

CITY OF ATWATER
CALL FOR BIDS:

**TWO (2) NEW 2020 FORD FUSION
PLUG-IN HYBRID ELECTRIC VEHICLES**

BID CALL NO. 687-20

Notice is hereby given that sealed bids will be received at Atwater City Hall until **2:00 PM** local time, on **Thursday, March 26, 2020** at which time they will be publicly opened in the City Council Chambers located at 750 Bellevue Road, Atwater, California and read for the furnishing and delivering of Two (2) New 2020 Ford Fusion plug-in hybrid electric vehicles. Please carefully read and follow the instructions. **Bids shall be presented under sealed cover. Clearly marked "Two (2) New 2020 Ford Fusion Plug-in Hybrid Electric Vehicles, Bid Call No. 687-20" and bid submittal deadline date on the outside and mailed or delivered to:**

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

Contact: Michael Salvador, Chief of Police
Phone: 209-357-6298
Fax: 209-358-5256
[E-Mail: msalvador@atwater.org](mailto:msalvador@atwater.org)

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

BID SUBMITTAL DEADLINE; 2:00 P.M., THURSDAY, March 26, 2020
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BIDS WILL BE CONSIDERED LATE WHEN THE CITY CLERK'S OFFICIAL TIME CLOCK READS 2:00 P.M.

By order of the City Council of the City of Atwater, State of California on February 24, 2020

/s/ Lucy Armstrong

LUCY ARMSTRONG
City Clerk

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**SECTION 1
TECHNICAL SPECIFICATIONS**

PURCHASE OF TWO (2) NEW FORD FUSION PLUG-IN HYBRID ELECTRIC VEHICLES

The City of Atwater received a grant from the San Joaquin Valley Air Pollution Control district for the purchase of two (2) new 2020 Ford Fusion Energi plug-in hybrid electric vehicles.

The following specifications will be considered as minimum. The vehicles shall be of new, current Manufacture, model year 2020. The units shall be delivered completely assembled, serviced and ready to operate.

Bidder shall initial in the space provided for Minimum Specifications and Options to indicate that the bidder has read that item and can supply the item required. Do not initial the item if you are unable to supply the item as required. If unable to supply an item, indicate in writing the alternates that you can supply. The total proposed price on the proposal page must INCLUDE all the specifications and options that are initialed or offered by the bidder.

Specifications:

Bidders Initials

Vehicle Type

1) _____ Base Vehicle POS Base Vehicle Price (POS)

Packages

2) _____ 850A Equipment Group 850A

Includes:

- Engine: 2.0L iVCT Atkinson Cycle I-4 Hybrid
- Transmission: eCVT
- Tires: P225/50R17

- Wheels: 17" Sparkle Silver Painted Aluminum

- Leather-Trimmed Heated/Cooled Sport Bucket Seats

Includes 10-way power front seats (fore/aft, up/down, tilt, recline, 2-way power lumbar) with

memory settings and 4-way front seat head restraints.

- Radio: AM/FM Stereo w/CD

Includes (2) driver configurable 4.2" LCD displays, Sony premium sound system with 12 speakers,

HD Radio and SiriusXM radio with a 6-month prepaid subscription.

- SYNC 3 Communications & Entertainment System

Includes enhanced voice recognition, 8" center LCD capacitive touchscreen with swipe capability,

AppLink, 911 Assist, Apple CarPlay, Android Auto and 2 smart charging USB ports.

- Voice-Activated Touchscreen Navigation System

Includes pinch-to-zoom capability, SiriusXM Traffic and Travel Link with

5-year prepaid
subscription.

POWERTRAIN

6) _____ 99U Engine: 2.0L iVCT Atkinson Cycle I-4 Hybrid

TRANSMISSION

7) _____ 44J Transmission: eCVT.

WHEELS / TIRES

8) _____ STDTR Tires: P225/50R17 ISTDWL Wheels: 17" Sparkle Silver Painted
Aluminum

SEATS & SEAT TRIM

9) _____ K Leather-Trimmed Heated/Cooled Sport Bucket Seats

ACCEPTABLE VEHICLE COLORS

10) _____ Oxford white, Magnetic, Iconic Silver, Black

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

- 1) Three-year extended warranty
- 2) Model Year 2020 (preference will be granted to vehicles that are available for immediate delivery)

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

**SECTION 2
INVITATION FOR BID CALENDAR AND CHECKLIST**

1. Calendar

- | | |
|---|-------------------|
| a. Availability of Invitation for Bid | February 25, 2020 |
| b. Submittal of Questions / Corrections | March 10, 2020 |
| c. Closing Date for Invitation for Bid | March 26, 2020 |

2. Submittal Checklist

a. Signature Sheet	Attachment A	Section 3.1.a
b. Bid Cost Sheet	Attachment B	Section 3.1.a
c. Reference List	Attachment C	Section 3.4
d. Subcontractor List	Attachment D	Section 4.17
e. Federal Clauses	Attachments E - J	

SECTION 3 INSTRUCTIONS FOR SUBMITTING BIDS

1. Bid Submittal

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

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

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

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

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

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

- d. All bids shall remain firm for at least ninety (90) calendar days after Bid Submittal Deadline unless otherwise specified. Within ninety (90) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the City to the lowest responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the bidder objects to such extension in writing with their bid.

- e. All prices shall be bid F.O.B. DESTINATION only.
- f. Delivery dates of all items/services shall be specified on the bid.
- g. Mistakes must be corrected, and the correction inserted; correction must be initialed in blue ink by the person signing the bid.
- h. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be relieved of its bid without the consent of the City, nor shall any change in the bid be made because of a mistake. The City may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the City in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the City that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.
- i. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

2. Interpretation, Corrections and Addenda

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

Deadline for submission of questions: **March 10, 2020**

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

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

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

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

3. **Bid Submittal Deadline**

The bid must be received by the City of Atwater no later than **2:00PM, local time on Thursday, March 24, 2020**. **BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

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

4. **References**

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

**SECTION 4
GENERAL TERMS AND CONDITIONS**

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

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

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

2. **Bonding Requirements**

NO BOND WILL BE REQUIRED

3. **Condition of Equipment Bid**

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

4. **Brand Names**

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

5. Payments, Invoicing and W-9 Certification Form

Payment will be made within 30 days of delivery and acceptance of the equipment. Invoices shall be submitted for each billing. Invoice shall be mailed or delivered to the City of Atwater whose name and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this bid.

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

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

6. Delivery Hours

Any necessary delivery will be accepted from 9:00 a.m. to 3:00 PM, Monday through Friday. If needed, the bidder shall state the approximate delivery date.

7. Damage of Items

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

8. Alternate Bids

Alternate bids cannot be considered due to the guidelines of the grant award.

9. Cash Discount

N/A

10. Pricing

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

11. Risk of Loss

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

12. Prior to Shipment

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually

comprise the Piece-of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its interest may appear.

13. F.O.B. Point

If necessary, F.O.B. Destination to include inside delivery to:

**CITY OF ATWATER
POLICE DEPARTMENT
750 BELLEVUE ROAD
ATWATER, CA 95301**

14. Examination of Bid Documents

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

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

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

15. Request for Changes

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

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

16. Insurance

Commercial General Liability

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policy shall be endorsed using ISO form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

Business Automobile Liability

Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

17. Qualification of Bidder

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

18. Subcontracting

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

19. Default

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

20. Cancellation of Purchase Order and/or Contract

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

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

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

21. Rejection of Bid

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

22. Nondiscrimination

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

23. Non-discrimination of the Disabled

The City will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates based on handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The City is

committed to provide access to all City services, programs, and meetings open to the public for people with disabilities.

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

24. Governing Law and Venue

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

25. Taxes

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

26. Samples

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

27. Liabilities

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

28. Warranty, Manufacturer

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

29. Warranty, Successful Bidder

Successful bidder shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality, for a period of not less than **one (1) year** from date of the final acceptance by the City. While under warranty, successful

bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.

SECTION 5 AWARD OF BID

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

1. Lowest Responsive Bidder

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

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

2. Lowest Responsible Bidder

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

3. Award

The City reserves the right to:

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

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

4. Notice of Intent to Award

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

5. Debriefing

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

6. Protest

The protest process is made available if an unsuccessful Bidder cannot reach agreement with the City after undergoing the debriefing process described herein above. Should an unsuccessful Bidder request a debriefing, and believes its submittal to be the most responsive to the City's Invitation for Bid and that the City has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

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

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

City of Atwater
Attn: City Clerk
750 Bellevue Road
Atwater, Ca 95301

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

7. Protest Procedures

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

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

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

ATTACHMENT A
SIGNATURE SHEET

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

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID
ATTACHMENT B
BID SHEET**

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

Item No.	Qty	Description	Price
1.	2	FORD FUSION ENERGI TITANIUM	
2	2	TAXES AND APPLICABLE FEES	
TOTAL			\$
DATE		SIGNATURE:	

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

