CITY OF LOS BANOS
PUBLIC WORKS DEPARTMENT

# INVITATION FOR SEALED BIDS

## PROPOSAL FOR THE PURCHASE OF ONE NEW 2014/15 MODEL WHEELED LOADER

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 bids must be received no later than 2 p.m.**
**February 14, 2014**
**By the office of the City Clerk**
**In the Council Chambers of City Hall,**
**520 J Street**
**Los Banos, CA 93635**

# Invitation for Sealed Bids

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

NOTICE IS HEREBY GIVEN that the Los Banos Public Works Department (herein called the "Owner") invites and will receive sealed bids up to the hour of 2:00 P.M. Pacific Standard Time (herein called "PST") on **February 14, 2014** for the purchase of **One (1) New 2014/15 Model Wheeled Loader**. At said time, sealed Bid Proposals (herein called the "Bid") 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 Greg Pimentel, Interim Assistant Public Works Director, by writing or email at greg.pimentel@losbanos.org.

Bids shall be submitted only on forms provided in the Bid Packet. Bids 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 **February 14, 2014**. No late Bids will be accepted and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone bid submittals or modifications will be considered unless specified. Bids received after the bid submittal deadline will be rejected and returned to the bidder unopened. No conditional Bids will be accepted.

The Bid Package forms can be obtained from the City of Los Banos website at www.losbanos.org.

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

# Information for Bidders

Bids will be received by the City of Los Banos Office of the City Clerk for 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. PST, on **February 14, 2014**, then publicly opened and read aloud.

Each Bid must contain one complete original set of Bid Proposal Forms. The Bid Proposal Forms include "Specifications Compliance" (pages 5-8), "Bid Form" (page 9-10), "Bid Bond" (page 11-12), "Signature Sheet" (page 20), "Reference Sheet" (page 21), "Subcontractors List" (page 22), "Special Requirements" signature page (page 29), "Statement of Eligibility" (page 30), "Non-Collusion Affidavit" (page 31), "Buy America Certificate" (page 32), "Motor Vehicle Pollution Certificate" (page 33), "Service and Parts Data" (page 34), "Certificate of Bidder Regarding Debarment" (page 35), "Certificate of Lower Tier Participants Regarding Debarment" (page 36), 'Certificate of Restrictions on Lobbying" (page 37), "Addendum" (page 38), and a Manufacturer's letter assuring final assembly in the United States. The completed Bid 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 must be plainly marked on the outside as "**Wheeled Loader 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 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 "**Wheeled Loader Bid; Attention City Clerk**"

All Bids must be made on the required Bid Proposal Forms included within the Bid Documents. A complete set of Bid Proposal Forms 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. No conditional Bids will be accepted.

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 Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within **ninety** (**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 Bid must be accompanied by a Bid Security payable to the City of Los Banos for an amount not less than **$7,500.00** or a Bidder's Bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California. The Bidder's Bond shall be made out to the City of Los Banos for an amount not less than **$7,500.00** and no Bid shall be considered unless accompanied by either security. As soon as the Bid amounts have been compared, the Owner will return the bid security of all except the three lowest responsive and responsible Bidders. When the Bid Proposal is awarded, the bid security of the three remaining lowest responsive and responsible bidders will be returned.

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 their Bid. Any addendums will be released as necessary at www.losbanos.org. Addendums shall be signed, dated and submitted with Bidder's package.

All Bids shall remain firm for at least ninety (90) calendar days after the date and time of the bid opening unless otherwise specified.

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 responsive and 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.

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 shall be made in writing or email and deliverable to:

City of Los Banos Public Works Department
Attn: Greg Pimentel
greg.pimentel@losbanos.org
411 Madison Avenue
Los Banos, CA 93635

Requests for clarification or questions shall be delivered to the Owner by 5:00PM PST on **February 5, 2014**. Any Owner response to a request for clarification, questions and answers will be posted to the City's website at www.losbanos.org not later than 5:00PM PST, **February 7, 2014** and if necessary become a part of the Bid as an Addendum.

Proposed timeline of events associated with the awarding of Bid:

| | | |
|---|---|---|
| Release of Advertisement for Bids | | January 17, 2014 |
| Deadline to submit questions/clarifications | 5:00 P.M. | February 5, 2014 |
| Addendums/Questions/Clarifications Posted | 5:00 P.M. | February 7, 2014 |
| Bid Opening | 2:00 P.M. | February 14, 2014 |
| City Council awards Bid | | March 5, 2014 |
| Issuance of a Purchase Order | By | March 14, 2014 |

Prior to receiving, the **one (1) new 2014/15 Model Wheeled Loader** will be inspected to insure that it meets the specifications. The new **wheeled loader** must be completely assembled, ready to operate, and serviced with a **full tank of fuel** by Bidder before delivery.

# Specifications Compliance

The Bidder shall note their compliance on each line by placing a checkmark in the box indicating either: compliance in the Yes column, or non-compliance in the No column. Each line item specification requires checking either the Yes or No box. **Any line item specification left blank shall be considered a non-responsive Bid and will be rejected.** Any 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 section following each specification category. 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 |
|---|---|---|
| ☐ | ☐ | The wheeled loader 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 wheeled loader shall include the equipment shown on the attached specifications, but may not be limited to said equipment. |
| ☐ | ☐ | Bidder shall quote the price of one (1) new 2014/15 Wheeled Loader to include an extended five (5) year/5,000 hour complete machine warranty which includes travel time and mileage on all service calls. The warranty shall start upon acceptance of the completed wheeled loader by the Owner. |
| ☐ | ☐ | Bidder shall quote the price of the new 2014/15 Wheeled Loader to include California sales tax but exclude Federal excise tax. Bidder shall include delivery charges to the Owner. |
| ☐ | ☐ | The wheeled loader must meet all current Congestion Mitigation & Air Quality (CMAQ) standards, California Emission Control Regulations, all Federal Safety Standards, and Department of Motor Vehicle Regulations. |
| ☐ | ☐ | Bidder must provide written documentation in the Bid Proposal on the Manufacturer's Corporate Letterhead, signed by authorized representative of the Manufacturer's Corporation that the final assembly of the wheeled loader being sold to the Owner occurred in the United States. This is the requirement of the conditional waiver for Buy America issued by the Federal Highway Administration (FHWA) on June 17, 2013. |
| ☐ | ☐ | Bidder shall agree to deliver the new 2014/15 Wheeled Loader in one hundred eighty days (180) or less from the date of issuance of the Owner's purchase order. |
| ☐ | ☐ | In the event that the new wheeled loader has not arrived at the Owner facilities on or before one hundred eighty days (180) liquidated damages can be charged at the rate of one percent per calendar day of the award price of the wheeled loader not delivered within one hundred eighty days (180) or less from the date Owner issues purchase order. |
| ☐ | ☐ | The successful bidder shall have a qualified service representative with the wheeled loader during the start up operation to make adjustments and give instructions to Owner assuring proper operation. |
| ☐ | ☐ | The successful Bidder shall supply one operator/parts/service manual, one parts/services manual, one transmission parts/service manual for the wheeled loader. In addition, Bidder shall supply one of all the above available manuals on a DVD (compact disk) if available. |

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

## LOADER

| Yes | No | Each line item specification requires checking either the Yes or No box |
|---|---|---|
| ☐ | ☐ | All wheel drive |
| ☐ | ☐ | Full Roll-Over Protection System Cab with AC and heater/defroster |
| ☐ | ☐ | Noise/Sound Suppression for cab |
| ☐ | ☐ | 24 to 12 volt converter with 8 amps Continuous Duty |
| ☐ | ☐ | 1.8 Cubic Yard |
| ☐ | ☐ | Auto Ride Control |
| ☐ | ☐ | An extended five (5) year/5,000 hour complete machine warranty which includes travel time and mileage on all service calls. |

## ENGINE

| Yes | No | Each line item specification requires checking either the Yes or No box |
|---|---|---|
| ☐ | ☐ | Turbo Diesel |
| ☐ | ☐ | Newest available Tier 4 engine |
| ☐ | ☐ | Base Power 95 horse power (minimum) |
| ☐ | ☐ | Alternator - 100 amps (minimum) |
| ☐ | ☐ | Battery(s) – shall meet manufacturer's specification, maintenance free |
| ☐ | ☐ | Cooling System - heavy duty, automatic shutdown/over temperature protection |
| ☐ | ☐ | Air Filter - Dry type, dual element, with restriction indicator |
| ☐ | ☐ | An extended five (5) year/5,000 hour complete machine warranty which includes travel time and mileage on all service calls. |
| ☐ | ☐ | Standard Fuel and Water Filters |
| ☐ | ☐ | Servicing kit – oil change and sampling port |

## TRANSMISSION

| Yes | No | Each line item specification requires checking either the Yes or No box |
|---|---|---|
| ☐ | ☐ | Hydro-static |
| ☐ | ☐ | Differential Limited Slip (front and rear) |

## TIRES

| Yes | No | Each line item specification requires checking either the Yes or No box |
|---|---|---|
| ☐ | ☐ | 17.5 X 25 12pr L2 type |

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## CAB INTERIOR

| Yes | No | Each line item specification requires checking either the Yes or No box |
|---|---|---|
| ☐ | ☐ | Driver's seat – Air ride – Heavy Duty cloth – arm rests |
| ☐ | ☐ | Compartment for tools |
| ☐ | ☐ | Cup holders (2) |
| ☐ | ☐ | Dual power plug receptacles |
| ☐ | ☐ | Floor covering - black vinyl |
| ☐ | ☐ | Tinted safety glass windows all around |
| ☐ | ☐ | AM/FM radio |
| ☐ | ☐ | Turn signals shall be self-canceling (if available) |
| ☐ | ☐ | Sun visor |
| ☐ | ☐ | Rear Retractable Sun Shade |
| ☐ | ☐ | Rear view mirror |
| ☐ | ☐ | First aid kit – meet DOT requirements for equipment application, mounted |
| ☐ | ☐ | Fire Extinguisher – meet DOT regulations, mounted |
| ☐ | ☐ | Cab Air Pre-Cleaner/Filter |

## EXTERIOR

| Yes | No | Each line item specification requires checking either the Yes or No box |
|---|---|---|
| ☐ | ☐ | Rear view mirrors - right and left |
| ☐ | ☐ | Halogen headlamps |
| ☐ | ☐ | Front and rear warning/signal lights (amber) |
| ☐ | ☐ | Work Lights (Halogen or LED), 2 front and 4 rear (adjustable) |
| ☐ | ☐ | Slow moving vehicle sign, mounted at rear |
| ☐ | ☐ | LED Signal and Marker Lights |

**THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS**

**Comments:**

Bidder shall fully describe every variance, exception, and/or deviation.
If none, please enter “NONE”

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# 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 2014/15 Model Wheeled Loader,**

the undersigned, as Bidder, hereby OFFERS TO SELL to the Owner, in accordance with the terms and conditions, requirements and specifications set forth in the Bid Documents for the price quoted in this Bid,

**One (1) New 2014/15 Model Wheeled Loader.**

MANUFACTURER: _____

MODEL NO.: _____

DELIVERY DATE: **One Hundred Eighty (180)** days or less from the date Owner issues purchase order

**TOTAL BID PRICE: $** _____

Total Bid Price Written:

_____

written form

Total Bid Price includes California Sales Tax, California Tire Recycling Fee, DMV documentation fees, Freight and Delivery Charges but excludes Federal Excise Tax, if any.

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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 their Bid for at least ninety (90) calendar days from the date and time of the Bid Opening.

| | |
|---|---|
| _____ | _____ |
| BIDDER | PRINT NAME - AUTHORIZED |
| _____ | _____ |
| ADDRESS | AUTHORIZED SIGNATURE |
| _____ | |
| 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 or your current City business license.

**THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS**

# Bid Bond

We, _____ as Bidder,

and _____ as Surety,

jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the **City of Los Banos** (herein called Owner) for payment of the penal sum of

_____ Dollars ($_____ ),
written form

lawful money of the United States. Bidder has submitted the accompanying Bid Proposal for the

sale of: **One (1) New 2014/15 Model Wheeled Loader**

If the Bidder is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by Bid Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Bidder's failure to do any of the foregoing.

Bidder and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit.

Executed on _____, 20____

_____
Bidder

(Seal if Corporation)

By: _____

Title _____

(Attach Acknowledgment of Authorized Representative of Bidder)

**THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS**

**Bid Bond – Page 1 of 2**

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

_____
Surety

By _____
(Attorney-in-Fact)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

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

**Bid Bond – Page 2 of 2**

# 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 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 and to complete the requirements contemplated therein.

## 2. Subcontracting

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) and address(s) of the Subcontractor(s) providing work under this Bid Proposal. The successful Bidder will be fully responsible for all work performed under this Bid Proposal. Any subcontracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any contract that is entered into between the successful Bidder and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

## 3. Default

In the event the successful Bidder who is awarded a purchase order and/or contract resulting from this Bid shall be in breach or default, the Owner may procure the **wheeled loader** 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 purchase 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.

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

The Owner may terminate any purchase order and/or contract derived from this Bid 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.

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

## 5. Rejection of Bid Proposal

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

## 6. Nondiscrimination

A. During the performance of this Bid, 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.

## 7. 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.

## 8. Governing Law and Venue

This Bid, or any contract that may result from the award of this Bid, 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 or any contract that may result from the award of this Bid, shall have venue in the County of Merced, State of California.

## 9. 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.

## 10. Warranty, Manufacturer

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this Bid 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 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, the Manufacturer's Warranty requirement will supersede the successful Bidder warranty requirement of this Bid.

## 11. F.O.B Point

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

## 12. Delivery and Inspection

The **wheeled loader** 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.

Title to **wheeled loader** shall not pass to Owner until the equipment has been delivered with a **full tank of fuel** to the designated location and has been inspected and accepted by the Public Works Director or his designee.

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.

## 13. Payment

The Owner will make payment in full 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 Bids received. All requirements identified in this Bid must be satisfied in order to ensure that a Bid will qualify for consideration.

**1. Lowest Responsive Bidder**

Although competitive pricing is essential in the award of this Bid, 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 **wheeled loader** 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 responsive and 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 bids 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 Bids;

An evaluation of the Bidder's ability, quality, and performance as set forth under "Most Responsive Bidder" and "Lowest Responsible Bidder", of this Bid, 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 Contract Documents, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the Owner for this project, the Bidder agrees to comply with and to be bound by this procedure.

Any Bid protest must be submitted in writing to the Owner before 5:00 p.m. on the fifth ($5^{th}$) 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 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 for the work. A subcontractor of a party submitting a Bid for the work may not submit a Bid protest.

3. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.

4. The protest must refer to the specific portion of the Contract 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 protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid 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 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 2014/15 Model Wheeled Loader** at the Total Bid 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 BID PROPOSAL FORMS**

# Reference List

**1)** NAME: _____

ADDRESS: _____
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE:_____

TELEPHONE NUMBER:_____FAX NUMBER:_____

DOLLAR AMOUNT OF CONTRACT:_____

DATE AND SERVICES PROVIDED: _____

**2)** NAME:_____

ADDRESS:_____
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE:_____

TELEPHONE NUMBER:_____FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT:_____

DATE AND SERVICES PROVIDED: _____

**3)** NAME:_____

ADDRESS:_____
P.O. Box/Street City State Zip

CONTACT SERVICES PROVIDED: _____

TELEPHONE NUMBER:_____FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT:_____

DATE AND SERVICES PROVIDED: _____

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

# Subcontractor List

**SUBCONTRACTOR NO: 1 - COMPANY NAME**: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

**SUBCONTRACTOR NO: 2 - COMPANY NAME**: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

**SUBCONTRACTOR NO: 3 - COMPANY NAME**: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

**SUBCONTRACTOR NO: 4 - COMPANY NAME**: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

**(When no subcontractors are used for this Bid Proposal, leave form blank, draw line through form, and return blank with Bid Proposal Forms)**

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

# Special Requirements
# Required Federal Transit Administration Clauses

## 1. Fly America

The Bidder agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the Administrative Services Administration's regulations at 41 CFR Part 301-10, which provides that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Bidder shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Bidder agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## 2. Buy America

Bidder agrees to comply with Section 165 of the Surface Transportation Assistance Act of 1982, as amended, "Buy America Requirements – Surface Transportation Assistance Act of 1982," C.F.R. Part 661, and 49 C.F.R., Part 663, and any amendments thereto and any implementing guidance issued by FTA.

## 3. Cargo Preference – Use of United States – Flag Vessels

The Bidder agrees: a. to use privately owned United States –Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish with 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## 4. Clean Water

a. Bidder agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

b. Bidder agrees to report and require each Subcontractor at any tier to report any violation of these requirements resulting from any implementation activity of a Subcontractor or itself to FTA and the appropriate U.S. EPA Regional Office.

## 5. Energy Conservation

The Bidder agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## 6. Lobbying

The Bidder agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (U.S.C. § 1601, et seq;) – Bidders shall file the certification required by 49 CFR Part 20, "new Restrictions on Lobbying." The Bidder certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Bidder shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

## 7. Reporting Record Retention and Access

a. At a minimum, Bidder agrees to provide to FTA those reports required by U.S. DOT's grant management rules and any other reports the Federal Government may require.
b. Bidder agrees that, during the course of the project and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports records, contracts, and supporting materials relating to the project as the Federal Government may require for the project.
c. Upon request, Bidder agrees to permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work materials, payrolls, and other data, and to audit to books, records, and accounts of Bidder and its Subcontractors pertaining to the project. In accordance with 49 U.S.C. § 5325(a), Bidder agrees to require each Subcontractor whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation to permit the Secretary of Transportation and Comptroller General of the United States, or their duty authorized representatives, to inspect all work, materials, payrolls and other data and records involving that contract and to audit the books, records, and accounts involving that contract as it affects the project.

## 8. Clean Air

(1) The Bidder agrees to comply with an applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Bidder agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Bidder also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

**9. Recovered Materials**

The Bidder agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**10. Federal Changes**

Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including with limitation those listed directly or by reference in the Master Agreement between City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Bidder's failure to comply shall constitute a material breach of this contract.

**11. No Federal Government Obligations to Third Parties**.

Bidder agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to Bidder in connection with the performance of the requirements of this agreement.

**12. False or Fraudulent Statements or Claims**

Bidder recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, apply to its actions pertaining to this agreement. Accordingly, the Bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the actions covered by this agreement. In addition to other penalties that may be applicable, consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Bidder to the extent the Federal Government deems appropriate.

**13. Debarred Bidders**

Bidder, including any of its officers or holders of a controlling interest, is obligate to inform Owner whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should Bidder be included on such a list during the performance of this agreement, it shall promptly so inform Owner. Bidder shall not award a contract of any amount to any party included in said debarred bidders list.

**14. Privacy Act**

(1) The Bidder agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974. 5 U.S.C. § 552a. Among other things, the Bidder agrees to obtain the express consent of the Federal Government before the Bidder or its employees operate a system of records on behalf of the Federal Government. The Bidder understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result to termination of the underlying contract.
(2) The Bidder also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## 15. Civil Rights

The following requirements apply to the underlying agreement:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying agreement:

(a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and the Federal transit laws at 49 U.S.C. § 5332, the Bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the agreement. The Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

(b) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.R.R. Part 1630, pertaining to employment of person with disabilities. In addition, the Bidder agrees to comply with any implementing FTA may issue.

(3) The Bidder also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## 16. Disadvantaged Business Enterprise (DBE)

(a) **Policy.** It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 23 applies to this agreement.

(b) **DBE Obligation.** Bidder agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with the Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Bidder shall not discriminate on the basis of race, color, national origin, age or sex in the award and performance of DOT-assisted contracts. Bidder agrees to apply Owner's **DBE goal of 0.000%** for all Bidders sub contracting opportunities for the term of this agreement.

## 17. Federal Grant Conditions

This agreement is subject to a financial assistance contract between Owner and the United State Department of Transportation, Federal Administration (FTA). Owner and DOT agree to comply with all terms and conditions respectively required of them by reason of that contract. If FTA requires any change to this agreement to comply with its requirements, both parties agree to amend this contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by Bidder or in the time for such performance, then the compensation to be paid to the Bidder and time of performance shall be equitably adjusted.

## 18. Labor Provisions

In accordance with Section 10 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 327 through 33, Bidder agrees and assures that, for the project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Bidder agrees that determination pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally."

## 19. Prohibited Interest

No official, officer, or employee of Owner during his or her tenure or one year shall have any interest, direct or indirect, in this agreement or the proceeds thereof.

## 20. Interest of Members of, or Delegates of Congress

In accordance with Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this agreement or to any benefit arising therefrom.

## 21. Alcohol Abuse

To the extent Bidder or any Subcontractor at any tier, or their employees perform a safety sensitive function under this agreement, Bidder agrees to comply with, and assures the compliance of each affected subcontractor at any tier, and their employees with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse in Transit Operations," 40 C.F.R. Part 654.

## 22. Access Requirements for Persons with Disabilities

Bidder agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to Bidder.

## 23. Environment

Bidder shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), and Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Bidder shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN-329).

## 24. Drug Abuse

To the extent Bidder or any Subcontractor at any tier, or their employees, perform a safety sensitive function under this agreement, Bidder shall comply with, and assures the compliance of each affected subcontractor at any tier, and their employees, with 49 U.S.C. § 5331, and FTA regulations, "Preventions of Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 653.

## 25. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.I.D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Bidder shall not perform any act, fail to perform any act, or refuse to comply with any Owner requests which would cause the Owner to be in violation of the FTA terms and conditions.

I_____ hereby certify that Bidder named in this Bid Proposal
(Name of Bidder)

has read the Special Requirements Required Federal Transit Administration Clauses

on the above previous pages 23 through 28 and will abide by the stated conditions.

_____
Name of Bidder

_____
Address

_____
City, State, Zip Code

_____
Printed Name of Authorized Signature

_____
Authorized Signature

_____
Date

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

# Statement of Eligibility

I_____ hereby certify that Bidder named in this Bid Proposal
(Name of Bidder)

is not included on the U.S. Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating Labor Standards Provisions.

_____
Name of Bidder

_____
Address

_____
City, State, Zip Code

_____
Printed Name of Authorized Signature

_____
Authorized Signature

_____
Date

**THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS**

# Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of _____LOS BANOS PUBLIC WORKS DEPARTMENT_____

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

# Buy America Certificate
# Certificate of Compliance with Section 165(b) (3)

The bidder hereby certifies that it will comply with the requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.11.

This Bid Proposal **allows for a waiver** of the requirement that 100 percent of all steel and iron permanently incorporated into this equipment be domestically manufactured. The conditional waiver for Buy America was issued by the Federal Highway Administration (FHWA) on June 17, 2013.

Bidder **shall certify** that the manufacturer meets the Buy America requirement in that the final assembly of the **wheeled loader** being sold to the Owner has occurred in the United States.

_____

Name of Bidder

_____

Address

_____

City, State, Zip Code

_____

Printed Name of Authorized Signature

_____

Authorized Signature

_____

Date

Include, with this Buy America Certificate, separate written documentation on the Manufacturer's Corporate Letterhead, signed by authorized representative of the Manufacturer's Corporation that the final assembly of the **wheeled loader** being sold to the Owner occurred in the United States. Final Assembly in the United States is a requirement of the conditional waiver for Buy America issued by the Federal Highway Administration (FHWA) on June 17, 2013.

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

# Motor Vehicle Pollution Certification

I_____ hereby certify that Bidder named in this Bid Proposal is in
(Name of Bidder)

compliance with Section 508 of the Clean Water Act and Section 306 of the Clean Air Act, and that:

1. The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power and equipment.

. All gases and vapors emanating from the crankcase of the spark ignition engine are controlled to minimize their escape into the atmosphere.

3. Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.

4. When the vehicle has been idled for three (3) minutes and then accelerated to 80 percent of rated speed under load, the capacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

_____
Name of Bidder

_____
Address

_____
City, State, Zip Code

_____
Printed Name of Authorized Signature

_____
Authorized Signature

_____
Date

**THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS**

# Service and Parts Data

The Bidder shall state below the representatives responsible for assisting Owner as well as the location of the nearest distribution center which shall furnish a complete supply of parts and components for the repair and maintenance of the **wheeled loader** to be furnished. The Bidder shall also state below, or by separate attachment, its policy on transportation charges for parts other than those covered by warranty.

Location of nearest Technical Services Representative to the Owner:

_____
Name of Firm

_____
Address

(____) _____
Telephone

Location of nearest parts Distribution Center to the Owner:

_____
Name of Firm

_____
Address

(____) _____
Telephone

Policy for delivery of parts and components to be purchased for service and maintenance:

_____
Regular Method of Shipment

_____
Cost to Procuring Agency

**THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS**

# Certification of Bidder
# Regarding Debarment, Suspension,
# and Other Responsibility Matters

I_____ hereby certify that Bidder named in this Bid Proposal, to the
(Name of Bidder)
best of its knowledge and belief, that Bidder and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of 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 Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,

(4) Have not with a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the above named Bidder is unable to certify any of the above statements in this certification, the Bidder shall attach an explanation to this certification page.

I, _____certify and affirm the truthfulness and accuracy of the contents
(Name of Bidder)
of the above statements submitted on or with this certification and understands that the provision of 31 USC Section 3801 et seq. are applicable thereto.

_____
Signature and Title of Authorized Official

The undersigned chief legal counsel for _____hereby certifies
(Name of Bidder)
that _____has authority under State and local law to comply with the
(Name of Bidder)
subject assurances and that the certification above have been legally made.

_____
Signature and Title of Authorized Official

_____
Date

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

# Certification of Lower Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

The lower Tier Participant (Subcontractor to the Bidder), _____ certifies by submission of this proposal, that neither Subcontractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The Lower Tier Participant (Subcontractor), _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 USC Sections 3801 et seq. are applicable thereto.

_____
Signature and Title of Authorize Official

The undersigned chief legal counsel for _____, hereby
(Subcontractor)
certifies that _____, has authority under State and local law to
(Subcontractor)
comply with the subject assurances and that the certification above has been legally made.

_____
Signature of Applicant's Attorney

_____
Date

NOTICE TO BIDDER THIS CERTIFICATION SHALL BE COMPLETED BY ALL SUBCONTRACTORS WHICH WILL HAVE A FINANCIAL INTEREST IN THIS PROJECT WHICH EXCEEDS $25,000 OR SUBCONTRACTORS WHICH WILL HAVE A CRITICAL INFLUENCE ON OR A SUBSTANTIVE CONTROL OVER THE BID PROPOSAL.

**(When no subcontractors are used for this Bid Proposal, leave form blank, draw line through form, and return blank with Bid Proposal Forms)**

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

# Certification of Restriction on Lobbying

I, _____, _____hereby certify on behalf
(Name) (Title)

of _____that:
(Bidder)

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Name

_____
Title

_____
Bidder

_____
Date

**THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS**

# Addendum

Bidder acknowledges receipt of the following Addenda:

No. _____, dated _____, 2014, Signed_____

No. _____, dated _____, 2014, Signed_____

No. _____, dated _____, 2014, Signed_____

**(When no addendums are issued with this Bid Proposal, leave form blank, draw line through form, and return blank with Bid Proposal Forms)**

**THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS**