

CITY OF GILROY INVITATION FOR BIDS (IFB)
PROJECT 23-PW-282
Purchase of FORD F650 Cab with Scelzi Dump Body Truck

Notice Inviting Bids:

Notice is hereby given that SEALED BIDS will be received in-person, by the Finance office of the City of Gilroy, at the Council Chambers, 7351 Rosanna Street, Gilroy, CA. 95020, from 1:30 PM to 2:00 PM on June 13, 2023 for **Project 23-PW-282: Purchase of one (1) New FORD F650 with Scelzi 5-7 yard Dump Bed Truck** as described in the specifications outlined in this Invitation-for-Bids. Bids of available new vehicle will be accepted. Bids will be publicly opened and read at 2:00 PM or shortly thereafter.

Bids delivered before **June 13th at 1:30 PM** must be delivered to the City Hall Information Desk at the northeast entrance of City Hall. City Hall is currently open Monday through Thursday from 8:30 AM to 4:30 PM, and Fridays by appointment only. Bids should be in writing and titled with the project number and project title. An electronic copy of the bid documents can be obtained from the City of Gilroy Website at: <https://www.cityofgilroy.org/Bids.aspx>. All prospective parties should check the City's website for any changes to the IFB.

Instruction to Bidders:

1. All bid pricing shall be submitted "via in-person" to the City of Gilroy, Attn: Carina Baksa (Finance Manager) and required forms provided in this Invitation for Bids (IFB) package shall be attached.
2. Proposers are to attach a copy of the signed Bid Certification Form to the bid submission, including any other required attachments.
3. The authorized person signing the Bid Certification Form shall initial erasures, interlineations, or other modifications in the bid.
4. Periods of time, stated as several days, shall be in calendar days (not working days).
5. It is the responsibility of all interested bidders to examine the entire IFB package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid.
6. All costs associated with responding to this bid shall be at the bidder's sole expense. The City shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
7. The Bid documents are complementary, and what is called for by any one of the documents shall be as binding as if called for by all.

Examination of Specifications:

The bidder is required to carefully examine the attached specifications.

Bid Form and Submittal:

All bids must be made upon the blank forms attached hereto. Do not include sales tax in your bid. The bid form must be signed by the approved representative of the vendor.

Disqualification and Rejection of Bids:

The City reserves the right to reject any and all bids and further reserves the right to reject any bids which show any alterations of form, additions or alternates not called for, incomplete bids, erasures, irregularities of any kind, or if any of the following grounds for disqualification exist:

- Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.
- Failure to provide all documentation requested in this Invitation-for-Bid (IFB).
- Offering gifts or souvenirs, even of minimal value, to City officers or employees.
- Existence of any lawsuit, unresolved contractual claim or dispute between Bidder and the City.
- Evidence of bidder/contractor's inability to successfully complete the responsibilities and obligations of the proposal.
- Bidder/Contractor's default under any City agreement, resulting in termination of such Agreement.

Location and Delivery of Equipment:

The successful Bidder agrees to make deliveries to the specified City location only upon receipt of a duly signed and approved purchase order issued by the City. Delivery shall take place within thirty (30) calendar days after issuance of the purchase order. Delivery made without such documentation shall be at the Bidder's risk.

Delivery information must be indicated on the bid form. In the event that the vendor is unable to meet their specified delivery date should a vehicle be selected for purchase and a purchase order issued, concurrent with the terms and conditions set forth herein, a penalty equal to \$280.00 per day shall be assessed. Penalty assessment shall commence at 12:01 PM the day after the due delivery date.

The successful bidder/contractor shall also authorize immediate replacement of any items that has been damaged in transit.

Attachments:

This document describes the product/service required by the City, IFB process, and provisions. In addition, the following attachments are included:

- Attachment A Bid Specifications
- Attachment B Bid Pricing and Certification Form
- Attachment C Insurance Requirements
- Attachment D City of Gilroy Special Policies and Programs Checklist

Bidders are responsible for ensuring that they possess all the documents identified above. If a document identified above is missing, contact Carina Baksa, carina.baksa@cityofgilroy.org

Waiver of Bid Defects

Notwithstanding any other provision of the IFB, the City shall have the right to waive any informalities or minor irregularities in bids or bidding.

Public Record

All bids submitted in response to this invitation shall become the property of the City and shall become a matter of public record available for review.

Questions and Objections:

Any questions or rejections related to this IFB shall be in writing and directed to Carina Baksa via e-mail to carina.baksa@cityofgilroy.org responses to questions shall be provided in the form of an addendum posted on the City website.

Bid Protests:

If an unsuccessful Bidder wishes to protest the award recommendation, the unsuccessful Bidder must submit the protest in writing to the Purchasing Coordinator no later than five (5) calendar days after announcement of the apparent successful Bidder on the City's website. Protest must detail the grounds, factual basis and provide all supporting information. Protests will not be considered for disputes of bid specifications, which must be addressed in accordance to the specifications in Section 2 below.

The address for submitting a protest is:

City of Gilroy
Attn: Carina Baksa, Finance Manager
7351 Rosanna Street
Gilroy CA 95020

ATTACHMENT A: SPECIFICATIONS

CITY OF GILROY INVITATION FOR BIDS (IFB)
PROJECT 23-PW-282
Purchase of FORD F650 Cab with Scelzi Dump Body Truck

ATTACHMENT A – SECTION 1 – GENERAL INFORMATION

1.1 Bids are requested for one (1) New FORD F650 with Scelzi 5-7yrd. Dump Bed truck (“vehicle”). The bid price must remain valid for a period of ninety (90) calendar days from the date of bid submittal.

1.2 The vehicle shall be delivered by the bidder under its own power within thirty (30) calendar days from the date the purchase order is issued with all equipment specified, to the City of Gilroy, California, at the following address: Corporation Yard, 613 Old Gilroy Road, Gilroy, CA, 95020. Early delivery is acceptable.

1.3 It is the intent of the specifications to describe the essential minimum requirements for the performance of the vehicle and associated equipment. Unit(s) shall comply with all federal, state, Interstate Commerce Commission and DOT regulations, standards, and laws relating to commercial vehicles.

1.4 Whenever reference to a specific brand name is made by the City of Gilroy, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City of Gilroy, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications.

1.5 The City of Gilroy’s Terms and Conditions shall govern any contract award—No exceptions.

1.6 These specifications are based upon performance criteria, which have been developed by the City of Gilroy as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of vehicle that is acceptable currently. Certain exceptions may be accepted if they are minor, equal, or superior to that which is specified. All exceptions shall be listed in a separate section with the corresponding page number, section title, and paragraph number of the item in question or item taken exception to.

1.7 It is the responsibility of the bidder to review all the bidding requirements. Failure of a bidder to be acquainted with this information shall not relieve him/her from any obligations of the bid requirements.

1.8 A complete set of specifications and pictures showing the front, rear, left, right, top view, overall length and all dimensions of the proposed vehicle must be submitted with the bid for the purpose of comparison.

1.9 Any exceptions not taken shall be assumed by the City of Gilroy to be included in the proposal and in compliance with the specification as written, regardless of the cost to the bidder. All exceptions shall be stated no matter how seemingly minor.

1.10 Items offered to the City of Gilroy for consideration as an equal quality component or item shall be listed next to the item in Attachment A. If additional space is needed, clarification shall be noted on an

individual sheet of paper entitled "PROPOSED EQUAL TO VEHICLE SPECIFICATIONS". In the individual sheets, each exception or clarification shall reference the respective section number. All requests for equals are subject to acceptance by City of Gilroy.

1.11 Bidder acknowledges that all requests for approved equals are enclosed herein and are subject to City acceptance at the City's sole discretion.

1.12. Acceptance – Before acceptance of the vehicle to be furnished under this bid, the City of Gilroy shall have the right to inspect and test the vehicle and/or equipment to ascertain that all requirements of these specifications and the notice have been fully complied with and that the equipment is proper and complete in every respect and in good working order. It is understood and agreed that the City of Gilroy shall have the right to make such inspections and tests of the equipment.

1.13 Permission to keep or store the vehicle in any building owned or occupied by the City of Gilroy or its use by the City of Gilroy during the above-specified period with the permission of the bidder, shall not constitute acceptance.

1.14 Freight and/or shipping charges shall be at no cost to the City "FOB Destination Prepaid", unless specified by City as a separate line item on bid.

1.15 Payment for the vehicle shall be a one-time, in-full payment to be made thirty (30) calendar days after receipt and City's acceptance of the vehicle to be furnished under this bid, and a correct invoice.

1.16 Insurance

1.16.1 Successful bidder is required to maintain the insurance coverage as specified in Attachment C "Insurance Requirements".

1.16.2 Successful bidder shall submit a "Certificate of Insurance" in accordance with the requirements outlined in Attachment C "Insurance Requirements" within five (5) calendar days from the final day of the protest period as identified in the Bid Protests Section (Instructions to Bidders) of the Invitation-for-Bids.

ATTACHMENT A – SECTION 2 – SPECIFICATIONS

All specifications are to be checked “YES” complied with, or “NO” not complied with. The space to the right is for approved equals, comments, prices, suggestions, etc. If more space is required, please refer to Section 1.10 under General Information

Section 2. Specifications	Yes	No	If “NO”, list proposed equal below
<p>2.1 COMPLIANCE WITH APPLICABLE LAWS 2.1.1 The Utility truck shall comply with all U.S. Department of Transportation, State of California Motor Vehicle Code, Air Pollution and Emission Controls of the California Air Pollution Control Board at time of contract signing</p> <p>2.2 LICENSED DEALERSHIP 2.2.1 The State of California Vehicle Code, section 11701 requires a “dealer in vehicles of a type subject to registration, shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number”.</p> <p>2.2.2 The dealership shall have a current license at time of bid as outlined above and shall provide a copy of the license in your bid response.</p> <p>2.3 LICENSED SALES REPRESENTATIVE 2.3.1 The State of California Vehicle Code, section 11800 requires that it shall be “unlawful for any person to act as a vehicle salesperson without having first procured a license or temporary permit issued by the department (Department of Motor Vehicles – DMV).</p> <p>2.3.2 The representative of the contractor shall have a current vehicle salespersons license at time of bid as outlined above and shall provide a copy of the license in the bid response.</p> <p>2.4 VEHICLE REGISTRATION 2.4.1 The dealer shall be required to register the vehicle with the State of California Department of Motor Vehicles. Registration must be for exempt license plates.</p> <p>2.4.2 The dealership shall obtain and/or provide the documents and services stated above prior to final delivery.</p>			

Section 2. Specifications	Yes	No	If "NO", list proposed equal below
<p>2.5 DEALER PREPARATION Bid prices must include all necessary dealer preparation applicable to the equipment prior to final delivery to the City of Gilroy. The dealer shall provide and/or complete the following services (if applicable to the specification):</p> <p>2.5.1 Specification / Bid Compliance – Inspect the vehicle and equipment ("Vehicle") for compliance with bid specifications.</p> <p>2.5.2 Fluid Levels – Inspect for correct capacities of the following: engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear end fluid, pump transmission oil, and primer oil.</p> <p>2.5.3 Visual Inspection – Inspect tires and wheels for proper pressure and lug torqueing. Tighten any loose hardware. Lubricate valve rods and check doors for correct adjustment.</p> <p>2.5.4 Electrical Inspection – Operate all lights and other electrical accessories.</p> <p>2.5.5 Fuel Tank – Fuel tank shall be filled prior to final delivery.</p> <p>2.5.6 Cleaning / Detailing – The Vehicle shall be thoroughly washed and detailed at the dealership prior to final delivery to the City of Gilroy.</p> <p>2.6 INSPECTION AND APPROVAL The City of Gilroy shall inspect and approve the Vehicle at the contractor’s facility prior to purchase. The apparatus shall not be delivered to the City of Gilroy until this dealer preparation inspection is performed.</p> <p>2.7 DELIVERY TERMS The Vehicle shall be delivered, by the bidder, under its own power within thirty (30) calendar days from the date the purchase order is issued with all equipment specified, to the City of Gilroy, California, Corporation Yard located at 613 Old Gilroy Street, Gilroy, CA 95050.</p>			

Section 2. Specifications	Yes	No	If "NO", list proposed equal below
<p>2.8 DUMP BED REQUIREMENTS</p> <p>2.8.1 – Dump Type –The Dump bed and vehicle shall be able to fit down most alleys and small residential roads.</p> <p>2.8.2 Dump Capacity – The Dump Bed must be able to haul loads between five(5) and seven (7) cubic yards.</p> <p>2.8.3 Dump Bed Dimensions – the Dump Bed shall have the following measurements as minimums:</p> <ul style="list-style-type: none"> • Dump Bed size must be between five(5) and seven (7) yards • Loading width must be 86" • Loading height must be 24" • Loading depth must be 32" tail gate • 36"- 40" Bulkhead <p>2.9 CAB AND CHASSIS</p> <p>2.9.1 The cab and chassis shall be a FORD F650 chassis.</p> <p>2.9.2 The cab and chassis shall include air conditioner, airbags, seat belts, functioning windshield wipers, cabin light, door locks, easy access to locks and handles, power windows, grab handles for mounting/dismounting the vehicle, functioning breaks, shocks, struts, etc.</p> <p>2.9.3 Chassis must have a GVW rating sufficient to safely operate with maximum load weight capability of the compressor and holding unit must meet all manufacturer’s requirements for the equipment.</p> <p>2.9.4 There shall be sufficient electrical wiring to facilitate all components and operations of the vehicle and systems</p> <p>2.9.5 There shall be a working warning light and alarm system for low oil pressure, high temperature, low air pressure, low fuel level, low voltage, etc.</p> <p>2.10 ENGINE</p> <p>2.10.1 The engine shall be a 6.7L Power Stroke V8 Turbo Diesel – Rated 300 HP @ 2500 RPM / Torque: 725 ft.lbs. @ 1500 rpm. (Includes Engine Exhaust Brake and manual</p>			

Section 2. Specifications	Yes	No	If "NO", list proposed equal below
<p>regen capability). Making sure this is a minimum horsepower, RPM's, torque to effectively operate the vehicle and compressor/crane in conjunction with one another.</p> <p>2.10.2 Engine and Exhaust must meet EPA and California Air Resources Board certification requirements.</p> <p>2.11 TRANSMISSION Transmission shall be a Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision - Park Pawl determined by Rear Axle Ratio and Tire Size STD 41A Transmission Power Take-Off Provision w/Live Drive Capability and Tow/Haul. It shall be the bidder's responsibility to ensure the vehicle has a transmission that meets engine manufacturer's minimum requirements to fully operate the features of the vehicle and compactor.</p> <p>2.12 FUEL TANK Tank must meet all legal and safety requirements, and be in good condition</p> <p>2.13 EMERGENCY AND UTILITY LIGHTING All legally required utility and safety lighting shall be wired to controls in the cab and must be in full working order.</p>			

- Do not include sales tax in your bid. Prior to award of contract, the City will confer with the successful Bidder to review applicable sales and use taxes and make required adjustments.
- The low-price determination shall be the base bid (total) amount.
- Per Section 1.14, freight and/or shipping and delivery shall be "FOB Destination Prepaid" unless specified as a separate line item on Bid Pricing Form.

**ATTACHMENT B:
BID PRICING AND
CERTIFICATION FORM**

**CITY OF GILROY INVITATION FOR BIDS (IFB)
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Purchase of FORD F650 Cab with Scelzi Dump Body Truck**

ATTACHMENT B – SECTION 1 – BID PRICING AND CERTIFICATION FORM

BID INFORMATION	BIDDER'S OFFERING
Total, all-inclusive cost:	
Chassis Make:	
Chassis Model:	
Chassis Year:	
Compactor Make:	
Compactor Model:	
Compactor Year:	

NO BID SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Bidding Firm Name:	
Address:	
Telephone:	
Facsimile:	
E-Mail:	
Contact Person Name and Title:	

BIDDER REPRESENTATIONS

1. Bidder did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms, or conditions of this proposal.
2. Bidder additionally certifies that neither bidder nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from

participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.

3. Bidder acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the Invitation for Bids (IFB) document or permitted by formal addenda are accepted by the City.
4. Bidder did not receive unauthorized information from any City staff member or City Consultant during the Bidding period except as provided for in the IFB package, formal addenda issued by the City.
5. Bidder hereby certifies that they will meet the equipment delivery and installation services dates included in the IFB and/or its attachments.
6. Bidder hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
7. Please check the appropriate box on the following list:
 - If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
 - If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership, shall be stated and the proposal shall be signed for all members by one or more members thereof.
 - If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
 - If the proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.
 - If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

By signing below, the submission of a bid shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the Invitation-For-Bids (IFB), that they are aware of the applicable facts pertaining to the IFB process, its procedures and requirements, and that they have read and understand the IFB.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Complete the additional signatures below, as REQUIRED per # 7 above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	

ATTACHMENT C: INSURANCE REQUIREMENTS

**CITY OF GILROY INVITATION FOR BIDS (IFB)
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ATTACHMENT C – INSURANCE REQUIREMENTS

CONTRACTOR, at CONTRACTOR’S sole cost and expense, shall procure and maintain for the duration of any agreement or purchase order, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors or suppliers. The cost of such insurance shall be included in the CONTRACTOR’S bid.

Minimum Scope and Limit of Insurance

There shall be no endorsements reducing the scope of coverage required below unless approved by the City’s Risk Manager.

Type of Insurance	Minimum Limit
1. Commercial General Liability	
The coverage provided by Insurance Services Office “occurrence” form CG 0001, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations.	\$1,000,000 per occurrence for bodily injury, personal injury and property damage or \$2,000,000 annual aggregate.
2. Automobile Liability	
The coverage provided by Insurance Services Office form number CA 0001. Coverage shall be included for all owned, non-owned and hired automobiles.	\$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers’ Compensation and Employer Liability	
As required by the Labor Code of the State of California.	\$1,000,000 combined single limit per accident for bodily injury and property damage.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City’s Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City’s Risk Manager.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage
 - a. The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobile owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, and agents shall be excess of the contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.
 - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.
2. Workers' Compensation and Employers Liability
 - a. Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, and agents.
3. All Coverage
 - a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been given to the City; except that ten (10) calendar days' prior written notice shall apply in the event of cancellation for non-payment of premium.

Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. 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.

**ATTACHMENT D:
CITY OF GILROY
SPECIAL POLICIES AND
PROGRAMS
CHECKLIST**

CITY OF GILROY INVITATION FOR BIDS (IFB)
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ATTACHMENT D: CITY OF GILROY SPECIAL POLICIES AND PROGRAMS

The City of Gilroy has established special policies and programs as part of the Purchasing Policy. Please check any of the boxes below to indicate if you meet the following special policies:

Local Purchasing Preference:

The City Council has established a 5% local purchasing preference to be given to local businesses who respond to bidding opportunities or otherwise contract with the city (excluding public works construction and professional services), under the following guidelines and conditions.

- 1. Definition of Local Business** - A local business is defined as a vendor or contractor who:
 - a. Has a fixed place of business in the city limits and the point of sale (for the business's sales tax reporting purposes) occurs within the city limits,
 - b. Is current in the payment of their business license tax, and
 - c. Is in compliance with the City laws and does not owe money to the city.

- 2. Inapplicability** - Application of the local business preference does not apply in the following situations:
 - a. Purchases of goods and services through legal contracts of other governmental jurisdictions or public agencies, or cooperative purchasing agreements;
 - b. Contracts for professional or legal services;
 - c. Purchases or contracts which are funded, in whole or in part, by a governmental entity, or private and public grants and the laws, regulations or policies governing such funding prohibit application of the local preference; and
 - d. Purchases made under emergency situations.

Minority, Disabled and Woman Owned Business Policy Statement:

It is the policy of the City to ensure full and equitable opportunities for minority business enterprises, women business enterprises, disabled business enterprises, and local small businesses. Please check the box if you fall under any of these categories.