



City of
Los Banos
At the Crossroads of California

CITY OF LOS BANOS
PUBLIC WORKS DEPARTMENT

INVITATION FOR SEALED BIDS

PROPOSAL FOR THE LEASE OF FIVE
NEW 2013/14 MODEL
MEDIUM DUTY TRUCKS

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.
August 30, 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. PST (Pacific Standard Time) on August 30, 2013 for the five year lease of Five (5) New 2013/14 Model Medium Duty Trucks with a \$1 buyout at the end of the lease period. 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 August 30, 2013. 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. Bids received after the bid submittal deadline will be rejected and returned to the bidder unopened.

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. Pacific Standard Time (PST), on August 30, 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 5-11), "Bid Form" (pages 12-13), "Signature Sheet" (page 20), Bid Security of \$5,000.00 or equivalent Security Bond, and signed "Addendum" if issued (page 21). 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 "**Public Works Lease 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 "**Public Works Lease 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.

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 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 August 21, 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 PST, August 23, 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		August 2, 2013
Deadline to submit questions/clarifications	5:00 P.M.	August 21, 2013
Addendums/Questions/Clarifications Posted	5:00 P.M.	August 23, 2013
Bid Opening	2:00 P.M.	August 30, 2013
City Council awards Bid		September 17, 2013
Issuance of a Purchase Order	By	September 20, 2013

Prior to receiving, the Five (5) New 2013/14 Model Medium Duty Trucks will be inspected to insure that they meet the specifications. The new trucks must be completely assembled, ready to operate, and serviced with a **full tank of fuel** in each truck by Bidder before delivery.

Specifications Compliance

The Bidder shall note their compliance on each line provided with a Y (which means yes) or non-compliance with an N (which means no). Each line item requires a Y or N. **Any space 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

- _____ Lease period shall be for five (5) years on the five (5) new 2013/14 Medium Duty Trucks. Lease payments on the five (5) new 2013/14 Medium Duty Trucks shall be submitted monthly. Bidder shall include a provision for the Owner to purchase the lease for One Dollar (\$1) at the end of the five (5) year lease period.
- _____ Trucks 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 trucks shall include the equipment shown on the attached specifications, but may not be limited to said equipment.
- _____ Bidder shall quote lease price to include manufacturer's warranty for all five (5) new 2013/14 Medium Duty Trucks. The warranties shall commence upon acceptance of the completed units by the Owner.
- _____ Bidder shall include in the lease package the cost of complete regularly scheduled service maintenance as prescribed by manufacturer (oil changes, fluid checks, periodic inspections, etc.), all bumper to bumper repairs, one complete set of replacement brakes, and one full replacement set of tires for each of the five trucks/vehicles, if needed, as required by industry standards.
- _____ Bidder shall quote the total lease price for the five (5) new 2013/14 Medium Duty Trucks to include California sales tax, delivery charges, California Tire Recycling Fee, and DMV document preparation fee for exempt license plates, if applicable. Bidder shall not include any Federal excise tax.
- _____ Trucks must meet all current air quality standards, California Emission Control Regulations, all Federal Safety Standards, and Department of Motor Vehicle Regulations.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

- _____ Successful Bidder shall supply one each: Vehicle Services Manual, Vehicle Operators Manual, and one Vehicle Repair Manual and/or applicable DVD(s), if available for each vehicle.

- _____ Bidder shall confirm on Bid Form ability to deliver the five (5) new 2013/14 Medium Duty Trucks in one hundred-twenty (120) days or less from the date of issuance of purchase order.

- _____ In the event that the new trucks have not arrived at the Owner facilities on or before the one hundred-twenty (120) days liquidated damages may be charged at the rate of one percent per calendar day of the unit price of the trucks not delivered in accordance with one hundred-twenty (120) days or less from the date of issuance of purchase order.

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

Truck # 1

- _____ 2013/14 One and One Half (1 ½) Ton Regular Cab DRW CC with 14' Contractors bed
- _____ Auto Crane model 2003 crane w/stiff leg mounted to the right rear corner of bed
- _____ A/C
- _____ Cruise Control
- _____ Chrome Front Bumper
- _____ 6.0 L (minimum) V-8 Gas Engine
- _____ 6 Speed Automatic Transmission with Overdrive (PTO capable)
- _____ Four Wheel Antilock Disc Brakes
- _____ 3 Up-fitter Switches (if available)
- _____ 40/20/40 Seat with Fold Down Armrest/Console
- _____ Rubber Floor Covering with rubber Manufacturers Logo Floor Mats
- _____ Paint – White
- _____ Power Outside Mirrors for Towing
- _____ Halogen Headlamps
- _____ Cargo/Work Lamp
- _____ Intermittent Windshield Wipers
- _____ Tow Package: Pintle 2"Ball Trailer Hitch, 7 Wire RV Wiring Harness, Electric Brake Controller
- _____ Fire Extinguisher – 10 Pound ABC
- _____ AM/FM/CD Stereo with Bluetooth capabilities
- _____ Power Windows and Door Locks
- _____ Underbody PTO Driven Air Compressor
- _____ Cab steps, both sides

Comments:

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

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Truck # 2

- _____ 2013/14 One and One Half (1 ½) Ton Regular Cab DRW CC with 14' Contractors Bed
- _____ A/C
- _____ Cruise Control
- _____ Chrome Front Bumper
- _____ 6.0 L (minimum) V-8 Gas Engine
- _____ 6 Speed Automatic Transmission with Overdrive
- _____ Four Wheel Antilock Disc Brakes
- _____ 3 Up-fitter Switches (if available)
- _____ 40/20/40 Seat with Fold Down Armrest/Console
- _____ Rubber Floor Covering with rubber Manufacturers Logo Floor Mats
- _____ Paint – White
- _____ Power Outside Mirrors for Towing
- _____ Halogen Headlamps
- _____ Cargo/Work Lamp
- _____ Intermittent Windshield Wipers
- _____ Tow Package: Pintle 2"Ball Trailer Hitch, 7 Wire RV Wiring Harness, Electric Brake Controller
- _____ Fire Extinguisher – 10 Pound ABC
- _____ AM/FM/CD Stereo with Bluetooth capabilities
- _____ Power Windows and Door Locks
- _____ Cab steps, both sides

Comments:

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

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Truck # 3

- _____ 2013/14 Three-Quarter (3/4) Ton Regular Cab SRW CC with Low Profile 8' Service Body
- _____ A/C
- _____ Cruise Control
- _____ Chrome Front Bumper
- _____ 6.0 L (minimum) V-8 Gas Engine
- _____ 6 Speed Automatic Transmission with Overdrive
- _____ Four Wheel Antilock Disc Brakes
- _____ 3 Up-fitter Switches (if available)
- _____ 40/20/40 Seat with Fold Down Armrest/Console
- _____ Rubber Floor Covering with Manufacturers Logo Floor Mats
- _____ Paint – White
- _____ Power Outside Mirrors for Towing
- _____ Halogen Headlamps
- _____ Cargo/Work Lamp
- _____ Intermittent Windshield Wipers
- _____ Tow Package: Pintle 2" Ball Trailer Hitch, 7 Wire RV Wiring Harness, Electric Brake Controller
- _____ Fire Extinguisher – 5 Pound ABC
- _____ AM/FM/CD Stereo with Bluetooth capability
- _____ Power Windows and Door Locks
- _____ One Piece Fold-down Power Lift Gate (1,200 pounds)
- _____ Bed Area to have spray on bed liner applied
- _____ Top Side Body Bins to Open Up
- _____ Cab steps, both sides

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

Truck # 4

- _____ 2013/14 Three-Quarter (3/4) Ton Regular Cab SRW CC Pickup w/8' bed
- _____ A/C
- _____ Cruise Control
- _____ Chrome Front Bumper
- _____ 6.0 L (minimum) V-8 Gas Engine
- _____ 6 Speed Automatic Transmission with Overdrive
- _____ Four Wheel Antilock Disc Brakes
- _____ 3 Up-fitter Switches (if available)
- _____ 40/20/40 Seat with Fold Down Armrest/Console
- _____ Rubber Floor Covering with Manufacturers Logo Floor Mats
- _____ Paint – White
- _____ Power Outside Mirrors for Towing
- _____ Halogen Headlamps
- _____ Cargo/Work Lamp
- _____ Intermittent Windshield Wipers
- _____ Tow Package: Pintle 2" Ball Trailer Hitch, 7 Wire RV Wiring Harness, Electric Brake Controller
- _____ Fire Extinguisher – 5 Pound ABC
- _____ AM/FM/CD Stereo with Bluetooth capability
- _____ Power Windows and Door Locks
- _____ One Piece Fold-down Power Lift Gate (1,200 pounds)
- _____ Bed Area to have spray on bed liner applied
- _____ Cab steps, both sides

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

Truck # 5

- _____ 2013/14 One (1) Ton Regular Cab SRW CC Pickup w/8' bed
- _____ A/C
- _____ Cruise Control
- _____ Chrome Front Bumper
- _____ 6.0 L (minimum) V-8 Gas Engine
- _____ 6 Speed Automatic Transmission with Overdrive
- _____ Four Wheel Antilock Disc Brakes
- _____ 3 Up-fitter Switches (if available)
- _____ 40/20/40 Seat with Fold Down Armrest/Console
- _____ Rubber Floor Covering with Manufacturers Logo Floor Mats
- _____ Paint – White
- _____ Power Outside Mirrors for Towing
- _____ Halogen Headlamps
- _____ Cargo/Work Lamp
- _____ Intermittent Windshield Wipers
- _____ Tow Package: Pintle 2” Ball Trailer Hitch, 7 Wire RV Wiring Harness, Electric Brake Controller
- _____ Fire Extinguisher – 5 Pound ABC
- _____ AM/FM/CD Stereo with Bluetooth capability
- _____ Power Windows and Door Locks
- _____ Bed Area to have spray on bed liner applied
- _____ Cab steps, both sides

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 **Five (5) New 2013/14 Model Medium Duty Trucks in a five (5) year lease with a \$1 buyout for each truck/vehicle at the end of the lease period,**

the undersigned, as Bidder, hereby offers to lease to the Owner, in accordance with the terms and conditions, requirements and specifications set forth in the Bid Documents for the price quoted in this Bid, **Five (5) New 2013/14 Model Medium Duty Trucks in a five (5) year lease with a \$1 buyout for each truck/vehicle at the end of the lease period,**

	Manufacturer	Model	Monthly Lease Cost	Five Year Lease Total Extended
Vehicle #1			\$	\$
Vehicle #2			\$	\$
Vehicle #3			\$	\$
Vehicle #4			\$	\$
Vehicle #5			\$	\$
Total Monthly Lease Cost			\$	
Total Bid Price				\$

Total Bid Price - Written Form

Delivery Date: One Hundred-Twenty (120) Days or Less

**Check Box
If Acceptable**

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

Page 2

The undersigned certifies under penalty of perjury that the above quotation constitutes a bona-fide offer to lease, that he/she is an authorized representative of the firm listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by Owner constitutes acceptance of Bidder's offer on the terms and conditions stated in the Bid Documents, and forms a contract. Bidder will not withdraw its Bid 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 trucks from other sources and may deduct from any monies due, or that may thereafter become due to the successful Bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the Owner. Prices paid by the Owner must be considered the prevailing market price at the time such lease is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Owner.

3. Cancellation of Purchase Order and/or Contract

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

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

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

12. Payment

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

Award of Bid

An evaluation team shall validate and evaluate all 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 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 **Five (5) New 2013/14 Model Medium Duty Trucks with a five (5) year lease and a \$1 buyout for each truck/vehicle at the end of the lease period**, 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

ADDENDUM

Bidder acknowledges receipt of the following Addenda:

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

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

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

THIS PAGE SHALL BE COMPLETED, IF NECESSARY

IF COMPLETED, THIS PAGE MUST BE RETURNED WITH BID PROPOSAL FORMS

Specific Companies to Mail Bid Packages:

Santos Ford
Attn: Fleet Sales Manager
617 West Pacheco Blvd
Los Banos, CA 93635
209.826.4921

Mission Valley Ford
Attn: Fleet Sales Manager
780 East Brokaw Road
San Jose, CA 95112
408.933.2300

Bonander GMC
Attn: Fleet Sales Manager
231 South Center Street
Turlock, CA 95380
209.632.8871

Razzari Dodge
Attn: Fleet Sales Manager
1605 Auto Center Drive
Merced, CA 95340
209.722.7407

Merced Chevrolet
Attn: Fleet Sales Manager
1485 West 15th Street
Merced, CA 95340
209.383.3306

Ron Smith Chevrolet
Attn: Fleet Sales Manager
1900 Auto Center Drive
Merced, CA 95340
209.725.5050

Bob Silva Ford
Attn: Fleet Sales Manager
200 South Madera Avenue
Madera, CA 93637
559.674.6771

Steve's Chevrolet
Attn Fleet Sales Manager
1 Auto Park Drive
Chowchilla, CA 93610
559.665.3710

Patchett's Ford
Attn: Fleet Sales Manager
5200 North Golden State Blvd
Turlock, CA 95382
209.669.5200

My Chevrolet
Attn: Fleet Sales Manager
444 Auto Center Circle
Salinas, CA 93907
831.240.4854

Razzari Ford
Attn: Fleet Sales Manager
1234 Auto Center Drive
Merced, CA 95340
888.379.8985

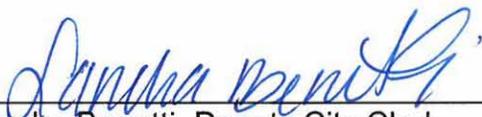


City of
Los Banos
At the Crossroads of California

BID OPENING

LEASE OF FIVE NEW 2013/14 MODEL MEDIUM DUTY TRUCKS
FRIDAY, AUGUST 30, 2013 @ 2:00 PM

1 Santos Ford \$ 234,617.09

Signed: 
Sandra Benetti, Deputy City Clerk

Dated: August 30, 2013

Witness: 
Gary Hutsell, Assistant Public Works Director