



**INVITATION FOR SEALED BIDS
(Seven) Traffic Enforcement Police Motorcycles
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 21-038)**

**BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, JANUARY 27, 2022
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

INVITATION FOR SEALED BID
(Seven) Traffic Enforcement Police Motorcycles
PUR 21-038

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NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California for specifications for **(Seven) Traffic Enforcement Police Motorcycles (PUR 21-038)** in strict accordance with the specifications.

The bid specifications and forms can be obtained from the City of Stockton's website at www.stocktonca.gov/adminbid and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, up to but not later than **2:00 p.m., on Thursday, January 27, 2022.**

The City reserves the right to reject any and/or all bids received.

Information on Bid Process/Clarification/Technical Data

Matthew Gutierrez, Procurement Division
(209) 937-8358
e-mail: stocktonbids@stocktonca.gov

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: 01/13/2022

Eliza Garza
CITY CLERK OF THE CITY OF STOCKTON

BIDDER'S CHECKLIST

Did You:

- * Complete the following bid documents (FROM THIS PACKET ONLY SUBMIT PAGES **15 to 19**, along with any illustrations/brochures):
 - * Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
 - * Complete and sign the "Bid to be Submitted" form.
 - * Sign the "Bidder's Agreement" form. **Include (with bid) name and e-mail address for City contact, if different from signatree**
 - * Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.
 - * ~~Include your \$0.00 bidder's security, bidder's bond, certified or cashier's check.~~
NOTE: As information, the City will **NOT** accept company or personal checks for bid security.
 - * Include self-addressed, unstamped envelope (#10, 4- 1/8 x 9- 1/2) with bidder's security. **Please DO NOT seal your security, bidder's bond, certified or cashier's check in this envelope.** It is for returning the security to the bidder AFTER project award.
- * Submit one (1) ORIGINAL of all bid documents. Additionally, submit one (1) flash drive with an electronic version of the bid documents.
- * Review all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid
- * Deliver sealed bid to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **Thursday January 27, 2022, at 2:00 p.m.** Sealed bid shall be marked "Bid" and indicate project name, number, and bid opening date.
Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted. NOTE: The Stockton City Clerk's office is closed from 12 noon to 1 p.m. for lunch.
 - A) (Seven) Traffic Enforcement Police Motorcycles
 - B) (PUR 21-038)
 - C) Thursday, January 27, 2022

CONTACT INFORMATION:

Information on Bid Process/Clarification/Technical Data
Matthew Gutierrez, Procurement Specialist (209) 937-8358 e-mail: stocktonbids@stocktonca.gov

*If not completed as required, your bid may be voided.

***DISCLAIMER:** The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

***THIS FORM IS FOR YOUR INFORMATION ONLY AND DOES NOT NEED TO BE SUBMITTED WITH YOUR BID.**

CITY OF STOCKTON
INVITATION FOR SEALED BID (IFB)

1.0 GENERAL INFORMATION

1.1 REQUEST FOR SEALED BID

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide **(Seven) Traffic Enforcement Police Motorcycles (PUR 21-038)** for the City of Stockton.

1.2 INVITATION TO SUBMIT A BID

Bids shall be submitted no later than **2:00 p.m., on Thursday, January 27, 2022**, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

The bid should be firmly sealed in an envelope which shall be clearly marked on the outside, "**(Seven) Traffic Enforcement Police Motorcycles** for the City of Stockton **(PUR 21-038)**." Additionally, submit one (1) flash drive with an electronic version of the bid documents. Any bid received after the due date and time indicated will not be accepted and will be deemed rejected and returned, unopened, to the bidder.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

CITY OF STOCKTON
INVITATION FOR SEALED BID (IFB)

1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Bidders must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted Sept. 1, 2009, effective Oct. 1, 2009.

1.5 CONSEQUENCE OF SUBMISSION OF BID

- A. The City shall not be obligated to respond to any bid submitted nor be legally bound in any manner by the submission of a bid.
- B. Acceptance by the City of a bid obligates the bidder to enter into a contract with the City.
- C. A contract shall not be binding or valid against the City unless or until it is executed by the City and the bidder.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.6 EXAMINATION OF BID MATERIALS

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid. No request for modification of the provisions of the bid shall be considered after its submission on the grounds the bidder was not fully informed as to any fact or condition. Statistical information which may be contained in the bid or any addendum thereto is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.7 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of a bid shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: MATTHEW GUTIERREZ
PROCUREMENT DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
stocktonbids@stocktonca.gov

CITY OF STOCKTON
INVITATION FOR SEALED BID (IFB)

Such request for clarification shall be delivered to the City by January 20, 2022. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid by January 21, 2022, and will become a part of the bid. The bidder should await responses to inquires prior to submitting a bid.

1.8 DISQUALIFICATION

Any of the following may be considered cause to disqualify a bidder without further consideration:

- A. Evidence of collusion among bidders.
- B. Any attempt to improperly influence any member of the evaluation panel.
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the bid process will, and shall be, just cause for disqualification/rejection of bidder's bid submittal and considered non-responsive.
- D. A bidder's default in any operation of a contract which resulted in termination of that contract.
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between bidder and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.9 BID REJECTED

A bid shall be prepared and submitted in accordance with the provisions of these bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. The City has the right to waive any defects in a bid if the City chooses to do so. The City may not accept a bid if:

- A. Any of the bid forms are left blank or are materially altered.
- B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.

CITY OF STOCKTON
INVITATION FOR SEALED BID (IFB)

1.10 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The bidder assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If bidder's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the vendor of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a bid.

1.11 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful bidder.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.12 HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

1.13 APPLICABLE LAW

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, county of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.14 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City. Invoices are to be rendered monthly.

CITY OF STOCKTON
INVITATION FOR SEALED BID (IFB)

1.15 NOTICE TO OUT-OF-STATE VENDOR

The City of Stockton will pay all applicable sales/use tax directly to the State of California for this purchase.

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

1.16 TERM

N/A

1.17 COMPETITIVE PRICING

Bidder warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of bidder. If bidder enters into any arrangements with another customer of bidder to provide product under more favorable charges, economic or product terms or warranties, bidder shall immediately notify City of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.18 FUNDING

Any contract which results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.19 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant contract for convenience by providing a sixty (60) calendar day advance notice unless otherwise stated in writing.

CITY OF STOCKTON
INVITATION FOR SEALED BID (IFB)

1.20 AUDITING OF CHARGES & SERVICES

The City reserves the right to periodically audit all charges and services made by the bidder to the City for services provided under the contract. Upon request, the bidder agrees to furnish the City with necessary information and assistance.

1.21 BID SECURITY – NOT USED

1.22 CONTRACT BONDS – NOT USED

1.23 AWARD

Upon conclusion of the bid process, a contract may be awarded for **(Seven) Traffic Enforcement Police Motorcycles** for the City of Stockton.

The City reserves the right to make an award on any item, quantity of any item, group of items, or in the aggregate to that/those bidder(s) whose bid(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all bids, or alternate bids, or waive any informality in the bid as is in the City's best interest.

Consideration will be given in comparing bids and awarding a contract, not only to the dollar amount of the bids, but also to:

- Kind
- Suitability
- Warranties
- Trade-in
- Buy-back agreement
- Salvage value
- Standardization
- Delivery time
- Any other criteria as best suits the City of Stockton
- Compatibility resulting in the lowest ultimate cost; Best value to the City

1.24 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the bidder or as recommended by the bidder's project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.25 OTHER GOVERNMENTAL AGENCIES

CITY OF STOCKTON
INVITATION FOR SEALED BID (IFB)

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the City of Stockton harmless.

1.26 LIQUIDATED DAMAGES

N/A

1.27 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.28 CONFIDENTIALITY

If bidder believes that portions of a bid constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the bidder must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the bid which the bidder believes to be protected from disclosure. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The bidder is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

1.29 JOB WALK

N/A

**1.30 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION
REGISTRATION REQUIREMENTS – NOT USED**

1.31 CONTRACTOR'S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the bidder or any subcontractor. The bidder is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the bidder is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

CITY OF STOCKTON
INVITATION FOR SEALED BID (IFB)

1.32 PROTEST POLICY

Protest and Appeal Procedures. In order to maintain fairness and impartiality, the City of Stockton has established a solicitation protest policy and procedure.

A. Protest Procedure

1. All protests must be in writing and stated as a formal protest.
2. A casual inquiry, complaint, or a statement of intent to protest that does not provide the facts and issues, and does not comply with the content requirements or deadlines, will not be considered or acted upon as a protest.
3. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
4. The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised and addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation.
5. Protests must be filed with the City's Chief Financial Officer, or designee, at the address listed in the Solicitation Protest FAQ sheet and Procurement Procedure Manual, not later than five (5) days after the date the City mails the Letter of Intent to Award .
6. Deliveries of the protest by hand, mail, email or fax are acceptable.
7. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines.
8. The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

B. Protest Review

1. The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
2. The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's , the decision is mailed to the protesting party.
3. The City Manager shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Chief Financial Officer, or designee.
4. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation .
5. The City Manager's administrative decision is final. After the City Manager issues the final administrative decision, the time in which judicial review of the decision must be sought shall be governed by

CITY OF STOCKTON
INVITATION FOR SEALED BID (IFB)

California Code of Civil Procedure Section 1094 or as such section may be amended from time to time.

6. If the protested procurement involves state or federal funds , the Chief Financial Officer, or designee, shall give notice to the interested party that he or she has the right to appeal to the appropriate agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
7. The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

Bidders, proposers , and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this section. The City will not review protests or appeals that are not submitted in accordance with these provisions and procedures.

A copy of this policy can be requested from the procurement specialist noted in Section 1.7 of this document.

CITY OF STOCKTON
REQUEST FOR SEALED BIDS

2.0 BACKGROUND/GENERAL NATURE OF SPECIFICATION

N/A

2.1 SPECIFICATIONS

**A. Minimum Specifications for BMW Traffic Enforcement Police Motorcycle– 7
Units or Equivalent**

	Detail	Option Code
•	1 Night Black & Alpine White III	753
•	1 Gear Shift Assist Pro	222
•	1 Heated Seat	518
•	1 Tire Pressure Monitoring	530
•	1 Cruise Control	538
•	1 Weather Protection	649
•	1 Standard Blue Pod-Mounted ID Lights	SID
•	3 Red LED-X Light	63 17 2 361 718
•	5 Blue LED-X Light	63 17 2 361 719
•	2 Amber LED-X Light	63 17 2 361 720
•	1 Duplex LED-X Red / Blue	63 17 2 361 730
•	6 White Torus LED TDL/Alley	63 17 2 361 722
•	2 Auxiliary LED Turn Signals	63 17 2 361 725
•	2 Auxiliary LED Brake/Tail Light	63 17 2 361 726
•	1 Saddlebag LED Lights w/sensor switch	63 17 2 361 727
•	1 LED Auxiliary Headlights (order 2)	63 17 8 532 147
•	3 Extra Ignition Key - No Keyless Ride	51 25 8 540 950
•	1 Police Side Stand Extension / Base	71 60 2 412 389
•	1 Map Light	71 60 2 452 819
•	1 Rear Flashlight / PR24 Holder - Right	71 60 2 452 838
•	1 BMW Motorrad Battery Charger (2.5 Ah)	77 02 8 551 897
•	2 Radio Power Plug Connector	71 60 2 452 887
•	1 Radio Speaker Plug	71 60 2 452 844
•	1 Radio "Y" Power Harness	71 60 2 452 880
•	1 Radio Quick Mounting Plate	71 60 2 408 076
•	1 Low Band Antenna Mount	71 60 2 448 421
•	1 Accessory Connection Plugs (3)	71 60 2 452 846
•	1 Front 12v Power Outlet (lighter style)	71 60 2 407 785
•	Install Provided Radio	
•	Provide Radio Interface Cable	
•	Mount Radar Gun Holster	

BID DOCUMENTS

- A) BID – (Seven) Traffic Enforcement Police Motorcycles
- B) PUR 21-038
- C) Thursday, January 27, 2022

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

BID TO BE SUBMITTED

(Round all numbers to the penny)

	UNIT PRICE (1)	EXTENDED PRICE (7)
A. BMW TRAFFIC ENFORCEMENT POLICE MOTORCYCLE	\$	\$
Taxable Fees (DMV Doc)	\$	\$
Sales Tax (9.00%)	\$	\$
Subtotal	\$	\$
Non-Taxable Fees (CA Tire)	\$	\$
GRAND TOTAL:	\$	\$

COMPLETE BID TOTAL: \$ _____

BID TO BE SUBMITTED

The bidder warrants this equipment for a minimum period of _____ years.

Complete delivery will be made within _____ calendar days from award of bid.

Vendor must complete all DMV forms and processes to provide proper title, registration, and exempt license plates. The City reserves the right to reject any and/or all bids received in order to ensure the best price and quality for the City of Stockton.

Any questions regarding specifications should be directed to Alanna Bindi, City of Stockton Fleet Project Manager, at telephone (209) 937-7416 or email at alanna.bindi@stocktonca.gov. Information on bid process/clarification should be directed to Matthew Gutierrez, City of Stockton Purchasing, at telephone (209) 937-8358 or email at stocktonbids@stocktonca.gov.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

DATE

() _____
TELEPHONE

NOTE: Bidders are to mark their sealed bids to clearly indicate the content as:

- A) (Seven) Traffic enforcement Police Motorcycles**
- B) PUR 21-038**
- C) Thursday, January 27, 2022**

IF YOU DO NOT WISH TO BID, PLEASE RETURN YOUR BID IMMEDIATELY STATING REASON.

BIDDER'S AGREEMENT

In submitting this bid, as herein described, the bidder agrees that:

1. They have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.
2. They have reviewed and understand all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.
3. They will enter into written contract and furnish the item(s)/service(s) in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the bidder on this bid.
4. The proposed price is inclusive of all freight and handling charges and includes delivery to the City of Stockton, Municipal Service Center, or if specified, to the alternate point of delivery shown in the specifications.
5. They have signed and notarized the attached Non-Collusion Affidavit form whether individual, corporate or partnership. Must be "A Jurat" notarization.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

E-MAIL ADDRESS

NOTE: Bids are invalid which are unsigned, or not accompanied by **\$0.00** bid deposit or a bidder's bond. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid. Bids shall be mailed or delivered to:

**OFFICE OF THE CITY CLERK
FIRST FLOOR, CITY HALL
425 NORTH EL DORADO STREET
STOCKTON, CALIFORNIA 95202-1997**

On or before **2:00 p.m. Thursday, January 27, 2022**, and publicly opened immediately thereafter in the City Council Chambers.

SPECIAL NOTE: U.P.S. OR OTHER SPECIAL HANDLING SERVICES DO NOT DELIVER DIRECTLY TO THE CITY CLERK'S OFFICE. BIDDERS ARE ADVISED THAT IF A SPECIAL HANDLING SERVICE IS USED, BIDS MAY NOT REACH THE CITY CLERK'S OFFICE IN TIME FOR BID OPENING AND WILL BE REJECTED AND RETURNED TO BIDDER.

**NON-COLLUSION
AFFIDAVIT FOR INDIVIDUAL BIDDER**

No. 1
STATE OF CALIFORNIA, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says:
That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Individual Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2
STATE OF CALIFORNIA, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3
STATE OF CALIFORNIA, _____)ss.
County of _____)
(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,
designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared
before me.

Seal _____

Signature _____

EXHIBIT B PURCHASE TERMS

1) DEFINITIONS

The term "Order" means the Purchase Order to which these Standard Terms and Conditions are attached or associated. "City" means City of Stockton, California, a municipal corporation. "Supplier" or "Vendor" means the person or business entity that is identified on the face of this Order to provide the Product hereunder. "Notice" means a specifically and appropriately addressed communication that is written and delivered by confirmed e-mail, facsimile, registered U.S. mail, or other verifiable method. "Product" means all items, materials, equipment, software, labor or other services that are the subject of the Order.

2) PRECEDENCE OF TERMS

If a written contract or agreement (the "Agreement") has been executed by City and Supplier with reference to the Product ordered hereunder, this Order shall be governed by the terms of such Agreement. If no Agreement exists, however, Supplier's acknowledgement of, or performance against, this Order shall constitute acceptance of all the terms and conditions stated herein. These terms and conditions will be the complete and exclusive statement of the parties relative to this Order.

3) NON-BINDING COUNTEROFFER

In the event of Supplier does not accept the terms of this Order, and submits a counteroffer to City in writing, Supplier acknowledges and agrees that a binding contract does not exist between the parties on the counter-offered terms proffered by Supplier unless and until City accepts such counteroffer in writing. Any performance by Supplier prior to receipt of City's written acceptance of the terms of a counteroffer shall be under the terms of this Order.

4) RIGHT OF INSPECTION

All Product furnished by Supplier must be as specified in the Order and will be subject to inspection and approval of City after delivery. City reserves the right to reject and return, at the risk and expense of Supplier, the portion of any Product which may be defective or fail to comply with specifications in the Order without invalidating the remainder of the Order. If rejected, Product will be held for disposition at the expense and risk of Supplier. Payment for Product on this Order prior to inspection shall not constitute acceptance of the Product.

5) TERMINATION

City may terminate this Order at any time with or without cause by providing Notice to Supplier of intent to terminate. Upon receipt of notice of termination, Supplier, unless otherwise directed by City, will terminate promptly all production of non-standard Product to be created under the Order, and shall transfer title and deliver to City all finished non-standard Product. Upon termination under this section, City's obligation to Supplier will be the Order price for all Product completed at the time City notifies Supplier of its intent to terminate the Order, unless City agrees otherwise in writing, and provided that the Product conforms to

the requirements of the Order. Supplier grants City the right to audit Supplier's records, before or subsequent to payment, to verify amounts requested in any invoice for non-standard Product. City will have no obligation to Supplier under this section if the termination results from a breach or default by Supplier.

6) WARRANTY

Supplier warrants that (i) any Product created or performed by Supplier for City under this Order will conform to specifications, drawings or samples furnished by City to Supplier for a minimum period of one year, and (ii) any standard Product sold by Supplier to other customers besides City will meet or exceed any the standards for such types of product in industry, any express or implied warranty stated or advertised by Supplier or the actual manufacturer of such Product, or any warranties implied by law. Supplier's warranty shall survive delivery of Product and shall not be deemed waived by City's failure to discover defects, acceptance of the Product, or payment therefore.

7) OWNERSHIP

Supplier shall have title to and bear the risk of any loss or damage to the Product until the Product is delivered and accepted by City in conformity with this Order. Upon delivery and acceptance, Product delivered by Supplier shall become the exclusive property of City. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, or otherwise use the Product. All artwork, patterns, dies, models, samples, materials, drawings, specifications, technical material, advertising material and any other personal property furnished by City to Supplier, or specifically paid for by City for use in performance of an Order, shall be and remain the property of City and said property shall be used only for Product benefiting City. Supplier shall return to City or shall dispose of this property only according to City's instruction.

8) PROPRIETARY INFORMATION

All documents, materials, information and data provided by City to Supplier pursuant to this Order ("Proprietary Information") shall be considered proprietary and remain the property of the City. Supplier is licensed to use Proprietary Information only for the purpose of fulfilling its obligations under this Order and may not release this information to any party without the prior written consent of the City. Supplier shall not use City's name, symbol, trademark or service mark without prior written consent of City.

9) INFRINGEMENT INDEMNITY

Supplier shall defend, indemnify and hold harmless City with respect to any suit, claim or proceeding brought against, or affecting, City alleging that City's use of any Product covered under this Order constitutes an infringement of any patent, trademark, trade name, trade secret, copyright or other proprietary right. Supplier will investigate or otherwise handle every claim, and at City's request, assist City in City's investigation, defense or handling any such claim. The amount of Insurance required shall not limit the Suppliers liability. Supplier will pay all expenses including reasonable attorney fees, expert fees and damages or settlement amounts awarded therein. City shall promptly provide notice to Supplier of any suit, claim or proceeding and shall

cooperate with Supplier in the defense or settlement of such claim. In the event an injunction is obtained against City's use of any Product as a result of any such claim, Supplier shall, at its option and expense, either: (i) procure for City the right to continue using the Product which is the subject of the claim; or (ii) replace or modify the Product so that it substantially meets or exceeds the original Product specifications, but is no longer subject to the claimed infringement.

10) CHANGES

City shall have the right to make changes in the scope or schedule of the Product to be performed pursuant to the Order by delivering to the Supplier an amendment to the Order indicating the changes. If City does not receive Supplier's written objection within seven days of Supplier's receipt of the amendment, the amendment will become effective on the earlier of the date indicated in the amendment or the eighth day following Supplier's receipt. If the amendment affects the cost or time required for the performance on this Order, an equitable adjustment in price or delivery, or both, shall be incorporated into the amendment, as agreed by the parties.

11) ASSIGNMENT

Supplier shall not delegate any duties nor assign any rights or interests under this Order without prior written consent of City. Any such permitted assignment shall not prohibit City from enforcing any of its rights against the assignee.

12) APPLICABLE LAWS

Supplier's performance under this Order shall be governed by the laws of the State of California, with exclusive jurisdiction in San Joaquin County, without regard to its conflicts of law provisions. Supplier warrants and certifies that Product covered by this Order will be produced in compliance with, and will comply with, all applicable State, Federal and Local laws, ordinances, rules, standards and regulations. Under guidelines specified in 29 CFR 1910.1200 (f) and (g) City requests that Supplier label applicable Product accordingly and provide associated Material Safety Data Sheets ("MSDS") to City.

13) BUSINESS LICENSE

If services are performed by Supplier within the City's geographical boundaries as part of Product, Supplier shall acquire and maintain a City of Stockton business license during the period the Product covered by the Order is being completed, and shall remit to the City all business license taxes owed for business conducted in the City. For more information, please contact the City's Business License Division at (209) 937-8313.

14) ENTIRE AGREEMENT

This Order contains the entire agreement between the City and Supplier for the matters set forth herein and may only be amended by written notice from an authorized representative of the City's Procurement Services Division. If any provision of the Order is held to be unenforceable, the parties agree that all other provisions of the Order shall remain in full force and effect. The failure of the City to enforce, at any time or for any period of time, any provision of this Order shall not constitute a waiver of such provision or of the right to enforce such provision.

15) INDEMNIFICATION

Supplier shall defend indemnify and hold harmless City from any liability, damage cost or expense, including reasonable attorney fees and expert fees, resulting from any claim by City, its officers or employees, or any third party alleging personal injury or property damage attributable to the intentional or negligent act or omission of Supplier, its employees or subcontractors, while engaged in the provision of Product under this Order.

16) INSURANCE

If requested by a representative of City's Procurement Services or Risk Management Services divisions, Supplier shall provide proof of insurance coverage, including but not limited to certificates of insurance and endorsements naming "City of Stockton" as an additional insured from insurance providers authorized to transact business in the Supplier's location and during the period the Product covered by the Order is being completed.

17) AVAILABILITY OF FUNDING

The City may terminate this Order effective on the final day of any given City fiscal year upon the City's determination to not appropriate sufficient funds in its budgetary process for the ensuing fiscal year. In such event, City shall give Supplier not less than 30 days advance written notice.

18) TERMS OF PAYMENT

City payment terms are set forth on the face of the Order.

19) BILLING INFORMATION

The Order Number must be reflected on each of Supplier's invoices. Unless you have been set up by City for summary billings each month, each Order shall be invoiced by Supplier separately.

20) TAXES

Federal Excise and other taxes on which exemption is allowed by government agencies, must not be included or added to the price of any item on this order unless otherwise authorized on the face of this Order. Necessary exemption certificates will be supplied upon request if more than what is contained on the face of the purchase order is needed. Any taxes later found to have been included and paid by City shall be refunded by Supplier in the amount of the tax so paid.

21) SHIPPING TERMS

City shipment terms are F.O.B. Destination, Freight Prepaid and Added unless otherwise specified in the Order. Supplier shall observe shipping instructions and, unless otherwise stated in the instructions, shall ship Product in the safest and most economical manner necessary to meet the delivery date specified in the Order. Supplier shall provide an itemized packing list showing the Order number with the shipment. Supplier shall include the Order number on all packages, boxes, invoices and shipping documents. Supplier shall label all individual boxes with stock number and quantity and items with different stock numbers shall be boxed separately. City reserves the right to refuse, at Supplier's expense, any shipments not containing the Order number or stock numbers as required under this section.

22) DELIVERIES

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ANY ORDER. If Product is not provided or performed within the times specified in an Order, City may cancel this Order and hold Supplier liable for damages incurred due to the untimely delivery including, but not limited to, the additional costs resultant from City procuring substitute product elsewhere.

23) PRICE AND QUANTITIES

Prices and quantities set forth in this Order may not be altered by Supplier without the prior written authorization of City, with the exception that quantities of custom paper or printed products, chemicals, or fuel may deviate from those on the Order by the lesser of (i) standard industry practices, or (ii) 3%.

24) FORCE MAJEURE

Neither party shall be liable to the other for default or delay in delivering or accepting Product covered by this Order if such default or delay shall have been caused directly or indirectly by accident, fire, flood, riot, war, Act of God, embargo, acts of terrorism, government order or regulation, military action or inaction, or complete or partial shutdown of plant by any of the foregoing causes or by like or dissimilar cause beyond the reasonable control of the affected party.

IMPORTANT INSTRUCTIONS

- 1) Purchase Order Number must be shown on all invoices, shipping notices, packages and correspondence.
- 2) Do not substitute alternative products or services for Product subject to this Order without consent from the City's assigned procurement representative.
- 3) Sales tax shall be shown on invoice as a separate item and shall not be included in the Product Price.
- 4) The City is exempt from Excise Tax. An exemption certificate shall be provided by City upon request.
- 5) If required, Supplier must provide a Material Safety Data Sheets (MSDS) along with materials provided as part of Product.
- 6) Supplier must provide an itemized delivery tag or packing slip with each shipment of Product.
- 7) Unless instructed otherwise by City, Supplier must provide a separate invoice with each Order.
- 8) If Supplier is unable to provide Product immediately following the receipt of this Order, please contact City's representative as listed in the "Confirm By" field at the top of the Order and provide the date for delivery.