

**CITY OF YUBA CITY
INVITATION FOR BID
NO. FB22-07**

NOTICE IS HEREBY GIVEN THAT the City of Yuba City, in the County of Sutter, State of California, will receive sealed bids for:

Five (5) 2022 or newer Chevrolet Tahoe 2WD Police Pursuit Vehicles

Specification packets may be obtained from the City of Yuba City website, www.yubacity.net, click City Hall, Request for Proposals & Bids, Bid Notices, General Products & Services/RFQs/Bids/RFPs and then click on FB22-07 to access the bid package.

Bids are to be submitted on forms contained in the bid packet. **Bids are to be submitted to the Office of the City Clerk located at 1201 Civic Center Boulevard, Yuba City, CA 95993, on or before April 1, 2022 at 3:00pm**, at which time bids will be opened and read at the Office of the City Clerk. Bids are to be submitted in a sealed envelope. The envelope shall display the following statement, "SEALED BID NO: FB22-07, BID OPENING, April 1, 2022 at 3:00 P.M., CITY HALL."

The City will not accept responsibility for delays in receipt of bids sent by mail or other carriers. It shall be the sole responsibility of each bidder to ensure that the City Clerk receives bids no later than the time stated for bid opening. All bids received after said time and date shall be rejected.

The City reserves the right to reject any or all bids or to waive any informalities or minor irregularities in the bid.

No bidder may withdraw his or her bid for a period of sixty (60) days after the date set for the opening.

Any general questions concerning this bid and/or specifications may be directed to Commander Sam Escherman by emailing sescherman@yubacity.net, prior to bid opening. If you do not have access to the website, you may call 530-822-4645 or stop by the Finance Department at the City Hall, 1201 Civic Center Blvd., Yuba City, Monday thru Friday 8am to 5pm to obtain a copy of the bid package.

By order of the City Council, City of Yuba City, County of Sutter, State of California.

Date:

Spencer Morrison
Finance Director

**PART I
GENERAL CONDITIONS**

1. PREPARATION AND SUBMITTAL OF BIDS

- A. Bids not submitted on the Bid Proposal Form may be rejected.
- B. Bids are to be submitted on forms contained in the bid packet. Bids are to be submitted to the Office of the City Clerk located at 1201 Civic Center Boulevard, Yuba City, CA 95993, on or before 3:00 P.M., April 1, 2022 at which time bids will be opened and read. Bids are to be submitted in a sealed envelope. The envelope shall display the following statement, “SEALED BID FB22-07, BID OPENING April 1, 2022, 3:00 P.M., CITY HALL.”
- C. All information requested of the vendor shall be entered in the appropriate space on the Bid Form. Failure to do so may disqualify your bid.
- D. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.
- E. Corrections and/or modifications received after the closing time will not be accepted. Any exceptions to specifications must be stated on the bid.
- F. Two (2) copies of the bid forms must be submitted by the date and at/or prior to the time specified, to be considered. No late bids, telegraphic or telephone bids will be accepted. The City will not be responsible for, nor will accept postmarks from the U.S. Postal Service or other facsimile record of other carriers as proof of timeliness.
- G. Time of delivery shall be stated as the number of calendar days following the signing of the bid to the date of delivery and acceptance by the City of Yuba City.
- H. Each bidder shall state the net price for said item/service delivered F.O.B, 1185 Market Street, Yuba City, CA.
- I. An authorized officer or agent of the bidder shall sign all bids.
- J. All bids, whether accepted or rejected, shall become the property of the City of Yuba City.

2. BRAND NAMES

- A. Any reference to brand names and numbers in the invitation for bids is descriptive, unless otherwise specified.

- B. Bids on equivalent items meeting the standards of quality thereby indicated would be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brands.
- C. Unless the bidder specifies otherwise in his/her bid, it is understood that the bidder is offering a referenced brand item as specified in the invitation for bids. The City of Yuba City reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references; the City of Yuba City may require a bidder offering a substitute to supply additional descriptive material.
- D. All equipment and supplies are to be new, and the model or material in current production year. No shopworn, irregular, demonstrator equipment or materials are to be offered.

3. TAXES

- A. Add 7.25% California Sales Tax to the item(s) in your bid.
- B. If your company is outside California and collects use tax, please state the amount as a separate item if the City of Yuba City is to remit the tax.
- C. Do not include Federal Excise Tax in your bid.

4. PAYMENT, TERMS, & INVOICE REQUIREMENTS

- A. Bidder must state exact payment terms in their bid proposal. Only those charges that are identified on the bid proposal form and agreed upon by the City will be allowed. Prepayment options shall not be acceptable.
- B. Invoices shall be mailed, in triplicate, to the City of Yuba City – Attention: Finance Department.
- C. The City will pay after delivery and formal written acceptance of the vehicles by the City. Delivery, or receipt of the vehicles by the City, shall not constitute acceptance. Upon delivery of the vehicles, representatives of the City will thoroughly inspect and test it for strict conformance with the specifications and all conditions of the contract. When the City is satisfied that the vehicles are in complete compliance with these specifications, General Conditions of the bid, and that it meets the City’s standards of quality and workmanship, the City will notify the contractor of said formal acceptance of the vehicles. At the time of formal acceptance is received, the manufacturer may place a demand upon the City for payment in full. Under no condition will the City make partial payment, progress payments, or otherwise modify these terms and conditions for payment.

5. LIABILITIES

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

6. AWARD/TERMINATION OF CONTRACT – PURCHASE ORDER

- A. **Competitive Bidding:** If more than one bid is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such bids may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or effect the awarding of this bid is in violation of competitive bidding requirements, and may render any bid under such circumstances void.
- B. **Award of Bid:** The award of this bid will be based on the lowest responsive bidder, meeting all of the City’s specifications and conditions, subject to the right of the City to award the contract to a bidder which is not the lowest responsive bidder when the City determines it would be in the best interest of the City. If the bid is under \$50,000, the bid may be awarded by the City’s Purchasing Agent. If the bid is under \$100,000, the bid may be awarded by the City Manager. If the bid is over \$100,000 it shall be presented to the City Council for award. It is at the sole discretion of the City to determine the equipment and bidder best suited in meeting those needs.
- C. Within sixty (60) days after the bid opening, a contract will be awarded by the City’s Purchasing Agent, City Manager or City Council. The time for awarding the contract may be extended by the City’s Purchasing Agent, City Manager or City Council for a reasonable time beyond sixty (60) days, as may be required to evaluate bids, or for such other purposes as the Council may determine. The “lowest responsive bidder” is defined as follows:
1. Bid offered.
 2. The ability of the product offered to provide the quality, fitness and capacity for the required usage.
 3. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
 4. The character, integrity, reputation, judgment, experience, and efficiency of the bidder, particularly with reference to past purchases by the City.
 5. Whether the bidder can perform the contract and/or deliver the materials, supplies, and services within the time required.

6. The quality of performance and/or quality of products provided in previous contracts or services.
 7. Other information secured and having bearing on the decision to award the contract.
 8. Continuity of service.
- D. The City of Yuba City reserves the right: (1) to reject any or all bids or any part thereof and (2) to waive any informality and/or negotiate minor deviations to the bid, with the successful firm. The City of Yuba City's decision shall be final.
- E. In all purchases by the City of Yuba City, availability and accessibility of warranty service and service after warranty will be considered in determining the awarded bidder.
- F. If a contract shall be entered into by the bidder and the City of Yuba City, such contract shall not be assignable by the bidder in whole or in part without the written consent of the City of Yuba City.
- G. Acceptance of equipment shall be made upon the City of Yuba City's complete satisfaction.

7. CHANGES IN PURCHASING ORDER/CONTRACT

- A. No changes may be made in the purchase order/contract without written authorization of the City of Yuba City Purchasing Agent.
- B. Materials must be properly packaged and marked with the purchase order number. Damaged materials will not be accepted.
- C. Quantities specified in the order are not to be exceeded without written authorization from the City of Yuba City Purchasing Agent.

8. DELIVERY REQUIREMENTS

- A. Delivery of all equipment on this order shall be completed within the number of days bid. Any units not delivered within this time frame may be canceled from the purchase order or, at the City of Yuba City's option, an extension may be granted, whichever is in the City of Yuba City's best interest.
 1. If the purchase is canceled for non-delivery, the needed equipment may be purchased elsewhere and the contractor may be charged full increase, if any, in cost and handling.
- B. **STATEMENT OF INTENT:** It is the intent of City of Yuba City that equipment is delivered in full compliance with the specification.

- C. **ACCEPTANCE INSPECTION:** All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. The contractor will be notified within this time frame if the unit delivered is not in full compliance with the purchase order specification.

9. CONFLICT OF INTEREST

- A. Bidder warrants and covenants that no official or employee of the City of Yuba City, nor any business entity which an official of the City of Yuba City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, or purchase order, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City of Yuba City.
- B. The relationship of the Contractor to the City will be that of an independent contractor and not as an officer, employee or agent of the City.

10. FORCE MAJEURE

- A. In the event of emergencies or natural disasters such as fire, flood, blizzard, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the parties to this agreement which will delay or interfere with the use or delivery of the products described in this bid, deliveries under said agreement may, at the option of either party, be suspended during the period required to remove the cause or repair the damage.
- B. The City of Yuba City reserves the right to acquire from other sources any products necessary for the proper operation of its business during any suspension of agreement pursuant to circumstances outlined above.

11. NON-DISCRIMINATION

- A. The Contractor shall be responsible to see that there is no harassment, discrimination, or retaliation against any employee who is employed in the work covered by the Contract or any applicant for employment because of sex, race, religion, color, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability and that this Contract provision shall include but not be limited to, the following: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- B. It is the policy of the City of Yuba City that, in accordance with the provisions of State and Federal Law concerning the use of State or Federal Funds, no otherwise qualified individual shall, solely by reason of his or her race, color, religion, sex, national origin, age, marital status, ancestry, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), citizenship status, uniformed service member status, pregnancy, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability be denied the benefits of or be subjected to discrimination, harassment, or retaliation under any program, activity or hiring practice.

12. OTHER AGENCY “PIGGY-BACK” PROCUREMENTS

- A. Other municipalities, fire districts, or public agencies may be interested in participating in this bid. Such “piggy-back” awards will be made independently by each agency, and the City is not an agent, partner or representative of these agencies and is not obligated or liable for any action of debts that may arise out of such independently negotiated “piggy-back” procurements. The bid proposal form includes a space for the vendor to indicate their willingness to allow other agencies the opportunity to “piggy-back”.

13. ADDENDUMS

- A. The bidder is responsible for checking the City’s website or calling the Finance Department at 530-822-4645 for addendum(s). Addendum(s) may be posted up to 72 (seventy-two) hours prior to the bid opening. The bidder is responsible for incorporating all addendum(s) into the original bid package. The bid proposal form has an area to indicate if addendum(s) released by the City were incorporated into the bid proposal form by the bidder. If the bidder does not acknowledge the addendum(s), the City reserves the right to reject the bid.

14. BUSINESS LICENSES

- A. All businesses doing work in the City of Yuba City should verify with the Finance Department if they are required to be registered for and pay the Yuba City Business Tax(es) and/or License. The Contractor and/or subcontractor(s) who is/are awarded the bid shall pay all costs necessary to obtain these licenses and/or tax(es) and maintain them in full force and effect during the term of this Contract. Additional information and business licenses can be obtained by calling (530) 822-4619 or stopping by City Hall at 1201 Civic Center Blvd.

15. VEHICLE EQUIPMENT REQUIREMENTS

- A. Equipment is to meet all State of California Safety Codes.
- B. Equipment is to conform to the State of California Emission Controls.
- C. Dealer will furnish application for license exemption.
- D. The original dealer's "Report of Sale" shall be furnished by all California licensed dealers at the time of delivery of each unit or units covered by these specifications.
- E. The "Manufacturer's Statement of Origin" and original "Bill of Sale" on the vendor's letterhead may be supplied for each unit in lieu of a dealer's Report of Sale, if the supplier is not a registered California dealer.
- F. A weight certification for registration purposes must be supplied at the time of delivery of the vehicle/vehicles.
- G. Equipment shall be completely assembled and adjusted, and all equipment including standard and supplemental equipment shall be installed and the unit made ready for continuous operation.
- H. All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- I. Equipment provided shall meet or exceed all Federal and State of California safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.
- J. All DMV paperwork shall be completed by Dealership. The City will not be responsible for completion of any DMV paperwork.

PART II SPECIFICATIONS

Five (5) 2022 or newer Chevrolet Tahoe 2WD Police Pursuit Vehicles

Note: all specifications are minimum

All vehicles are to be new 2022 or newer models that meet all State of California emission standards. No shopworn, used, or demonstrator equipment is to be offered. Manufacturer's standard warranty is to be provided.

Exceptions shall be stated and described in detail on the Exception page contained within this bid package. When describing the exception, please indicate which section or code is being referred to. Failure to describe the exception may be cause for rejection of bid. Exceptions may or may not be accepted by the City.

Each vehicle must come with drive ability and diagnostics manuals (power train controls and emissions diagnostics), power train/drive train manuals (workshop) and electrical and vacuum (wiring and diagram) troubleshooting manuals, CD (preferred), or online.

General

All equipment cataloged as standard is to be furnished with this vehicle whether or not it is listed in the specifications below. The manufacturer's regular new vehicle warranty shall be furnished.

Extended Warranty—Provide separate paperwork marked extended warranty.

Note: Add two additional key fobs per vehicle in addition to the 6E2 common key/fob.

The below requirements are for the five (5) vehicles.

Required Components:

<u>Code</u>	<u>Description</u>
Model CC10706	
	2WD Police Pursuit Vehicle with 1FL Safety Package
9C1	SEO Police package
GBA	Black. Driver side and passenger side (Front and rear) doors painted GM white below the windows. Roof and Rear tailgate need to be black
AZ3 and option 5Y1	40/40 cloth front seats (center delete)
HIT	Black cloth
JF4	Adjustable pedals
6E2	Common key Fleet Key/Fob

UTQ	Content Theft Alarm Disable
9G8	Delete day time running lights
YF5	California emissions
R9Y	service credit

6C7	Aux dome light
T53	Liftgate Warning Lamps
6N6	Rear door locks and handles inoperative
6N5	Rear door window switches inoperative
6J7	flasher system headlamps and tail lamps
7X2	left and right spot lights
6J3	wiring, grill lamps and siren
6J4	wiring, horn siren circuit
WX7	aux speaker wiring
UT7	ground studs

Codes 6C7 through UT7- all must be done at the factory not after market

Code GBA- vehicle comes from factory all black, vendor must specify name of paint shop to complete the painting of doors. This vendor must be approved by city prior to painting of vehicle.

General

All equipment cataloged as standard is to be furnished with these five (5) vehicles whether or not it is listed in the specifications above. The manufacturer's regular new vehicle warranty shall be furnished.

**CITY OF YUBA CITY
INVITATION FOR BID
NO. FB22-07
BID PROPOSAL FORM**

For: Five (5) Chevrolet Tahoe 2WD Police Package Vehicles

To: Buyer

*NAME OF BIDDER: _____

*ADDRESS: _____

*FEDERAL TAX I.D. NO.: _____

TELEPHONE: _____

Addendums considered _____
(initial and indicate addendum number)

Addendums NOT considered _____
(initial and indicate addendum number)

Bid Item Available for Other Agency "Piggy-Back" Procurement:
Yes _____ No _____

*If awarded bid this name and address will be used for payment. No exceptions.

In accordance with the Invitation to Bid, Conditions and Specifications, the undersigned declares that the equipment offered is in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above named business.

DESCRIPTION OF VEHICLES

Amount of One (1) Chevrolet Tahoe 2WD Police Pursuit vehicle

\$ _____

Sales Tax

\$ _____

Tire Fee

\$ _____

Total

\$ _____

Multiply by 5

Total of Five (5) vehicles

\$ _____

(Total written in words)

Extended Warranty for one (1)

Description

\$ _____

Specify paint shop to be used _____

It is hereby understood that the above bid reflects the total cost of the vehicles and all accessories detailed in the Specifications.

Delivery _____ days ARO

Signature _____

Printed Name _____ Title _____

Exceptions

List all exceptions below in accordance with the instructions on page 9.
