

**COUNTY OF FRESNO**  
**REQUEST FOR QUOTATION**  
**NUMBER: 760-5221**

**ASPHALT PAVING MACHINE**

October 25, 2013

ORG/Requisition: 8911/ 8911420009

PURCHASING USE  
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**IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:**

COUNTY OF FRESNO, Purchasing  
4525 EAST HAMILTON AVENUE, 2<sup>nd</sup> Floor  
FRESNO, CA 93702-4599

**CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON NOVEMBER 28, 2013.**

**QUOTATIONS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.**

Quotations will be opened and publicly read at that time. All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: Craig J. Nickel, e-mail [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us), phone (559) 600-7110, FAX (559) 600-7126.

**GENERAL CONDITIONS:** See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check County of Fresno Purchasing's Open Solicitations website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for RFQ/RFP documents and changes.

**BIDDER TO COMPLETE**

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED QUOTATION SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP's) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule.

1. Complete delivery will be made within \_\_\_\_\_ calendar days after receipt of Order.
2. A cash discount \_\_\_\_\_ % \_\_\_\_\_ days will apply.

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

( ) \_\_\_\_\_

( ) \_\_\_\_\_

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS \_\_\_\_\_

SIGNED BY \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

# COUNTY OF FRESNO PURCHASING

## STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

### GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary

point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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### 5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

### 6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

### 7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

### 8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

### 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the

vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

### 11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

### 12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

### 13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

### 14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

### 15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

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### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) business days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all

subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - o fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - o violation of a federal or state antitrust statute;
  - o embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - o false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless

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encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

## BIDDING INSTRUCTIONS

### HEAVY EQUIPMENT

The County of Fresno is soliciting bids for one Asphalt Paver, Screed and Pickup Machine as specified with this Request for Quotation.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does** apply to this Request for Quotation.

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

**ISSUING AGENT:** This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

**AUTHORIZED CONTACT:** All communication regarding this RFQ shall be directed to an authorized representative of the County's Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**VENDOR CONFERENCE:** On November 14, 2013 at 10:00 a.m., a vendor's conference will be held in which the scope of the project and quotation requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. An addendum to the RFQ will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

**Bidders are to contact Craig J. Nickel at County of Fresno Purchasing, (559) 600-7110, if they are planning to attend the conference.**

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds

discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFQ will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to County Purchasing at least five (5) County business days prior to the Request for Quotation closing date. Questions must be directed to the attention of the buyer identified on page one.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, CA 93702 or faxed to (559) 600-7126. If faxing, the bidder must confirm receipt by phone ((559) 600-7110), within one-half (½) hour of transmission.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**NUMBER OF COPIES:** Submit **one (1) original and two (2) copies** of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy is to be identical to the original, including all supporting documentation (i.e. literature, brochures, reports, schedules, specifications, drawings etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**AWARD:** The County of Fresno reserves the right to reject any and all bids or alternate bids as is in the best interest of the County. Consideration will be given in comparing quotations and in awarding a contract, not only to the amount of the quotations, but also the kind and quality of the equipment offered, its suitability for use in the service intended, as well as the lowest ultimate cost to the County. Time required for delivery is important and may influence the award. Award will be made to the Vendor(s) offering equipment, price, service, delivery and support deemed to be to the best advantage of the County of Fresno. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

**FIRM QUOTATION:** All quotations shall remain firm for at least 90 days.

**NON-FUNDING CLAUSE:** Funds provided for equipment supplied under the terms of this bid are contingent on the approval of the appropriating government agency. Should sufficient funds not be allocated, the equipment or the amount of equipment to be supplied may be modified or terminated at any time.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**QUOTATION REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**AMERINET:** The County of Fresno is a member of the Amerinet Group Purchasing Organization.

**BIDDERS' LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all equipment and services offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, specifications or stipulations of the RFQ with which you CAN NOT or WILL NOT comply. Exceptions to items contained in the **SPECIFICATIONS/REQUIREMENTS** Section of this RFQ shall be stated in the bidder's response to that section. All other exceptions shall be stated under a separate section of the bidder's response to this RFQ. Such section shall be entitled "**EXCEPTIONS**".

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

**CONFLICT OF INTEREST:** The County shall not Contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.



3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the Contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.

No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

**INVOICING:** All invoices are to be delivered in duplicate to the ordering department. Each invoice shall reference the Purchase Order/Contract number. The Contractor shall obtain the "Invoice to" address when receiving the order.

**PAYMENT:** The bidder agrees to provide equipment and other requirements as stated in this Request for Quotation. The County of Fresno agrees to pay bidder at the terms and conditions stated in the Request for Quotation.

Payment will be withheld until complete delivery is made by the Vendor and such delivery is accepted by County as being complete and satisfactory.

Partial payment may or may not be acceptable to the County of Fresno. Should partial payment be made by the County of Fresno, a percentage of the agreement amount shall be held until all terms and conditions of the Request for Quotations are satisfied.

**PAYMENT TERMS:** Payment terms are Net forty-five (45) days except when bidder offers an acceptable cash discount. The payment period shall be computed from the date that County makes final acceptance of the equipment or from date of receipt of invoice, whichever is latest. Invoices must be submitted as stated in the Purchase Order/Contract.

**QUANTITIES:** Quantities shown in the Quotation Schedule are thought to accurately represent County's current requirements. However, County reserves the right to increase or decrease such quantities. County guarantees no minimum amount.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social

Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

#### **INSURANCE:**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

##### **A. Commercial General Liability**

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

##### **B. Automobile Liability**

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

##### **C. Professional Liability**

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

**D. Worker's Compensation**

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Fleet Services, 4551 E. Hamilton Ave., Fresno, CA 93702, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**DISPUTE RESOLUTION:** The ensuing Purchase Order/Contract shall be governed by the laws of the state of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**TERMINATION:** The County reserves the right to terminate any resulting Purchase Order/Contract upon written notice.

**DEFAULT:** In case of default by the selected bidder, the County may procure the equipment and or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**ASSIGNMENTS:** The ensuing Purchase Order/Contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**ASSURANCES:** Any contract awarded under this RFQ must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**F.O.B. DESTINATION:** All bids are to be quoted F.O.B. County of Fresno Equipment Division, 4551 East Hamilton Avenue, Fresno, California 93702.

**DELIVERY:** Prompt delivery is essential. Failure to furnish delivery as promised will constitute a breach of agreement and the County of Fresno may procure items in accordance with the General Conditions of this RFQ.

**ALTERNATES MAY BE ACCEPTED:** The County reserves the right to permit deviations from the specifications if an article offered is substantially in accord with the specifications and is deemed by the County to be satisfactory for its intended use as an article fully meeting specifications. The County will be the sole judge in the determination of acceptable deviations. Unless exceptions are noted by bidder, the article offered will be assumed to be in accord with specifications.

**OPERATOR TRAINING:** If required, successful bidder will arrange training for an operator selected from the staff of the County of Fresno. This training is to cover basic theory, proper operations and maintenance of the unit being installed. All cost of class instruction to be borne by the bidder.

**MECHANIC TRAINING:** The successful bidder(s) may be required to make available maintenance mechanic training classes. The County of Fresno will assume responsibility for travel and lodging expenses.

**MAINTENANCE:** The successful bidder shall provide all tools or minor equipment specifically required to maintain equipment supplied. Bidder shall list any special oils, additives, or other lubricants needed for maintenance of equipment supplied.

**LITERATURE:** Bidders quotation shall include literature which fully describes unit(s) on which they are bidding. Any and all literature submitted must be stamped with bidder's name and address.

**EQUIPMENT MANUALS:** The successful bidder shall provide the following at or before the time of delivery of equipment:

- A. Three (3) operator's manual for each unit.
- B. One (1) complete service and repair manual, including engine per unit.

Manuals to be supplied at time of delivery. Delivery will not be considered complete and formal acceptance of equipment will not be issued until all manuals are received by the appropriate County representative.

**REPAIRS WHILE UNDER WARRANTY:** All shipping charges, mileage, charges for servicemen, parts, and labor required shall be included under warranty.

**SAFETY/EQUIPMENT STANDARDS:** Equipment must be furnished with all protection devices in accordance with the requirements of CALIFORNIA-OSHA.

**TRIAL PERIOD:** The vendor agrees to furnish any item of equipment he is offering in this Request for Quotation, at no cost to the County of Fresno, for a trial period to demonstrate its compatibility with County needs. Trial period not to exceed thirty (30) days.

**DEMONSTRATION:** Upon request by the County of Fresno, bidder shall provide a demonstration unit for a period of time not to exceed ten (10) calendar days. Failure to provide a demonstration within fifteen (15) working days of the County's request may be cause for rejection of bidder's offer. Such demonstration unit shall be of the same make, model and year of that being offered and be equipped accordingly.

**BIDDER TO COMPLETE:****WARRANTY & SERVICE:**

State the warranty and/or guarantee provisions applicable to the equipment offered. Describe the vendors, specific warranty coverage(s), limitation(s), and contact person and telephone number.

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State the specific location where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

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**REPAIRS WHILE UNDER WARRANTY:** All shipping charges, mileage, charges for servicemen, parts and labor required shall be included under warranty.

**SAFETY/EQUIPMENT STANDARDS:** Equipment must be furnished with all protection devices in accordance with the requirements of CALIFORNIA OSHA.

If a repair is unable to be completed in a reasonable period of time, will the vendor supply a loaner piece of equipment to the County Department at no charge? ☐ Yes ☐ No

**BIDDER TO COMPLETE THE FOLLOWING:****PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature)

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Title

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION**

Firm: \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.***



**COUNTY OF FRESNO  
LOCAL VENDOR BID PREFERENCE  
AND  
DISABLED VETERAN BUSINESS ENTERPRISE BID  
PREFERENCE**

The Local Vendor and Disabled Veteran Business Enterprise Preferences apply to this RFQ.

Whenever the Purchasing Agent purchases supplies, materials and/or equipment for the County through the use of competitive bids, the Purchasing Agent, in evaluating the price or bid for such supplies, materials and/or equipment shall determine if each bidder is a Fresno County Local Vendor (FCLV) and/or a Disabled Veteran Business Enterprise (DVBE). Bidders that are either an FCLV or a California State Certified DVBE may be granted a preference when determining the award of a bid. FCLV and DVBE, for the purposes of this section, are defined below.

**A. Fresno County Local Vendor (FCLV)**

1. The vendor has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the Purchasing Agent; and
2. The vendor holds any required business license by a jurisdiction located in Fresno County; and
3. The vendor employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Fresno County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within Fresno County.

**B. Disabled Veteran Business Enterprise (DVBE)**

A vendor must be certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) as of the close of the competitive bid process in which they are participating. State certification as a DVBE is issued by the California Department of General Services.

**Other Conditions**

1. Any vendor claiming to be a FCLV as defined above, or a DVBE shall so certify in writing to the Purchasing Agent. The Purchasing Agent shall not be required to verify the accuracy of any such certifications, and shall have sole discretion to determine if a vendor meets the definition of a FCLV.
2. Any person or business falsely claiming to be a FCLV or DVBE under this section shall be ineligible to transact any business with the County for a period of not less than three (3) months and not more twenty-four (24) months as determined at the sole discretion of the Purchasing Agent. The Purchasing Agent shall also have the right to terminate all or any part of any contract entered into with such person or business.
3. In the event that the Purchasing Agent rejects a vendor's claim that they are a FCLV and/or a DVBE, and as such declares them to be ineligible, such vendor shall be entitled to a public hearing before the Board of Supervisors and a five (5) day notice of the time and place thereof.

4. This section shall not apply to contracts required by state or federal statutes or regulations to be awarded to the lowest responsible bidder or otherwise exempted from local preference.

#### Preferences

FCLVs and DVBEs that submit a bid within five percent (5%) of the lowest responsive and responsible bid will, under certain specified circumstances, qualify to submit a new bid within two County business days of County's notification. Such new bids must be in an amount less than or equal to the lowest responsive and responsible bid previously determined by the Purchasing Agent. If the Purchasing Agent receives new bids from qualifying FCLVs and/or DVBEs, he shall award the contract to the FCLV or DVBE that submits the lowest responsive and responsible bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the Purchasing Agent. The lowest responsive and responsible bid shall be solely determined by the Purchasing Agent.

The Purchasing Agent will consider the following four categories of bidder relative to the Fresno County Local Vendor Preference and the Disabled Veteran Business Enterprise Preference.

#### Vendor Preference Categories

- 1) FCLV – Fresno County Local Vendor as defined above.
- 2) DVBE – Disabled Veteran Business Enterprise as defined above; a DVBE is not also a FCLV unless specifically designated as such.
- 3) FCLV & DVBE – A vendor that is both a Fresno County Local Vendor and Disabled Veteran Business Enterprise as defined above.
- 4) VNP – Vendor No Preference; A vendor that is neither a Fresno County Local Vendor nor a Disabled Veteran Business Enterprise.

The following table identifies the various combinations of vendor preference categories that could be received in response to an RFQ. It also indicates when a vendor qualifies for a re-bid under either the FCLV or DVBE Preference.

The first column of the table identifies the Vendor Preference Category of the bidder that the Purchasing Agent has determined to be the lowest cost, responsive and responsible bidder. Each vendor preference category is shown in the columns to the right. The table indicates when a vendor category qualifies for a re-bid relative to the low bid category in the first column (read left to right).

<b>Low Bid Submitted by Vendor Preference Category</b>	<b>FCLV &amp; DVBE</b>	<b>FCLV</b>	<b>DVBE (Not a FCLV)</b>	<b>VNP</b>
<b>FCLV &amp; DVBE</b> Award to Low Bid No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
<b>VNP</b> Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity
<b>FCLV</b> Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
<b>DVBE</b> (Not a FCLV) Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity

### Applying the Preferences

In determining the award of a Request for Quotation (RFQ), the Purchasing Agent will first identify the lowest cost responsive and responsible bidder, and award will be made to that vendor when such vendor is both a FCLV and a DVBE.

If the lowest such bidder is not an FCLV, it will be determined if the Local Vendor Preference and/or the DVBE Preference are applicable to other bidders. The preferences will then apply to bids submitted by FCLVs and DVBEs that are within 5% of the designated low bid. The vendors submitting bids that are within the 5% will be granted an opportunity to submit a new bid. It must be stressed that in the event of a tie between a FCLV and a DVBE that is not a FCLV, the FCLV shall take precedence in award of the contract. This condition is necessary to remain consistent with Fresno County Charter Section 12 (h), which specifically calls for a preference to local vendors.

When the lowest responsive and responsible bidder is a FCLV, other bidders who are both FCLVs and DVBEs will have the opportunity to re-bid.

When the lowest responsive and responsible bid is from a non-local DVBE, all FCLVs will be offered a re-bid opportunity.

**PREFERENCE CERTIFICATION  
LOCAL VENDOR  
AND/OR  
DISABLED VETERANS BUSINESS ENTERPRISE**

The Fresno County Local Vendor Preference (FCLV) and the Disabled Veteran Business Enterprise Preference (DVBE) are applicable to this Request for Quotation as previously explained.

Qualified Vendors that desire consideration as a FCLV and/or a DVBE under this RFQ must complete the "Statement of Local Vendor Certification" and/or the "Statement of DVBE Certification", each is included below, and submit it/them as a part of their quotation. Late submittals of these certification forms will not be considered. Submission of either or both certifications will qualify the vendor for treatment as a local vendor or a DVBE for purposes of this RFQ only. The certification(s) made under this RFQ do not qualify the vendor for a preference under any other RFQ.

**NOTIFICATION OF RE-BID**

If a vendor's bid qualifies under the Fresno County Local Vendor Preference or the DVBE Preference, the vendor will be notified of his/her opportunity to re-bid. If so notified, the Vendor must submit his/her re-bid within two County business days of notification.

Notification will be issued by e-mail or Fax, whichever is preferred by the vendor. Notification to Vendor shall be considered complete upon County's transmission of e-mail or Fax. It will be the vendor's responsibility to check his/her e-mail or Fax messages for notification. The vendor's delay in retrieval of his/her notification will not alter the two (2) County business day period allowed for re-bid submission.

**FCLV or DVBE TO COMPLETE:**

Indicate ONE method for notification of re-bid opportunity by providing the appropriate e-mail address or Fax number. Submit this document as a part of your quotation.

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E-Mail Address or Fax Number (Identify contact person)

STATEMENT OF LOCAL VENDOR CERTIFICATION  
COUNTY OF FRESNO

Qualified local vendors desiring consideration under the Fresno County Local Vendor Preference must complete the following and submit with their quotation (print or type).

I, \_\_\_\_\_, \_\_\_\_\_  
(individual submitting bid) (title)  
of/for \_\_\_\_\_ Certify that \_\_\_\_\_  
(Company Name) (Company Name)

Is a Fresno County local Vendor as defined within this RFQ and therefore qualifies for the Local Vendor Preference.

\_\_\_\_\_  
 Signature Title Date

\_\_\_\_\_  
 (Print Name)

# STATEMENT OF DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION

Qualified vendors desiring consideration under the Fresno County DVBE Preference must complete the following and submit with their quotation (print or type).

I, \_\_\_\_\_, \_\_\_\_\_  
(individual submitting bid) (title)  
of/for \_\_\_\_\_ Certify that \_\_\_\_\_  
(\*Company Name) (Company Name)

Is a Disabled Veteran Business Enterprise certified by the State of California and therefore qualifies for the DVBE Preference.

State of California DVBE Certification Number:

\_\_\_\_\_  
 Signature Title Date

\_\_\_\_\_  
 (Print Name)

\*Company name on file with the State of California DVBE program.

## EQUIPMENT GENERAL REQUIREMENTS

The equipment supplied shall be new (unused), current model year production and equal in style, quality and appointments to those offered to the general public. The equipment shall be supplied with all accessories as considered standard equipment for make and model specified.

The following referenced documents of record in effect on the date of the Request for Quotation, form a part of the specifications to the extent they are applicable:

Department of Transportation, Federal Highway Administration, Motor Carrier Safety Regulations.

U.S. Environmental Protection Agency - Current Federal Energy Administration. Gas Mileage Guide California.

California Vehicle Code

Federal Motor Vehicle Safety Regulations and Standards

California Division of Industrial Safety

OSHA Standards

Title 19 State Fire Marshall Code Book

Failure on the part of the bidder to comply with all requirements and conditions of the Request for Quotation and this specification may be cause for rejection of bid.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder in the designated places. If no exceptions or deviations are shown the bidder will be required to furnish vehicles exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

Federal Excise Tax Exemption - County of Fresno IRS Registration No. 94-73-03401K.

**MANUFACTURING, MATERIAL AND DESIGN PRACTICES:** It is intended that the manufacturer, in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the vehicle/unit(s) will be subjected. Suspension, wheels, tires, and other parts shall be selected to give maximum performance, service life and safety. All parts, equipment and accessories shall conform in strength, quality of material, and workmanship to recognized industry standards.

**HEAVY DUTY DEFINED:** The term "heavy duty", as used in these specifications, shall mean that the item to which the term is applied shall exceed the quality or capacity supplied with standard production vehicle/unit(s); and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

**SPECIFICATION VARIANCES:** If any of the equipment bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the quotation under a section entitled "EXCEPTIONS" or in the bidder's response to the "SPECIFICATIONS/ REQUIREMENTS" section of this RFQ. The County of Fresno reserves the right to waive minor variations if, in the opinion of the County, the basic unit meets the general intent of these specifications.

### MANUFACTURER'S SPECIFICATIONS:

- a. Complete specifications, published literature and photos or illustrations of unit(s) proposed, shall be furnished with the bid.

- b. Only new models in current production which are catalogued by the manufacturer, and for which printed literature and specifications are available, will be accepted.

**MANUFACTURER'S STANDARD EQUIPMENT:**

- a. All equipment and components listed as standard by the manufacturer for model quoted, shall be furnished, whether or not such items are detailed herein, e.g.: special wrenches, tool kits, jacks, adequate to safely lift the vehicle when loaded to rated capacity, etc. Optional equipment as necessary to meet the following requirements of these specifications shall also be supplied.
- b. Specifications on the following pages are written with the intent to meet all applicable documents, but the final certification to comply shall rest with the vendor and not the County of Fresno. Should requirements as specified not comply, the manufacturer is required to re-figure and revise the specifications to meet all laws, rules and regulations where it applies to items such as the ratings of axles, tires, wheels, brakes, batteries, cooling capacity, etc., and the County of Fresno is to be notified thereof.
- c. Purchaser will not accept any part, component or system which is not an established standard product of the bidding manufacturer. By this is meant that any item or assembly which, relative to the supplying manufacturer's standard line of products, could be described as "first of it's kind", "experimental", "only of it's kind to be built", "especially modified to comply with specifications", "prototype", etc., shall not be acceptable. All parts and components of the system offered and delivered must conform to the manufacturer's standard production or be off-shelf available hardware production item.

**APPLICABLE DOCUMENTS AND CERTIFICATIONS:**

- ☐ Federal Motor Vehicle Safety Standard, Department of Transportation
- ☐ State of California Motor Vehicle Code
- ☐ State of California General Industrial Safety Orders
- ☐ State of California Health and Safety Code, Motor Vehicle Pollution Control
- ☐ California Occupational Safety and Health Act (O.S.H.A.)
- ☐ Society of Automotive Engineering Standards
- ☐ American Society of Mechanical Engineers (A.S.M.E.)
- ☐ E.P.A.

**OPERATIONAL NOISE STANDARD:** The noise level shall be in conformance with standards established by local, state and federal agencies. Each unit delivered may be tested by County personnel for noise level and must meet noise requirements before the unit is accepted.

**PRE-DELIVERY AND INSPECTION:** Prior to delivery, each vehicle shall be completely inspected and serviced by the delivering dealer and/or the manufacturer's pre-delivery service center.

Normally, vehicles will be inspected at dealer's place of business before delivery. Inspection will be made by an authorized representative of the purchasing agency for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all requirements of bid specifications. In the event deficiencies are detected, the vehicle(s) will be rejected and the delivering dealer will be required to make necessary repairs, adjustments or replacement. Alternately, if the vehicle(s) are inspected after delivery and rejected because of deficiencies, it shall be the dealer's responsibility to pick up the vehicle(s), make the necessary corrections and re-deliver the vehicle(s) for re-inspection and acceptance.

**LICENSE:** The original dealer's Report of Sale shall be furnished to the County at the time of delivery of the vehicle(s) before payment can be made.

**GUARANTEE:**

- a. The manufacturer and/or dealer delivering the vehicle/unit(s) against these specifications shall guarantee that they meet the minimum requirements set forth herein. If it is found the equipment delivered does not meet the minimum requirements of these specifications, the manufacturer and/or dealer will be required to correct the same at his expense. Failure of the manufacturer and/or dealer to bring the equipment into full compliance with all requirements set forth in this specification within thirty (30) days of delivery shall constitute cause for rejection of the equipment. In case the equipment is rejected, it shall be removed promptly from the County's premises at the manufacturer's and/or dealer's expense.
- b. In case of default by the supplier, the County of Fresno reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess cost occasioned to the County of Fresno thereby.

**WARRANTY:**

- a. The vehicle manufacturer shall provide a new vehicle warranty F.O.B. Fresno regardless of the method of delivery for each unit.
- b. Vehicle and components shall be guaranteed under standard factory and/or dealer warranty and a copy of the manufacturer's warranty policy shall be delivered with each vehicle.
- c. Warranty time to start when vehicle(s) are placed in operation, not delivery. County shall notify vendor of date operation commences.
- d. The engine and transmission shall be guaranteed under the longest and most comprehensive standard factory warranty proposed for municipal equipment.
- e. The body manufacturer and/or dealer, whichever is primary bidder, shall be solely responsible to guarantee for a period of one (1) year after delivery and acceptance of the entire unit, that the body and appurtenances shall be free from workmanship and material defects. They shall agree to repair or replace all such defective material(s) for workmanship at no cost to the County. The contracting vendor must have service facilities and an adequate supply of service parts available within a reasonable distance from Fresno County.
- f. Bidders must list the nearest factory authorized service representative to be responsible for servicing the complete unit or any part thereof.
- g. If the County of Fresno is required to deliver a unit outside of the immediate Fresno area for warranty work, the vendor shall reimburse the County of Fresno at the current hourly employee rate established by the Auditor-Controller/Treasurer-Tax Collector for pick up and delivery time involved.
- h. The County of Fresno shall be furnished a "no-charge" copy of the work order(s) describing type of repair and parts replaced.

**TRAINING:**

- a. The successful contractor shall provide a qualified, factory authorized service representative to give instructions to the operators and maintenance personnel to assure correct operation of the machines after the vehicle has been readied for service by County personnel.
- b. The amount and time of training to be specified by the County of Fresno.



## SPECIFICATIONS/REQUIREMENTS

The following pages state the specifications and requirements for the equipment covered under this Request for Quotation. Bidders are instructed to respond as instructed below.

- a. Compliance is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "DOES NOT COMPLY" on the line. All non-compliant items must be accompanied by a detailed statement explaining why they fail to meet the stated specification or requirement.

*NOTE:* Merely attaching pre-printed product literature, specifications, etc., does not satisfy the above requirement. As such, it will not exempt the bidder from responding as instructed.

- b. When the specification includes a size or dimensions, the bidder shall also indicate the size or dimensions of that item for the equipment they are quoting.
- c. When a specific brand and model is listed, the bidder shall indicate if he/she is offering the same as stated or an equivalent unit. The vendor must identify the brand(s) and model(s) that is/are being offered as equivalents. Include complete specifications for all equivalents offered. Such specifications should be submitted as attachments to the bidder's quotation.

## SPECIFICATIONS

### ASPHALT PAVING MACHINE

	COMPLY/ NOT COMPLY
<b>ENGINE:</b>	
The shall have a gross power of 168 kW (225 hp) at 2200 rpm.	_____
The engine shall meet U.S. EPA Tier 4 Interim and EU Stage IIIB engine emission standards.	_____
The engine shall be equipped with a diesel particulate filter that traps soot from the exhaust stream. The soot shall be removed through a regeneration process	_____
Passive regeneration shall remove soot during normal operating conditions	_____
Active regeneration shall introduce a small amount of fuel in order to remove soot when levels are elevated	_____
Regeneration shall occur at normal idle periods or during operation and operator intervention is not required	_____
Power de-rating shall not be required up to an altitude of 9,842 ft.	_____
The fuel capacity is 92 gal and shall provide up to 14 hours of operation on a typical job site	_____
The deck-mounted cooling system shall exhaust hot air toward the hopper, away from the operators and ground personnel	_____
The variable-speed fan shall be electronically controlled and hydraulically driven to provide on-demand cooling	_____
Electrical system shall be 24 volts with a 105-Amp alternator	_____
<b>POWERTRAIN AND STEERING:</b>	
The propel system shall be closed-loop, hydrostatically driven	_____
The steering system includes a steering wheel and utilizes electric-over-hydraulic dual-path differential steering	_____
The closed-loop system shall provide straight-line tracking	_____
Three steering modes include pave, travel and maneuver	_____
The friction steering option that is activated though the advisor display shall provide tension to the steering wheel when making turns	_____
The hydrostatic propel system shall utilize dynamic (hydraulic) braking	_____
A secondary braking system shall utilize a spring-applied, hydraulically released system that neutralizes the propel pump	_____
<b>UNDERCARRIAGE:</b>	
The undercarriage shall offer a smooth belt	_____
The undercarriage shall provide two speed ranges. The pave mode shall range from 0-200 feet/min. The travel mode shall range from 0-9 mph	_____

COMPLY/  
NOT COMPLY

The front and rear oscillating bogie designs shall deliver a smooth ride and minimize tow-point movement

A smooth belt with beveled edge shall minimize base disturbance on soft materials

Self-tensioning accumulators shall maintain pressure on the belt in order to maximize performance and optimize reliability

Rubber coated components shall shed asphalt and minimize accumulation

**HYDRAULIC SYSTEM:**

The hydraulic reservoir shall be common to the propel, material handling and auxiliary systems

The four-pump hydraulic drive system shall accommodate the material handling system, eliminating the need for control valves.

The system shall utilize grouped, quick-connect pressure taps

**DUAL OPERATING STATIONS:**

The dual operating stations shall be equipped with tilting consoles and adjustable suspension seats

The tilting consoles shall provide multiple positions.

The seats are multi-positional and shall swing-out beyond the machine frame.

The seats shall include an armrest and a 75 mm (3") wide retractable seat belt.

The steering controls shall move with the operator and remain in the same relative position.

The consoles shall be equipped with replaceable, toggle-type and rocker switches

The cruise control feature shall maintain paving speed in order to match the truck.

When utilizing 2-sensor system, ratio control dials automatically adjust mix flow when changing paving widths.

A screed lock function shall prevent screed settling.

The operator consoles have a lockable vandal cover and the operating deck shall utilize slip-resistant walkway surfaces.

An Advisor display located on the left control console shall include multiple language options.

The Advisor display shall allow the operator to: implement eco-mode, set the automatic engine speed control, calibrate machine components, monitor engine rpms and operating temperatures, determine the required paving speed and tonnage requirements for a particular job, determine performance parameters, and set the screed lower lock function to prevent settling.

**MATERIAL HANDLING SYSTEM:**

The hopper and auger chamber capacity shall be 251 ft3

The truck entry width shall be 11' 7".

An optional power folding front hopper apron shall fold rearward.

The conveyors shall utilize independent drives mounted outboard of the mainframe side plates to minimize the width of the center chain cover.

COMPLY/  
NOT COMPLY

The auger diameter shall be 16", bolt on, cast NI-hard steel hemi-screws with a 12" pitch

The augers shall be driven by two, variable-displacement pumps. The pumps shall drive two, fixed-displacement motors.

Both auger drive chains shall be housed in a single, center chain drive box that allows material to flow underneath.

Control of the augers/conveyors shall be controlled by sonic sensors.

The augers and conveyors shall be reversible.

The ratio of conveyor speed to the maximum auger speed shall be automatically maintained through the controller when changing the speed, width, or depth of paving.

The auger height is hydraulically adjustable with a range of 8.5".

Manual control of the auger and conveyor system is provided at the two main screed control boxes and at each screed extension control box.

**FUMES MANAGEMENT SYSTEM:**

The fumes management system shall direct fumes away from the operator.

The evacuation system shall consist of a hydraulically-driven exhaust fan that draws fumes through ducts at the rear of the paver.

The gas, vapors and fumes shall be vented through the single exhaust stack on the platform.

The system shall include a gauge that measures the proportional air velocity to help identify when the system needs to be cleaned or serviced.

The ventilation system components (collection hoods or shrouds) shall not block or hamper visibility to the auger chamber area.

**ELECTRICAL SYSTEM:**

The 24-volt electrical system shall include a master switch located in the lockable compartment on the left side of the machine.

The system shall be compatible with Cat Electronic Technician.

The system shall be compatible with an automatic machine tracking system.

The electrical supply shall be provided by two, 12-volt maintenance-free batteries.

The electrical system shall utilize automotive-type fuses.

The electrical wiring shall be wrapped in nylon-braid with soldered connection points.

The wires shall be numbered and color-coded for easy recognition. The terminals shall be molded to the wires.

An on-board generator shall provide 25 kW of power at 60 Hz to the electric screed and auxiliary power panel.

The auxiliary panel shall support high intensity discharge lighting systems and power tools.

The auxiliary power panel shall provide 7 kW of power to six, 120-volt receptacles and one 240-volt receptacle.

COMPLY/  
NOT COMPLY**ELECTRICAL CONTROL SYSTEM:**

Shall have a Grade and Slope system that shall be factory integrated and entirely supported.

The system shall be capable of providing complete control with one or two LCD displays.

The display shall offer text-based menus with multiple language options.

The displays shall utilize a durable enclosure for vandal protection. They also shall provide swivel capability for easier viewing from various positions.

The system shall be capable of utilizing sonic or contact sensors.

The sonic sensors are equipped with five sealed transducers. Three readings from each transducer shall be averaged through the screed electronic control module.

The sonic sensor shall utilize a built-in temperature sensor to compensate for temperature variation.

The slope sensor shall provide a range of  $\pm 10$  degrees or 17.6%.

**PAVING RANGES:**

The paver can be equipped with screeds that utilize front-mounted extenders, rear-mounted extenders, or tamper bars.

Maximum paving range for an asphalt screed with rear-mounted extenders shall be 24' 2".

Maximum paving range for an asphalt screed with front-mounted extenders shall be 22'.

Maximum paving range for an asphalt screed with tamper bars shall be 26' 4".

The maximum paving depth shall be 12".

The screeds shall be equipped with electric heat.

**BASIC SPECIFICATIONS:**

Operating weight of the asphalt paver and screed shall be approximately 44,260 lbs, dependent on screed attachment

Operating length with push-roller and asphalt screed with rear-mounted extenders shall be approximately 21' 7".

Transport width with screed end gates and hopper raised shall be approximately 10' 8".

Transport width without screed end gates and hopper raised shall be approximately 9' 10".

Transport height with fumes stack and seat lowered shall be approximately 9' 4".

Truck dump height shall be approximately 23".

The deck height shall be approximately 5' 10".

**MISCELLANEOUS EQUIPMENT:**

Auger and Mainframe Extensions

Auxiliary Power Panel

Cut-Off Shoe

COMPLY/  
NOT COMPLY

Decelerator Pedals

---

Ecological Washdown System and Hose Reel

---

Grade and Slope Controls (must be compatible with current County equipment)

---

Hard Top Canopy

---

Leveling Devices

---

Lights (Working or Rooding)

---

Oscillating Push Roller

---

Power Folding Front Apron

---

Power Mainframe Extensions

---

Product Link

---

Screed Extensions

---

Tow-point Indicators (Upper)

---

Truck Hitch

---

Umbrella

---

Up-time Kit

---

Warning Beacon

---

Wide Width Paving Package

---

Windshield (w/canopy)

---

**Dimensions**

Maximum empty weight 15,500 lbs.

---

Maximum operating height 124"

---

Maximum length 208"

---

Maximum width (wings out) 124"

---

Maximum width (wings in) 102"

---

**Powertrain**

Minimum 114 hp engine

---

Engine must be turbocharged

---

Must have high torque direct drive motor

---

Must meet minimum EPA tier IV interim emission requirements

---

Minimum 50 gallon fuel tank capacity

---

High-torque, direct-drive motor powering conveyor

COMPLY/  
NOT COMPLY

**Material Delivery**

Minimum conveyor throat width 60"

Minimum conveyor slat width 58"

Minimum 24" diameter foot shaft idler

Maximum discharge height of 84"

Minimum 8" front wheel cylinder lift

**Operation Characteristics**

Must be capable of varying conveyor chain speed

Must be capable of multi-directional conveyor chain control

Must have two independent manual hydraulic valves to control height

Must have a minimum two engine kill buttons

**Miscellaneous Equipment**

Remixing discharge hopper

Ni-Hard Floor Plates

Wash down system

Radio Remote Control

Opposite Side Hydraulics

## GUARANTEED REPURCHASE

As a condition of this RFQ the bidder shall offer to repurchase the subject equipment from the County at various milestone hours and years over a period of seven (7) years. Each bidder shall quote his/her repurchase (buy back) prices, for each specified milestone, on the appropriate page of the Quotation Schedule that is included as a part of this RFQ.

The successful Vendor shall provide a faithful performance bond in County's favor. Such bond shall guarantee full payment in the event that the Vendor fails to repurchase the subject equipment at the agreed upon price.

As a condition of award, the successful bidder shall be required to execute the Guaranteed Repurchase Agreement, the form and content of which shall be substantially similar to the draft agreement presented on the following pages of this RFQ. All terms, conditions, requirements of that Guaranteed Repurchase Agreement, upon execution thereof by parties, shall be deemed incorporated into this RFQ and bidder's response thereto.

Also as a condition of award, the successful Vendor shall furnish a faithful performance bond to guarantee the Vendor's performance of its obligation to repurchase any or all items of Equipment at the price specified, as applicable to that milestone. Such performance bond shall be maintained, throughout the entire period specified in the Guaranteed Repurchase Agreement, in an amount not less than the cumulative total of the guaranteed repurchase amount for all Equipment, as specified for each milestone. The amount of the performance bond may be reduced by an appropriate amount, at the Vendor's request and upon the County's written approval, following consummation of the Vendor's repurchase of any item(s) of Equipment, pursuant to the County's option as set forth in the Guaranteed Repurchase Agreement.

Such performance bond shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than B+ or a financial size designation of less than VIII. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

County will consider other than a performance bond as a means of guaranteeing the Vendor's performance of its obligations under the Guaranteed Repurchase Agreement. Such alternate form of guarantee must be submitted as a part of the Vendor's quotation. Should a different form of guarantee be offered, its acceptance shall be subject to approval by various County departments (e.g. County Counsel, Auditor Controller, Department of Public Works etc.). The Vendor will be required to provide the aforementioned Performance Bond if the alternate form of guaranteeing the repurchase is rejected by the County.

1. The terms and provisions of the performance bond to secure the guaranteed repurchase of the Equipment shall be subject to the prior approval of the County, and the Guaranteed Repurchase Agreement and performance bond shall be fully executed prior to and as a condition of award of the contract.



2. Bidders are hereby notified that it is acceptable to County for the performance bond to have a minimum term of three (3) years, with a renewal clause. If the successful bidder chooses this alternative, the requirement to maintain the bond, throughout the entire fifteen (15) year term of the County's repurchase option, must be met by successive renewals of the performance bond. If the successful bidder chooses this alternative, appropriate revisions will be included in the form "Guaranteed Repurchase Agreement" ("GRA"), which is set forth in the RFQ (commencing at page 103 thereof). Those revisions will include the following requirements:
  - A. That the successful vendor shall renew the performance bond for successive terms on or before a specified renewal date, during the year preceding expiration of the performance bond, as set forth in the GRA. (Successive terms of either three years or five years is acceptable to County.)
  - B. Failure of the successful vendor to renew the bond, and provide evidence to County of such renewal, by the specified renewal date, shall constitute a material breach of the GRA, and shall entitle County to performance by the surety under the bond (i.e., repurchase of any item(s) of Equipment at County's election for the full repurchase price calculated in accordance with the GRA), or at County's option regarding any item(s) of Equipment the County desires to retain, to liquidated damages in an amount equal to sixty percent (60%) of the guaranteed repurchase price for such item of Equipment as calculated in accordance with the GRA. (Appropriate provisions consistent with these requirements also shall be included in the performance bond.)

## SAMPLE OF GUARANTEED REPURCHASE AGREEMENT

This Guaranteed Repurchase Agreement is made on \_\_\_\_\_, 2009, by and between the County of Fresno ("County") and (Name of successful bidder) ("Contractor") concerning that certain new (equipment description) purchased by County from Contractor.

It is agreed by and between County and Contractor that County shall have the right, but not the obligation, to require Contractor to repurchase any or all items of Equipment upon the following terms and conditions:

1. Contractor guarantees that Contractor shall repurchase from County, in cash funds (or the equivalent thereof if upon prior written approval of the County), each item of Equipment at the applicable prices indicated on Exhibit 1 to this Agreement, attached hereto and made a part hereof, depending upon the occurrence of the specified passage of time or usage of the Equipment, whichever occurs first, as provided in Exhibit 1 to this Agreement.
2. Subject to Paragraph 1, above, if County desires to have Contractor repurchase one or more item(s) of Equipment pursuant to this Agreement, then County shall provide Contractor written notice of intent to exercise its right to require Contractor to repurchase such item of Equipment pursuant to this Agreement.
3. Subject to Paragraph 5, below, the guaranteed Repurchase Price, as provided in Exhibit 1 to this Agreement, may be reduced by Contractor by the necessary and reasonable cost or expense that Contractor would have to incur in order to repair the item of Equipment so that the item of Equipment is in compliance with the following conditions:
  - a. Minimum of thirty-five percent (35%) remaining tire life, with no missing chunks.
  - b. Sheet metal tin to be free from cracks and welds.
  - c. Glass to be in place and free from cracks.
  - d. Operator platform to be in operating condition with all monitoring devices and gauges in working condition including seat and steering components.
  - e. All power train components to be in operating condition.
  - f. All steering systems and their wear points are to be in operating condition based on hours of use.
  - g. All optional equipment supplied on original invoice to be with unit upon return of unit to Contractor.
  - h. All repairs made to the unit to be performed in accordance with manufacturer specifications.
  - i. Unit to be maintained on Annual Inspection Program, including scheduled oil samples and maintenance record of service performed. Inspection by Contractor personnel will be allowed, upon reasonable request and advance written notice by Contractor. Provided, however, that inspections by Contractor's personnel shall be no more frequent than every three (3) months. Such annual inspections shall be solely at contractor's option and expense.

All repairs needed to meet the requirements listed in subparagraphs 3.a through 3.i, inclusive, will be performed by County or by Contractor at County's expense. However, County and Contractor may adjust the Repurchase Price to allow for non-corrected deficiencies. **It is expressly acknowledged and agreed that any such non-corrected deficiencies may only result in an adjustment of the Repurchase Price, and shall not affect or diminish the obligation of Contractor to repurchase any and all such unit(s), if required by County in accordance with County's right hereunder to exercise its repurchase option with respect thereto.**

4. The functionality and usefulness of the Equipment shall be determined by representatives of both the County and Contractor. If there is a disagreement, then both the County and Contractor will select a neutral party, by mutual agreement, to arbitrate the dispute, subject to the following:
  - a. If an arbitrator is not mutually agreed upon within thirty (30) days following County's mailing of notice of its intent to arbitrate, then the County may initiate arbitration proceedings with the American Arbitration Association ("AAA"), and in such event AAA procedures will govern the selection of the arbitrator.
  - b. At least ten (10) working days prior to the date set for arbitration, each party will submit to the arbitrator, with notice to the other party, its proposed repurchase price for each unit as to which a dispute exists. The arbitrator's jurisdiction will be limited expressly to choosing between one or the other of the proposed repurchase price amounts submitted by the County and Contractor, respectively, for each unit as to which a dispute exists. (Such jurisdiction may encompass the arbitrator's determination as to whether repairs and/or replacements by County under Paragraph 5 brought the item(s) of equipment into compliance with subparagraphs a through j, inclusive, of Paragraph 3 above.)
5. Upon receipt of Notice given by County under Paragraph 2, above, Contractor shall promptly thereafter inspect the item of equipment for compliance with the conditions set forth under subparagraphs a. through j. of Paragraph 3, above. Should Contractor conclude that deficiencies exist he/she shall immediately notify County in writing of such conclusions. Should County not agree that a deficiency exists, then such disagreement shall be resolved in accordance with paragraph 4 above. In the event that both parties agree to deficiencies, then County shall have the option of (1) repairing or replacing such deficiencies at its own cost or (2) allow the Contractor to repurchase the equipment "as is" with a negotiated reduction to the repurchase price.
6. Should County make any repairs or replacements to any item(s) of Equipment pursuant to the provisions of Paragraph 5 above, they shall be made in such a manner so as to bring the item(s) of Equipment in compliance with Paragraph 3, above. If County makes such repairs or replacements, then the guaranteed Repurchase Price, as specified in Exhibit 1 to this Agreement, shall not be altered.
7. Contractor will have the right to inspect all maintenance records on the Equipment during the County's normal business hours.

County will submit oil sample test results to the Contractor upon his/her request. The County will "pull" the samples. Contractor will furnish the sample bottles and perform the tests. Contractor will pay for the actual test, and will share the test results with the County.
8. The conditions specified in this Agreement shall not relieve or diminish any other warranties or guarantees, either express or implied, or obligation to repair given by Contractor to County concerning the Equipment.

9. As required as a condition of award in County's Request for Quotation Number xxxx, Contractor shall furnish a faithful performance bond, acceptable to County, to guarantee Contractor's performance of its obligations hereunder, including the obligation to repurchase any or all items of Equipment at the price specified, in accordance with the applicable milestone as specified in Exhibit 1 hereto.
- a. Such performance bond shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno.
  - b. Such bond shall be maintained continuously in full force and effect, in an amount not less than the cumulative total of the highest guaranteed repurchase amount for each item of Equipment, until repurchase of each item of Equipment has been consummated in accordance with County's option, or such option has expired without its exercise by County within the fifteen (15) year term thereof.
  - c. The amount of the performance bond may be reduced by an appropriate amount, at the Vendor's request and upon the County's written approval, following consummation of the Vendor's repurchase of any item(s) of Equipment, pursuant to the County's option.
  - d. If County accepts an alternative form of security to guarantee performance of Vendor's obligations hereunder, all provisions and requirements of this Agreement referencing the "performance bond" shall be applicable in all respects and with equal force regarding such alternative form of security.
10. Contractor shall not be entitled to assign any right or delegate any duty under this Agreement without the prior written consent of the County. This Agreement may be modified only by a written amendment executed by an authorized representative of both the County and the Contractor.
11. This Agreement shall commence, as to each item of Equipment, on the date that Contractor delivers and County accepts, in writing, such item of Equipment. This Agreement shall continue in full force and effect for each item of Equipment for the entire repurchase period specified in Exhibit 1 to this Agreement. The obligation to repurchase an item of Equipment shall survive the expiration of this Agreement as to each and every item of Equipment for which Notice of the County's intent to exercise its option was given, as provided in Paragraph 2 above, within the fifteen (15) year term of such option.

Contractor and County hereby agree to the terms and conditions of this Agreement by the respective signatures of their duly authorized representatives:

**County of Fresno****Contractor**

By: \_\_\_\_\_  
Purchasing Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Company Name: \_\_\_\_\_

## QUOTATION SCHEDULE

1.a. One (1) New Asphalt Paving Machine, as specified \$ \_\_\_\_\_  
within this Request for Quotation (include all charges).

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Model Year: \_\_\_\_\_

Sales Tax (8.225%) \$ \_\_\_\_\_

**TOTAL – Asphalt Paving Machine** \$ \_\_\_\_\_

Repurchase Agreement Performance Bond \$ \_\_\_\_\_

**Grand Total** \$ \_\_\_\_\_

List below all options and features included with the price stated above:

- a. \_\_\_\_\_  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_  
e. \_\_\_\_\_  
f. \_\_\_\_\_

List and quote prices for all options/accessories not included in the unit price quoted above:

	<u>DESCRIPTION</u>	<u>PART NO.</u>	<u>* PRICE</u>
a.			\$
b.			\$
c.			\$
d.			\$
e.			\$

\*Do not include Sales Tax.

Calls for service must be responded to in a timely manner. The County expects a response within three (3) hours. Please state your response time below.

---

The County desires a delivery date within one hundred and twenty (120) days of receipt of a Purchasing Order or contract. Award of quotation may be effected by delivery dates that are beyond one hundred and twenty (120) days.

Delivery can be made within \_\_\_\_\_ days.

**ASPHALT PAVING MACHINE RE-PURCHASE GUARANTEE AS FOLLOWS:**

		<u>*GUARANTEED REPURCHASE PRICE</u>
Year One		\$ _____
Year Two	=	\$ _____
Year Three	=	\$ _____
Year Four	=	\$ _____
Year Five	=	\$ _____
Year Six	=	\$ _____
Year Seven	=	\$ _____

\* Applicable Sales Tax to be added and paid by buyer; except if purchased for resale and buyer possesses a valid California resale license.

## CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ The Request for Quotation (RFQ) has been signed and completed.
2. \_\_\_\_\_ One (1) original and two (2) copies of the RFQ have been provided.
3. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
4. \_\_\_\_\_ The completed *Reference List* as provided with this RFQ.
5. \_\_\_\_\_ The completed *Form-W-9 (Request for Taxpayer Identification Number and Certification)*.
6. \_\_\_\_\_ The *Quotation Schedule*, as provided with this RFQ, has been completed, priced reviewed for accuracy and any corrections initialed in ink.
7. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. \_\_\_\_\_ *Bidder to Complete* page as provided with this RFQ.
9. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No. <b>760-5221</b>
Closing Date: <b>November 28, 2013</b>
Closing Time: <b>2:00 P.M.</b>
Commodity or Service: <b>Asphalt Paving Machine</b>

**This Checklist does not need to be returned with your bid.**