



City of
Los Banos
At the Crossroads of California

CITY OF LOS BANOS
PUBLIC WORKS DEPARTMENT

INVITATION FOR SEALED BIDS

PROPOSAL FOR THE PURCHASE OF ONE
2014/15 MODEL
HEAVY DUTY COMBINATION SEWER CLEANER 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 bids must be received no later than 2 p.m.
November 8, 2013
By the 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 (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 November 8, 2013 for the purchase of One (1) 2014/15 Model Heavy Duty Combination Sewer Cleaner Truck. At said time, said sealed Bid Proposal (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, Public Works Operations Manager, 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 November 8, 2013. No late Bids will be accepted. Late bids will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone bid submittals or modifications will be considered. 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 November 8, 2013, 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 5-14), "Bid Form" (page 15-16), "Signature Sheet" (page 23), Bid Security of \$5,000.00 or equivalent Security Bond, and signed "Addendum" if issued (page 24). 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 "**Heavy Duty Combination Sewer Cleaner 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 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 "**Heavy Duty Combination Sewer Cleaner Truck 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, 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. 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 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 \$5,000.00 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 \$5,000.00 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 the 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 Pacific Daylight Time (herein called "PDT") on October 30, 2013. 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 PDT on November 1, 2013 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		October 11, 2013
Deadline to submit questions/clarifications	5:00 P.M.	October 30, 2013
Addendums/Questions/Clarifications Posted	5:00 P.M.	November 1, 2013
Bid Opening	2:00 P.M.	November 8, 2013
City Council awards Bid		December 4, 2013
Issuance of a Purchase Order	By	December 13, 2013

Prior to receiving, the new 2014/15 Model Heavy Duty Combination Sewer Cleaner Truck will be inspected to insure that truck meets the specifications. The new truck must be completely assembled, ready to operate, serviced with **full tanks of fuel** in truck engine and auxiliary engine 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.

Chassis Specifications

GENERAL

Yes No

- 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 truck shall include the equipment shown on the attached specifications, but may not be limited to said equipment.
- Bidder shall quote price to include manufacturer's warranty for the New 2014/15 Heavy Duty Combination Sewer Cleaner Truck. The warranty(s) shall commence upon acceptance of the completed unit by the Owner.
- Bidder shall quote the price of the New 2014/15 Heavy Duty Combination Sewer Cleaner Truck to include California sales tax but exclude Federal excise tax; shall include delivery charges; shall include California Tire Recycling Fee; shall include DMV document preparation fee for exempt license plates.
- Truck must meet all current air quality standards, California Emission Control Regulations, all Federal Safety Standards, and California Department of Motor Vehicle Regulations.
- Successful Bidder shall supply the following: One Vehicle Service Manual, Two Vehicle Operators Manuals, and One Vehicle Repair Manual and/or applicable DVD's if available for this truck and mounted equipment.
- Bid shall include estimated delivery date of the new 2014/15 Heavy Duty Combination Sewer Cleaner Truck. The estimated delivery date shall be one (1) year/three hundred sixty-five (365) days or less from the date of the issuance of purchase order.
- In the event that the new truck has not arrived at the Owner facilities on or before the estimated delivery date liquidated damages can be charged at the rate of one percent per calendar day of the unit price of the truck not delivered in accordance with the time specified on the Bid Form.

Comments:

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

CHASSIS

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 2014/15 Model 114 Service Duty 6x4 Conventional Chassis |
| <input type="checkbox"/> | <input type="checkbox"/> | 20,000 Pounds Front/40,000 Pounds Rear - 60,000 Pounds Gross Vehicle Weight Rating |
| <input type="checkbox"/> | <input type="checkbox"/> | Diesel Engine - 370 Horsepower minimum |
| <input type="checkbox"/> | <input type="checkbox"/> | Transmission - Allison 3000 Rugged Duty Services Automatic Transmission with Power Take Off provision or equivalent |
| <input type="checkbox"/> | <input type="checkbox"/> | Domiciled USA 50 States-Including California And California Air Resource Board Opt-In States |
| <input type="checkbox"/> | <input type="checkbox"/> | 2010 Environmental Protection Agency/California Air Resource Board Emission Certification |
| <input type="checkbox"/> | <input type="checkbox"/> | 2008 California Air Resource Board Emission Certification – Clean Idle (Includes 6x4 Inch Label on Lower Forward Corner of Driver Door) |
| <input type="checkbox"/> | <input type="checkbox"/> | Engine Mounted Oil Check and Fill |
| <input type="checkbox"/> | <input type="checkbox"/> | 12 Volt 160 AMP Alternator |
| <input type="checkbox"/> | <input type="checkbox"/> | Two 12 Volt Maintenance Free 2250 Cold Cranking Amperes Total, Threaded Stud Batteries |
| <input type="checkbox"/> | <input type="checkbox"/> | Battery Box Frame Mounted |
| <input type="checkbox"/> | <input type="checkbox"/> | Positive Load Disconnect Switch |
| <input type="checkbox"/> | <input type="checkbox"/> | Positive and Negative Posts for Jumpstart mounted near/on Battery Tray/Box |
| <input type="checkbox"/> | <input type="checkbox"/> | Cummins 18.7 Cubic Feet per Minute Air Compressor with Internal Safety Valve or Equivalent |
| <input type="checkbox"/> | <input type="checkbox"/> | Electronic Engine Integral Shutdown Protection System |
| <input type="checkbox"/> | <input type="checkbox"/> | Automatic Front Slack Adjusters |
| <input type="checkbox"/> | <input type="checkbox"/> | Power Steering |
| <input type="checkbox"/> | <input type="checkbox"/> | Power Steering Cooler mounted |
| <input type="checkbox"/> | <input type="checkbox"/> | Front Shock Absorbers |
| <input type="checkbox"/> | <input type="checkbox"/> | RT-40-145, 40,000 Pound R-Series Tandem Rear Axle, minimum |
| <input type="checkbox"/> | <input type="checkbox"/> | One (1) Inter-axle Lock Valve for Tandem |
| <input type="checkbox"/> | <input type="checkbox"/> | Automatic Rear Slack Adjusters |

Comments:

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

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CHASSIS

CONTINUED

- Yes No Each line item specification requires checking either the Yes or No box**
- Rear Suspension at 40,000 Pounds
 - Pull Cable on all Air Tanks
 - 90 Gallon/340 Liter Aluminum Fuel Tank
 - Locking Fuel Tank Cap(s)
 - Goodyear G296 MSA 425/65R22.5 20-Ply Radial Front Tires or equivalent
 - Goodyear G182 RSD11R22.5 14-Ply Radial Rear Tires or equivalent
 - 22.5 x 12.25 10-Hub Pilot 4.75 Inset 5-Hand Steel Disc Front Wheels
 - 22.5 x 8.25 10-Hub Pilot 2-Hand Steel Disc Rear Wheels
 - Air Cab Mounts
 - Cab Mounted Operator Grab Handles on Both Sides of Cab
 - Door Locks and Ignition Switch keyed the same with (8) Keys
 - Rear License Plate Mount End of Frame
 - Halogen Composite Headlamps
 - Daytime Running Lights
 - Integral Stop/Tail/Backup Lights with 7 Feet Additional Wire at Chassis End of Frame
 - Power Mirrors, Door Mounted Controls
 - Tinted Door Glass Left Hand and Right Hand with Tinted Wing Windows
 - Windshield Washer Reservoir, Cab Mounted, with Fluid Level Indicator
 - Gray Vinyl Interior
 - Black Floor Mats with Manufacturer's Trademark
 - Heater, Defroster and Air Conditioner

Comments:

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

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CHASSIS

CONTINUED

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

- Standard Heater Plumbing
- 12 Volt Negative Ground Electrical System
- Dome Light with 3-Way Switch Activated by Left Hand and Right Hand Doors
- Cab Door Latches with Manual Door Locks
- One (1) 12 Volt Power Supply in Dash
- Driver and Passenger Interior Sun Visors
- Low Air Pressure Light and Buzzer
- Diagnostic Interface Connector, 9 Pin, SAE J1939, Located Below Dash
- Engine and Trip Hour Meters Integral within Driver Display
- Dash Mounted AM/FM Radio with Front Auxiliary Input
- Electronic 3000 RPM Tachometer
- Self Canceling Turn Signal Switch with Dimmer, Washer/Wiper/Hazard in Handle
- Cab Color A: White
- Black, High Solids Polyurethane Chassis Paint
- Vendor White Front Wheels/Rims
- Vendor White Rear Wheels/Rims
- Extended Warranty - 5 Year/100,000 Miles or 7,500 Hours
- Air Dryer – Bendix AD-IP or equal
- Air Seat, Driver and Passenger sides
- First Aid Kit (must meet Department of Transportation requirements for Vehicle Application)
- Fire Extinguisher (must meet Department of Transportation regulations and be mounted)

Comments:

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

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Body Specifications

GENERAL

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

- Heavy Duty Combination Sewer Cleaner Truck shall be capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water
- The high pressure sewer cleaner operates independent of the vacuum system and the vacuum System operates independent of the high pressure sewer cleaner
- Heavy Duty Combination Sewer Cleaner Truck shall be capable of being operated by one man, with all operating controls for high-pressure water pump, hose reel, and vacuum located at the front of the machine for safety

DEBRIS BODY

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

- Debris storage body has a minimum usable liquid capacity of 10 cubic yards
- Debris storage body shall be painted white
- There shall be a 6-inch diameter liquid drain knife valve for removing excess liquids
- Drain will have 10 feet of 6-inch lay flat hose
- The rear door shall be supplied with a debris deflector shield located inside the debris tank
- The debris deflector shield shall deflect material from rear door
- A rear door safety prop shall be provided
- Dump controls are located on curbside mid-ship of the unit, well forward of the dumping area for operator safety
- Bed up indicator warning light mounted in the cab
- Rear door open indicator warning light mounted in the cab
- Debris Body Power Flush Out System
- Hydraulic pump off kit (plumbed to the front of the truck)

Comments:

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

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CENTRIFUGAL FAN

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | A manual override system is provided in case of system failure |
| <input type="checkbox"/> | <input type="checkbox"/> | The centrifugal vacuum fan shall be of a minimum 2-stage construction |
| <input type="checkbox"/> | <input type="checkbox"/> | A centrifugal cyclone with cleanout box is provided. The separator removes particles from the air stream, thus enabling unit to vacuum wet or dry material |
| <input type="checkbox"/> | <input type="checkbox"/> | One (1) vacuum breaker override switch (to vacuum and drive simultaneously) |

BOOM

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Front loading, attached at the front of the machine in order to provide ease of positioning the machine over the manhole, as well as afford maximum safety for the operator |
| <input type="checkbox"/> | <input type="checkbox"/> | The boom shall hydraulically telescope a minimum of 8 feet forward from the operator's stations |
| <input type="checkbox"/> | <input type="checkbox"/> | A manual override system shall be provided for right/left, and up/down functions in case of system failure |
| <input type="checkbox"/> | <input type="checkbox"/> | Control of the boom is by means of a joystick control at the operator's station |
| <input type="checkbox"/> | <input type="checkbox"/> | Wireless Control, allows remote operation. Provide control functions, boom control emergency shut off |
| <input type="checkbox"/> | <input type="checkbox"/> | 8-inch diameter pipe extensions with clamps will be provided and carried on the truck as follows:
One 6 ½ Foot Catch Basin Nozzle
Two 6 Foot Aluminum Pipe Extensions
Three 5 Foot Aluminum Pipe Extensions
One 3 Foot Aluminum Pipe Extension
One 8-Inch Adjustable Air Gap for Underwater Vacuuming
Once Clamp per Pipe on Truck |

Comments:

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

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WATER SUPPLY

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | The water tanks shall have a minimum usable capacity of 1,500 U.S. gallons |
| <input type="checkbox"/> | <input type="checkbox"/> | A 2-1/2 inch diameter x 25 feet long hydrant hose with hydrant wrench is supplied on the unit |
| <input type="checkbox"/> | <input type="checkbox"/> | An anti-siphon fill device is installed on the unit |
| <input type="checkbox"/> | <input type="checkbox"/> | A sight gauge to indicate water level is located within sight of the water loading location |

AUXILIARY ENGINE

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Tier 4i Diesel Powered, 6 Cylinder Heavy-Duty Industrial Engine |
| <input type="checkbox"/> | <input type="checkbox"/> | Electronic digital diagnostic and fault monitoring panel to display various engine operation conditions including but not limited to engine rpm, hours, percentage engine load, coolant temperature, oil pressure, current and stored engine faults and current fuel consumption |
| <input type="checkbox"/> | <input type="checkbox"/> | Standard integrated safety shutdown system will be provided and will shut the engine down in the event of low oil pressure or excessive coolant temperature |
| <input type="checkbox"/> | <input type="checkbox"/> | The oil filter, fuel filters, and air filters shall be accessed from ground level |

HIGH PRESSURE WATER PUMP

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | The high pressure water pump shall be rated to deliver smooth continuous pressure and flow through the entire flow range of the pump |
| <input type="checkbox"/> | <input type="checkbox"/> | The high pressure shall have smooth continuous flow for both the high pressure system and the hand gun system |
| <input type="checkbox"/> | <input type="checkbox"/> | A minimum continuous duty flow of 80 GPM and 2,000 PSI shall be provided |
| <input type="checkbox"/> | <input type="checkbox"/> | The high-pressure water pump is equipped with a cold weather drain valve |
| <input type="checkbox"/> | <input type="checkbox"/> | The valve allows the operator to completely drain the high-pressure pump |

Comments:

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

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HOSE REEL ASSEMBLY

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | The hose reel assembly is mounted on the front of the vehicle |
| <input type="checkbox"/> | <input type="checkbox"/> | The hose reel shall have a capacity of a 1,000 feet x 1-inch hose |
| <input type="checkbox"/> | <input type="checkbox"/> | The hose reel is hydraulically powered in both directions |
| <input type="checkbox"/> | <input type="checkbox"/> | The controls for operating the motor have a flow control device to regulate the rotational speed of the reel in both directions |

JET HOSE

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | A 1,000 foot x 1 inch Piranha hose will be supplied rated for 3000 PSI working pressure and 7500 PSI burst pressure |
| <input type="checkbox"/> | <input type="checkbox"/> | A Piranha sewer heavy duty hose guide with 25 feet of nylon rope will be provided |
| <input type="checkbox"/> | <input type="checkbox"/> | Two (2) 36 inch flexible hose guides (tiger tail) |
| <input type="checkbox"/> | <input type="checkbox"/> | 25 Foot Leader Hose |
| <input type="checkbox"/> | <input type="checkbox"/> | Nozzles shall be, at a minimum, hardened steel with replaceable ceramic orifices as follows:
One chisel head penetrator and One standard sanitary |

MANHOLE CLEANING WATER SYSTEM (HAND GUN)

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | The high-pressure pump shall be used for manhole cleaning with a smooth continuous flow of 20 GPM and a pressure of 600 PSI shall be provided for ease of operation |
| <input type="checkbox"/> | <input type="checkbox"/> | Hand Gun Hose Reel with Spring Retractable Reel |

Comments:

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

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LIGHTS - Switched On/Off from Cab

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Clearance lights/reflectors are mounted in accordance with Department of Transportation requirements |
| <input type="checkbox"/> | <input type="checkbox"/> | LED lights, clearance, back up, stop, turn and tail lights |
| <input type="checkbox"/> | <input type="checkbox"/> | One (1) left mirror and One (1) right mirror mounted rotating beacons |
| <input type="checkbox"/> | <input type="checkbox"/> | One LED Arrow Stick mounted low in the rear for traffic control |
| <input type="checkbox"/> | <input type="checkbox"/> | Split Arrow traffic controller, two piece ten (10) lights, mounted rear top of body |
| <input type="checkbox"/> | <input type="checkbox"/> | One (1) LED Strobe Light, front mounted, with Limb Guard |
| <input type="checkbox"/> | <input type="checkbox"/> | One (1) LED Strobe Light, rear mounted, with Limb Guard |
| <input type="checkbox"/> | <input type="checkbox"/> | Boom Mounted Flood Lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Work light mounted at auxiliary engine |
| <input type="checkbox"/> | <input type="checkbox"/> | Two (2) work lights mounted at rear of truck for observing dumping operation |

LIGHTS - Switched On/Off from Operator's Station Front of Truck

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Hand Held Spot Light |
| <input type="checkbox"/> | <input type="checkbox"/> | Provide operator station work lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Provide hose reel manhole work lights |
| <input type="checkbox"/> | <input type="checkbox"/> | Integrated Locator Wire inside the hose, allowing crew to track hose throughout length of pipe |

Comments:

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

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HYDRAULIC SYSTEM and LUBRICATION

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | The hydraulic system shall incorporate a main shut off valve in case of hydraulic failure |
| <input type="checkbox"/> | <input type="checkbox"/> | The unit shall be equipped, mid-section of the module, a permanent weatherproof white vinyl lubrication chart that points out lubrication points on the module and specifies what type of lubrication and hydraulic fluids are required |
| <input type="checkbox"/> | <input type="checkbox"/> | The chart also specifies the frequency of each lubrication point |
| <input type="checkbox"/> | <input type="checkbox"/> | Remote plumbed grease fittings are provided for the vacuum compressor, boom rotation, and water pump drive areas |

ACCESSORIES

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Two (2) Tool Boxes mounted where available on chassis, minimum 16 cubic feet |
| <input type="checkbox"/> | <input type="checkbox"/> | Front Bumper Connection for Hand Guns |
| <input type="checkbox"/> | <input type="checkbox"/> | Folding Pipe Rack, Drivers & Curbside, hydraulic or air assist, up/down |
| <input type="checkbox"/> | <input type="checkbox"/> | Low Water Alarm With Light |
| <input type="checkbox"/> | <input type="checkbox"/> | Back-Up Alarm |
| <input type="checkbox"/> | <input type="checkbox"/> | Hydro-excavation Package: 50 Feet Retractable Handgun Hose Reel with 50 Feet of ½ inch High Pressure Hose, High Pressure Quick Disconnect, Heavy Duty High Pressure Un-loader Valve, Main Control Ball Valve, 48 Inch x ½ Inch Stainless Steel Lance with Adjustable Grip and Horizontal Spray |
| <input type="checkbox"/> | <input type="checkbox"/> | Hose Footage Counter |
| <input type="checkbox"/> | <input type="checkbox"/> | One Safety Cone Storage Rack for minimum 4, 36" cones |
| <input type="checkbox"/> | <input type="checkbox"/> | Auxiliary Engine Remote Oil Drain |
| <input type="checkbox"/> | <input type="checkbox"/> | Remote Boom Grease Fitting Assembly, accessible from ground level |
| <input type="checkbox"/> | <input type="checkbox"/> | Remote Debris Tank Grease Fitting Assembly, accessible from ground level |
| <input type="checkbox"/> | <input type="checkbox"/> | Remote Grease Fitting Assembly for Articulating Hose Reel, accessible from ground level |
| <input type="checkbox"/> | <input type="checkbox"/> | Integrated video display, minimum 7 inch, mounted in cab, with cameras mounted on front and rear of truck. Video displays camera in the front of truck for lining hose reel with manholes and video displays rear of truck for backing up. |

Comments:

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

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TRAINING & MANUALS

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Operator training will be conducted by a factory-trained representative for a minimum of one day at the time of delivery |
| <input type="checkbox"/> | <input type="checkbox"/> | Two copies of the operating and maintenance manual(s) for the sewer cleaner module shall be provided upon unit delivery |
| <input type="checkbox"/> | <input type="checkbox"/> | An operational video will be provided with the unit, if available |

MOUNTING & DELIVERY

- | Yes | No | Each line item specification requires checking either the Yes or No box |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | The Chassis manufacturer shall have a chassis designed to meet the Body manufacturers design specifications |

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 Heavy Duty Combination Sewer Cleaner Truck,

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 Heavy Duty Combination Sewer Cleaner Truck.

MANUFACTURER: _____

MODEL NO.: _____

DELIVERY DATE: _____

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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Bid Form

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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 of your current City business license.

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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. 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 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 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.

3. 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.

4. Rejection of Bid

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.

5. 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.

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, 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.

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 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.

10. 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.

11. Delivery and Inspection

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.

Title to truck shall not pass to Owner until the truck engine and auxiliary engine has been delivered with a **full tanks of fuel** to the designated location and have 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. Vehicle 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 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 trucks 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 (5th) 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 new **2014/15 Model Heavy Duty Combination Sewer Cleaner Truck** 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: _____

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Addendum

Bidder acknowledges receipt of the following Addenda:

No. _____, dated _____, 2013, Signed, _____

No. _____, dated _____, 2013, Signed, _____

No. _____, dated _____, 2013, Signed, _____

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