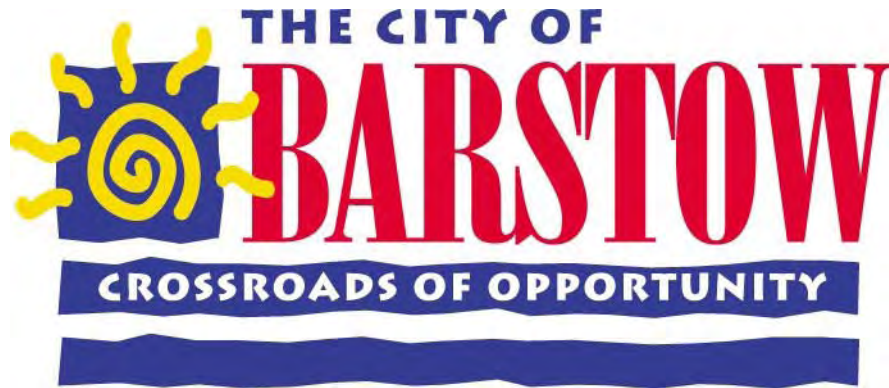


CITY of BARSTOW



INVITATION TO BID

FOR

Traffic Control Vehicle "Cone Truck"

BID NUMBER: 2011-03

DUE BEFORE: 2:00 PM March 11, 2011

City of Barstow

PURCHASING DIVISION

220 E. Mountain View Avenue
 Barstow, CA 92311
 (760) 256-3531

BID FORM

BID NUMBER: 2011-03

| ITEM | QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | | EXTENSION | |
|------|----------|-----------------|--|------------|--|-----------|--|
| 1. | 1 | Each | 2011 F450 4x2 Regular Chassis Cab, XL 189" WB Chassis Cab 6.8 EFI V-10 Engine 5 Speed Automatic Transmission Standard Equipment: Exterior: <ul style="list-style-type: none"> • Fixed interval wipers • Front tow hooks • Roof clearance lights • Black Grill/Bumpers Interior: <ul style="list-style-type: none"> • Air conditioning-Manual • AM/FM Stereo w/clock • Black vinyl floor covering • Day-night rear view mirror • Upfitter switches • Vinyl sun visors Functional: <ul style="list-style-type: none"> • 7-wire Trailer wiring harness • 40 gal. AFT axle fuel tank • Auxiliary power point • Manual telescope TT Mirrors • Manual Window & Door locks • Mono beam coil spring front suspension • Stabilizer bar, Front/Rear Safety/Security: <ul style="list-style-type: none"> • 4-wheel antilock brake system • Driver/Passenger air bags Warranty: <ul style="list-style-type: none"> • 3 Yr/36,000 Bumper / Bumper • 5 Yr/60,000 Powertrain • 5 Yr/60,000 Roadside Assistance | | | | |
| 1 | 1 | Each | Cone Truck Body (Attached specification must be filled out completely and submitted along with this bid form) | | | | |

CONTINUED ON NEXT PAGE

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| | | | | | |

THE FOLLOWING INFORMATION MUST BE FILLED IN

| | | | | |
|-----|----------------|-----------------------------|-----------------------------|---------------|
| FOB | SHIPPING POINT | PROPOSED METHOD OF SHIPMENT | NUMBER OF DAYS FOR DELIVERY | PAYMENT TERMS |
|-----|----------------|-----------------------------|-----------------------------|---------------|

To the City Council of the City of Barstow:

Pursuant to and in compliance with the Notice Inviting Sealed Bids, the undersigned bidder hereby proposes and agrees to provide MOTOR VEHICLES, in accordance with the bid specifications, instructions, and conditions, in the time, form, and manner provided by law at the bid price herein.

Bids must be signed by a responsible authorized officer or employee. Unsigned bids will be rejected. Each sheet, where specified, must be signed or initialed by person submitting bid.

The names of all persons, firms and corporations interested in the foregoing proposal as principals are as follows:

The undersigned is/are prepared to satisfy the City Council of the City of Barstow of their ability, financial or otherwise, to provide the items listed above in accordance with the specifications set forth in the bid.

| | | |
|--|------------------------|------|
| SIGNATURE OF AUTHORIZED REPRESENTATIVE | PRINTED NAME OF SIGNER | DATE |
|--|------------------------|------|

Vendor _____

Address _____

City, State, Zip: _____

Telephone: _____

Fax: _____

Tax I.D. Number: _____

GENERAL CONDITIONS

1. GENERAL INFORMATION - The Purchasing Agent of the City of Barstow, California, will receive at his/her office at City Hall, 220 E. Mountain View Avenue before 2:00 pm on Friday, March 11, 2011, bid responses for City of Barstow Bid No 2011-01 . Bids shall be submitted on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms will be available and may be downloaded from the website at www.barstowca.org or secured at the office of the Purchasing Agent/Finance Director. Bids submitted on paper shall be written in ink or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.

2. FORM OF BID - Bids shall be submitted on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs or a letter. Letters repeating prices and details from the City's specifications must be omitted.

3. INTERPRETATION OF BIDS - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder may submit to the Purchasing Agent/Finance Director a written request for an interpretation thereof prior to the bid opening. The deadline for submission of a request for interpretation is before 5:00 p.m. February 25, 2011. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

4. ADDENDA - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract.

5. BID DELIVERY - Bids shall be delivered to the Purchasing Agent/Finance Director of the City of Barstow before the day and hour set for the opening of bids in the published NOTICE TO BIDDERS. Each bid shall be submitted electronically or enclosed in a separate sealed envelope bearing the description of the bid call, the bid number, the name of the bidder, and the date and hour of the bid opening. A bidder may withdraw his bid, either online, personally or by written request, at any time prior to the scheduled time for opening of bids.

6. LATE BIDS - Any bids received after the scheduled time of opening will be clocked in and returned unopened to the bidder.

7. NO BID - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise vendor's name will be removed from the bidders list.

8. AWARD OR REJECTION - The bid will be awarded to the lowest responsible bidder. The City, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to award. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders.

9. TERMS AND CONDITIONS - The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.

10. ALTERNATES - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form. If alternates are bid, literature must be submitted with bid in order for alternate to be considered. All items on which bids are submitted must in all cases be equal or better in quality and utility to those specified by the City. Determination of the acceptability of any product offered shall be solely at the discretion of the City of Barstow.

11. PAYMENT TERMS - Must be indicated by filling in blanks in upper right corner of bid form. Cash discounts of less than 20 days will be considered net.

12. FOB POINT - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.

13. BRAND NAMES - The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration. Notwithstanding the foregoing, the City may impose additional restrictions in the Specifications section of these documents.

14. TAX - No bid shall include federal excise tax, inasmuch as the City is exempt and will furnish exemption certificates upon request. Bids shall not include state sales or use tax. The City will pay applicable state sales or use taxes.

15. SAMPLES - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense.

16. INSPECTION - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.

17. ASSIGNMENT - No assignment by the contractor of any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

18. WARRANTY - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid.

19. TIMELY DELIVERY - Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

20. DAMAGES - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract.

21. PUBLIC AGENCY RIGHTS - This bid is being conducted in accordance with the Municipal Code of the City of Barstow and the Public Contracts Code of the State of California. It is the intent of the City that this bid shall qualify for public agency use in accordance with California Government Code

Sections 6500-6512.

It is intended that any other public agency (i.e., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the State of California shall have an option to participate in any award made as a result of this solicitation. The City of Barstow shall incur no financial responsibility in connection with orders issued by another public agency. The public agency shall accept sole responsibility for placing orders or making payments to the vendor.

22. TERMINATION FOR DEFAULT - The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. TERMINATION FOR CONVENIENCE - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

24. FISCAL YEAR - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

25. GOVERNING LAW - This contract shall be construed and interpreted according to the laws of the State of California.

Questions relating to this bid should be directed to the Purchasing Agent/Finance Director, City of Barstow, 220 E. Mountain View Avenue, Barstow, CA 92311, Phone: (760)256-3531, Fax: (760)256-1528

SPECIAL CONDITIONS

NOTE: In the event that anything in these Special Conditions is in conflict with a requirement of the General Conditions, the Special Condition shall supersede.

CITY OF BARSTOW BID CONDITIONS FOR MOTOR VEHICLES – The following conditions apply to all purchases of motor vehicles. All vehicles shall be new (unused), current model year production. Vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature.

Each vehicle shall include three (3) sets of keys to vehicle, which shall be provided at the time of delivery.

Shop service manual and wiring diagrams (when required) may be furnished on CD in lieu of paper edition. Manuals shall be delivered with the vehicle. Due to manufacturer's changes in designs, any parts book which is published more than six (6) months prior to unit production will require prior approval of the Fleet Manager.

The manufacturer's regular new vehicle warranty shall apply to all vehicles purchased under this bid. The warranty shall be factory authorized and shall cover not less than 3 years/36,000 miles, bumper to bumper, no charge for parts and labor.

Selling dealer shall register the vehicle as directed by the City. The City is exempt from registration fees, and shall provide a signed application for exempt registration.

NOTICE INVITING SEALED BIDS

The City of Barstow is inviting Sealed Bids for the provision of the following:

Traffic Control Vehicle “Cone Truck”

Information regarding bid forms and other matters pertaining to same may be obtained from the City website at www.barstowca.org or from the Finance Department, Purchasing Division, 220 E. Mountain View Avenue, Barstow, California. All bids shall be delivered to the Purchasing Division of the City of Barstow at the above address, or submitted electronically via our website, before 2:00 p.m., March 11, 2011. The City reserves the right to reject any and all proposals or bids, should it deem this necessary for the public good, and also the bid of any bidder who has been delinquent or unfaithful in any former contract with the City of Barstow.

/s/ Terri A. Willoughby
Terri A. Willoughby
Purchasing Agent/Finance Director

Dated: February 14, 2011

**SPECIFICATIONS FOR:
TRAFFIC CONTROL VEHICLE “CONE TRUCK”**

This service body shall be to the manufacturer’s standard. It shall be equipped with the manufacturer’s equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

If it is necessary to bid alternate equipment, this must be so stated in your bid. For each item, please circle either Yes or No to signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this, be sure your description references the appropriate question number.

INTENT

**COMPLY
Yes / No**

This specification covers a new traffic cone setting body. The unit will be used to place traffic cones onto the roadway from a personnel bucket(s). The unit will have two seated personnel buckets from which cones will be place onto the roadway or retrieved from the roadway. The cones will be stored on a live floor arraignment that will be controlled by the personnel in the bucket.

The following specification is based upon a new TRAF-tech, MCT-14 Cone Truck Body (Caltrans style) mounted on a Ford F450 Chassis. The City of Barstow has evaluated different types of service body’s and has determined that this product is well suited and equipped for the City of Barstow’s needs in safety, quality, performance, and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all aerial device bid will be compared

In comparing proposals, consideration will not be confined to price only. Contract will be awarded for the product which best serves the interests of the city when cost, product, safety, quality and delivery are considered. The City reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements.

EQUIVALENT PRODUCT

COMPLY
Yes / No

Bids will be accepted for consideration on any make or model that is equal or superior to the service body specified. Decisions of equivalency will be at the sole interpretation of the City of Barstow. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

INTERPRETATIONS

COMPLY
Yes / No

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the City Clerk. Based upon such inquiry, the City of Barstow may choose to issue an Addendum.

GENERAL

COMPLY
Yes / No

The specification herein states the minimum requirements of the City of Barstow. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City of Barstow to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES/NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

Regulations: The unit furnished to meet these specifications, including all equipment and accessories, will comply with all current regulations of (1) California Vehicle Codes; (2) Cal-Osha standards as applicable and any other legal requirements that may apply.

COMPLY
Yes / No

Responsibility: Vendor will be responsible for body equipment with all applicable codes, regulations, laws, etc., governing such equipment at the time of delivery. Acceptance of such equipment by the City will not relieve Vendor of the responsibility of items that do not meet such requirements. Should any of these specifications conflict with any code, regulation, law, etc., the Vendor will notify the City before manufacturing starts. Vendor will not be held responsible for changes required by codes, laws, regulations, etc., to equipment after the time of delivery.

COMPLY
Yes / No

Switches and Indicator Lights: All switches and indicator lights inside the cab will be within easy reach and view of the operator. Lights will not be concealed, mounted or positioned in such a way that the operator while seated is not able to determine if a light is illuminated.

COMPLY
Yes / No

Labels: All controls (levers, pedals, push buttons, switches, etc.) and indicator lamps will be clearly labeled as to function and direction of operation. Unless otherwise specified herein, all labeling will be permanent placard type nameplates. Labels will be engraved metal or engraved laminated plastic and will not utilize glues or press-on attachments. Hand engraving is not acceptable. Factory embossed knobs or handles are acceptable.

COMPLY
Yes / No

Delivery: Equipment will be delivered with standard operating and maintenance manuals.

COMPLY
Yes / No

Warranty and other requirements: The regular manufacturer's warranty will be furnished for each unit.

COMPLY
Yes / No

1. Minimum of one (1) years parts and labor commencing from the date of acceptance.
2. If any component standard warranty exceeds one (1) year, that standard warranty will supersede the minimum requirement sin these specifications.
3. Vendor will be responsible for any transportation and associated costs from the City/County facility to the designated warranty repair facility and return to the City/County facility throughout the entire warranty period.
4. Warranty will start upon the acceptance of the completed unit by county.
5. In the event that a unit should become disabled in an area covered by warranty and Vendor does not affect repairs within a seventy-two (72) hour period, not including weekends, the warranty period will be extended equal to the time the vehicle is disabled.

COMPLY
Yes / No

Construction: The apparent silence of this specification as to any detail, or the omission from it of a detailed description concerning any point, will be regarded as meaning that only the best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. Corners to be rounded, edges and surfaces will be free of sharp edges and burrs. City/County personnel frequently service and maintain the equipment and will not at anytime be exposed to injury from unfinished parts. Body and all components will allow for full movement of tires and suspension without rubbing, interfering or limiting in any way.

Features:

COMPLY
Yes / No

Service Body:

- The body will be of steel construction, 100% welded (except for areas that require service or adjustments).
- Capable of handling 100- 28", 10 lbs. traffic cones in the storage area.
- The storage area will be two lanes of cones supported by conveyor belting.
- The mechanics of the belts will minimize maintenance by use of plastic belt pulleys, stainless steel shafts and collars, and stainless steel or zinc coated grade eight fasteners.
- Behind the rear wheels shall be underbody boxes 36" x 18" x 18" (1 each side). One has the pump located inside.
- Above the wheel well and the underbody box shall be a set of 2 slat solid removal stake gates (total of 10" high) to go around and meet the sidewall of the cone lanes to provide a enclosed storage area. Stake gate are to be natural wood finish coated with linseed oil. (1 each side)
- All stainless steel or grade 8 fasteners and shafts.
- The body will have finished with gloss white powder coat and include a primer coat. Total finish thickness will be 3.5 mil minimum. The personnel buckets will have a textured anti-slip finish on the floor of the bucket.
- The unit will include two 1/4" steel personnel buckets with reversible waterproof seats. Each seat will include seat belts and be of high back design.
- Each personnel bucket shall include two sets of foot control pedals controlling the cone conveyor in both directions: to the rear: to the front. Each seat position will include the seat control pedals.
- An Emergency Stop button will be located between both personnel buckets, within easy reach of the personnel. There will also be an Emergency Stop

button located in the cab within easy reach of the personnel.

- The unit will have a 12v-dc electric over hydraulic floor drive system of capacity to move a full load of cones.
- The use of “Scotch lock” or equivalent wiring harness connectors is not acceptable. Any necessary wire splices and/or butt connections will be soldered with shrink tube, or finished using heat shrink but connectors or butt connectors with shrink tube.
- All markers turn and brake lighting to be LED style.
- Amber rotating lights to be mounted on the head board with one working mounted at each side of the headboard to be able to light the inside of the service bead or the outside of the body. Work light to be wired to the ignition switch and all wiring of lights to run inside the headboard frame work.
- Amber rotation lights:
 - Make: National Signal
 - Model #: 1922-25 with power actuator
- Two surface mounted amber LED warning light to be installed on the rear rail of the flatbed (one on each side) with alternating flasher and wired to work with the light bar.
- Back up alarm
- Class III receiver hitch to be provided with a 6 prong trailer connector.
- Grommets will be used where loom, wires, air or hydraulic lines pass through compartments, frame members, bulkheads or any other material that may abrade loom or lines.
- Any wiring, loom, air or hydraulic lines penetration of a weather resistant or proof toolbox, cabinet, or compartment will be sealed to avoid water intrusion.
- All wiring, internal and external, will be enclosed in loom and properly secured and routed in a professional manner. Electrical tape is not permitted in wrapping wiring or connections or as a loom or line support.

MISCELLANEOUS

COMPLY
Yes / No

- Supply copy of manufacturer’s warranty with bid
- Provide two operating manuals.
- Vendor to state number of years in business as a manufacture of vehicle service bodies. _____

Completed unit is to be delivered to the following address, cleaned and ready to place in service:

CHASSIS

2011 Ford F450 Regular Cab and Chassis, single rear axle
*see vehicle profile above.

USE OF OTHER NAMES AND REFERENCES:

Unless otherwise stated, the use of manufacturer's name and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

BROCHURES AND LITERATURE:

Your proposal must be accompanied by descriptive literature (marked), indicating the exact items to be furnished. The term "as specified" will not be acceptable.