

**CITY OF ATWATER
COMMUNITY DEVELOPMENT DEPARTMENT**

INVITATION FOR BID FOR:

PROVIDE ONE EACH KENWORTH TIER4 FINAL WATER TRUCK (OR EQUIVALENT)

BID CALL NO. 671-15

Notice is hereby given that sealed bids will be received at Atwater City Hall until **2:00 PM** local time, on **Tuesday, September 1, 2015** at which time they will be publicly opened and read for the furnishing and delivering of One Each Kenworth Water Truck **OR EQUAL**. Please carefully read and follow the instructions. **Bids shall be presented under sealed cover. Clearly marked Water Truck Bid Package and bid submittal deadline date on the outside and mailed or delivered to:**

City of Atwater
City Clerk's Office
750 Bellevue Road
Atwater, California

Contact: Ramon Garcia,
Engineering Technician
Phone: 209-357-6337 Fax: 209-356-3168
[E-Mail: rgarcia@atwater.org](mailto:rgarcia@atwater.org)

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the City Clerk's office by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL), OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

BID SUBMITTAL DEADLINE; 2:00 P.M., TUESDAY, SEPTEMBER 1, 2015
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**BIDS WILL BE CONSIDERED LATE WHEN THE CITY CLERK'S OFFICIAL TIME
CLOCK READS 2:00 P.M.**

By order of the City Council of the City of Atwater, State of California on July 27, 2015

/s/

JEANNA DEL REAL, CMC
City Clerk

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SECTION 1

TECHNICAL SPECIFICATIONS

FOR FURNISHING ONE (1) KENWORTH Tier 4 Final T440 200 Gallon water truck OR EQUAL GENERAL DESCRIPTION OF INTENDED USE

The City of Atwater Department of Community Development has received a partial waiver from the Federal Highway Administration for the purchase of one Kenworth Tier 4 Final T440 Water truck, **OR EQUAL** to:

The following specifications will be considered as minimum. The Water Truck shall be of new, current Manufacture. All chassis components necessary for the complete and proper functioning of the Water Truck shall be included in the bid. The unit shall be delivered completely assembled, serviced and ready to operate.

If unable to supply an item, indicate in writing the alternates that you can supply. The total proposed price on the proposal page must **INCLUDE** all of the specifications and options that are offered by the bidder.

Specifications:

Engine

- PACCAR PX-8 Engine, 260 HP, 660 lb-ft of Torque

Starting & Charging

- Electrical System with Centralized Power Distribution Incorporating Plug-In Style Relays & Circuit Protection for Serviceability
- 160 Amp Bosch Alternator
- PACCAR 12 Volt Starter
- Two PACCAR Dual Purpose Batteries

Exhaust Options

- DPF & SCR RH Under with Vertical Tailpipe RH Side of Cab

Transmission

- Eaton Fuller FS6406A 6-Speed
- Clutch - Eaton Fuller

Wheels / Tires

- Wheels - Steel 22.5"
- Tires - Bridgestone
- Up to 425 Series
-

Frame / Axle / Suspension / Brakes

- Frame - 10 5/8" x 3 1/2" x 5/16" Steel - 120,000 psi - Heat Treated
- 49.4" Bumper Setting
- Front Axles - Dana Spicer, 12,000 lb.
- Front Springs - Taperleaf w/Shocks, 12,000 lb.
- Single Rear Axle - Dana Spicer, 21,000 lb.
- Rear Suspension - Reyco 21,000 lb.
- ABS System - Bendix

Fuel Tanks

- Aluminum - 56 Gallon, 22" Round Aluminum

Battery Boxes / Bumpers

- Aluminum & Steel Battery Box with Aluminum Diamond Plate Cover
- In Cab Battery Box Under Passenger Seat
- Bumper - Tapered Steel Channel - Painted

Cab / Hood / Interior

- Cab - Aluminum and Composite
- Hood - Sloped Aerodynamic
- Interior - Smooth Gray Vinyl with Black Dash Trim
- Power Door Locks
- Passenger-side Electric Window
- Kenworth Air Cushion High Back Driver Seat
- Rear Cab Corner Windows
- 9 Gauge Instrumentation
- 7.5" x 5" Body Builder Instrument Panel
- 4 Additional Gauge Locations
- Workstation Between Seats
- Halogen Projector Headlamps

Additive items from the base bid and separately from each other, The City of Atwater may at its discretion elect to purchase any or none of the following items. These items are to be considered additives to the base bid.

1) Three year extended warranty

2) One full size spare tire and wheel.

Equipment cataloged as standard from the factory shall be furnished by the factory and included in the purchase price. All requested options which are not part of any standard package shall be furnished and installed by the factory unless otherwise specified, and shall also be included in the purchase price. Options which the factory is unable to furnish will be subject to approval or rejection by the City.

SECTION 2

INVITATION FOR BID CALENDAR AND CHECKLIST

1. Calendar

- | | |
|---|-------------------|
| a. Availability of Invitation for Bid | August 3, 2015 |
| b. Submittal of Questions / Corrections | August 24, 2015 |
| a. Closing Date for Invitation for Bid | September 1, 2015 |

2. Submittal Checklist

- | | | |
|-------------------------------|---------------|---------|
| c. Signature Sheet | Attachment A | PAGE 19 |
| d. Bid Cost Sheet | Attachment B | PAGE 20 |
| e. Reference List | Attachment C | PAGE 21 |
| f. Subcontractor List | Attachment D | PAGE 22 |
| e. Federal Clauses | Attachments E | PAGE 23 |
| f. Statement of Eligibility | Attachment F | PAGE 31 |
| g. Affidavit of Non-Collusion | Attachment G | PAGE 32 |
| h. Buy America | Attachment H | PAGE 33 |
| i. NON-COMPLIANCE | Attachment I | PAGE 34 |
| j. Pollution Certification | Attachment J | PAGE 35 |
| k. Service and Parts Data | Attachment K | PAGE 36 |
| l. Primary Contractor | Attachment L | PAGE 37 |
| m. Low Tier Participants | Attachment M | PAGE 38 |
| n. Restriction of Lobbying | Attachment N | PAGE 39 |

SECTION 3

INSTRUCTIONS FOR SUBMITTING BIDS

1. **Bid Submittal**

- a. Bid must be submitted on the form(s) provided by and made available to The City of Atwater, City Clerk's Office 750 Bellevue Rd Atwater, CA 95301. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All bids submitted must have signature sheet, (**Attachment A**) completed, dated, with firm's name and signed by a duly authorized officer of the firm.

The bid cost sheet, (**Attachment B**) to be completed, signed and returned with bid submittal.

Bids not submitted on the form(s) provided may not be considered by the City.

- b. **All bids shall be presented under sealed cover, clearly identified on the outside to read:**

- **Name of the bidder**
- **Address of the bidder**
- **Subject of the Bid**
- **Bid Submittal Deadline Date**

- c. Please submit **one (1) original signature hard copy** to be signed in **blue ink** (original copies marked as such) and **one (1) copy**.

- d. All bids shall remain firm for at least sixty (60) calendar days after Bid Submittal Deadline unless otherwise specified. Within sixty (60) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the City to the lowest responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the bidder objects to such extension in writing with their bid.

- e. All prices shall be bid F.O.B. DESTINATION only.

- f. Delivery dates of all items/services shall be specified on the bid.

- g. Mistakes must be corrected and the correction inserted; correction must be initialed in blue ink by the person signing the bid.

- h. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be

relieved of its bid without the consent of the City, nor shall any change in the bid be made because of a mistake. The City may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the City in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the City that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.

- i. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

2. Interpretation, Corrections and Addenda

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation For Bid and become fully informed as to the requirements set forth therein. If anyone planning to submit a bid discovers any ambiguity, conflict, discrepancy, omission or error in the bid, has any questions in relationship to the requirements as specified in Section 1, or any other related matters, they shall immediately notify the contact person as shown on the "Cover Sheet" of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth herein:

Deadline for submission of questions: **August 24, 2015**

No further requests for clarification or objections to the bid will be accepted or considered after this date. Any change in the bid will be made only by written addendum, issued by the City of Atwater to each firm in receipt of the Invitation for Bid and shall be incorporated in the bid.

The Bidder shall sign and date the addendum and submit same with the bid. **Any oral communication by the City's designated contact person or any other City staff member concerning this proposal is not binding on the City and shall in no way modify this proposal or the obligations of the City or any Bidders.**

The Bidder may FAX, E-mail or mail the contact person as shown on the "Cover Sheet".

All inquiries shall be directed to the designated City staff person as shown. Contact with any other City personnel or any undue "badgering" of such City personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your bid.

3. **Bid Submittal Deadline**

The bid must be received by the City of Atwater no later than 2:00 PM, local time on Tuesday, September 1, 2015. BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the City, the City reserves the right to accept such bid.

4. **References**

Provide a list of at least three (3) three customer references, (**Attachment C**) which you have sold or are currently selling similar items/services. Include the company's name; the name, title, and telephone number of a contact person; the dollar amount of the contract; and the dates that these items/services were completed.

SECTION 4

GENERAL TERMS AND CONDITIONS

1. **Bid Rejection/Waiver of Informalities**

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS.

The City's decision shall be final. The City's waiver of an immaterial defect shall in no way modify the bid documents or excuse the bidder from full compliance with its specifications if the bidder is awarded the bid.

2. **Bonding Requirements**

NO BOND WILL BE REQUIRED

3. **Condition of Equipment Bid**

If equipment is proposed, it is to be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

4. **Brand Names**

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the item. Offers for equal items must state the manufacturers brand and model number, or level of quality. The determination of the City of Atwater as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified.

5. **Payments, Invoicing and W-9 Certification Form**

Two payments will be made on this project. The first payment, 10% of the bid amount, will be made after the award of the contract. The second payment, 90% of the bid amount, will be made upon delivery and acceptance of the equipment. Invoices shall be submitted for each billing. Invoice, shall be mailed or delivered to the City of Atwater whose name and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this bid.

In addition to the itemized invoice(s) submitted by the successful bidder for payment, the successful bidder must also complete and submit a Form W-9, "Request for Taxpayer Identification Number and Certification", (www.irs.gov/pub/irs-pdf/fw9.pdf) to the City.

Both invoice(s) and W-9 form shall be forwarded to the City at the address indicated in the purchase order and/or contract. Upon approval by the City, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days.

6. Delivery Hours

Delivery will be accepted from 9:00 a.m. to 3:00 PM, Monday through Thursday. The bidder shall state the approximate delivery date.

7. Damage of Items

All damages pursuant to items received by City due to the successful bidder's negligence shall be the responsibility of successful bidder to replace.

8. Alternate Bids

Alternate bids may be considered at the discretion of the City if alternate bids are called for in this bid. City will be the final authority to accept or reject an alternate bid.

9. Cash Discount

N/A

10. Pricing

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of bid to the date of termination/extension as stated herein. If the successful bidder established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/ reductions in price shall be immediately applicable so that City may have benefit of such lower prices.

11. Risk of Loss

The successful bidder shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, City shall bear risk of loss.

12. Prior to Shipment

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the Piece-of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its interest may appear.

13. **F.O.B. Point**

F.O.B. Destination to include inside delivery to:

**CITY OF ATWATER
PUBLIC WORKS CORPORATION YARD
470 AVIATOR DRIVE
ATWATER, CA 95301**

14. **Examination of Bid Documents**

All bidders shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt to their meaning, he/she shall at once notify the Cities' Public Works Department. Notification is to be in written form and must be submitted at least seven (7) work days prior to the Bid Submittal Deadline. Any interpretations by the City will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding upon the City.**

All other questions should be directed to the buyer shown on the "Cover Sheet" of this Invitation for Bid (IFB).

15. **Request for Changes**

The City reserves the right to order in writing changes in the bid or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the successful bidder shall comply with such order. The successful bidder may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by the City. Such changes shall be performed in accordance with the original bid requirements except as modified by an amendment. Except as herein provided, the successful bidder shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from the City will be at the bidder's own risk. No such changes shall be made nor adjustment in compensation granted unless the successful bidder receives an executed amendment prior to making the changes.

16. **Insurance**

Bidder shall have normal liability workers compensation insurance for this project.

17. Qualification of Bidder

The City may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to the City all information and data for this purpose as the City may request. The City reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy the City that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

18. Subcontracting

Any bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) and address(es) of the subcontractor(s) providing work under this bid. The successful bidder will be fully responsible for all work performed under this bid and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the bidder are the sole responsibility of the bidder. Any contract that is entered into between the successful bidder and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

19. Default

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this bid shall be in breach or default, the City may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the City. Prices paid by the City must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law.

20. Cancellation of Purchase Order and/or Contract

The City may terminate any purchase order and/or contract derived from this bid as follows:

- a. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Department of Administrative Services-Purchasing and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid.

The successful bidder may not cancel any purchase order and/or contract derived from this bid, without prior written consent of the Department of Administrative Services-Purchasing.

21. Rejection of Bid

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (30) CALENDAR DAYS FROM DATE OF BID OPENING.

22. Nondiscrimination

- a. During the performance of this bid, bidder and any sub-bidders shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Bidder and sub-bidders shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidder and sub-bidders shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this contract by reference and made a part hereof as if set forth in full.
- b. Bidder and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Bidder shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.
- d. Bidder shall grant access by representative of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

23. Non-discrimination of the Disabled

The City will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates on

the basis of handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities.

In this regard the City and all of its vendors and bidders will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

24. Governing Law and Venue

This bid, or any contract that may result from the award of this bid, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the award of this bid, shall have venue in the County of Merced, State of California.

25. Taxes

Sales Tax should be shown separately on the bid form, when and where indicated. The City is exempt from Federal Excise Tax and should not be included in your bid. If your company is outside California and collects sales tax, please state the amount as a separate item if the City is to remit the tax.

26. Samples

Samples of items, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

27. Liabilities

The bidder shall hold the City, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the City or bidder because of the unauthorized use of such items.

28. Warranty, Manufacturer

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations. A copy or description of the manufacturer's warranty shall accompany each bid for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful bidder is also the manufacturer of the materials or equipment provided under this bid, the Manufacturer's Warranty requirement will supersede

the successful bidder warranty requirement of this bid.

29. Warranty, Successful Bidder

Successful bidder shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality, for a period of not less than **one (1) year** from date of the final acceptance by the City. While under warranty, successful bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.

SECTION 5

AWARD OF BID

An evaluation team shall validate and evaluate all bids received. All requirements identified in this bid must be satisfied in order to ensure that a bid will qualify for consideration.

1. Lowest Responsive Bidder

Although competitive pricing is essential in the award of this IFB, consideration shall be given, but not limited to:

- a. Lowest responsive bidder following assessment of 5% Local Business Purchasing Preference, if applicable.
- b. The ability of the Bidder to comply with Terms and Conditions set forth herein.
- c. The ability of the Bidder to comply with the Specifications or Scope of Work set forth herein.

2. Lowest Responsible Bidder

- a. The quality and performance of the supplies/equipment to be provided by the bidder;
- b. The ability, capacity and skill of the bidder to perform the contract or accomplish the transaction within the time specified, without delay;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of bidder's performance on previous purchases by, or contracts with, the City;
- e. The ability of the bidder to provide future maintenance, repair parts and services for the supplies/equipment provided;

3. Award

The City reserves the right to:

- a. Award bids received on the basis of individual items/services, or groups of items/services, or on the entire list of items/services;
- b. Reject any or all responses, or any part thereof;
- c. Waive any informality in the bids;
- d. Accept the bid that is in the best interest of the City.

An evaluation of the bidder's ability, quality, and performance as set forth under Section 5.1, "Most Responsive Bidder" and Section 5.2, "Lowest Responsible Bidder", of this bid, will be used in addition to total cost as a basis of award for any ensuing contract.

4. Notice of Intent to Award

A "Notice of Intent to Award" will be sent to all participating Bidders upon conclusion of validation and evaluation of all bids submitted. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail, facsimile, and/or email.

5. Debriefing

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's bid response. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the City's Public Works Department within three (3) working days following the City's U.S. postal mail, email, or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the City will be based on the evaluators' determinations of your company's submitted bid as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the City, by telephone conference call. The debriefing is not the forum to challenge the bid's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the City's Invitation for Bid is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging of the award.

6. Protest

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the City after undergoing the debriefing process described herein above.

Should an unsuccessful Bidder request a debriefing, and believes its submittal to be the most responsive to the City's Invitation For Bid and that the City has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to City's notification to award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

Scott McBride, Community Development Director
City of Atwater
750 Bellevue Road
Atwater, Ca 95301

All protests in relationship to the City's intended award decision must be received by the City Manager no later than seven (7) working days following the City's U.S. postal mail, facsimile, or email of the "Notice of Intent to Award" to the Bidder.

7. Protest Procedures

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the City of Atwater.

Upon receipt of the formal protest, the City Manager, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the City Council stating their concerns. The decision of the City Council constitutes the final step of the Bidder's administrative remedy. A protest shall be disallowed when, in the judgment of the City Manager, or his/her designee, or City Council, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by City of Atwater, the protest will be disallowed.

ATTACHMENT A

SIGNATURE SHEET

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

Name of Individual/Company:

Business Address:

Telephone No. _____ Fax No.: _____

County Business License No. _____ Expiration Date: _____

State Business License No. _____ Expiration Date: _____

Signature of Authorized Official:

Name/Title of Authorized Official:

E-Mail: _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT B

BID SHEET

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

Item No.	Qty	Description	Price
1.	1	T440 Kenworth Water Truck <u>OR EQUAL</u>	
2.	1	ADDITIVE #1 (3 year Extended Warranty)	
3.	1	ADDITIVE #2 (FULL SIZE SPARE TIRE & WHEEL)	
4.		DELIVERY DATE _____ /WEEKS AFTER AWARD OF CONTRACT	
5.			
TOTAL BID			\$
DATE:		SIGNATURE:	

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT D

SUBCONTRACTOR LIST

SUBCONTRACTOR NO: 1

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 2

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 3

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO 4

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 5 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT E

SPECIAL REQUIREMENTS

REQUIRED FEDERAL HIGHWAY ADMINISTRATION (FHWA) CLAUSES

1. **FLY AMERICA**

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the Administrative Services Administration's regulations at 41 CFR Part 301-10, which provides that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. **BUY AMERICA**

CONTRACTOR agrees to comply with Section 165 of the Surface Transportation Assistance Act of 1982, as amended, "Buy America Requirements — Surface Transportation Assistance Act of 1982," C.F.R. Part 661, and 49 C.F.R., Part 663, and any amendments thereto and any implementing guidance issued by FTA.

3. **CARGO PREFERENCE — USE OF UNITED STATES — FLAG VESSELS**

The contractor agrees: a. to use privately owned United States —Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish with 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FHWA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4. **CLEAN WATER**

- a. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.
- b. CONTRACTOR agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any implementation activity of a subcontractor or itself to FHWA and the appropriate U.S. EPA Regional Office.

5. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. LOBBYING

The Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (U.S.C. § 1601, et seq.) —Contractors shall file the certification required by 49 CFR Part 20, "new Restrictions on Lobbying." The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

7. REPORTING RECORD RETENTION AND ACCESS

- a. At a minimum, CONTRACTOR agrees to provide to FHWA those reports required by U.S. DOT's grant management rules and any other reports the Federal Government may require.
- b. CONTRACTOR agrees that, during the course of the project and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports records, contracts, and supporting materials relating to the project as the Federal Government may require for the project.
- c. Upon request, CONTRACTOR agrees to permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work materials, payrolls, and other data, and to audit to books, records, and accounts of CONTRACTOR and its subcontractors pertaining to the project. In accordance with 49 U.S.C. § 5325(a), CONTRACTOR agrees to require each subcontractor whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation to permit the Secretary of Transportation and Comptroller General of the United

States, or their duly authorized representatives, to inspect all work, materials, payrolls and other data and records involving that contract and to audit the books, records, and accounts involving that contract as it affects the project.

8. CLEAN AIR

(1) The Contractor agrees to comply with an applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided FHWA.

9. RECOVERED MATERIALS

CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

10. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including with limitation those listed directly or by reference in the Master Agreement between Purchaser and FHWA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

11. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

CONTRACTOR agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to CONTRACTOR in connection with the performance of the requirements of this Agreement.

12. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

CONTRACTOR recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, apply to its actions pertaining to this Agreement. Accordingly, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the actions covered by this Agreement. In addition to other penalties that may be applicable, consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government

reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the CONTRACTOR to the extent the Federal Government deems appropriate.

13. DEBARRED BIDDERS

CONTRACTOR, including any of its officers or holders of a controlling interest, is obligate to inform CITY whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should CONTRACTOR be included on such a list during the performance of this project, it shall promptly so inform CITY. CONTRACTOR shall not award a contract of any amount to any party included in said debarred bidders list.

14. PRIVACY ACT

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974.

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result to termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FHWA.

15. CIVIL RIGHTS

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.

(2) Equal Employment Opportunity — The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex — In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and the

Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(b) Age — In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.

(c) Disabilities — In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of person with disabilities. In addition, the Contractor agrees to comply with any implementing FHWA may issue.

CONTRACTOR agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA, modified only if necessary to identify the affected parties.

16. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(a) Policy. It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this Agreement. Consequently the DBE requirements of 49 CFR Part 23 applies to this Agreement.

(b) DBE Obligation. CONTRACTOR agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with the Federal funds provided under this Agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. CONTRACTOR shall not discriminate on the basis of race, color, national origin, age or sex in the award and performance of DOT-assisted contracts.

(c) CONTRACTOR agrees to apply CITY'S DBE goal of **0.0%** for all of CONTRACTOR'S sub contracting opportunities for the term of this Agreement

17. FEDERAL GRANT CONDITIONS

This Agreement is subject to a financial assistance contract between CITY and the United States Department of Transportation (DOT), Federal Highway Administration (FHWA). CITY and DOT agree to comply with all terms and conditions respectively required of them by reason of that contract. If FHWA requires any change to this Agreement to comply with its requirements, both parties agree to amend this Contract as required by FHWA. If such changes cause an increase or decrease in the work to be performed by CONTRACTOR or in the time for such performance, then the compensation to be paid to the CONTRACTOR and time of performance shall be equitably adjusted.

18. LABOR PROVISIONS

In accordance with Section 10 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § § 327 through 33, CONTRACTOR agrees and assures that, for the project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. CONTRACTOR agrees that determination pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally."

19. PROHIBITED INTEREST

No official, officer, or employee or CITY during his or her tenure or one year shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20. INTEREST OF MEMBERS OF OR DELEGATES OF CONGRESS

In accordance with Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Agreement or to any benefit arising there from.

21. ALCOHOL ABUSE

To the extent CONTRACTOR or any subcontractor at any tier, or their employees perform a safety sensitive function under this Agreement, CONTRACTOR agrees to comply with, and assures the compliance of each affected subcontractor at any tier, and their employees with 49 U.S.C. § 5331, and FHWA regulations, "Prevention of Alcohol Misuse in Transit Operations," 40 C.F.R. Part 654.

22. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES.

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § § 12101 et m. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONTRACTOR.

23. ENVIRONMENT

CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), and Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN-329).

24. DRUG ABUSE

To the extent CONTRACTOR or any subcontractor at any tier, or their employees, perform a safety sensitive function under this Agreement, CONTRACTOR to comply with, and assures the compliance of each affected subcontractor at any tier, and their employees, with 49 U.S.C. § 5331, and FTA regulations, "Preventions of Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 653.

25. INCORPORATION OF FEDERAL HIGHWAY ADMINISTRATION (FHWA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FHWA Circular 4220.I.D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FHWA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FHWA terms and conditions.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____ hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

ATTACHMENT F

STATEMENT OF ELIGIBILITY

The _____ hereby certifies that he/she is not included on the U.S.
(Name of Bidder) (Circle one)
Comptroller General's consolidated list of persons or firms currently debarred for
violations of various public contracts incorporating Labor Standards Provisions.

Name of Bidder

Address

City, State, Zip Code

Authorized Signature

Date

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT G

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if bidder is a corporation); and,
2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without agreement, understanding or planned common course of action with, any other vendor or materials, supplies, equipment, services described in the invitation For Bid, designed to limit independent bidding or competition; and,
3. That the contents of the bid have not been communicated by the bidder or its employees or agents, to any person not an employee or agent of the bidder or its surely on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid; and,
4. That I have fully informed myself regarding the accuracy of the statements made on this affidavit.

Name of Bidder

Address

City, State, Zip Code

Authorized Signature

Date

Subscribed and sworn to before me this Day of _____, 2015.

NOTARY PUBLIC:

My Commission Expires:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT H

**BUY AMERICA CERTIFICATE
CERTIFICATE OF COMPLIANCE WITH SECTION 165(b) (3)**

The bidder hereby certifies that it will comply with the requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.11.

Date

Signature

Title

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT I

CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b) (3)

The bidder hereby certifies that it cannot comply with the requirements of Section 165(b)(3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(3) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

_____ Date

_____ Signature

_____ Title

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT J

MOTOR VEHICLE POLLUTION CERTIFICATION

The _____ hereby certifies that he/she is in compliance with Section 508 of the
(Name of Bidder) (Circle One)

Clean Water Act and Section 306 of the Clean Air Act, and that:

1. The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power and equipment.
2. All gases and vapors emanating from the crankcase of the spark ignition engine are controlled to minimize their escape into the atmosphere.
3. Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.
4. When the vehicle has been idled for three (3) minutes and then accelerated to 80 percent of rated speed under load, the capacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

Name of Firm

Address

City, State, Zip Code

Telephone

Date

Authorized Signature

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT K

SERVICE AND PARTS DATA

The bidder shall state below the representatives responsible for assisting City of Atwater as well as the location of the nearest distribution center which shall furnish a complete supply of parts and components for the repair and maintenance of the coaches to be furnished. The bidder shall also state below, or by separate attachment, its policy on transportation charges for parts other than those covered by warranty.

Location of nearest Technical Services Representative to City of Atwater:

Name of Firm

Address

Telephone

Location of nearest parts Distribution Center to Merced County:

Name of Firm

Address

Telephone

Policy for delivery of parts and components to be purchased for service and maintenance:

Regular Method of Shipment

Cost to Procuring Agency

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT L

**CERTIFICATION OF PRIMARY CONTRACTOR REGARDS
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The _____ certifies to the best of its knowledge and belief, that it and its principals:

(Name of Bidder)

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,

(4) Have not with a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the above named primary contractor is unable to certify to any of the statements in this certification, the primary contractor shall attach an explanation to this certification.

The primary contractor, _____ certifies or affirms the truthfulness

(Name of Bidder)

and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 USC Section 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies

(Name of Bidder)

that the _____ Has authority under State and local law to comply with

(Name of Bidder)

the subject assurances and that the certification above have been legally made.

Signature and Title of Authorized Official

Date

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT M

**CERTIFICATION OF LOWER TIER PARTICIPANTS (SUBCONTRACTORS)
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION**

The lower Tier Participant (Subcontractor to the Primary Contractor), _____ certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The Lower Tier Participant (Subcontractor) _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 USC Sections 3801 et seq. are applicable thereto.

Signature and Title of Authorize Official

The undersigned chief legal counsel for the _____, hereby certifies that the _____, has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

NOTICE TO BIDDER THIS CERTIFICATION SHALL BE COMPLETED BY ALL SUBCONTRACTORS WHICH WILL HAVE A FINANCIAL INTEREST IN THIS PROJECT WHICH EXCEEDS \$25,000 OR SUBCONTRACTORS WHICH WILL HAVE A CRITICAL INFLUENCE ON OR A SUBSTANTIVE CONTROL OVER THE PROJECT.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT N

CERTIFICATION OF RESTRICTION ON LOBBYING

I, _____, _____, hereby certify on behalf of
(Name) (Title)
_____, that:
(Firm)

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name

Title

Firm

Date

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID