



**REQUEST FOR SEALED BIDS
MISCELLANEOUS EQUIPMENT
PROJECT NO. OM-23-111
FOR THE CITY OF STOCKTON, CALIFORNIA**

**BIDS WILL BE RECEIVED UNTIL
THURSDAY, MAY 18, 2023, by 2:00 p.m.,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

REQUEST FOR SEALED BID
MISCELLANEOUS EQUIPMENT
OM-23-111

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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 **MISCELLANEOUS EQUIPMENT, PROJECT NO. OM-23-111** in strict accordance with the specifications.

The City of Stockton is requesting sealed bids for hybrid sedans, midsize S.U.V.s, and police-rated S.U.V.s for the vehicle fleet.

The bid specifications and forms can be obtained from the City of Stockton's website at www.stocktonca.gov/pwbid. They 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, May 18, 2023.**

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

Information on Bid Process/Clarification

Katrina Cooper
(209) 937-8676
e-mail: katrina.cooper@stocktonca.gov

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

Dated: **May 1, 2023**

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 14-19, 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 signatory**

___ 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.

___ Submit one (1) ORIGINAL of all bid documents. Additionally, e-mail one (1) electronic version of the bid documents.

___ Review all clarifications/questions/answers on the City's website at:
www.stocktonca.gov/pqbid

___ Deliver sealed bid to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **MAY 18, 2023, 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 for lunch from 12 noon to 1 p.m.

- A) **MISCELLANEOUS EQUIPMENT**
- B) **PROJECT NO. OM-23-111**
- C) **May 18, 2023**

CONTACT INFORMATION:

Information on Technical Data
Alanna Bindi
(209) 937-7116
e-mail: Alanna.Bindi@stocktonca.gov

Information on Bid Process/Clarification
Katrina Cooper
(209) 937-8676
e-mail: Katrina.Cooper@stocktonca.gov

*If not completed as required, your proposal 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 PROPOSAL.

CITY OF STOCKTON
REQUEST FOR SEALED BIDS

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 **HYBRID SEDANS, MIDSIZE SUVs, AND POLICE RATED SUVs (OM-23-111)** 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, May 18, 2023**, 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, "MISCELLANEOUS EQUIPMENT (OM-23-111)." Additionally, submit one electronic version of the bid documents to katrina.cooper@stocktonca.gov. 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)

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1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Bidders must comply with City of Stockton Municipal Code (S.M.C.) Section 3.68.095, Ordinance No. 011-09 adopted September 1, 2009, effective October 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: ALANNA BINDI
PUBLIC WORKS FLEET
1465 S. LINCOLN STREET
STOCKTON, CA 95206
Alanna.bindi@stocktonca.gov

CITY OF STOCKTON
ATTN: KATRINA COOPER
PUBLIC WORKS ADMIN
1465 S. LINCOLN STREET
STOCKTON, CA 95206
katrina.cooper@stocktonca.gov

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Such request for clarification shall be delivered to the City by May 8, 2023. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/pwbid by May 11, 2023, and will become a part of the bid. The Bidder should await responses to inquiries 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, 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 the termination of that Contract; and/or
- 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 INFORMAL 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.

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 INSURANCE REQUIREMENTS

Bidder, at Bidder's sole cost and expense and for the full term of the resultant Contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1 or (Exhibit A).

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content. These requirements are subject to amendment or waiver if approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this Contract, and failure to maintain or renew coverage or to provide Evidence of renewal may be treated as a material breach of the Contract.

The Bidder shall assert that these insurance requirements will be met as part of their proposal response.

Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive.

Bidder shall satisfy these insurance requirements concurrently with the signing of the Contract prior to commencement of work. *It is strongly suggested that insurance requirements be reviewed with Bidder's broker to ensure any additional costs are included in the proposal pricing component.*

If you have any questions pertaining to insurance requirements, please get in touch with the City of Stockton Risk Services at (209) 937-5037.

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1.13 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.

1.14 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.

1.15 METHOD OF PAYMENT

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

1.16 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 (B.O.E.) 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 B.O.E. 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.

1.17 TERM

1.18 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.

1.19 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.

1.20 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.

1.21 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.

1.22 BID SECURITY

1.23 CONTRACT BONDS

1.24 AWARD

Upon conclusion of the bid process, a contract may be awarded for **HYBRID SEDANS, MIDSIZE SUVs, AND POLICE RATED SUVs** 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

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- 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

1.25 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.

1.26 OTHER GOVERNMENTAL AGENCIES

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.

1.27 LIQUIDATED DAMAGES

1.28 PRODUCT OWNERSHIP

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

1.29 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

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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.**

1.30 MANDATORY JOB WALK

**1.31 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISGRATION
REGISTRATION REQUIREMENTS**

1.32 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.

1.33 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 F.A.Q. 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, e-mail 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

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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 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.

2.0 BACKGROUND/GENERAL NATURE OF SERVICE

The City of Stockton is requesting sealed bids for HYBRID SEDANS, MIDSIZE SUVS, AND POLICE RATED SUVS for the vehicle fleet.

2.1 SCOPE OF SERVICES

A. Minimum Specifications for Large Forklift – 1 Unit

- CAT DP45K forklift or equivalent
- Please see attachment A for complete product spec guide

B. Minimum Specifications for Brush Chipper – 1 Unit

- Morbark EEGER BEEVER 1821 chipper or equivalent
- Please see attachment B for complete product spec guide

C. Minimum Specifications for 75 Ton Flatbed Crane Truck – 1 Unit

- Grove TMS9000E crane or equivalent
- Please see attachment C for complete product spec guide

D. Minimum Specifications for Bucket Truck – 1 Unit

- Terex LT40 or equivalent
- Please see attachment D for complete product spec guide

E. Minimum Specifications for Bucket Truck with Jib – 1 Unit

- Terex LTM40 or equivalent
- Please see attachment E for complete product spec guide

F. Minimum Specifications for Bookmobile – 1 Unit

- Summit Bodyworks Mothergoose Bookmobile or equivalent
- Please see attachment F for complete product spec guide

G. Minimum Specifications for Trailer Mounted Vacuum Excavator – 1 Unit

- Ring-O-Matic 850vx or equivalent
- Please see attachment G for complete product spec guide

H. Minimum Specifications for Hydro Vac Sewer Cleaning Truck – 2 Units

- Vactor 2100i Hydro Vac Truck or equivalent
- Please see attachment H for complete product spec guide

I. Minimum Specifications for Sewer Camera Van – 2 Units

- Rapidview Ibak Sewer Camera Van or equivalent
- Please see attachment I for complete product spec guide

J. Minimum Specifications for Valve Turning Truck– 1 Unit

- Truck Chassis with EH Wachs Valve Truck Service Body and Upfit or equivalent
- Please see attachment J for complete product spec guide

K. Minimum Specifications for Power Rodder

- TSE Continuous Power Rodder, Model S660-36-ATO or equivalent
- Please see attachment K for complete product spec guide

2.2

CITY RESPONSIBILITIES

1. City will provide access to City maps, conceptual drawings, records, studies, plans and other documents relating to the project.
2. City will provide the code building inspection and any special inspection required.

BID DOCUMENTS

A) MISCELLANEOUS EQUIPMENT

B) OM-23-111

C) MAY 18, 2023

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

E-MAIL: _____

BID TO BE SUBMITTED

| | | UNIT PRICE |
|-----------------------------------|------------------------------|-------------------|
| A. LARGE FORKLIFT (1 UNIT) | | \$ |
| <hr/> | | |
| | Taxable Fees (D.M.V. Doc) | \$ |
| | Sales Tax (9.00%) | \$ |
| | Subtotal | \$ |
| | Non-Taxable Fees (C.A. Tire) | \$ |
| | GRAND TOTAL: | \$ |
| | | <hr/> |

| | | UNIT PRICE |
|----------------------------------|------------------------------|-------------------|
| B. BRUSH CHIPPER (1 UNIT) | | \$ |
| <hr/> | | |
| | Taxable Fees (D.M.V. Doc) | \$ |
| | Sales Tax (9.00%) | \$ |
| | Subtotal | \$ |
| | Non-Taxable Fees (C.A. Tire) | \$ |
| | GRAND TOTAL: | \$ |
| | | <hr/> |

| | | UNIT PRICE |
|---------------------------------------|------------------------------|-------------------|
| C. 75 TON CRANE TRUCK (1 UNIT) | | \$ |
| <hr/> | | |
| | Taxable Fees (D.M.V. Doc) | \$ |
| | Sales Tax (9.00%) | \$ |
| | Subtotal | \$ |
| | Non-Taxable Fees (C.A. Tire) | \$ |
| | GRAND TOTAL: | \$ |
| | | <hr/> |

| | | UNIT PRICE |
|---------------------------------|------------------------------|-------------------|
| D. BUCKET TRUCK (1 UNIT) | | \$ |
| <hr/> | | |
| | Taxable Fees (D.M.V. Doc) | \$ |
| | Sales Tax (9.00%) | \$ |
| | Subtotal | \$ |
| | Non-Taxable Fees (C.A. Tire) | \$ |
| | GRAND TOTAL: | \$ |
| | | <hr/> |

| | | UNIT PRICE |
|--|------------------------------|------------|
| E. BUCKET TRUCK WITH JIB (1 UNIT) | | \$ |
| <hr/> | | |
| | Taxable Fees (D.M.V. Doc) | \$ |
| | Sales Tax (9.00%) | \$ |
| | Subtotal | \$ |
| | Non-Taxable Fees (C.A. Tire) | \$ |
| | GRAND TOTAL: | \$ |

| | | UNIT PRICE |
|-------------------------------|------------------------------|------------|
| F. BOOKMOBILE (1 UNIT) | | \$ |
| <hr/> | | |
| | Taxable Fees (D.M.V. Doc) | \$ |
| | Sales Tax (9.00%) | \$ |
| | Subtotal | \$ |
| | Non-Taxable Fees (C.A. Tire) | \$ |
| | GRAND TOTAL: | \$ |

| | | UNIT PRICE |
|---|------------------------------|------------|
| G. TRAILER MOUNTED VACUUM EXCAVATOR (1 UNIT) | | \$ |
| <hr/> | | |
| | Taxable Fees (D.M.V. Doc) | \$ |
| | Sales Tax (9.00%) | \$ |
| | Subtotal | \$ |
| | Non-Taxable Fees (C.A. Tire) | \$ |
| | GRAND TOTAL: | \$ |

| | | UNIT PRICE | EXTENDED PRICE |
|--|------------------------------|------------|----------------|
| H. HYDRO VAC SEWER CLEANING TRUCK (2 UNITS) | | \$ | \$ |
| <hr/> | | | |
| | Taxable Fees (D.M.V. Doc) | \$ | \$ |
| | Sales Tax (9.00%) | \$ | \$ |
| | Subtotal | \$ | \$ |
| | Non-Taxable Fees (C.A. Tire) | \$ | \$ |
| | GRAND TOTAL: | \$ | \$ |

COMPLETE SPEC "H" TOTAL: \$ _____

| | UNIT PRICE | EXTENDED PRICE |
|--------------------------------------|------------|----------------|
| I. SEWER CAMERA VAN (2 UNITS) | \$ | \$ |
| Taxable Fees (D.M.V. Doc) | \$ | \$ |
| Sales Tax (9.00%) | \$ | \$ |
| Subtotal | \$ | \$ |
| Non-Taxable Fees (C.A. Tire) | \$ | \$ |
| GRAND TOTAL: | \$ | \$ |

COMPLETE SPEC "I" \$ _____
TOTAL:

| | UNIT PRICE |
|--|------------|
| J. VALVE TURNING TRUCK (1 UNIT) | \$ |
| Taxable Fees (D.M.V. Doc) | \$ |
| Sales Tax (9.00%) | \$ |
| Subtotal | \$ |
| Non-Taxable Fees (C.A. Tire) | \$ |
| GRAND TOTAL: | \$ |

| | UNIT PRICE |
|---------------------------------|------------|
| K. POWER RODDER (1 UNIT) | \$ |
| Taxable Fees (DMV Doc) | \$ |
| Sales Tax (9.00%) | \$ |
| Subtotal | \$ |
| Non-Taxable Fees (CA Tire) | \$ |
| GRAND TOTAL: | \$ |

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

The nearest factory authorized service representative is:

NAME: _____

LOCATION ADDRESS: _____

PHONE NUMBER: _____

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 Public Works Fleet Department, at telephone (209) 937-7416 or e-mail at alanna.bindi@stocktonca.gov. Information on bid process/clarification should be directed to Katrina Cooper, City of Stockton, at telephone (209) 937-8676 or e-mail at katrina.cooper@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:

MISCELLANEOUS EQUIPMENT

B) OM-23-111

C) MAY 18, 2023

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/pwbid
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:

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

On or before **2:00 p.m. MAY 18, 2023**, 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
AFFIDAVIT FOR CORPORATION BIDDER
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
AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP
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 A – INSURANCE REQUIREMENTS

NOT APPLICABLE