



City of  
**Los Banos**  
*At the Crossroads of California*

CITY OF LOS BANOS  
PUBLIC WORKS DEPARTMENT

**INVITATION FOR SEALED BIDS**

PROPOSAL FOR THE LEASE OF  
ONE (1) NEW 2015/16 MODEL AERIAL TRUCK

City of Los Banos  
Public Works Department  
411 Madison Avenue  
Los Banos, CA 93635  
(209) 827-7056

Mark Fachin P.E.  
Public Works Director/ City Engineer

**The sealed Bid Proposals must be received no later than 2 p.m.**

**Tuesday, February 17, 2015**

**at**

**Los Banos City Hall  
Office of the City Clerk  
520 J Street  
Los Banos, CA 93635**

# INVITATION FOR SEALED BIDS

CITY OF LOS BANOS  
PUBLIC WORKS DEPARTMENT  
411 Madison Avenue  
Los Banos, CA 93635  
(209) 827-7056

NOTICE IS HEREBY GIVEN that the LOS BANOS PUBLIC WORKS DEPARTMENT invites and will receive sealed bids up to the hour of 2:00 P.M. Pacific Standard Time (PST) on **Tuesday, February 17, 2015** for the lease of One (1) 2015/16 Model Aerial Truck with a \$1 buyout at the end of the lease period. At said time, said sealed Bid Proposals will be publicly opened and read aloud in the City of Los Banos Council Chambers by the office of the City Clerk at:

**Los Banos City Hall  
520 "J" Street  
Los Banos, California 93635**

Questions regarding the Bid Documents are to be directed to Dan Bronson, Public Works Fleet Coordinator, by writing or email at [dan.bronson@losbanos.org](mailto:dan.bronson@losbanos.org).

Bid Proposals shall be submitted only on forms provided in the Bid Documents. Bid Proposals shall be in the hands of the City Clerk of the City of Los Banos, 520 J Street, Los Banos, California, 93635 on or before the hour of 2:00 P.M. PST on **Tuesday, February 17, 2015**. No late bids will be accepted and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone Bid Proposal submittals or modifications will be considered. Bid Proposals received after the Bid Proposal submittal deadline will be rejected and returned to the bidder unopened.

The Bid Documents can be obtained from the City of Los Banos website at [www.losbanos.org](http://www.losbanos.org).

The City of Los Banos reserves the right to reject any and/or all Bid Proposals received.

# Information for Bidders

Bid Proposals will be received by the City of Los Banos Office of the City Clerk for the Los Banos Public Works Department (herein called the "Owner"), at the City Council Chambers of the City of Los Banos, 520 J Street, Los Banos, CA, 93635, until 2:00 P.M. Pacific Standard Time (PST), on **Tuesday, February 17, 2015**, then publicly opened and read aloud.

A complete Bid Proposal shall contain one original set of the following documents: Specifications Compliance Sheets, Bid Form, Signature Sheet, Addendum (if needed), and a copy of the manufacturer's warranty. All Bid Proposal forms and attachments, where noted, shall require the bidder's original signature. The complete Bid Proposal must be submitted in a sealed envelope and addressed to the Owner at 520 J Street, Los Banos, CA, 93635. Each sealed envelope containing a Bid Proposal must be plainly marked on the outside as "**Aerial Truck Bid; Attention City Clerk**", and the envelope shall also bear on the outside, the name of the bidder, and their address. **If forwarded by mail**, the sealed envelope containing the Bid Proposal must be enclosed in another envelope addressed to the City of Los Banos at 520 J Street, Los Banos, CA, 93635, and also clearly state "**Aerial Truck Bid; Attention City Clerk**"

All Bid Proposals must be made on the required Bid Proposal forms included within these Bid Documents. A complete set of Bid Proposal forms, including signed Addendum, if issued, must be submitted. Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted unless otherwise indicated. Only one set of original Bid Proposal forms are required to be submitted. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person signing the Bid Proposal.

The Bid Form shall be signed by a person or persons legally authorized to bind bidder to the Contract. The individuals signing each document shall warrant that they are authorized to bind the bidder.

The Owner may waive any informalities or minor defects or reject any and all Bid Proposals. Any Bid Proposal may be withdrawn prior to the above scheduled time for the opening of Bid Proposals or authorized postponement thereof. Any Bid Proposals received after the time and date specified shall not be considered. No bidder may withdraw a Bid Proposal within 90 calendar days after the actual date and time of the opening thereof. Should there be reasons why the bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidder.

Each bidder is responsible for the review of the Bid Documents. The failure and omission of any bidder to do any of the foregoing shall not relieve any bidder from any obligation with respect to the Bid Proposal. Any addendums will be released as necessary at [www.losbanos.org](http://www.losbanos.org). Addendums shall be signed, dated and submitted with bidder's proposal.

All Bid Proposals shall remain firm for at least ninety (90) calendar days after the date and time of the Bid Opening unless otherwise specified.

Award of Bid Proposal will be to the lowest responsible bidder as determined by the Owner. A conditional or qualified Bid Proposal will not be accepted.

The Owner will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the Owner or its representatives. Any request for clarifications or questions of the Bid Documents shall be made in writing or email and deliverable to:

City of Los Banos Public Works Department  
 Attn: Dan Bronson  
 dan.bronson@losbanos.org  
 411 Madison Avenue  
 Los Banos, CA 93635

Requests for clarification or questions shall be delivered to the Owner by 5:00 P.M. PST on **Wednesday, February 4, 2015**. Any Owner response to a request for clarification, questions and answers will be posted to the City's website at [www.losbanos.org](http://www.losbanos.org) not later than 5:00 P.M. PST, **Friday, February 6, 2015** and if necessary, become a part of the Bid Proposal as an Addendum.

Proposed timeline of events associated with the awarding of Bid Proposal:

Release of Advertisement for Bid Proposals		Friday, January 23, 2015
Deadline to submit questions/clarifications	5:00 P.M.	Wednesday, February 4, 2015
Addendums/Questions/Clarifications Posted	5:00 P.M.	Friday, February 6, 2015
Bid Opening	2:00 P.M.	Tuesday, February 17, 2015
City Council awards Bid Proposal		Wednesday, March 4, 2015
Issuance of a Purchase Order	By	Friday, March 13, 2015

Prior to receiving, the one (1) new 2015/16 Model Aerial Truck will be inspected to insure that it meets the specifications. The new equipment/vehicle must be completely assembled, ready to operate, have a **full tank of fuel**, and been serviced by bidder before delivery.

# Specifications Compliance

The bidder shall note their compliance/non-compliance on each Yes or No box provided with an X or check mark. **Any space left blank shall be considered a non-responsive bid and will be rejected.**

**All specifications shall be “or equivalent”.** Any “equivalent” specifications, deviations from the specification, or where submitted literature does not fully support the meeting of the specification, must be clearly cited and explained by the bidder in the comment area at the end of the Specifications Compliance section. The Owner will be responsible for determining specification compliance.

## Specifications

### GENERAL

- | Yes                      | No                       | Each line item specification requires checking either the Yes or No box  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | The lease period shall be for five (5) years and shall include a provision for Owner to purchase the Aerial Truck at the end of the lease period for \$1.  |
| <input type="checkbox"/> | <input type="checkbox"/> | The Aerial Truck supplied shall be the manufacturer’s current production model and shall be bid with all of the standard equipment as specified in the manufacturer’s printed literature. In addition, the equipment/vehicle shall include the specifications listed herein, but may not be limited to said specifications.      |
| <input type="checkbox"/> | <input type="checkbox"/> | Bidder shall quote lease price of the new 2015/16 Aerial Truck to include a manufacturer’s base warranty. The warranty shall start upon acceptance of the completed unit by the Owner.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Bidder shall quote the lease payment by month and the five year total lease price extended for the new 2015/16 Aerial Truck. The total net price shall include the eight percent (8%) California sales tax, all freight and delivery charges. Bidder shall exclude Federal Excise Tax, if any.                                   |
| <input type="checkbox"/> | <input type="checkbox"/> | The Aerial Truck must meet all current air quality standards, California Emission Control Regulations, all Federal Safety Standards, and Department of Motor Vehicle Regulations.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Bid Proposals shall include estimated delivery date of the new 2015/16 Aerial Truck. The estimated delivery date shall be one hundred eighty (180) days or less from the date of Bid Award.  |
| <input type="checkbox"/> | <input type="checkbox"/> | In the event that the new Aerial Truck has not arrived at the Owner’s designated facility on or before the estimated delivery date, liquidated damages can be charged at the rate of one percent of the unit price per calendar day the Aerial Truck is not delivered in accordance with the time specified on the Bid Proposal. |
| <input type="checkbox"/> | <input type="checkbox"/> | The successful bidder shall have a qualified service representative with the Aerial Truck during the start up operation to make adjustments and give instructions to assure proper operation.  |

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL**

**Yes No**

**Each line item specification requires checking either the Yes or No box**

- Bidder shall provide two operator instruction/safety/maintenance procedure manuals and/or DVD for the Aerial Truck and chassis.
- The successful bidder shall supply one each operator/parts/service manuals, one truck parts/service manual, one transmission parts/service manual for the Aerial truck. In addition, bidder shall supply one of all the above available manuals on a DVD (compact disk) if available.

## **TRUCK**

- 2015 or 2016 One (1) Ton Regular Cab DRW CC with flat bed 96 inch wide steel floor with removable 6 inch tall stake pocket panels. Bed length shall insure no platform overhang. Bed floor shall have anti-skid coating.
- Factory air conditioning, heating and defroster.
- Hot Shift PTO.
- 6.0 L (minimum) V-8 gas engine.
- 5 Speed automatic transmission with overdrive.
- Four wheel anti-lock disc brakes.
- 3 to 4 Upfitter switches.
- 40/20/40 seat with fold down armrest/console.
- Vinyl floor covering and rubber floor mats with manufacturers logo.
- Paint – White.
- Cargo/Work Lamp.
- Intermittent windshield wipers.
- Fire extinguisher – 5 lb ABC, mounted.
- Power windows and door locks.
- 200 amp alternator.
- Mud flaps.
- Backup alarm installed to work with chassis reverse drive system.
- 6 Tie down hooks per side and rear of bed.
- First aid kit, mounted (must meet DOT requirements for vehicle app).

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL**

## Aerial Lift

### SIDE MOUNT

**Yes No** Each line item specification requires checking either the Yes or No box

- Non-insulated telescopic aerial device with a minimum platform height of 28.2 ft. (8.59 m). Working height shall be no less than 33.2 ft. (10.1 M).
- Platform must be side mounted. Leveling is gravity actuated with hydraulic dampener, travel limit stops, and a spring loaded pin lock.
- Horizontal Reach to be a minimum of 20.67 ft (6.3 m).
- Travel height not to exceed 9 feet (8.6 m). Based on 31 inch frame height.

### END MOUNT

- Minimum platform capacity of 300 lbs (136 kg).

### CONTROL SYSTEM

- Upper control station includes switches that are recessed into the inner boom. A spring loaded master control switch is provided to prevent inadvertent operation. Boom function switches are self-centering, weather resistant, and are located in a logical sequence for the operator.
- The system pressure relief and the electric/hydraulic boom function valves are a single integrated system and mounted on the turret wing.
- Variable speed upper control system is designed as an integral part of the control valves. The inlet flow to the four way control valve is regulated from a no flow to maximum flow by a flow control valve. A rotational control knob regulates the speed of operation.
- Pedestal.
- The start/stop system has been designed so that the lift cannot be operated normally unless the power switch is activated and the truck ignition is in the "on" position. This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. Start/stop controls are located at the upper and lower control stations.

### OUTER/INNER BOOM ASSEMBLY

- The major components of the outer/inner boom assembly include an outer boom, a telescoping inner boom, an extension cylinder, a hose carrier system, and slide pads mounted on the inner and outer boom.
- Outer boom is a 6 in. x 8 in. (152 mm x 203 mm) rectangular steel section.

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL**

**Yes No**

**Each line item specification requires checking either the Yes or No box**

- The telescoping inner boom consists of a 5 in. x 7 in. (127 mm x 178 mm) rectangular aluminum section. The inner boom does not have to be removed to service the extension cylinder or slide pads.
- Minimum Inner Boom Extension of 116 inches (2.95M).
- Hydraulic extension cylinder with wear rings on the piston and end gland and a holding valve mounted to the cylinder base. The hose carrier system is a multi-link assembly with adequate space to carry hoses and wiring to the upper control station.
- Ultra high molecular weight plastic slide pads mounted on the inner boom can be changed without removing the inner boom. The outer boom side and top slide pads are infinitely adjustable and the lower pad can be replaced without removing the inner boom.
- The telescoping outer/inner boom assembly articulates from 14 degrees below horizontal to 74 degrees above horizontal. A double acting cylinder, equipped with counter balance holding valves, provides boom elevation.
- A boom support cradle and a ratchet-type boom tie down strap are included.

## **TURRET/ROTATION**

- The turret wings are 1/2 inch (13 mm) thick steel plate. A steel tube is welded between the turret wings to support the boom cylinder and provides rigidity.
- The turret plate is machined flat to support the rotation bearing. A bearing cover is provided to prevent material from interfering with lift rotation.
- Rotation is 360 degrees non-continuous with an electric limit switch to prevent hose and wiring binding.
- Continuous unrestricted rotation. A 20 pass collector ring and hydraulic collector assembly provide the path for hydraulic oil and electric signals from the pedestal to turret.
- Rotation is accomplished by a hydraulically driven worm and spur gear and a shear-ball rotation bearing. An adjustment screw is provided to adjust pinion and rotation gear clearances.
- The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal exceed SAE grade 8 specifications. These critical bolts are Torque Seal Marked to provide a quick means to inspect for loosening.

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL**

## **PEDESTAL**

Yes No

**Each line item specification requires checking either the Yes or No box**

- The top plate of the pedestal is 1-1/4 inch (32 mm) thick and machined flat to support the rotation bearing.
- Dual sight gauges are furnished on the pedestal for checking fluid level.
- The hydraulic reservoir is built into the pedestal. Designed as an integral part of the pedestal, the reservoir has an internal anti-splash baffle.
- The total volume of the reservoir is 8 gallons (30.31) with a 7 gallon (26.51) oil capacity.
- A 100 mesh suction strainer, 10 micron return filter and shut off valves are located inside the pedestal.

## **PLATFORMS OPTIONS**

- 24 in. x 24 in. x 42 in. (.61 m x .61m x 1.07m) fiberglass platform with duck under opening.
- 120 volt wiring throughout the boom with a GFCI receptacle provided at the platform.

## **HYDRAULIC SYSTEM**

- Open center hydraulic system operates at 2000 PSI (141 kg/cm<sup>2</sup>) at 2 GPM (8 LPM). The pump draws oil through a 100 mesh suction strainer that is equipped with a bypass valve. A 10 micron return filter with shut-off valve is included.

## **GENERAL**

- Non-lube bearings used at most points of motion. Only the rotation gearbox and rotation bearing require periodic lubrication.
- The complete unit is primed and painted prior to assembly. The standard color is Bell White urethane paint.
- The high pressure hoses routed through the booms are non-conductive hoses with swaged hose end fittings.
- One operator's manual and one service manual are included.
- All cylinders are equipped with type AQA seals, nylon backup rings, non-metallic bearings on pistons and end glands, rod wiper rings, threaded and welded rod ends, and chrome plated rods.

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL**



# Bid Form

TO: Owner  
 City of Los Banos  
 520 J Street  
 Los Banos, CA 93635

BID DATE: \_\_\_\_\_

In compliance with the Invitation for Sealed Bids for **One (1) New 2015/16 Model Aerial Truck**, the undersigned, as bidder, hereby OFFERS TO LEASE to the Owner, in accordance with the terms and conditions, requirements and specifications set forth in the Bid Documents for the Total Net Price quoted in this Bid Proposal,

### One (1) New 2015/16 Model Aerial Truck

	Manufacturer	Model	Monthly Lease Payment	Five Year Total Lease Price Extended
<b>Truck #1</b>			\$	\$
<b>Total Monthly Lease Payment</b>			\$	
<b>Total Net Price</b>				\$

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### Total Net Price – Written Form

Total Net Price includes 8% California Sales Tax, Freight and Delivery Charges but excludes Federal Excise Tax, if any.

**Estimated Delivery Date:** \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL**

## Bid Form

Page 2

The undersigned certifies under penalty of perjury that the above quotation constitutes a bona-fide offer to sell, that he/she is an authorized representative of the firm listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by Owner constitutes acceptance of Bidder's offer on the terms and conditions stated in the Bid Documents, and forms a Contract. Bidder will not withdraw its Bid Proposal for at least ninety (90) calendar days from the date and time of the Bid Opening.

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BIDDER

---

AUTHORIZED SIGNATURE

---

PRINT NAME – AUTHORIZED

---

ADDRESS

---

TELEPHONE NUMBER

**ARE YOU CLAIMING A LOCAL BUSINESS PREFERENCE?**

\_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

**If yes** submit written proof of the address of your principle place of business and a copy of your current City business license.

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL**

# General Provisions

## 1. Qualification of Bidder

The Owner may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid Proposal should the evidence submitted by, or investigation of, the bidder fail to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Bid Proposal and to complete the requirements contemplated therein.

## 2. Default

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this Bid Proposal shall be in breach or default, the Owner may procure the Aerial Truck from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the Owner. Prices paid by the Owner must be considered the prevailing market price at the time such lease is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Owner.

## 3. Cancellation of Purchase Order and/or Contract

The Owner may terminate any purchase order and/or contract derived from this Bid Proposal as follows:

- A. WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful bidder.
- B. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Owner and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this Bid Proposal.

The successful bidder may not cancel any purchase order and/or contract derived from this Bid Proposal, without prior written consent of the Owner.

## 4. Rejection of Bid

**THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BID PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID PROPOSAL, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM DATE OF BID OPENING.**

**5. Nondiscrimination**

- A. During the performance of this Bid Proposal, bidder and any sub-bidders shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Bidder and sub-bidders shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidder and sub-bidders shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Administrative Code, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this Contract by reference and made a part hereof as if set forth in full.
- B. Bidder and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. Bidder shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the Contract.
- D. Bidder shall grant access by representative of the Department of Fair Employment and Housing and the Owner upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Owner shall require to ascertain compliance with this clause.

**6. Non-discrimination of the Disabled**

The Owner will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates on the basis of handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The Owner is committed to provide access to all Owner services, programs, and meetings open to the public for people with disabilities.

In this regard the Owner and all of its vendors and bidder's will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

**7. Governing Law and Venue**

This Bid Proposal, or any Contract that may result from the award of this Bid Proposal, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provision of this Bid Proposal or any Contract that may result from the award of this Bid Proposal, shall have venue in the County of Merced, State of California.

**8. Liabilities**

The bidder shall hold the Owner, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the Owner or bidder because of the unauthorized use of such items.

**9. Warranty, Manufacturer**

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this Bid Proposal against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of Owner operations. A copy or description of the manufacturer's warranty shall accompany each Bid Proposal for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful bidder is also the manufacturer of the materials or equipment provided under this Bid Proposal, the Manufacturer's Warranty requirement will supersede the successful bidder warranty requirement of this Bid Proposal.

**10. F.O.B Point**

All shipments shall be FOB Destination, unless otherwise indicated in the Bid Documents. Any charges for boxing, packing, crating, cartage, handling, insurance, unloading, inside delivery, and any other related charges shall be included in the Total Net Price provided on the Bid Form.

**11. Delivery and Inspection**

The Aerial Truck shall be delivered to the Owner's facility located at 1015 F Street, Los Banos California, on a regular workday between the hours of 8:00 am and 2:00 pm by arrangement with the Public Works Director or his designee by calling (209) 827-7056.

The bidder shall supply at the time of delivery and acceptance all vehicle certification and registration necessary for operation in the State of California. Vehicle weight certificates shall be supplied when the vehicle has been constructed from a cab and chassis configuration. Vehicles shall be registered with California exempt licensing using DMV Form 5050. Vehicle registration shall be as follows: City of Los Banos, 520 J Street, Los Banos, CA 93635.

**12. Payment**

The Owner will initiate the full regular monthly payment within 30-days of delivery and acceptance of and upon receipt of correct invoice(s). The invoice shall be delivered to the City of Los Banos, Accounts Payable Division, 520 J Street, Los Banos, CA 93635; invoices shall conspicuously display the Owner's Purchase Order number. Payment terms of less than 20 calendar days are not acceptable.

# Award of Bid

An evaluation team shall validate and evaluate all Bid Proposals received. All requirements identified in this Bid Proposal must be satisfied in order to ensure that a Bid Proposal will qualify for consideration.

## 1. Lowest Responsive Bidder

Although competitive pricing is essential in the award of this Bid Proposal, consideration shall be given, but not limited to:

- A. The ability of the bidder to comply with Terms and Conditions set forth herein.
- B. The ability of the bidder to comply with the Specifications or Scope of Work set forth herein.

## 2. Lowest Responsible Bidder

- A. The quality and performance of the supplies/equipment to be provided by the bidder;
- B. The ability, capacity and skill of the bidder to perform the Contract or accomplish the transaction within the time specified, without delay;
- C. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- D. The quality of bidder's performance on previous purchases by, or contracts with, the Owner;
- E. The ability of the bidder to provide future maintenance, repair parts and services for the aerial truck provided;
- F. In evaluating competitive bids, the Owner shall determine the lowest responsive and responsible bidder, and any local bidder shall be granted a preference in an amount equal to five (5%) percent of the lowest responsible bid, if that low bid has been submitted by a non-local bidder. If, after deduction of the five (5%) percent preference from a local bidder's bid, it is equal to or less than the lowest bid, the bid shall be awarded to the local bidder. To qualify as a local bidder, firms or individuals must submit written proof of the address of their principle place of business and a copy of their current City business license with each bid for which a preference is claimed. Proof of address is normally the address to which contract and payments will be sent. Local preference only applies to supplies, materials, and/or equipment. Local preference will not apply to bids conducted with other public agencies nor when prohibited by State or Federal statutes or regulations to be awarded to the lowest responsive and responsible bid, or otherwise exempt from local preferences. A total amount of such a

preference granted in a single bid shall not exceed Five Thousand and No/100ths (\$5,000.00) Dollars over a non-local bidder.

### **3. Award**

The Owner reserves the right to:

- A. Award Bid Proposals received on the basis of individual items/services, or groups of items/services, or on the entire list of items/services;
- B. Reject any or all responses, or any part thereof;
- C. Waive any informality in the Bid Proposals;

An evaluation of the bidder's ability, quality, and performance as set forth under "Most Responsive Bidder" and "Lowest Responsible Bidder", of this Bid Proposal, will be used in addition to total cost as a basis of award for any ensuing Contract.

### **4. Protest**

The lack of prompt procedure to resolve disputes regarding the bidding process would impair the Owner's ability to carry out its purpose of contracting this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in these Bid Documents, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid Proposal to the Owner for this project, the bidder agrees to comply with and to be bound by this procedure.

Any Bid Proposal protest must be submitted in writing to the Owner before 5:00 p.m. on the fifth (5<sup>th</sup>) working day following Bid Opening.

1. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation. A non-refundable fee of One Thousand Dollars (\$1,000.00) made payable to the "City of Los Banos" shall accompany the protest documents and will be used by the Owner to recover costs in evaluating the bid protest. A Bid Proposal protest submitted without the requisite fee shall not be considered by the Owner.
2. The party filing the protest must have actually submitted a Bid Proposal for the work. A subcontractor of a party submitting a Bid Proposal for the work may not submit a Bid Proposal protest.
3. A party may not rely on the Bid Proposal protest submitted by another bidder, but must timely pursue its own protest.
4. The protest must refer to the specific portion of the Bid Documents which forms the basis for the protest.
5. The protest must include the name, address and telephone number of the person representing the protesting party.
6. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the

outcome of the protest. Such parties shall include all other bidder's who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

7. The Owner will give the protested bidder five (5) working days after the receipt of the protest to submit a written response. The responding bidder shall transmit the response to the protesting bidder concurrent with the delivery to the Owner.
8. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of Bid Proposal protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Proposal protest, including filing a Government Code Claim or legal proceedings.

If the Owner determines that a protest is frivolous, the protesting bidder may be determined to be non-responsive and/or non-responsible and that bidder may be determined to be ineligible for future contract awards.

# Signature Sheet

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the Bid Proposal are true. I/We have read the General Provisions and Award of Bid sections in this Invitation for Sealed Bids. I/We agree to furnish and deliver the **One (1) New 2015/16 Model Aerial Truck with a five (5) year lease and a \$1 buyout for the aerial truck at the end of the lease period**, at the Total Net Price stated herein, and have read, understand, and agree to the terms and conditions contained herein:

Name of Individual/Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Name/Title of Authorized Official: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL**

# Addendum

Bidder acknowledges receipt of the following Addenda:

No. \_\_\_\_\_, dated \_\_\_\_\_, 2015, Signed, \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 2015, Signed, \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 2015, Signed, \_\_\_\_\_

**THIS PAGE SHALL BE COMPLETED, IF NECESSARY  
IF COMPLETED, THIS PAGE MUST BE RETURNED WITH BID PROPOSAL**