

COUNTY OF FRESNO
REQUEST FOR QUOTATION
NUMBER: 760-5333

GYRATORY COMPACTOR

February 19, 2015

ORG/Requisition: 4510/ 5101500067

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, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON MARCH 17, 2015.

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

All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: Debbie L. Scharnick, e-mail dscharnick@co.fresno.ca.us,
phone (559) 600-7111.

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 QUOTATIONS (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 stated within this document. 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

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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.

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.

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

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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.

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.

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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:
 - 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;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - 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 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.

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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.

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BIDDING INSTRUCTIONS EQUIPMENT

The County of Fresno is soliciting bids for a Superpave Gyratory Compactor for use in compacting hot mix in accordance with American Association of State Highway Transportation Officials (AASHTO) test methods.

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 County 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 Wednesday February 25, 2015 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), 2nd Floor, Fresno, California. Minutes will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Debbie L. Scharnick at County of Fresno Purchasing, (559) 600-7111, 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 proposal 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 the County Purchasing at least **ten (10)** 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.
- c. 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 (1/2) 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: Award will be made to the vendor(s) offering the equipment deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. 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 ninety (90) days.

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.

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.
5. 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 or 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 Proposal.

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 45 days unless otherwise quoted. 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 or 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.

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, Public Works Roads, Attn: Steve Deis,**

2220 Tulare Street, 6th Floor, Fresno, CA 93721, 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 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 contract upon written notice.

DEFAULT: In case of default by the selected bidder, the County may procure the 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 proposed 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: Bid to be quoted F.O.B. Destination and, where applicable, shall include any and all installation and adjustment fees. Bidder is responsible for said installation and adjustments to the satisfaction of the Department. Delay in delivery and/or installation will be considered a breach of contract. 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.

INSTALLATION: All installation, if required, shall be in accordance with the Manufacturer's specifications and comply with the current uniform building code.

SPECIFICATIONS & EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature which fully describes items that you are bidding.

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.

NOTE: All exceptions (deviations) to the specifications must be noted on the attached specifications sheets. Exceptions listed on a separate sheet will not be acceptable unless appropriately referenced on the attached specification sheets.

LITERATURE: Bidders shall submit literature, which fully describes units on which they are bidding, not later than the opening date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

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.

COMPLETE INSTRUCTIONS MANUAL: Supply manual covering instrumentation, complete instructions for installation, operation, maintenance, testing, and a list of spare parts, including manufacturer's part numbers and wiring diagrams/schematics shall be supplied. Delivery will not be considered complete until such manuals are received by County.

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.

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.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

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.

(Authorized Signature)

Title

WARRANTY

Company Name _____

Submission of the manufacturer's pre-printed warranty does not exclude the bidder from responding to this section.

Bidder shall fully explain the warranty, which covers the equipment being offered. Explanation shall at a minimum include the following:

Company Name: _____

Equipment Type: _____

Brand: _____

Model: _____

- a. What is covered (labor parts, travel, repairs, preventative maintenance, inspection, calibration, etc.).
- b. What is not covered (labor, parts, travel, repairs, preventative maintenance, inspection, calibration, etc.)
- c. Events, actions, etc. that will void warranty.
- d. Warranty period.
- e. Does warranty include preventative maintenance?
- f. Is warranty service limited to specific days and hours?
- g. Who will provide Warranty Service; include name, address, and phone number.
- h. What is the response time for Warranty Service?
- i. Other components of the Warranty.

State the warranty and/or guarantee provisions applicable to the equipment or attach warranty form with your bid

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

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

**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).

Low Bid Submitted by Vendor Preference Category	FCLV & DVBE	FCLV	DVBE (Not a FCLV)	VNP
FCLV & DVBE Award to Low Bid No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
VNP 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
FCLV 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
DVBE (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.

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

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.

SPECIFICATIONS/REQUIREMENTS

The following pages state the specifications and requirements for the equipment covered under this Request for Quotation. Bidders are instructed to indicate their compliance or non-compliance with specification.

The County of Fresno is soliciting bids for a Superpave Gyratory Compactor for use in compacting hot mix in accordance with American Association of State Highway Transportation Officials, (AASHTO) Test Method T-312-14. Additional compliance with American Society of Testing and Materials (ASTM) Test Method D6925-15 is preferable.

This equipment will be used between 100 and 500 times per year mostly during the months between March and September or an average of 250 times per year.

Compliance is to be noted by marking "YES" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NO" on the line. 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. Exceptions may be explained on a separate page entitled "EXCEPTIONS". Each exception must appropriately reference the specification by Page Number, Name and Item Number. The bidder's response to County specifications must be submitted as a part of his/her quotation.

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.

SPECIFICATIONS

GROUP I

Gyratory Compactor:

An electromechanical or electro-hydraulic compactor comprised of the following system components:

- 1) Reaction Frame and Drive Motor:
 - A) The reaction frame shall provide a non-compliant structure against which the vertical loading ram can push when compacting specimens. Reaction bearings shall be capable of creating and firmly maintaining, during the compaction process, an internal angle of 20.2 ± 0.35 mrad ($1.16^\circ \pm 0.02^\circ$). An external angle of gyration of 21.8 ± 0.4 mrad ($1.25^\circ \pm 0.02^\circ$) is an optional requirement.
- 2) Loading System Loading Ram and Pressure Indicator:
 - A) The loading system, ram and pressure indicator shall be capable of providing and measuring a constant vertical pressure of 600 ± 18 kPa during the compaction process.
 - B) The axis of the loading ram shall be perpendicular to the platen of the compactor.
- 3) Recording System for height measurement and number of gyrations:
 - A) The height measurement and recording system shall be capable of measuring and recording the height of the specimen during the compaction process to the nearest 0.1mm. It shall record the height at least once per gyration.
 - B) The system shall record test information, such as specimen heights per gyration. This may be accomplished through data acquisition or printing.
 - C) Equipment shall be capable of storing at least two briquettes of data to be viewed or printed.
 - D) Stored data shall include specimen height of specimen for each gyration, gyration rate and ram pressure.

The rotating base and drive motor shall be designed to permit the specimen mold to gyrate freely on its tilted axis during the compaction. The compactor shall gyrate the specimen molds at a rate of 30.0 ± 0.5 gyrations per minute during compaction.

The system shall comply with AASHTO T312-14. Compliance with ASTM D6925-15 is a preferred option.

150 mm Specimen Molds: Molds shall have steel walls that are at least 7.5 mm thick and are hardened to Rockwell C48 or better. Molds shall have an inside diameter of 149.90 mm to 150.00 mm and be at least 250 mm high. The inside finish of the molds shall be smooth (Root Mean Square (rms) of 1.60 mm or smoother when measured in accordance with ANSI B46.1). They shall include a mold top with a matching diameter.

150 mm Mold Platens and Ram Heads: All mold plates and ram heads shall be fabricated from steel with a minimum Rockwell hardness of C48. The mold plates and ram heads shall be flat. Mold plates and ram heads (if in contact with the HMA specimen) shall have an outside diameter of 149.50 mm to 149.75mm.

100 mm Specimen Molds: Molds shall have steel walls that are at least 7.5 mm thick and are hardened to Rockwell C48 or better. Molds shall have an inside diameter of 99.90 mm to 100.00 mm and be at least 250 mm high. The inside finish of the molds shall be smooth (Root Mean Square (rms) of 1.60 mm or smoother when measured in accordance with ANSI B46.1). They shall include a mold top with a matching diameter.

100 mm Mold Platens and Ram Heads: All mold plates and ram heads shall be fabricated from steel with a minimum Rockwell hardness of C48. The mold plates and ram heads shall be flat. Mold plates and ram heads (if in contact with the HMA specimen) shall have an outside diameter of 99.50 mm to 99.75mm.

Internal Angle Verification Kit: The internal angle verification kit shall dynamically verify the internal angle of gyration with an instrument inserted into the Superpave gyratory compactor (SGC) mold in compliance with AASHTO T344-12. Compliance with ASTM D7115-10 is an optional requirement. The internal angle is measured while a moment is induced on the SGC. The instrument shall be capable of being gyrated inside an SGC mold that induces tilting moments at each end of the SGC while simultaneously measuring the internal angle of gyration.

The internal angle is measured at each end of the mold and averaged to obtain the effective angle of gyration.

The kit shall include an NIST-traceable static angle gauge device machined with one or more known angles to calibrate or verify calibration of the angle measurement instrument. The kit shall also include thin metal plates to protect the SGC mold platens from cosmetic damage.

Software: Any software used to control the compactor must be compatible with Windows 7. It shall be capable of recording the height of the specimen at least once per gyration. It shall be compliant with standard PC hardware.

Ram Changing Tool: Any tools required for changing ram heads or mold platens must be included.

150mm Mold Funnel: The mold funnel shall be compatible with the provided loading scoop and allow material to be placed easily into the 150mm molds.

100mm Mold Funnel: The mold funnel shall be compatible with the provided loading scoop and allow material to be placed easily into the 100mm molds.

Loading Scoop: The loading scoop should be compatible with the mold funnels above and capable of holding an adequate sample of HMA of at least 5,000 grams.

150mm Specimen Extruder: Capable of extruding samples from 150mm molds without distortion of the sample after a suitable cooling period.

100mm Specimen Extruder: Capable of extruding samples from 100mm molds without distortion of the sample after a suitable cooling period.

Cooling Device: A cooling device for cooling samples while ram pressure is applied in the SGC.

Load Cell: Capable of verifying vertical ram pressure in accordance with AASHTO T312-14 (Compliance with ASTM D6925-15 is a preferred option).

Gauge Blocks: The gauge blocks shall be capable of verifying the measurements used by the SGC in accordance with AASHTO T312-14. Compliance with ASTM D6925-15 is a preferred option. The blocks shall have NIST-traceable calibration.

Bore Gauge and Standard: A bore gauge capable of measuring the inside diameter of SGC molds in accordance with Annex A of AASHTO T312-14. The minimum resolution of the gauge shall be 0.0001 inches. The range of measurements shall cover a range large enough to measure both 100mm and 150mm molds, or two different bore gauges shall be provided.

A standard ring used for verifying the dimensions measured by the bore gauge. Shall have a diameter approximately equal to the inside dimension of the 150mm SGC mold. The ring shall have a NIST-traceable calibration of its diameter. A 150mm ANSI/ASME B89.1.6 Class Z (0.00025 in) standard is acceptable for 150mm molds.

An additional standard ring used for verifying the dimensions measured by the bore gauge for the 100mm molds. Shall have a diameter approximately equal to the inside dimension of the 100mm SGC mold.

Splitter and Pans: The splitter shall be a riffle-splitter shall be made of metal, and have at least 8 fixed chutes. The chutes shall have a minimum width of 1-1/2". The splitter shall be capable of splitting a minimum of 15 pounds of hot mix asphalt. At least 4 pans that match the splitter shall be included. The splitter shall comply with the requirements for "Mechanical Splitter Type B" in AASHTO R47-14. The splitter shall be capable of operating at temperatures of up to 230°F.

Stopwatch: The precision stopwatch shall be accurate to 1 second or less. Used for calibrating the gyration frequency of the SGC.

GROUP II

Pans: Flat bottom aluminum pans capable of holding at least 5,000 grams of hot mix asphalt.

150mm Filter Paper: These shall be paper disks suitable for breaking the bond between the hot mix asphalt and the mold platen. They shall be of a diameter just suitable to fit inside the 150mm molds.

100mm Filter Paper: These shall be paper disks suitable for breaking the bond between the hot mix asphalt and the mold platen. They shall be of a diameter just suitable to fit inside the 100mm molds.

Comply/
Not Comply

GROUP I

Superpave Gyratory Compactor (SGC):

A. General

1. Satisfy the requirements of Section 4.1 of AASHTO T312-14. (Section 5.1 of ASTM 6925-15 is an optional requirement) _____
2. The compactor shall have the following system components: a reaction frame, a drive system, a loading system, a loading ram, a pressure indicator, computer software for data acquisition and reporting, and a recording system for height measurement and number of gyrations. _____
3. Designed to gyrate the mold at a constant angle of gyration _____
4. Maintain and internal angle of gyration of $1.16 \pm 0.02^\circ$ as determined by AASHTO T312-14 (may also optionally comply with ASTM D7115-10). _____
5. Capable of gyrating the specimen at a rate of 30.0 ± 0.5 revolutions per minute. _____
6. Capable of gyrating the specimen 250 gyrations. _____
7. Maintain a pressure of 600 ± 18 kPa perpendicular to the cylindrical access of the specimen during compaction. _____
8. Height of the specimen shall be measured to the nearest 0.1mm at least once per gyration. _____
9. The axis of the loading ram shall be perpendicular to the platens of the compactor. _____
10. System shall be capable of stopping at a specified number of gyrations through automatic control _____

Gyratory Compaction Molds (150mm)

1. Molds shall have steel walls at least 7.5mm thick and with a Rockwell hardness of C48. _____
2. Inside finish shall have a root mean square (rms) of $1.60 \mu\text{m}$ or smoother when measured in accordance with ASME B46.1 _____
3. Molds shall have an inside diameter of 149.90 to 150.00mm. Molds shall be at least 250mm in length. These measurements shall be made in accordance with AASHTO T312-14 Annex A. _____
4. Shall include a mold top with a matching diameter. _____

Mold Platen And Ram Heads (150mm)

1. Shall be manufactured from steel and have a minimum Rockwell hardness of C48. _____
2. Shall be flat and have a diameter of 149.50 to 149.75mm. _____

**Comply/
Not Comply****Gyratory Compaction Molds (100mm)**

1. Molds shall have steel walls at least 7.5mm thick and with a Rockwell hardness of C48. _____
2. Inside finish shall have a root mean square (rms) of 1.60µm or smoother when measured in accordance with ASME B46.1. _____
3. Molds shall have an inside diameter of 99.90 to 100.00mm. Molds shall be at least 250mm in length. These measurements shall be made in with a methodology similar to that in AASHTO T312-14 Annex A. _____
4. Shall include a mold top with a matching diameter. _____

Mold Platen and Ram Heads (100mm)

1. Shall be manufactured from steel and have a minimum Rockwell hardness of C48. _____
2. Shall be flat and have a diameter of 99.50 to 99.75mm. _____

Internal Angle Verification Device

1. Capable of dynamically verifying of the internal angle of gyration of the gyratory compactor using the procedures in AASHTO T344-12 and/or ASTM D7115-10. _____
2. Capable of measuring the internal angle with an instrument inserted in the mold. _____
3. The internal angle must be measured at each end of the mold and averaged to obtain the effective internal angle of gyration. _____
4. Shall include a NIST-traceable static angle gauge machined with one or more known angles used to calibrate and verify the calibration of the angle measurement instrument. _____
5. Shall include thin steel plates that protect the mold end plates from cosmetic damage by the contact rings. _____

Software

1. Compatible with Windows 7 _____
2. Capable of recording specimen height at least once per gyration. _____
3. Compliant with standard PC hardware. _____

Ram Changing Tool

1. Will provide any tools necessary to change the ram or mold platens from 150mm to 100mm molds _____

150mm Mold Funnel

1. A suitable funnel for loading samples into the 150mm molds and suitable for use with the loading scoop provided. _____

Comply/
Not Comply

100mm Mold Funnel

1. A suitable funnel for loading samples into the 100mm molds and suitable for use with the loading scoop provided. _____

Load Scoop

1. Suitable for use with the mold funnels above and capable of holding an adequate sample volume for up to 5000 grams of Hot Mix Asphalt. _____

150mm Specimen Extruder

1. Capable of extruding samples from 150mm molds without distortion of the sample after a suitable cooling period. _____

100mm Specimen Extruder

1. Capable of extruding samples from 100mm molds without distortion of the sample after a suitable cooling period. _____

Cooling Device

1. Capable of cooling specimens while ram pressure is applied. _____

Load Cell

1. Capable of verifying vertical ram pressure in accordance with ASTM D6925-15 and/or AASHTO T312-14. _____

Gauge Blocks

1. Capable of verifying vertical measurements in accordance with ASTM D6925-15 and/or AASHTO T312-14. _____

Bore Gauge and Standard

1. Capable of verifying mold measurements in accordance with AASHTO T312-14 Annex A. _____
2. Standard has NIST traceable calibration. _____
3. Shall be a three point bore gauge _____

Splitter

1. Has 8 fixed chutes, at least 1-1/2" wide and capable of splitting at least 15 pounds of hot mix asphalt. _____
2. Has at least 4 matching pans. _____

Stopwatch

1. Precision instrument used to verify gyration frequency. _____

Comply/
Not Comply

GROUP II

Pans

1. Flat aluminum pans capable of holding at least 5,000 grams of hot mix asphalt.

150mm Filter Paper

1. Paper to protect the mold platens and ram.

100mm Filter Paper

1. Paper to protect the mold platens and ram.

QUOTATION SCHEDULE

none; Group II can be bid as some, none, or all items.

GROUP I

UNIT PRICE

1. Superpave Gyratory Compactor	1	EA	\$ _____
Brand: _____			
Model: _____			
2. Gyratory Compaction Molds and Mold Tops (150mm)	12	EA	\$ _____
3. Mold Platens (150mm)	4	EA	\$ _____
4. Ram Head (150mm)	1	EA	\$ _____
5. Gyratory Compaction Molds and Mold Tops (100mm)	12	EA	\$ _____
6. Mold Platens (100mm)	4	EA	\$ _____
7. Ram Head (100mm)	1	EA	\$ _____
8. Internal Angle Verification Device	1	SET	\$ _____
9. Software (for data collection and operation)	1	EA	\$ _____
10. Ram Changing Tool Set	1	SET	\$ _____
11. Mold Funnel (150mm)	1	EA	\$ _____
12. Mold Funnel (100mm)	1	EA	\$ _____
13. Load Scoop	1	EA	\$ _____
14. Specimen Extruder (150mm)	1	EA	\$ _____
15. Specimen Extruder (100mm)	1	EA	\$ _____
16. Cooling Device	1	EA	\$ _____
17. Load Cell	1	EA	\$ _____
18. Gauge Blocks	1	SET	\$ _____
19. Bore Gauge and Standard	1	SET	\$ _____
20. Splitter	1	EA	\$ _____
21. Splitter Pans	4	EA	\$ _____
22. Stopwatch	1	EA	\$ _____
Sales tax (8.225%)			\$ _____
County's standard terms are FOB Destination, if different, state freight charges. This will be applied to the purchase as "FOB Destination, Pre-pay & Add to Invoice".			\$ _____
TOTAL			\$ _____

List below all options, features and associated costs included with the price stated above (Costs are for evaluation purposes only.):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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. _____	_____	\$ _____
TOTAL		\$ _____

*Do not include Sales Tax.

TRAINING

County may or may not decide they need training. If training is requested, it will be for ten (10) people. Enter total cost on this line where indicated, list and detail all associated costs below:

a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____
d. _____	\$ _____
e. _____	\$ _____
f. _____	\$ _____

GROUP II	Approximate Yearly Quantity	Unit of Measure	Unit Price	Extended Price*
1. Aluminum Pans	24	EA	\$ _____	\$ _____
2. 150mm Filter Paper	500	EA	\$ _____	\$ _____
3. 100mm Filter Paper	500	EA	\$ _____	\$ _____
				<u>\$ _____</u>

*Do not include Sales Tax.

Service Agreement, as offered by Bidder under this Request for Quotation.

* Year One	1	EA	\$ _____
* Year Two	1	EA	\$ _____
* Year Three	1	EA	\$ _____
* Year Four	1	EA	\$ _____
* Year Five	1	EA	\$ _____

Total Service Agreement (Including all taxes) \$ _____

* To be paid annually in advance.

Indicate discounts for multiple years pre-payment:

NOTE: Service Agreement to be purchased at County's option.

TOTALS SUMMARY

Group I Total:	\$ _____
Training Total:	\$ _____
Group II Total:	\$ _____
Service Agreement Total:	\$ _____
GRAND TOTAL:	<u><u>\$ _____</u></u>

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. <u>760-5333</u>
Closing Date: <u>March 17, 2015</u>
Closing Time: <u>2:00 P.M.</u>
Commodity or Service: <u>Gyratory Compactor</u>

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