



**CITY OF ATWATER**  
**SPECIFICATIONS**  
**FOR**  
**CALL FOR SEALED BIDS**  
**FOR PURCHASE OF**  
**ONE 2021 FORD SYSTEMS MAINTENANCE TRUCK**  
**FOR THE PUBLIC WORKS DEPARTMENT**  
**WATER DIVISION**  
**BID CALL NO. 705-20**

**Bids due by Thursday, February 11, 2021 by 2:00 PM**

**City of Atwater**  
**750 Bellevue Road**  
**Atwater, CA 95301**  
**Attn: Lucy Armstrong**  
**City Clerk**  
**[larmstrong@atwater.org](mailto:larmstrong@atwater.org)**

Table of Contents

<b>SECTION I - INTRODUCTION</b> .....	<b>1</b>
1.1 STATEMENT OF INTENT .....	1
<b>SECTION II - BID PROCEDURE</b> .....	<b>1</b>
2.1 INSTRUCTIONS FOR SUBMITTING BIDS .....	2
2.2 COMMUNICATIONS AND CITY OF ATWATER CONTACT PRIOR TO SUBMITTING BIDS	3
2.3 TENTATIVE SCHEDULE OF EVENTS.....	3
2.4 BID PROPOSAL CONTENT.....	3
3.1 OPENING OF BIDS:.....	4
3.2 LIST OF SUB-VENDORS:.....	4
3.3 CONFLICT OF INTEREST .....	4
3.5 EXAMINATION OF DOCUMENTS: .....	4
3.6 COMPETENCY AND RESPONSIBILITY OF BIDDERS:.....	5
3.9 INSURANCE: .....	5
BID PROPOSAL CHECKLIST .....	6
EXHIBITS .....	8
ATTACHMENT A- BID PROPOSAL SHEET .....	9
EXHIBIT A – SPECIFICATIONS.....	9
EXHIBIT B - SCHEDULE OF PERFORMANCE .....	17
EXHIBIT C - INSURANCE REQUIREMENTS.....	18
EXHIBIT D - CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700.....	22
CITY OF ATWATER BID PROPOSAL .....	23
ATTACHMENT B - SIGNATURE SHEET .....	26
ATTACHMENT C - LIST OF SUB-VENDORS.....	27
ATTACHMENT D - ADDENDA ACKNOWLEDGMENT.....	28
ATTACHMENT E 1 - PUBLIC CONTRACT CODE.....	29
ATTACHMENT E 2 - PUBLIC CONTRACT SECTION 10232 STATEMENT .....	30

## SECTION I - INTRODUCTION

### 1.1 STATEMENT OF INTENT

The City of Atwater (the "City") is requesting formal bids through the Invitation for Bid process for the supply and delivery of one (1) new 2021 Ford Super Duty F-550 XL 2 WD Systems Maintenance Truck to be used by the Public Works Department.

Any bidder wishing to submit a bid must comply with the requirements contained in the specifications.

To be considered, sealed bids must be submitted by 2:00 PM on February 11, 2021(the "Solicitation Period").

During the Solicitation Period, the City reserves the right to request additional information or clarifications from bidders or to allow corrections of errors or omissions. At the discretion of the City, vendors submitting bids may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all bids submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a bid indicates acceptance by the vendor of the conditions contained in the specifications, unless clearly and expressly noted in the bid proposal submitted and confirmed in the contract between the City and the vendor selected.

A contract may be awarded to the responsible vendor who best meets the City's needs by demonstrating the competence, and qualifications necessary for the satisfactory performance of the required services, shall not necessarily be based on the lowest-priced proposal, but shall be based on a determination of which services offered serve the best interest of the City, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible vendor if the successful vendor refuses or fails to execute the contract. All Service Providers that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Service Provider. Any contract awarded will be nonexclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

Any Bidder wishing to submit a bid must comply with the requirements contained in the specifications.

**All bids shall be in writing.** Any exceptions to the requirements stated herein shall be clearly stated in the submittal and may be grounds for being declared non-responsive.

## SECTION II - BID PROCEDURE

This section describes the general bid procedure used by the City of Atwater. This bid seeks the submission of Cost for Service from interested and qualified bidders. The City of Atwater seeks to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the City of Atwater and, by extension, its residents. Bidders must be able to show that they can perform the services requested. Such evidence includes, but is not limited to,

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the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment.

## 2.1 INSTRUCTIONS FOR SUBMITTING BIDS

Sealed bids will be received by the City of Atwater at the office of the City Clerk until 2:00 p.m. Pacific Daylight Savings Time, February 11, 2021. At said time, sealed Bid Proposal (herein called the "Bid") will be publicly opened and read aloud in the City of Atwater Council Chambers by the office of the City Clerk at: 750 Bellevue Road, Atwater, CA.

Each sealed envelope containing a Bid must be plainly marked on the outside as "**Sealed Bid for Bid Call No. 705-20, "Purchase of One 2021 Ford Systems Maintenance Truck for the Public Works Department, Water Division, Attention City Clerk"**", and the envelope shall also bear on the outside, the name of the Bidder, and their address. If forwarded by mail, the sealed envelope containing the Bid Proposal forms must be enclosed in another envelope addressed to the City of Atwater at 750 Bellevue Road, Atwater, CA, 95301, and both envelopes clearly state "**Sealed Bid for Bid Call No. 705-20, "Purchase of One 2021 Ford Systems Maintenance Truck for the Public Works Department, Water Division, Attention City Clerk"**" Total Bid Price must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed. Due to COVID-19 electronic (email) bid submittals will be accepted. Should you elect to submit your bid electronically (email) your electronic bid must be received by City Clerk Lucy Armstrong at [larmstrong@atwater.org](mailto:larmstrong@atwater.org) by February 11, 2021 at 2:00 PM. It is the bidder's responsibility to verify the City Clerk received the bid.

- a. The bid proposal cost sheet, (**Attachment A**) to be completed and returned with bid submittal.

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 B**) completed, dated, with firm's name and signed by a duly authorized officer of the firm.

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.
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- 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. Late Proposals: Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the City of Atwater, as determined in the sole discretion of the City. All proposals will be date/time stamped upon receipt. All proposals received prior to the deadline for proposals will be kept in a secure place.

**2.2 COMMUNICATIONS AND CITY OF ATWATER CONTACT PRIOR TO SUBMITTING BIDS**

On behalf of the City of Atwater, Justin Vinson, Public Works Superintendent, will act as the sole point of contact, prior to bid submittal, for this bid and shall administer the bid process. Instructions for submitting bids to the City Clerk is covered under Section 2.1 "Instructions for Submitting Bids", in this document. All communications shall be submitted in writing, by fax, or by email, and shall specifically reference this bid. All questions or comments should be directed to the City of Atwater Contact as follows:

Justin Vinson  
 Public Works Superintendent  
 City of Atwater  
 750 Bellevue Road  
 Atwater, CA 95301  
 Phone (209) 777-0273  
[jvinson@atwater.org](mailto:jvinson@atwater.org)

No oral communications from the City of Atwater contact or other individual is binding. No contact with City of Atwater staff, City Council members, City Planning Commissioners, or any other public official, concerning the Call for Bids during the proposal process is allowed. A violation of this provision may result in disqualification of Respondent.

**2.3 TENTATIVE SCHEDULE OF EVENTS**

EVENT	TARGET DATE
1. Bid Release Date	January 26, 2021
2. Deadline to Submit Written Questions	February 5, 2021
3. Release of Responses to Written Questions	February 9, 2021
4. Bid Deadline – Proposals <b>Must be RECEIVED</b>	<b>February 11, 2021 by 2:00 PM</b>
5. Bid Opening	<b>February 11, 2021 at 2:00 PM</b>

**2.4 BID PROPOSAL CONTENT**

The City requires the bidder to submit a concise bid proposal clearly addressing all the requirements outlined in this Bid.

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All contents that are required for the bid proposal are outline in the Bid Proposal Checklist, which is included on pages 8 and 9 herein.

**PLEASE NOTE:** The City does not pay for services in advance. Therefore, do not propose contract terms that call for upfront payments or deposits.

### **SECTION III – GENERAL TERMS AND CONDITIONS**

#### **3.1 OPENING OF BIDS:**

1. Bids will be opened, and their contents made public, at the place and the time set forth in the "Invitation to Bid."
2. The City Clerk or person whose duty it is to open the Bids will ascertain and decide when the specified time has arrived, and no Bid received thereafter will be considered.
3. Bidders, or their authorized representatives, are invited to be present at the opening of Bids.
4. No responsibility will attach to an officer or agent of the City of Atwater for the premature opening of an improperly identified bid envelope.

#### **3.2 LIST OF SUB-VENDORS:**

Bids shall be accompanied by a List of Sub-Vendors that the Bidder proposes to use on this work. Their names, basic trade designation, California Vendors License Number and principal business location shall be submitted on this form, (or an exact copy thereof) furnished by or obtained from the office of the Architect.

#### **3.3 CONFLICT OF INTEREST**

The Consultant must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

#### **3.5 EXAMINATION OF DOCUMENTS:**

1. Before submitting a Bid, intending Bidders shall carefully examine the Bidding Requirements, the Drawings, Specifications and other Contract Documents and fully inform themselves as to all conditions and limitations under which the work is to be performed, including the streets, roads, or access to the site, as well as to ascertain, by investigation, the features within or adjacent to the site.
  2. No allowance will subsequently be made to the successful Bidder, in the Contract, because of error, neglect or failure on his part to fully acquaint himself with such conditions, character, extent and limitations, and for not carefully comparing same with the Drawings, Specifications, and other documents.
  3. Such investigation of existing work and features, and their implications in the new Work, shall be made by those knowledgeable and specializing in the pertinent trade or classification of Work that is to be performed.
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4. For investigation of occupied existing facilities involved in the Work of the Contract, Bidders shall make advance arrangements with the Owner for the days and times permitted for the making of such investigations.
5. It will be considered that the Bids submitted include all costs in connection with above-stated conditions and is conclusive evidence that the Vendor has performed his own investigation.

### **3.6 COMPETENCY AND RESPONSIBILITY OF BIDDERS:**

1. The competency and responsibility of Bidders and their proposed Sub-Vendors will be **NONDISCRIMINATION CLAUSES:**

1. During the performance of this Contract, the vendor and its sub-vendors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Vendor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Recipient vendor and its sub-vendors shall give written notice of their obligations under the clause to labor organizations with which they have a collective bargaining or other agreement.
3. The vendor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
4. Contract, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the USEPA Assistance Administrator for Enforcement (EN-329).

### **3.9 INSURANCE:**

The Successful Bidder will be required, for the life of the Contract, to carry and pay for the cost of the types and amounts of insurance as set forth in the specifications

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## **BID PROPOSAL CHECKLIST**

All items on the Checklist must be initialed and dated for the Bid to be considered complete. The City reserves the right to award a Contract in a manner and on the basis, which will best serve the City, taking into consideration the information in the statement of Vendors Experience/Qualifications and past work history with the City. The contactor's attention is especially called to the following forms which must be executed in full as required.

### **1. This Bid Proposal Checklist and Signature Sheet (this page & next page)**

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### **2. Bid, Price Proposal Form (Attachment A)**

The unit price proposal must be shown in the space provided. The total pricing must be shown in the spaces provided.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### **3. Signature Sheet (Attachment B)**

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### **4. List of Sub-vendors (Attachment C)**

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### **5. Addenda Acknowledgment (Attachment D)**

The Vendor acknowledges that he must sign and attach any applicable addenda to the proposal.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### **6. Public Contract Code (Attachment E 1 & E 2)**

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### **7. Certificate of Compliance with Labor Code § 3700 (Exhibit D)**

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### **8. Registration with the Department of Industrial Relations (If applicable)**

The Vendor acknowledges they are currently registered with the Department of Industrial Relations. If the Vendor is unregistered it shall be registered prior to Contract award.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### **9. Possession of Required Professional Licenses**

The Vendor has submitted required professional licenses with a proposal as required in the Contract Agreement.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

I, \_\_\_\_\_, a representative of \_\_\_\_\_  
(Company) (Also referred to as Vendor) hereby propose to furnish and deliver all necessary

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maintenance, labor, tools, materials, tax, services and other means to perform the work required for **Bid Call No. 705-20, "Purchase of One 2021 Ford Systems Maintenance Truck for the Public Works Department, Water Division**, specifications in accordance with the Contract documents released for this project, together with all Addenda (if any issued) issued by the City of Atwater. The amount set forth in the attached Pricing Page covers all Work to be completed under the Contract, including, without limitation, all labor, materials, transportation and services necessary to complete the Work, including the State of California and local sales or use taxes, license or permit fees, if any. Vendor declares that it has carefully examined the location(s) of the proposed work, and has examined all Contract documents and addenda if issued by the City and that it will contract with the City to complete the services in satisfactory condition, has completed the Vendor's checklist and all other proposal documents, as applicable, outlined in the Contract Documents. If awarded the contract, the Vendor expressly agrees to execute the Contract and to begin work not later than the date listed on the notice to proceed. The vendor further agrees to submit invoices and accept payment in the indicated amount listed on the Pricing Page.

**2. - All Vendors shall complete all the following:**

Vendor's Name (Printed): \_\_\_\_\_

Vendors Signature: \_\_\_\_\_

Vendor's Name (Printed): \_\_\_\_\_

Vendors Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Vendor's License Number: \_\_\_\_\_

Vendor's License Classification: \_\_\_\_\_

Vendor's License Exp. Date: \_\_\_\_\_

**(NOTE TO VENDORS:** No proposal shall be valid unless signed by the person making the proposal. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the proposal should be signed by the corporation by its properly authorized officer or officers).



## EXHIBITS

**ATTACHMENT A- BID PROPOSAL SHEET**

**SECTION I – OVERVIEW**

**Vehicle:**

One (1) New/unused 2021 Ford Super Duty F-550 DRW (F5g) XL 2WD Regula Cab 145" WB 60" CA, Valve Maintenance Truck and delivered to:

City of Atwater Public Works Department  
470 Aviator Drive  
Atwater, CA 95301

<b>Item</b>	<b>One Unit (MSRP)</b>	<b>One Unit</b>	<b>Total % Savings</b>	<b>Total Savings (\$)</b>	<b>Total Price (\$)</b>
<b>Contract Price</b>					
<b>Valve Maintenance Truck</b>					
<b>Tax (8.2500%)</b>					
<b>Tire Fee</b>					
<b>Transportation</b>					
<b>Total</b>					

**Per the attached specifications.**

NAME OF COMPANY: \_\_\_\_\_

VENDOR'S LICENSE & PWCR (Department of Industrial) NUMBERS:

\_\_\_\_\_

By signing below, the Bidder acknowledges that they are familiar with the specifications and conditions, etc., and that the Bidder agrees to furnish all material, equipment and labor as necessary to successfully complete the project in accordance with the specifications at the lump sum prices listed above. No additional payment will be made by the City due to conditions or quantities that may vary from what the Bidder used or assumed as the basis for their bid.

SIGNATURE OF BIDDER: \_\_\_\_\_

**EXHIBIT A – SPECIFICATIONS**

**VALUE MAINTENANCE TRUCK:**

\_\_\_\_\_

WACHS equipment Valve Maintenance Skid Unit and equipment installed on a 2021/new Ford F50 Super Duty, pickup box delete chassis. The chassis, body, and equipment specifications are as follows:

**CHASSIS:**

- Recommended chassis – 2021/new Ford F-550
- Reg cab 4x2
- GVWR 19,500 lbs
- Snowplow prep package for the front axle
- 60" CA
- Transmission Automatic w/ provision for PTO
- Gas Engine
- Aft mounted 40-gallon fuel tank
- Backup camera, Bluetooth, power windows/door locks/ mirrors, running-boards, spare tire and wheel, backup alarm, upfitted switches
- Painted white

**FLATBED AND BODY:**

A 9' steel flatbed with headboard and dock bumper. Flatbed will require reinforcement to accommodate the WACHS Vac/Power unit and all the accessories. Platform, if necessary, to accommodate a 45-degree bevel cut in the rear rub rail to accommodate the dumping of the debris body.

Two (2) Weather Guard underbody toolboxes powder coated white 24' long x 18" deep x 18" high will be provided and installed as follows: One (1) on the left and right side ahead of the rear wheels.

**WACHS LX VALUE MAINTENANCE SKID UNIT – GAS ENGINE**

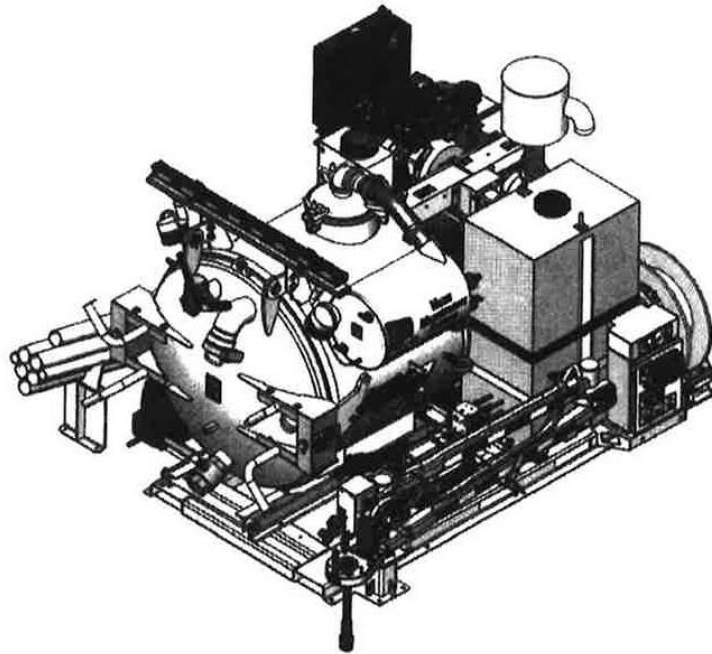
ERV-750 Automated Valve operator: Automated valve operator. Extendable arm produces a full 750 Ft lbs. (1020 Nm) of torque, the system utilizes a dual pivot point to locate over any valve box/Hydrant. Locking disc brake holds the full torque of the machine while operating, 3" (76.2 mm) square steel tube construction and mechanical lock system for travel. Includes operation manual.

WACHS HG100 (North America) ruggedized controller/data logger to operate to operate and collect data (including GPS) during the operation off ERV-750, (includes PDA style PC, 12v-vehicle charger kit, AC charging kit, USB sync cable, machine control cable, screen protector and preloaded with Vitals Mobile software). Telescopic Valve key-2" AWWA (Colder Climate).

Manufactured from 1 high-strength steel, adjustable from 4 ft (1.22 M) to 9 ft. (2.74 M) with spring loaded pin to eliminate loss. Rated to 800 lbs.-ft. (1.085 Nm) of torque for use with the WACHS P/2 and RS/2 valve operations and ERV 750. Weighs only 24 lbs. (10.9 kg) Bluetooth adapter for

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ENV-750. Allows connection between machine and controller to function either wirelessly or tethered.



### **VALVE MACHINE INTELLIGENT AUTOMATION**

Valve exercisers utilize patented automation technology to safely and effectively turn valves using AWWA recommended procedures. This technology protects the operators by keeping “hands off” the machine while exercising the valve and protects the valve by using computer automation to stop when torque level is hit, then automatically reverse direction.

### **RECON CONTROLLER**

Ruggedized PDA style handheld controller to operate and collect data for arm (ERV-T50)) style valve exercisers. Rugged handheld controller with bright touch screen is water resistant and meets military specifications.

### **VITALS SOFTWARE**

VITALS Software enables microprocessor control of intelligent automation equipped valve exercisers to AWWA standards, full data logging and synchronization between the handheld and your desktop GIS. Allows importing of existing data labels and categories with user defined fields. Includes Bluetooth adapter for handheld.

### **ENGINE**

Kohler 27 horsepower overhead cam air cooled gasoline engine.

### **CONTROLS**

Digital tachometer, engine hour meter, voltmeter, vacuum gauge, spoils dump switch, spoils door switch and water/vacuum selector switch.

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### **VACUUM PUMP**

Clutch operated, dual belt drive, positive displacement rotary lobe (Roots Type) blower. Vacuum performance of 500 CFM @ 11 Hg.

### **PRESSURE WASHER PUMP**

Clutch operated, dual belt drive, 2.5 GPM @ 3,000 PSI pump. 3-gallon antifreeze tank with two position selector valve.

### **HYDRAULIC SYSTEM**

Direct coupled pump rated at 8 GPM @ 1,800 PSI continuous duty. 10-gallon hydraulic reservoir with thermostatic controlled fan cooled heat exchanger. Instrumentation includes an oil level gauge, temperature gauge, pressure gauge and selector valve switching to a HTMA class II auxiliary hydraulic circuit A hose reel with 50 ft. of hydraulic hose for operating hydraulic tools will be provided.

### **DEBRIS HOLDING TANK**

250 gallon holding capacity. Top hinged full opening dump door with twin hydraulic remote operation door latches, sure seal square gasket, vacuum break valve, 6" mechanical ball shut-off, and 3" dump valve.

### **FILTRATION**

Staged filtration consisting of a heavy material drop out debris tank and a self-contained multi-stage filter canister with a 10-micron polyester reusable cartridge. All filters washable and reusable.

### **DUMPING**

Twin cylinder, electric over hydraulic dump system, powered by Monarch HPU. The slide and tip system moves the tank out before tilting to clear the truck bed for dumping, and then lifts to 55 degrees to drop debris. Unit shall dump to rear of bed and mounted over rear axle for weight distribution.

### **HOSE AND WANDS**

A 2-1/2" x 8', 1 1/4" x 8' and 7/8" X 8' steel suction wands and one each long and short wash down guns.

### **WATER HOLDING TANK**

95-gallon dean water holding tank

### **OPTIONS TO BE INCLUDED:**

1. One (1) front mounted hoop style cone holder - installed on the curbside of the front bumper.
  2. Two (2) shovel brackets - location to be determined
-

3. Fuel system for the WACHS Skid Unit to draw fuel from chassis fuel tank with electric pump

**WARNING LIGHTS: ALL LIGHTS TO BE WIRED KEY HOT**

- 1) One (1) Service Directional Light Bar installed facing the rear mounted on WACHS unit. Controller in cab on upfitter switches.
- 2) Whelen Cenator Series lightbar installed on the cab roof. Controller installed inside the cab.
- 3) Warning lights (6) LED amber flush mount - installed two (2) on the front chassis grille, two (2) at the rear, and one on each side of the flatbed.
- 4) All lights switches located inside the cab.
- 5) All stop/tail and directional lights are LED mounted in body tail section.

**WORK LIGHTS:**

Two, (2) Whelen Pioneer Plus Series/ equivalent 12-volt LED combination flood-spotlights with telescoping poles will be provided and installed as follows: One (1) on the curbside of the headboard and one (1) on the street side of the headboard. These lights will have on/off switches installed on the light head.

**SERVICE AND FACILITIES:**

The final stage manufacture must be located within 300 miles of Atwater, CA. and be a factory authorized sales and service center for all components listed in this specification.

**ENGINEERING:**

The final stage manufacture must have a professional engineer registered by the CA State Board for Professional Engineers on staff that has reviewed and approved the proposed structural, layout, and installation of all components/ equipment. The engineers contact information must be provided upon request.

**PAINT AND FINISH:**

- All body components unless otherwise specified Line-X. WACHS unit pre-painted white.
- All surfaces to be acid etched, cleaned of rust, grease, oil, dirt, millscale, etc., prior to the prime coat of paint.
- All installed switches and/or equipment control(s) must be properly labeled as to function and condition (i.e., on, off, etc.). All required identification labels or placards, interior or exterior, to be permanent non-fading (i.e., engraved or die-stamped) and affixed using rivets. **Adhesive labels, metal or plastic, are not acceptable.**
- Any and all body attachments shall be installed using a rubber gasket material and attachment caulked to prevent water leakage.

**STANDARD EQUIPMENT**

**MECHANICAL**

**ENGINE:** 7.3L 2V DEVCT NA PFI VS Gas.

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**TRANSMISSION:** TorqShift 10-Speed Automatic-inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.

4.88 Axle Ratio

GVWR: 18,000 lbs. Payload Package

50-State Emissions System

Transmission w/Oil Cooler

Rear-Wheel Drive

78-Amp/Hr. 750CCA Maintenance-Free Battery w/Run Down Protection

HD 240 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

11350# Maximum Payload

HD Shock Absorbers

Front and Rear Anti-Roll Bars

Firm Suspension

Hydraulic Power-Assist Steering

40 Gal. Fuel Tank

Single Stainless-Steel Exhaust

Dual Rear Wheels

Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front and Rear Vented Discs and Brake Assist

Upfitter Switches

## **EXTERIOR**

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included

Tires: 225/70Rx19.5G BSW NP

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Fender Flares

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Manual Side Mirrors w/Manual Folding

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Front Splash Guards

Black Grille

Auto lamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting

Headlamps w/Delay-Off

Cab Clearance Lights

## **ENTERTAINMENT**

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers

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Radio w/Seek-Scan

Fixed Antenna

SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, Applink, 1 smart-charging USB-C port and steering wheel audio controls

## **INTERIOR**

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

Manual Tilt/Telescoping Steering Column

Gauges-inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

FordPass Connect 4G Mobile Hotspot Internet Access

Manual Air Conditioning

Illuminated Locking Glove Box

Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

## **VEHICLE CONFIGURATION OPTIONS**

### **ENGINE**

ENGINE: 7 .3L 2V DEVCT NA PFI VB GAS, (STD).

### **TRANSMISSION**

TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD).

### **TIRES**

TIRES: 225/70RX19.5G BSW A/P, (STD).

### **PRIMARY PAINT**

OXFORD WHITE.

### **PAINT SCHEME**

STANDARD PAINT.

### **SEAT TYPE**

AS MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, - inc: center armrest, cupholder and driver's side manual lumbar.

### **AXLE RATIO**

LIMITED SLIP W/4.88 AXLE RATIO.

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## **ADDITIONAL EQUIPMENT**

POWER EQUIPMENT GROUP, - inc: Deletes passenger side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft 90L System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front Side Windows, t-touch up/down driver/passenger window.

## **397 AMP ALTERNATORS**

## **DUAL 78 AH BATTERY**

**SNOWPLOW PREP PACKAGE** -That also allows for the attachment of a winch.

**GVWR: 19,000 LBS PAYLOAD UPGRADE PACKAGE**, -inc: upgraded frame and upgraded rear-axle.

**EXTERIOR BACKUP ALARM** (PRE-INSTALLED), -inc: Custom accessory

**SPARE TIRE, WHEEL & JACK** -Inc: Excludes carrier, 6-Ton Hydraulic Jack

## **PLATFORM RUNNING BOARDS**

## **6-TON HYDRAULIC JACK**

**REAR VIEW CAMERA & PREP KIT** -inc: Pre-installed content includes cab wiring and Frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions.

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## **EXHIBIT B - SCHEDULE OF PERFORMANCE**

**SCHEDULE DAY OF SERVICE:** Delivery shall be performed by Vendor Monday thru Friday during regular City facility hours, excluding holidays recognized by the City.



## EXHIBIT C - INSURANCE REQUIREMENTS

**Before beginning any work under this Agreement**, Vendor, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and sub-vendors. Vendor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Vendor's bid. Vendor shall not allow any sub-vendor to commence work on any subcontract until Vendor has obtained all insurance required herein for the sub-vendor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Vendor shall maintain all required insurance listed herein for the duration of this Agreement.

### **1. Workers' Compensation**

Vendor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with bodily injury limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) on a per accident and by disease basis. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Vendor shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in **Exhibit D**. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Vendor, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement, and such waiver of subrogation shall be so stated on Insurance Services Office ("ISO") endorsement form CG 24 04.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Vendor shall notify City within fourteen (14) days of notification from Vendor's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Vendor does not have any employees.

### **2. Commercial General and Automobile Liability Insurance**

#### **2.1 General requirements**

Vendor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an

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amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

## **2.2 Minimum scope of coverage**

Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

## **2.3 Additional requirements**

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Vendor, including the insured's general supervision of Vendor; products and completed operations of Vendor; premises owned, occupied, or used by Vendor; and automobiles owned, leased, or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
  - b. The City shall be listed and named as an additional insured on Insurance Service Office ("ISO") endorsement form CG 20 10 11 85 if commercially available, or CG 20 10 (all other editions other than 11 85), as follows: "The City of Atwater, its elected officials, officers, agents, and employees".
  - c. The Certificate of Insurance must list the "City of Atwater listed as ADDITIONAL INSURED" in the field entitled "Description of Operations":
  - d. The Certificate of Insurance must list the "City of Atwater" in the field entitled "Certificate Holder":
  - e. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
  - f. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-
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insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- g. Any failure of Vendor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- h. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Vendor shall notify City within fourteen (14) days of notification from Vendor's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

### **3. All Policies Requirements**

#### **3.1 Acceptability of insurers**

All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

#### **3.2 Verification of coverage**

Prior to beginning any work under this Agreement, Vendor shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### **3.3 Sub-vendors**

Vendor shall include all sub-vendors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-vendor. All coverages for sub-vendors shall be subject to all the requirements stated herein.

#### **3.4 Deductibles and Self-Insured Retentions**

Vendor shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Vendor may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Vendor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

#### **3.5 Waiver of Subrogation**

Vendor hereby agrees to waive subrogation which any insurer or vendor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Vendor, its employees, agents, and sub-vendors.

#### **3.6 Notice of Reduction in Coverage**

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In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Vendor shall provide written notice to City at Vendor's earliest possible opportunity and in no case later than five (5) days after Vendor is notified of the change in coverage.

**4. Remedies**

In addition to any other remedies City may have if Vendor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Vendor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - Order Vendor to stop work under this Agreement or withhold any payment that becomes due to Vendor hereunder, or both stop work and withhold any payment, until Vendor demonstrates compliance with the requirements hereof; and/or
  - Terminate this Agreement.
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**EXHIBIT D - CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
RELEASE AND INDEMNIFICATION**

The undersigned, on behalf of and as the duly certified representative of Vendor, certifies as follows:

1. Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Vendor has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
  
2. Should Vendor fail to secure Workers' Compensation coverage as required by the State of California, Vendor shall release, hold harmless, defend and indemnify the City of Atwater from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Vendor's successors, heirs, and assigns.

Vendor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_





## CITY OF ATWATER BID PROPOSAL

### FOR GOODS AND SERVICES RELATED TO BID CALL NO. 705-20; “PURCHASE OF ONE 2021 FORD SYSTEMS MAINTENANCE TRUCK FOR THE PUBLIC WORKS DEPARTMENT, WATER DIVISION”

The work to be done and referred to herein is:

**“Purchase of One 2021 Ford Systems Maintenance Truck for the Public Works Department, Water Division”, Bid Call No. 705-20.**

Located in the City of Atwater, Merced County, State of California, and shall be constructed in accordance with the Contract Documents, which require the payment of State of California General Prevailing Wage Rates, including:

Bids are to be submitted for the entire work. The amount of the bid, for comparison purposes, will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b) as follows:

- a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City of Atwater's estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

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Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Atwater, and that discretion will be exercised in the manner deemed by the City of Atwater to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Atwater respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the amounts required by the Contract Documents, with surety satisfactory to the City of Atwater, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the City of Atwater that the contract has been awarded, the City of Atwater may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Atwater.

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Atwater, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit.

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Vendors must provide a price sheet containing the information below for furnishing services to the City of Atwater as required by the provisions and specifications of this Bid.

The items listed are for evaluation purposes only. The quantities and items specified are estimates only of the City's requirements. Awarded Vendor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with the availability of funds and actual needs as they occur throughout the period.



**ATTACHMENT B - 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 the attachments.

Name of Individual/Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

County Business License No. Expiration Date: \_\_\_\_\_

State Business License No. Expiration Date: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Name/Title of Authorized Official: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**ATTACHMENT C - LIST OF SUB-VENDORS**

*Failure to list all subcontracts greater than 1/2 of 1% of the contract amount are subject to penalties of up to 10% of the subcontract amount & may also be grounds for disciplinary action by the Vendor's State License Board. Any changes in sub-vendors must be approved by the City of Atwater in advance.*

List license & PWCR numbers for each sub-vendor.

Name, Address, License, & PWCR Numbers	Bid Item #	Description of Work	Value of Work
Name, Address, License, & PWCR Numbers	Bid Item #	Description of Work	Value of Work
Name, Address, License, & PWCR Numbers	Bid Item #	Description of Work	Value of Work
Name, Address, License, & PWCR Numbers	Bid Item #	Description of Work	Value of Work
Name, Address, License, & PWCR Numbers	Bid Item #	Description of Work	Value of Work

**ATTACHMENT D - ADDENDA ACKNOWLEDGMENT**

This Proposal is inclusive of all addenda noted by the City of Atwater as requiring signature.

If any Addenda are required revisions to the Estimate sheets, insert them as part of this proposal.

Addendum(s) \_\_\_\_\_ Bidder's Initials \_\_\_\_\_

**SECURITY**

Accompanying this proposal is:

\_\_\_\_\_  
INSERT THE AMOUNT AND THE WORDS "CASH", "CASHIER'S CHECK", "CERTIFIED CHECK" OR "BIDDERS BOND" in an amount equal to at least ten (10) percent of the total of the bid.

**LIST OF PRINCIPALS**

The names of all persons interested in the foregoing proposal as principals are as follows:

\_\_\_\_\_  
\_\_\_\_\_

**IMPORTANT NOTICE.** If bidder or other interested person is corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 102851.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under the penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The Vendor's license number and expiration date are stated under penalty of perjury. Licensed in accordance with an act providing for the registration of vendors:

License No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Classifications: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title of Bidder      Date      Signature of Bidder

\_\_\_\_\_  
Business Address      Place of Business

\_\_\_\_\_  
Place of Residence

**ATTACHMENT E 1 - PUBLIC CONTRACT CODE**

These Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder

**has** , **has not** ,

been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The bidder must place a check mark after "has" or "has not" in one of the blank spaces Provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

"I declare under penalty of perjury under the laws of the State of California that the statement made in the foregoing statement is true and correct.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

**Yes**

**No**

If the answer is yes, explain the circumstances in the following space:

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**ATTACHMENT E 2 - PUBLIC CONTRACT SECTION 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the Vendor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Vendor within the immediately preceding two year period because of the Vendor's failure to comply with an order of a federal court which orders the Vendor to comply with an order of the National Labor Relations Board.

**NON-COLLUSION AFFIDAVIT**

**(Title 23 United States Code Section 112 and Public Contract Code Section 7106)**

This Non collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

To the City of Atwater:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

"I declare under penalty of perjury under the laws of the State of California that the statement made in the foregoing statement is true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes

No

If the answer is yes, explain the circumstances in the following space:

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