/tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific Instructions.

#### STATEMENT OF NO RESPONSE

If Vendor is not submitting a response to this BID, RFP, RFI, RFQ, etc., please complete and return this form to: El Dorado County Procurement and Contracts, 330 Fair Lane, Placerville, CA 95667, or fax to (530) 295-2537. Failure to respond to a BID, RFP, RFI, RFQ, etc., or submit a 'Statement of No Response' three (3) times in succession will result in removal from the County's bidders list.

Board of Supervisors Procurement Policy C17, Section 8.2: Removal of a vendor from the bidders list may be for:

- (a) Failure to respond to more than three (3) consecutive formal invitations to bid; or
- (b) Failure to respond responsibly to more than three (3) notices to bid; or
- (c) Failure to perform after an award of a bid; or
- (d) Other reasons that show the bidder to be a non-responsive or non-responsible bidder.

The Purchasing Agent must review and approve the removal of a vendor from the bidders list. The Purchasing Agent shall notify the vendor in writing that said vendor has been removed from the bidders list. Vendors removed from the bidders list shall have an opportunity to request reinstatement at any time, and may submit a bid notwithstanding if they have been removed from the list. The request for reinstatement must be submitted to the Purchasing Agent on such forms as provided by the Purchasing Agent.

Invitation # (BID, RFP, RFI, RFQ, etc.):			
Name of Firm:			
Address:			
Signature:			
Telephone Number: Date:			
The above has declined to submit a bid response for the following reason(s) (please check all that apply):			
We do not offer this commodity and/or service or an equivalent.			
Insufficient time to respond to the RFP.			
Our schedule would not permit us to perform.			
Remarks:			

# Exhibit "A" STANDARD TERMS AND CONDITIONS

By shipping on an order, the Vendor warrants that they have read and are in compliance with these instructions.

- 1. Taxes: County is exempt from payment of Federal Excise Tax; Federal tax should not be included in any prices contained herein.
- Alterations: No alteration in any of the terms, conditions, delivery, price, quantities, specifications or services of this contract will be effective without prior consent of the Purchasing Agent of the County.
- 3. Failure to Deliver: If Vendor fails to deliver an article or service of the quality or quantity, in the manner or within the time called for by this contract: such article or service may be bought from any source by Purchasing Agent and if a greater price than named in the contract be paid for such article or service, the excess price will be charged to and collected from Vendor or sureties on its bond if bond had been required; or, the County may terminate the contract for default; or, the County may return deliveries already made and receive a refund. For any exception to the delivery date as specified on this Purchase Order, the Vendor shall give prior notification and obtain approval thereto from the Purchasing Agent of the County. Failure or refusal of Vendor to perform any work or service or do any act required under this contract shall constitute a default.
- 4. Force Majeure: Vendor shall not be liable for any delay or failure to deliver any or all the goods if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God. The County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for the County to receive the goods. When either Vendor or the County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.
- 5. Proposal, Quotation and Attachments: This contract incorporates by reference on the face of this form, the provisions of any related bid request issued by County, any bid submitted by Vendor, or both. This contract incorporates by reference on the face of this form, the provision of any attachments. Vendor agrees that in the event of conflicting language between this contract and Vendor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the Vendor's terms and conditions attempting to nullify County terms and conditions or to resolve language conflicts in favor of the Vendor's terms and conditions.

#### 6. Warranty:

6.1 Warranty For Goods: Vendor warrants to the County and/or County customers that any and all goods covered by this contract will be new unless otherwise specified and will conform to the drawings, specifications, samples, description and time provisions furnished by the County and will be of first-class material and workmanship and free from defect. In the event of a defect, malfunction or failure of the goods to conform with this warranty, the County shall have the right to require the Vendor to repair or replace the goods without charge within five (5) business days from being notified of the defect. If the Vendor cannot replace the goods and repair either is not commercially practicable or cannot be made within such five (5) business day period, the County shall have the right to require the Vendor to refund the purchase price. Defective goods rejected by the County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by the County for any reason, including, without limitation, the County's acceptance of the goods or the County's failure to notify Vendor thereof. Further, the failure of the County to reasonably specify any defects in rejected goods shall not prevent the County from relying on the defect to establish a breach, even though the Vendor could have cured the defect on proper notification.

- 6.2 Warranty for Services: Vendor warrants to County that any and all materials and equipment furnished under this contract will be new unless otherwise specified and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacement or repairs done by the Vendor. In the event the County elects to have said work performed by the Vendor, the Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County; however, in no event shall such period exceed fifteen (15) calendar days. If the Vendor shall fail or refuse to comply with its obligations under this section, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.
- 7. Termination: At any time and without cause, the County shall have the right, at its sole discretion, to terminate this contract by giving seven (7) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.
- 8. Identification: Purchase Order number must appear on all Invoices, packing lists, shipping notices, instruction manuals, and any correspondence. Invoices must be fully itemized and show date, weights, sizes, quantities, discounts, etc. Render separate invoices for each Purchase Order.
- 9. Cash Discounts: In connection with any cash discount specified in this contract, time will be computed from the date of completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received if the latter date is later than the date of delivery and/or performance. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing of the County warrant or check. Payment shall be made within thirty- (30) days following County's receipt of itemized invoices in triplicate. Payment shall be made at the prices stipulated herein for goods or materials delivered or services rendered and accepted less deductions, if any, as herein provided. Payment on partial deliveries or services may be made whenever amounts due so warrant or when requested by the Vendor and approved by the County.
- Assignment: This contract may not be assigned in whole or in part without the prior written consent of the County.
- 11. Independent Capacity: In the performance of this Purchase Order, agents and employees of the Vendor shall act in an independent capacity and not as officers, employees or agents of the County.
- 12. Indemnity: The Vendor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damages to property or any economic or consequential losses, which are claimed to or in any way arise out of, or connected with the Vendor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Vendor and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Vendor to indemnify and save County hamless includes the duties to defend set forth in California Civil Code Section 2778.

- 13. Nondiscrimination: Vendor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.
- 14. Patent Indemnity: The Vendor agrees to hold the County, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this contract, and agrees to defend, at Vendor's sole expense, any and all actions brought against the County or the Vendor because of the unauthorized use of such articles.
- 15. Applicable Law and Forum: This contract shall be construed and interpreted according to the substantive law of the State of California excluding the law of conflicts. Any action to enforce the terms of this contract or for the breach thereof shall be brought and tried in the County of El Dorado.

- 16. Funding: Funds for this Purchase Order are available on a fiscal year basis. Should funds not be available, this Purchase Order shall be cancelled in its entirety.
- 17. Business License: It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95687, telephone (530) 621-5800, for further information.
- 18. <u>Returns</u>: The County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee. Product returned shall be in good condition and in the original package (if applicable). Defective product or product under warranty may not always be returned in the original package.

#### Exhibit B

#### **Federal Funding Provisions**

This purchase is funded with U.S. Department of Agriculture (USDA) – assisted highway funds. Vendor shall comply with all federal provisions as listed below.

The Term "Contractor" used in this Exhibit "B" means one who participates through a contract or subcontract (at any tier) in a USDA-assisted highway program. This includes suppliers.

Eligible Workers: Contractor shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324a). Contractor shall comply with regulations regarding certification and retention of the completed forms.

Inventions and Patent Rights: Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions are hereby included in this Agreement as applicable.

The allocation of rights including patents in inventions shall be determined in accordance with the "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, February 18, 1983) and OMB Circular A-124.

Contractor shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

Copyrights: County may permit copyrighting reports or other Agreement products. If copyrights are permitted, County and USFS shall have the royalty-free non-exclusive and irrevocable right to obtain, reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes:

- (a) The copyright in any work developed under this Agreement; and
- (b) Any rights of copyright to which Contractor purchases ownership with grant support.

This section applies to the copyright in any original work of authorship prepared with grant support. Additionally, if ownership of a copyright or of any of the exclusive rights comprising a copyright is purchased with grant support, this section applies to the purchased copyright or rights. County and the granting agencies reserve a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for government purposes and to authorize others to do so. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. Contractor shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of County or the granting agencies.

Contractor shall incorporate this provision in its federally funded subcontracts, if any, in excess of \$25,000.

Prohibition of Expending County, State, or Federal Funds for Lobbying: Contractor shall comply with the requirements of 7 CFR 3018 regarding restrictions on lobbying. Section 1352, Title 31, United States Code prohibits federal funds from being expended by Contractor or any lower tier subrecipient of a federal-aid contract to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. Certification and disclosure shall be required of all subrecipients at all tiers. Contractor shall ensure that the certification language required by 7 CFR 3018 is included in any of its agreements that affect or are related to the services performed under this Agreement and that all sub subrecipients, if any are authorized herein, certify and disclose accordingly.

Contracting with Small and Minority Firms and Women's Business Enterprises: It is a national policy to award a fair share of contracts to small and minority business firms. County is strongly committed to the objectives of this policy and encourages all Contractors to take affirmative steps to ensure such fairness.

- 1. Contractor shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.
- 2. Affirmative steps shall include:
  - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises;
  - (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
  - (f) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in 2 (a) through (e) above.

Environmental Compliance: Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency regulations (40 CFR Part 15); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Contractor shall further comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205). Contractor shall also comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Reporting: In order to monitor the progress of projects funded in whole or in part by federal funds, federal agencies rely heavily on inspection data. Inspections by the County shall be performed on a regular basis and data compiled in report form, as necessary, in conformance with 7 CFR 3016 (b). Information to be supplied by Contractor shall be reported to County on an as requested basis.

Any subcontract entered into as a result of this Contract shall contain all of the provisions referenced and/or listed in this section.

Freedom of Information Act (FOIA): Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would be exempted from disclosure pursuant to "Freedom of Information regulations (5 U.S.C 552).

U.S. Forest Service Acknowledged in Publications, Audiovisuals, and Electronic Media: Contractor shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award.