CITY OF STOCKTON

REQUEST FOR SEALED BIDS
NEW POLICE PATROL UTILITY VEHICLES
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 13-046)

Stockton
All-America City
2004
1999

BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, AUGUST 1, 2013,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997

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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 a **NEW POLICE PATROL UTILITY VEHICLES** in strict accordance with the specifications.

The bid specifications and forms can be obtained from the City of Stockton's website at **http://www.stocktongov.com/services/business/bidflash/default.html** **and** must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, up to but no later than **2:00 p.m., on THURSDAY, AUGUST 1, 2013.**

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

Information on Technical Data
Doug Smith, PW Fleet
(209) 937-7415
e-mail:**Douglas.Smith@stocktongov.com**

Information on Bid Process/Clarification
Concepcion Gayotin, Purchasing
(209) 937-8712
e-mail: **Concepcion.Gayotin@stocktongov.com**

Dated: July 11, 2013

//s//BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON

BIDDER'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION

Did You:

*___ Complete the following bid documents (FROM THIS PACKET **ONLY SUBMIT PAGES 15-18**, 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.

*___ 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 with bid, name and e-mail address for City contact.

*___ Submit one (1) ORIGINAL of all bid documents. Additionally, submit one (1) CD with an electronic version of the bid documents.

*___ Review all clarifications/questions/answers on the City's website at http://www.stocktongov.com/services/business/bidflash/default.html

*___ Deliver sealed bid to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **August 1, 2013**, 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) NEW POLICE PATROL UTILITY VEHICLES

B) (PUR 13-046)

C) AUGUST 1, 2013

CONTACT INFORMATION:

Information on Technical Data	Information on Bid Process/Clarification
Doug Smith, PW Fleet (209) 937-7415 e-mail: Douglas.Smith@stocktongov.com	Concepcion Gayotin, Purchasing (209) 937-8712 e-mail: Concepcion.Gayotin@stocktongov.com

*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.

REQUEST FOR SEALED BIDS
NEW POLICE PATROL UTILITY VEHICLES
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 13-046)

1.0 GENERAL INFORMATION

1.1 REQUEST FOR SEALED BIDS

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide **NEW POLICE PATROL UTILITY VEHICLES (PUR 13-046)** 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, August 1, 2013,** 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, "**NEW POLICE PATROL UTILITY VEHICLES (PUR 13-046)**." Additionally, submit one (1) CD 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 Chapter 5.08 shall be granted a three (3) percent bid preference. The three (3) percent preference shall be based on the amount of that portion of the bid which is subject to sales tax. This is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into the City. (Prior code § 3-106.1)

1.4 CONSEQUENCE OF BID SUBMISSION

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.

1.5 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.

1.6 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: DOUGLAS SMITH
PUBLIC WORKS FLEET
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Douglas.Smith@stocktongov.com

CITY OF STOCKTON
ATTN: CONCEPCION GAYOTIN
PURCHASING DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Concepcion.Gayotin@stocktongov.com

Such request for clarification shall be delivered to the City at least ten (10) calendar days prior to the date for receipt of bids. Any City response to a request for clarifications/questions/answers will be posted on the City's website at http://www.stocktongov.com/services/business/bidflash/default.html (not later than five (5) calendar days prior to the due date), and will become a part of the bid. The bidder should await responses to inquires prior to submitting a bid.

1.7 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; 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

1.8 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.

1.9 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.

1.10 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.

1.11 HOLD HARMLESS DEFENSE CLAUSE

The Bidder shall indemnify, hold harmless and defend the City of Stockton (CITY) and each of its Mayor, Council, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City of Stockton, the Bidder or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Bidder or any of its employees or agents in the performance of this contract. The Bidder's obligations under the preceding sentence shall apply regardless of whether the CITY or any of its Mayor, Council, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the sole active negligence or willful misconduct of the City of Stockton.

If the Bidder should subcontract all or any portion of the work to be performed under this agreement, the Bidder shall require each sub-contractor to indemnify, hold harmless and defend the City of Stockton, its Mayor, Council, officers, officials, employees, authorized volunteers or authorized agents in accordance with the terms of the preceding paragraph.

1.12 APPLICABLE LAW

This agreement 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.

1.13 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.

1.14 NOTICE TO OUT-OF-STATE VENDOR

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 Purchasing Division at (209) 937-8357.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 AWARD

Upon conclusion of the bid process, a contract may be awarded for **NEW POLICE PATROL UTILITY VEHICLES** 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

1.20 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.

1.21 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.

1.22 PRODUCT OWNERSHIP

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

1.23 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.**

2.0 SPECIAL INSTRUCTIONS

2.1 SCOPE AND INTRODUCTIONS

This specification describes a NEW POLICE PATROL UTILITY VEHICLES to be used by the City of Stockton Departments. NOTE: The City will consider late model, low hour vehicles that meets these specifications.

Vehicles shall be delivered to the City of Stockton Fleet Management Unit with all equipment and accessories necessary for safe and efficient operation.

Dealer shall provide exempt California license and registration.

2.2 SPECIFICATIONS AND EQUALS

Whenever, in the specifications, any material or process is indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the material or process which shall be equivalent in every respect to that so indicated or specified, provided however, that if material, process, or article offered by the Bidder is not, in the opinion of the City of Stockton, equal in every respect to that specified, then the Bidder must furnish the material, process, or article specified, or one, that in the opinion of the City of Stockton, is equal thereof in every respect.

2.3 LITERATURE

Literature which fully describes the item on which you are proposing is to be submitted with your bid.

2.4 DELIVERY

Quotations are to be F.O.B. Destination and shall include delivery to:

CITY OF STOCKTON
MUNICIPAL SERVICE CENTER
1465 S. LINCOLN ST.
STOCKTON, CA 95206

(Complete units only, serviced and operable, minimum ¼ tank fuel)

2.5 INSPECTION

Vehicles/units will be inspected before acceptance by an authorized representative of the City of Stockton for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of these specifications. If deficiencies are found, it shall be the responsibility of the Bidder to pick up the vehicles/units for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been completed.

2.6 GUARANTEE

The Bidder delivering the vehicles/units against the specification shall guarantee that they meet the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the manufacturer and/or Bidder will be required to correct the same at their expense.

2.7 WARRANTY

A. The vehicle manufacturer shall provide a new vehicle warranty F.O.B. Stockton regardless of the method of delivery for the unit. Warranty time to start when vehicle is placed in operation, not delivered.

B. Vehicle and components shall be guaranteed under standard factory and/or dealer warranty and a copy of manufacturer's warranty policy shall be delivered with each vehicle.

C. Engine, transmission and other components supplied to the manufacturer by other manufacturers shall be warranted by the unit manufacturer under the longest possible time and most comprehensive standard warranty proposed for municipal equipment.

D. Optional Extended Warranty if available shall be offered (and covered by bid bond when applicable) as an option. The contracting vendor must have service facilities and an adequate supply of service parts available at a distance from Stockton no greater than the San Francisco Bay Area.

E. Bidders must list the nearest factory authorized service representative who will be responsible for servicing the complete unit or any part thereof.

F. The Dealer will provide warranty repairs within the City of Stockton or provide transportation for the vehicle/unit outside the City.

2.8 MANUFACTURING, MATERIAL AND DESIGN PRACTICES

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the vehicle/unit will be subjected. Suspension, wheels, tires and other component parts shall be selected to give maximum performance, service life and safety, not merely meet the minimum requirements of these specifications.

2.9 HEAVY-DUTY DEFINED

The term “heavy duty” as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production vehicle/unit, and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

2.10 SPECIFICATION VARIANCES

If any of the equipment bid varies from specifications, such variation(s) must be listed in writing and attached as part of the proposal. The City of Stockton reserves the right to waive minor variation(s) if in the opinion of the Fleet Manager the basic unit meets the general intent of these specifications.

2.11 MANUFACTURER’S SPECIFICATION

A. Complete specification, published literature and photos or illustrations of unit proposed shall be furnished with bid.

B. Only new models in current production which are catalogued by the manufacturer and for which printed literature and specifications are available will be accepted.

2.12 MANUFACTURER’S STANDARD EQUIPMENT

A. All equipment and components listed as standard by the manufacturer for model quoted shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tool kits, jacks, etc. Optional equipment to meet the following specifications will also be supplied.

B. Specifications on the following pages are written with intent to meet all applicable documents, but the final certification to comply shall rest with the vendor and not the City of Stockton. Should requirements as specified not comply, the manufacturer is required to revise the specifications to meet all laws, rules and regulations where it applies to items such as the capacity, etc.; and the City of Stockton is to be notified thereof.

C. The City will not accept any part, component or system, which is not established standard product of the bidding manufacturer. By this, it is meant that any item or assembly which, relative to the supplying manufacturer's standard line of products, could be described as "first of its kind," "experimental," "only one of its kind to be built," "especially modified to comply with this specification," "prototype," or "synonymous categorical descriptions shall not be acceptable. All parts and components of the system offered and delivered must conform to the manufacturer's standard production or be off-shelf available as a standard hardware production item.

2.13 APPLICABLE DOCUMENTS AND CERTIFICATIONS

A. Federal Motor Vehicle Safety Standard, Dept of Transportation.

B. State of California Motor Vehicle Code

C. State of California General Industrial Safety orders

D. State of California Health and Safety Code, Motor Vehicle Pollution Control

E. California Occupational Safety and Health Act (OSHA)

3.0 MINIMUM SPECIFICATIONS

MINIMUM SPECIFICATIONS FOR FIFTY FIVE (55) NEW POLICE PATROL UTILITY VEHICLES FOR THE CITY OF STOCKTON.

- 2013 or newer five-door patrol utility vehicle.
- All-wheel drive.
- Flex fuel.
- Exterior paint color Black.
- 75 MPH rear crash-tested.
- V-6 EFI engine naturally aspirated minimum horsepower 250 to 310 maximum rated.
- 220 amp alternator.
- Radio-interference suppression package.
- 6 speed Automatic transmission.
- Transmission oil cooler(s).
- Column mounted shifter.
- Power steering with oil cooler.
- Tilt steering wheel.
- Power brakes with ABS.
- Electronic stability control.
- Auxiliary. air conditioning
- 5 matching wheels & pursuit rated tires.
- Tire-pressure monitoring system.
- Non-lead wheel weights.
- 3.65 final drive axle ratio.
- Certified speedometer.
- Front bucket seats, cloth/vinyl.
- Power windows, door locks, mirrors, and driver's seat. Rear door handles and locks inoperable.
- Tinted glass in all windows.
- Universal key system, keyed alike (1284X).
- Rubber floor covering.
- Total minimum interior volume 150 cu. ft.
- Minimum cargo volume behind rear seats 40 cu. ft.
- Standard hub caps in lieu of full wheel covers.
- Left and right "A" pillar mounted spotlights, black housings.
- Front doors equipped with ballistic panels.
- 5-year, 100,000-mile, power train warranty, no deductible.
- Selling dealer to register vehicles with DMV.
- Delivered to the City of Stockton, 1465 S. Lincoln St., Stockton CA 95206

BID DOCUMENTS

A) BID – NEW POLICE PATROL UTILITY VEHICLES

B) PUR 13-046

C) AUGUST 1, 2013

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

EMAIL: _____

BID TO BE SUBMITTED

One (1) NEW POLICE PATROL UTILITY VEHICLE, per specs	($_____)
Fifty Five (55) NEW POLICE PATROL UTILITY VEHICLES, (extended)	$_____
Discount	$_____
Sales Tax (8.25)	$_____
Subtotal	$_____
GRAND TOTAL	$_____

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

Nearest factory authorized service representative is _____, located at _____, CA. Phone # is _____.

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

Dealer shall provide exempt California license and registration.

Any questions regarding specifications should be directed to Douglas Smith, PW Fleet Manager, at telephone (209) 937-7415.

_____	_____
FIRM	ADDRESS
_____	_____
SIGNED BY	TITLE OR AGENCY
_____	( )_____
DATE	TELEPHONE

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 http://www.stocktongov.com/services/business/bidflash/default.html .

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. 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. AUGUST 1, 2013**, 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

No. 1 **FOR INDIVIDUAL BIDDER**

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 PROPONENT**

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 _____