

TRUCKEE TAHOE AIRPORT DISTRICT  
TRUCKEE, CALIFORNIA

SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS

FOR

**5,000 GALLON JET REFUELER TRUCK**

**BID OPENING: JANUARY 13, 2016 @ 2:00 p.m.**

PREPARED BY:  
ACUMEN ENGINEERING  
PO BOX 3497  
TRUCKEE, CALIFORNIA 96160

## INVITATION FOR BIDS

SEALED PROPOSALS must be delivered to the Truckee Tahoe Airport District General Manager, 10356 Truckee Airport Road, Truckee, California 96161, clearly marked "**SEALED BID – TRUCKEE TAHOE AIRPORT, 5,000 GALLON JET REFUELER TRUCK**", until 2:00 p.m. local time on January 13, 2016, at which time and place they will be opened and publicly read aloud. These proposals shall be for furnishing all labor, material, tax, transportation, equipment, and services necessary for the manufacture and delivery of a 5,000 Gallon Jet Refueler Truck at Truckee Tahoe Airport, Truckee, California.

Specifications and other contract documents may be examined at the Truckee Tahoe Airport District, 10356 Truckee Airport Road, Truckee, California 96161, Telephone (530) 587-4119. Further information and Instructions for Bidders may be obtained from the Truckee Tahoe Airport District, Operations and Maintenance Department. Any questions regarding the materials contained in the Contract Documents should be directed to the District Engineer, Acumen Engineering, at PO Box 3497, Truckee, California, 96160, Telephone (530) 550-8068, Fax (530) 550-8069, [bquesnel@ttd.com](mailto:bquesnel@ttd.com)

The total number of days allowed to complete all work, including delivery of the equipment to the District shall be 180 calendar days. The days shall be counted from the day of the written Notice to Proceed issued by the Owner.

Each bidder must supply all the information required by the bid documents and specifications.

Final payment shall be made to the Supplier within forty-five (45) days of delivery and acceptance of the vehicle.

The Truckee Tahoe Airport District reserves the right to reject any and/or all bids or to utilize any alternate procedures as authorized by California Public Contracts Code Sections 20166 and 20167, and accept such bids as are to the best interest of the District.

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TRUCKEE TAHOE AIRPORT DISTRICT

Date: November 16, 2015

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## **INSTRUCTIONS TO BIDDERS**

### **Bid Documents**

The bid documents are hereby defined as the following:

- Invitation for Bids
- Instructions-to-Bidders
- General Terms and Conditions
- Technical Specifications
- Proposal Form with attachments
- Form of Contract Agreement
- All authorized addenda issued by the District
- Any document incorporated in whole or in part by reference therein.

The term "Project Documents" as used herein shall be construed as being equivalent to the above defined bid documents.

All documents comprising the Project Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful bidder. Those individual elements of the Project Documents that are bound may not be removed or detached.

Prospective bidders may obtain a copy of the project bid documents from the designated office identified within the Notice Inviting Bids.

### **Bidder Representations**

By submittal of a bid proposal, the BIDDER represents the following:

- The Bidder has read and thoroughly examined all project documents
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of the project.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the District that would affect cost, progress or performance of the work.
- The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the manufacture and delivery of the vehicle.
- The Bidder has complied with all requirements of these instructions and the associated project documents.
- The Bidder is authorized by the manufacturer(s) of the vehicle and equipment to submit a proposal and supply the completed vehicle.

### **Modifications to Project Documents**

Modifications to the project documents may only be made by written addendum issued by the District. Verbal explanations, interpretations or comments made by the District or District's representative shall not be construed as binding. Addenda will be transmitted to all known official plan holders. Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

### **Errors and Discrepancies in Project Documents**

Should Bidder find an error, discrepancy, ambiguity or omission in the project documents prior to submittal of a proposal, the Bidder is obligated to contact the District with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission.

Corrections or modifications to the project documents will only be made by written addendum as prescribed herein. By submittal of a Bid Proposal, Bidder represents that they have thoroughly reviewed the project documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

### **Clarifications and Interpretations**

A bidder requiring a clarification or interpretation of the project documents shall make a written request to the District or the District's Representative. The District must receive the written request a minimum of seven (7) calendar days prior to the date of the bid opening.

### **Issuance of Proposal Forms**

The District reserves the right to refuse to issue a proposal form to a prospective bidder should the bidder be in default for any of the following reasons:

- a. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the District) at the time the District issues the proposal to a prospective bidder.
- b. Bidder default under previous contracts with the District

### **Form of Proposal**

All bid proposals shall be made on the forms provided herein the bound project documents. No bidder may submit more than one proposal. All proposals are to be written in ink and shall be clearly legible. All blank spaces in the proposal forms shall be legibly completed for each and every bid item. The Bidder shall not qualify any bid item. The Bidder shall initial in ink any erasures and alterations made on the proposal form by the bidder.

The Bidder shall state the price of their bid in U.S. dollars and cents in both written and numeral format. In the event of a discrepancy, the written value will take precedence.

### **Time of Completion and Delivery**

The bidder agrees to complete the manufacture of equipment and deliver the completed refueler truck to the Truckee Tahoe Airport within 180 calendar days after receipt of Notice to Proceed and to pay liquidated damages in the amount of \$500 per day for each calendar day beyond the time allowed that the completed snow plow has not been delivered.

### **Signature of Proposal**

The proposal shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with an ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

- For bids by corporations, an officer of the corporation shall sign the bid, the State of incorporation shall be identified and the corporate seal affixed.
- For bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.
- For bids submitted by a partnership or joint venture, the proposal shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint-venture agreement shall be provided to the District as an attachment to the proposal.

### **Modification or Withdrawal of Bid Proposal**

A Bidder may modify or withdraw their proposal at any point up to the specified time and date identified for receipt of proposals. Any request for bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of proposals will be returned unopened to the sender.

Any modification to a Bidder's proposal, subject to the time constraint noted herein, must be made on the proposal forms contained in the project manual. The Bidder's authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement "Modification to Proposal" shall be legibly marked in the upper left hand corner. Withdrawal of a proposal may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

### **Bidder Qualifications**

Bidder shall submit with their proposal evidence of their ability, skill and experience to provide the equipment specified in the project documents. Evidence of experience shall include a listing of five previous customers in the past three years who were provided similar types of equipment.

### **Exceptions/Deviations**

All exceptions or deviations to the technical specifications shall be identified in the proposal by listing the specification page number, paragraph number and requirement. A justification for the exception or deviation shall be provided under each listing.

### **Bid Opening**

All proposals submitted prior to the stated time and date for receipt of bids will be publicly opened and read aloud by the District or the District's representative. Bidders, their authorized agents, and other interested parties are invited to attend. Proposals submitted after the stated time and date for receipt of bids will be automatically rejected without consideration and will be returned unopened.

### **Evaluation of Proposals**

Proposals may be held by the District for purposes of review and evaluation by the District for a period not to exceed 45 calendar days from the stated date for receipt of bids. The Bidder shall honor their proposal for the duration of this period of review and evaluation.

### **Bid Informalities and Irregularities**

The District reserves the right to waive any informality or irregularity discovered in any proposal, which in the District's judgment best serves the District's interest. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

### **Irregular Proposals**

Proposals meeting the following criteria are subject to consideration as being irregular:

1. If the proposal is on a form other than that furnished by the District or District's representative.
2. If the form furnished by the District or District's representative is altered or detached from the original document.
3. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
4. If the proposal is not accompanied by the bid guarantee specified herein.

### **Disqualification of Bid Proposals**

The District reserves the right to reject any or all bids, as determined to be in the best interest of the District. Causes for rejection of proposals include but are not limited to:

- Submittal of an irregular proposal;
- Submittal of more than one proposal from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Determination by the District that the Bidder has placed unacceptable conditions on or has qualified their proposal;
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- Evidence of collusion among bidders.

### **Cancellation of Award**

At any time prior to execution of a contract agreement, the District reserves the right to cancel the award for any reason without liability to the Bidder.

### **Notice of Award of Contract**

It is the intent of the District, after a period of review and evaluation, to award a contract to the responsible bidder that submits the lowest responsive proposal or in the sole discretion of the District provides the best value to the District.

The successful bidder will be informed their bid has been accepted through the District's issuance of a Notice-of-Award. The Notice-of-Award shall not be construed as a binding agreement. The proper execution of a contract agreement or the issuance of a purchase order shall serve as the binding agreement.

**Contract Agreement**

Within fifteen (15) days of the receipt of the formal contract agreement or issued purchase order, the successful Bidder shall as appropriate execute the contract agreement. Failure to execute the contract agreement within the specified time frame may result in the bid being awarded to the next low bidder.

## GENERAL TERMS AND CONDITIONS

### DEFINITION OF TERMS

**Acceptable Performance:** The ability of a system or product to fully comply with the required Technical Specification and to properly function during its expected economic life in a reliable and other satisfactory manner under actual operating conditions.

**Advertisement:** A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

**Award:** The acceptance, by the District, of the successful bidder's proposal.

**Bidder:** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated. If the Bidder is not the manufacturer of the carrier vehicle, the bidder shall provide proof of authorization by the manufacturer to submit a proposal.

**Calendar Day:** Every day shown on the calendar.

**Contract:** The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; any required insurance certificates; The Specifications; and any addenda issued to bidders.

**Contract Item (Pay Item):** A specific unit of work for which a price is provided in the contract.

**Defect:** Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.

**District:** The term District shall mean the party of the first part or the contracting agency signatory to the contract – Truckee Tahoe Airport District.

**Equipment:** All machinery, together with the necessary components and supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

**Notice-Of-Award:** A written notice of the acceptance of the bid proposal from the District to the successful bidder.

**Project:** The agreed scope of work for acquisition of specific vehicle(s) or equipment as stated in the notice inviting bids.

**Project Documents:** A collective term for documents identified within the definition for bid documents, which together as a whole form the complete and full contract obligation of the contractor.

**Proposal:** The written offer of the bidder (when submitted on the approved proposal form) to furnish the equipment in accordance with the provisions of the specifications.

**Purchase Order:** An order issued by the District for the purchase of goods or services that when accepted by the vendor becomes a binding contract. The requirements established within the project documents as defined herein are a binding obligation of the purchase order as if each element of the project documents is physically attached to the purchase order.

**Related Defect:** Damage inflicted on any component or subsystem as direct result of a separate defect.

**SAE:** Society of Automotive Engineers

**Specifications:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

**Supplier:** The successful bidder shall be referred to as the supplier upon execution of the Contract between the bidder and District.



### **INTENTION OF TERMS**

Whenever, in these specifications the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the District is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the District.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

### **PATENTED MATERIAL, EQUIPMENT AND PROCESSES**

If the Supplier or Manufacturer utilizes any design, device, equipment, material or process that is covered by a patent, trademark or copyright, the Supplier shall indemnify and hold harmless the District and District's representative from any and all claims for infringement by reason of the use of any patented design, device, equipment, material or process or the use of any trademark or copyright.

### **MATERIAL**

All components used in the manufacture and assembly of the specified equipment/vehicle shall be new and of high quality and grade. Re-manufactured parts shall not be utilized.

### **DECALS**

The Supplier shall not affix advertising decals, stickers or other signs to the specified equipment unless specifically required by the contract documents. Vehicle mud flaps, when specified, shall be installed with the blank side facing outward.

### **BRAND NAMES**

Whenever in the specification proprietary names, manufacturers, trade names or catalog numbers are specified, such reference is made for the purpose of defining the minimum performance, quality and other salient characteristics of the desired item. Where "brand names" are specified, the term "or equal" shall be deemed to follow. Such reference is not intended to be restrictive in nature. The Supplier may offer any material, item or process deemed equal with respect to the required minimum characteristics of the specified "brand name". The District reserves the right to make the final determination of equivalency.

### **MANUALS/ DOCUMENTS**

As a minimum, copies of the following documents must be submitted with final delivery of the equipment/vehicle. Submittal of this information is in addition to any other submittal required specified within the technical specifications.

1. Applicable Title documents.
2. A District operator's manual that includes all standard manufacturer/vendor literature.
3. Manufacturer's standard warranties and guaranties
4. Maintenance instructions
5. Vendor Certifications

**WARRANTY**

The Supplier warrants that:

- any defective electrical, mechanical or hydraulic system component of the refueler body, unless specified otherwise, discovered within a twenty-four (24) month period following the date of commencement of use of the equipment for its intended purpose shall be repaired or replaced at no expense to the District.
- any defective electrical, mechanical or hydraulic system component of the fueling system (i.e. valves, nozzles, filters, liquid controls, flow meters and pumps) discovered within a sixty-month (60) month period following the date of commencement of use of the equipment for its intended purpose shall be repaired or replaced at no expense to the District.
- any defective product tank(s) or piping discovered within a sixty-month (60) month period following the date of commencement of use of the equipment for its intended purpose shall be repaired or replaced at no expense to the District.
- any defective truck chassis component, unless specified otherwise, discovered within a twelve (12) month or 12,000 mile (whichever comes first) period following the date of commencement of use of the equipment for its intended purposed shall be repaired or replaced at no expense to the District.
- any defective engine, transmission or drive train truck chassis component discovered within a thirty-six (36) month or 36,000 miles (whichever comes first) period following the date of commencement of use of the equipment for its intended purpose shall be repaired or replaced at no expense to the District.

The warranty for this period shall cover all parts, labor, and shipping costs for the repair and replacement of any defective component. The District agrees to give prompt notice of any discovered defect. The Supplier shall promptly, without undue delay, remedy such defects. The Supplier shall serve as the District’s agent for service under any standard manufacturer warranty.

**SAFETY DATA SHEETS**

The Supplier shall submit applicable Safety Data Sheets (SDS) for all chemical products supplied with the acquired equipment/vehicle.

**PRE-DELIVERY INSPECTION**

The District reserves the right to perform a pre-delivery inspection of the equipment/vehicle at the Manufacturer’s facility. The purpose of the inspection is to verify compliance with critical requirements of the technical specifications. This inspection shall not serve as the final acceptance inspection.

**DELIVERY**

Delivery of the vehicle/equipment shall be made by the date specified in the Notice-to-Proceed. Delivery shall be F.O.B. destination to the address noted herein below. C.O.D deliveries will not be accepted. All vehicles/equipment shall be off loaded at the designated location at supplier’s expense.

*Name of Purchaser:* Truckee Tahoe Airport District  
*Street Address:* 10356 Truckee Airport Road  
*City, State, ZIP* Truckee, California 96161  
*Attn:* Phred Stoner, Director of Operations and Maintenance

**ACCEPTANCE**

Delivery of equipment/vehicle does not constitute acceptance. Acceptance of the furnished equipment/vehicle will be based on combination of submitted manufacturer certifications and acceptance tests conducted at the time of delivery. The Supplier shall provide manufacturer(s) certification for components and systems identified within the technical specifications. The Supplier shall prepare and furnish the District a signed written certification that the components constituting the whole of the equipment being provided comply with the applicable performance, design and construction requirements of the technical specifications.

**ON-SITE ACCEPTANCE TESTING**

At no additional expense to the District, the Supplier shall, upon delivery of the equipment/vehicle, have an authorized representative conduct an operational test of the furnished equipment in the presence of the District personnel. The Supplier shall demonstrate that all features and components are in proper working order and operate as intended by the Technical Specifications. This demonstration is in addition to any other stated acceptance tests within the technical specifications and as required by the District.

**COMPLETENESS**

All equipment/vehicle(s) shall be delivered complete and ready for use. All parts necessary for operation or which are normally furnished as standard equipment shall be furnished whether specified or not. Substitutions or cancellations are not permitted without written approval from the District.

**DEFECTS**

Supplier shall promptly repair any defects and related defects discovered within the warranty period. Unless otherwise approved by the District, work shall commence to correct the defect and related defect within ten (10) calendar days from receipt of notification from the District.

**PAYMENT TERMS**

Unless otherwise specified, the District will make payment in full within forty-five (45) calendar days after final acceptance of the equipment/vehicle.

**ASSIGNMENT**

The rights of each party under this agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties.

# PROPOSAL TO TRUCKEE TAHOE AIRPORT DISTRICT

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## **TRUCKEE TAHOE AIRPORT 5,000 GALLON JET REFUELER TRUCK**

Name of Bidder \_\_\_\_\_

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

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone No: (    ) \_\_\_\_\_ FAX No: (    ) \_\_\_\_\_

The work for which this proposal is submitted is for furnishing a 5,000 Gallon Jet Refueler Truck in accordance with the project specifications described below, including any addenda thereto, and the contract annexed hereto.

The project specifications for the work to be done are entitled:

### ***TRUCKEE TAHOE AIRPORT DISTRICT 5,000 GALLON JET REFUELER TRUCK***

The bidder shall provide a price in clearly legible figures for the base vehicle and each of the optional features in the respective spaces provided for that purpose. The District will award a contract for the base vehicle or the base vehicle plus some combination of installed optional features based on available funding. The determination of the low-bidder will be based on the total cost of vehicle including any selected installed optional feature(s). The "total" amounts for the base bid and each installed optional feature shall include all applicable local, county and state taxes for the unincorporated portion of Nevada County, California.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract within fifteen days after the bidder has received notice from the Truckee Tahoe Airport District that the contract has been awarded, the District may, at its option, determine that the bidder has abandoned the contract and thereupon this proposal and the acceptance thereof shall be null and void.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the annexed proposed form of contract, the Technical Provisions, and he/she proposes and agrees if this proposal is accepted, that he/she will contract with the Truckee Tahoe Airport District, in the form of the contract annexed hereto, to manufacture and deliver a 5,000 Gallon Jet Refueler Truck as specified in the contract, in the manner and time therein prescribed, and according to the requirements of the General Manager as therein set forth, and that Bidder will take as full payment therefor the following lump sum prices (Base and Installed Options, to wit:

**BASE BID\***

Item Description	Quantity	Unit
5,000 GALLON JET REFUELER TRUCK	1	LS

**Total Base Bid (Numbers)** \$ \_\_\_\_\_.

**Total Base Bid (Words):** \_\_\_\_\_  
 \_\_\_\_\_

**INSTALLED OPTIONAL FEATURES\***

Item Description	Installed price (numbers)
BACKUP / REAR VISION CAMERA	_____
ELECTRONIC TANK CONTENTS GAUGE	_____
PAINTED PRODUCT TANK(S)	_____
PRESET / AUTO-SHUTOFF FUNCTION	_____

\* prices shall include all applicable taxes for delivery in the unincorporated portion of Nevada County

**ACKNOWLEDGEMENTS BY BIDDER**

- a. The Bidder acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions-to-Bidders. The Bidder further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful Bidder.
- b. The Bidder acknowledges and accepts the District's right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- c. The Bidder acknowledges and accepts the District's right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed 45 calendar days from the stated date for receipt of bids. During this evaluation period, the Bidder agrees to honor the stated price(s) without any adjustment.
- d. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within fifteen (15) days of the notice-of-award.
- e. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to deliver the equipment within 180 calendar days of the date specified in the Notice-to-Proceed and to pay liquidated damages in the amount of \$500 per day for every calendar day beyond the time allowed.
- f. The undersigned acknowledges receipt of the following addenda:
  - Addendum Number \_\_\_ dated \_\_\_\_\_ Received \_\_\_\_\_
  - Addendum Number \_\_\_ dated \_\_\_\_\_ Received \_\_\_\_\_

**REPRESENTATIONS BY BIDDER**

By submittal of a proposal (bid), the Bidder represents the following:

- a. The Bidder has read and thoroughly examined the bid documents including all authorized addenda.
- b. The Bidder has a complete understanding of the terms and conditions required for the delivery of the 5,000 Gallon Jet Refueler Truck (including any selected option(s)) that meets the requirements of the Contract Documents.
- c. The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the District that would affect cost, progress or performance of the work.
- d. The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- e. The Bidder has complied with all requirements of these instructions and the associated project documents.

**SIGNATURE OF BIDDER**

**IF AN INDIVIDUAL:** Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Individual)*

Doing Business as: \_\_\_\_\_

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**IF A CORPORATION:**

Corporation Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Authorized Signature, Attach Evidence of Authority to sign)*

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_ (CORPORATE

SEAL)

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

ATTEST: By: \_\_\_\_\_  
*(Authorized Signature)*

Name and Title: \_\_\_\_\_

**IF A JOINT VENTURE:** *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: \_\_\_\_\_

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

*(Authorized Signature)*  
*(Attach Evidence of Authority to sign)*

Name and Title: \_\_\_\_\_

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_

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

*(Authorized Signature)*  
*(Attach Evidence of Authority to sign)*

Name and Title: \_\_\_\_\_

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

To the TRUCKEE TAHOE AIRPORT DISTRICT

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

**Note:**

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative    Date



TRUCKEE TAHOE AIRPORT DISTRICT

**CONTRACT**

for

TRUCKEE TAHOE AIRPORT DISTRICT  
5,000 GALLON JET REFUELER

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Truckee Tahoe Airport District, a California Special District, ("District") and \_\_\_\_\_ ("Supplier").

WITNESSETH, that the District and the Supplier, in consideration of the mutual covenants hereafter set forth, agree as follows:

**ARTICLE 1. — THE WORK**

Supplier agrees to furnish all labor, tools, equipment, facilities, materials and transportation necessary to manufacture in a good workmanship manner and deliver a 100% complete and operational 5,000 Gallon Jet Refueler Truck, at the Truckee Tahoe Airport, as specified or indicated under the Bid Proposal of the District's Contract Documents.

**ARTICLE 2. — COMMENCEMENT AND COMPLETION**

The work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the District and the equipment shall be fully completed and delivered within one hundred eighty (180) calendar days of the date of the Notice to Proceed.

The District and the Supplier recognize that time is of the essence of this Agreement and that the District will suffer financial loss if the equipment has not been completed and delivered within the time specified herein, plus any extensions thereof allowed in accordance with the Specifications. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the District if the work is not completed on time. Accordingly, instead of requiring any such proof, the District and the Supplier agree that as liquidated damages or delay (but not as a penalty) the Supplier shall pay the District the sum of \$500 for each calendar day that expires after the time specified herein.

**ARTICLE 3. — CONTRACT AMOUNTS AND PAYMENT**

The District agrees to pay and the Supplier agrees to accept payment in full for the equipment herein agreed to be provided, in accordance with the amount of the lump sum price bid for the base bid or base bid plus some combination of installed options as selected by the District. Such payment is to be made within forty-five (45) days of acceptance of the equipment by the District and in accordance with the said Bid Proposal, as follows:

**BASE BID**

Item Description	Quantity	Unit
5,000 GALLON JET REFUELER TRUCK	1	LS

**Total Base Bid (Numbers)** \$ \_\_\_\_\_

**Total Base Bid (Words):** \_\_\_\_\_  
\_\_\_\_\_

**INSTALLED OPTIONAL FEATURES**

Item Description	Installed price (numbers)
BACKUP / REAR VISION CAMERA	_____
ELECTRONIC TANK CONTENTS GAUGE	_____
PAINTED PRODUCT TANK(S)	_____
PRESET / AUTO-SHUTOFF FUNCTION	_____

The District will select and award a contract for the base vehicle or the base vehicle plus some combination of installed options based on available funding. Price shall include all applicable taxes for delivery in the unincorporated portion of Nevada County.

The total contract amount is: \$ \_\_\_\_\_  
(numbers)

**ARTICLE 4. — CONTRACT DOCUMENTS**

The complete contract includes all the Contract Documents, to wit: Invitation for Bids, the accepted Bid Proposal, Non-Collusion Affidavit, all certifications included with the Bid Proposal, Race-Neutral Disadvantaged Business Enterprise Utilization forms, this Agreement, Notice to Proceed, the project Specifications and all modifications incorporated in those documents before their execution and all obligations of the District and the Bidder are fully set forth and described therein.

**ARTICLE 5. — NOTICES**

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the address listed below.

Notices required to be given to District shall be addressed as follows:

Notices required to be given to Supplier shall be addressed as follows:

**Kevin Smith, General Manager**

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

Truckee Tahoe Airport District  
10356 Truckee Airport Road  
Truckee, CA 96161

IN WITNESS HEREOF, the said Truckee Tahoe Airport District, a California Special District, has caused this Contract to be executed by its Board President in its behalf, and the said Supplier has signed this contract the day and year first above written.

**TRUCKEE TAHOE AIRPORT DISTRICT**

By: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Official Title)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
District Counsel

**SUPPLIER:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_