

City of Los Alamitos



Request for Sealed Bids Police Watch Commander Vehicle

FOR

Police Department

Attn: Captain Rick Moore
Police Captain, Operations Commander
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-2255, Extension 410
E-mail: rmoore@cityoflosalamitos.org

Must be received by 2:00 P.M.
Wednesday, July 19, 2017

RFP available at: <http://www.cityoflosalamitos.org>

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This solicitation package includes the sections and subsections listed below. If any of these items are missing from your solicitation package, please notify the contact identified in Section I(C).

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SECTION I – SUBMITTAL INFORMATION

- A. **INTRODUCTION:** The City of Los Alamitos is accepting sealed bids at City Hall located at 3191 Katella Avenue, Los Alamitos, California 90720 for **2018 Chevy Tahoe Police Package (PPV) with all standard features (9C1) including rear wheel drive.**
- B. **SUBMITTAL LOCATION, CLOSING DATE, AND TIME:** Bids will not be accepted after the “closing” date and time indicated. Faxed or e-mailed bids will not be accepted.

BID OPENING: Wednesday, July 19, 2017, 2:00 P.M.

- C. **INQUIRIES:** Inquiries regarding this solicitation with respect to contractual issues and written questions should be directed as follows:

Rick Moore, Police Captain
Phone No. 562-431-2255, Ext. 410
Fax No. 562-431-6499
E-mail to: rmoore@cityoflosalamitos.org

- D. **BID LABELING:** The bid shall be submitted in a sealed envelope with all the original pages intact. Bid envelopes must be plainly marked and submitted as followed:

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
Re: **2018 Chevy Tahoe Police Package (PPV)**

- E. **BID SUBMITTAL:** All prospective Supplier’s shall complete and return one (1) original and one (1) copy of their bid. All bids delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any bid found to be illegible or incomplete shall be considered for rejection, whether sent by courier, mail, or by means of personal delivery. Prospective Supplier’s assume full responsibility for having their bid deposited at the proper address and not later than the scheduled closing time. Faxed or e-mailed bids or modifications will not be considered. More than one (1) bid from an individual firm, partnership, or corporation under the same or different names, will not be considered.

SECTION II – TECHNICAL PROVISIONS

A. PRODUCT REQUIREMENTS:

2018 CHEVY TAHOE POLICE PACKAGE (PPV) BLACK AND WHITE WITH ALL STANDARD (9C1) FEATURES INCLUDING REAR WHEEL DRIVE.

Options:

- **L83-5.3 EcoTec3 V8 with active Fuel Management**
- **1LR-Brake System “City Brake Package”**
- **5HP-6 Additional keys**
- **6C7-Lighting, red and white front auxiliary dome**
- **6J3-Wiring, grille lamps and siren speakers**
- **6J4-Horn/Siren circuit**
- **6N6-Door locks and handles, inside rear doors inoperative**
- **7X7-Spot Lamps, left and right hand**
- **9C1-Identifier for Police Patrol vehicle**
- **AG1-Seat adjuster, driver power, multi-directional**
- **AG2-Seat adjuster, front passenger 6-way power**
- **AMF-Remote keyless entry package**
- **AQQ-Remote keyless entry, extended range**
- **AT6-Seats, second row 60/40 split folding bench, manual**
- **ATD-Seat delete, third row passenger**
- **AU3-Door locks, programmable**
- **AY0-Air bags, frontal and side impact for driver/front passenger**
- **BG9-Floor covering, black rubberized**
- **C49-Defogger, rear window electric**
- **C5U-GVWR, 6800 lbs.**
- **CE1-Wipers, front intermittent. Rainsense**
- **CJ4-Climate control, tri-zone automatic**
- **Rear-view camera**
- **Full size spare tire**
- **YF5-California Emissions**
- **Black and White (front doors white only)**
- **ANYTHING STANDARD WITH THE 9C1 PACKAGE AT THE TIME OF PRODUCTION IS TO BE KEPT.**

- B. DELIVERY, INSPECTION AND PICKUP OF VEHICLE INSTRUCTIONS:** The Supplier shall deliver the vehicle to the City’s Public Works Yard at 3191 Katella Avenue, Los Alamitos, CA 90720. Supplier shall provide twenty-four (24) hours’ notice prior to scheduling a delivery of the vehicle.

Rick Moore, Police Captain
Telephone - 562-431-2255, extension 410

C. TERMINATION: The City may terminate this agreement immediately for violation of any provision of this agreement. In addition, City may, with or without cause and at any time, terminate this agreement upon fifteen (15) days written notice served upon Supplier. In the event of termination, the Supplier shall be paid for services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Supplier's delivery to the City of any outstanding inventory and upon satisfactory completion of the services or portion thereof which the Supplier has performed through the effective date of termination.

D. WARRANTIES:

- Warranty work will be performed at a dealership in the area in which the vehicle is assigned.
- Use of other than original equipment parts will not void warranty.

SECTION III – GENERAL INFORMATION

NOTE: IT IS THE PROSPECTIVE SUPPLIER’S RESPONSIBILITY TO EXAMINE THE “INVITATION FOR BID: SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A BID”.

- A. WAITING PERIOD/BID VALIDITY:** All prospective Suppliers are alerted a waiting period of up to ninety (90) days from the date of the bid opening may be required before an award is made. prospective Supplier’s shall assume full responsibility for the effect of such a delay on all proposed prices and terms.
- B. BID PREPARATION COSTS:** The City of Los Alamitos is not, nor shall be deemed, liable for any costs incurred by prospective Supplier in the preparation, submittal, or presentation of their bid.
- C. BID INCLUSIONS:** The Invitation for Bid documents shall be returned in their entirety with all applicable portions fully completed by the Prospective Supplier. All prospective Suppliers are encouraged to review and confirm their bid includes and especially addresses each of the following bid requirements prior to submitting.
- Pricing Schedule (See Section IV-A)
 - Prospective Supplier Identification Form (See Section IV-B)
- D. WITHDRAWAL OF BID BEFORE CLOSING:** Any Prospective Supplier may request the withdrawal of their submitted bid, either in person, by telephone, or written request, at any time prior to the scheduled closing date and time. Upon receiving the written request to withdraw any bid, City of Los Alamitos will consider the prospective Supplier’s bid null and void, and return the bid to the prospective Supplier unopened. Withdrawal of prospective Supplier’s bid will not prejudice prospective Supplier’s re-submittal for this or any future bid(s).
- E. MISTAKE IN BID:** Any prospective Supplier may withdraw their bid after the bid opening, subject to restrictions indicated below, only the prospective Supplier can establish to the City of Los Alamitos’s satisfaction a mistake was made in preparing the bid.
1. A prospective Supplier declaring a mistake must provide a written notice to the City of Los Alamitos within five (5) calendar days following the scheduled closing date, specifying in detail, how the mistake occurred and how the mistake made the bid materially different than was intended.
- F. BID ACCEPTANCE:** The City of Los Alamitos reserves the right to accept or reject any or all bids, or discrepancies or omissions in the specifications of the Invitation for Bid, if such action is deemed to be in the best interest of the City of Los Alamitos. Additionally, be advised that if all valid bid prices received are found to exceed the budget appropriated for this project, the City of Los Alamitos may reject all bids.

G. INTERPRETATION OF DOCUMENTS: During the bid solicitation period should a prospective Supplier find discrepancies or omissions in the specifications of the Invitation for Bid or should the prospective Supplier be in doubt as to their interpretation, the prospective Supplier shall immediately notify the contact indicated in Section I-C above. Should it be found necessary, an addendum will be sent to all prospective Supplier's. Any addenda issued prior to the scheduled Invitation for Bid closing date and time, shall form a part of this solicitation and shall become a part of the submitted bid.

Any prospective Supplier found to be soliciting other members of City staff or Officials during the bid process could be automatically disqualified from any further consideration.

H. PUBLIC RECORD: Upon award, the results of the bid opening will become available. Be advised that all information contained in bids submitted in response to this solicitation shall be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information use and disclosure are governed by this act.

Those elements in each bid which the prospective Supplier considers to be trade secrets, as that term is defined in Civil Code Section 3426(d), or otherwise exempt by law from public disclosure, should be prominently marked as "Trade Secret", "Confidential", or "Proprietary" by the prospective Supplier. The City of Los Alamitos will use its best efforts to inform the prospective Supplier of any request for disclosure of any such document. However, the City of Los Alamitos shall not in any way, be liable or responsible if the disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information, the prospective Supplier considers exempt from disclosure, the City of Los Alamitos will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Los Alamitos is required to defend an action arising out of a Public Records Act request, for any of the contents of a prospective Supplier's bid marked "Trade Secret", "Confidential", or "Proprietary" prospective Supplier shall defend and indemnify the City of Los Alamitos from any and all liability, damages, costs, and expenses, including attorney's fees, in any action or proceeding arising under the Public Records Act.

To ensure confidentiality, prospective Suppliers are instructed to enclose all "Trade Secrets", "Confidential", or "Proprietary" data in separate sealed envelopes, which are then included with bid documents. Because the bid documents are available for review by any person following the Invitation for Bid opening and during the bid review period, and after an award of Purchase Order resulting from a Invitation for Bid, the City of Los Alamitos shall not in any way be held responsible for disclosure of any "Trade Secret", "Confidential", or "Proprietary" documents that are not contained in labeled and sealed envelopes.

I. PURCHASE ORDER EXECUTION: The City of Los Alamitos shall award a Purchase Order to the selected Prospective Supplier for the product/service to be provided.

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- J. ACCEPTANCE AND PAYMENT:** Prospective Supplier's invoice(s) shall include a reference to the Purchase Order number issued for the product/service and be accompanied by detailed supporting documentation, to include information on product/service rendered. The City of Los Alamitos shall pay the prospective Supplier's properly executed invoice, subject to receipt and acceptance of product/service and approval by the City's designated approving agent, within thirty (30) days following receipt of the invoice.

Payment will be withheld for any products/services, which do not meet or exceed contractual requirements until such products/services are replaced, resubmitted, and accepted by the City's designated approving agent.

- K. LIENS:** The prospective Supplier shall pay all sums of money that become due from any labor, services, materials or equipment furnished to prospective Supplier on account of said product/services to be furnished as a result of the "Invitation for Bid" and that may be secured by any lien against the City of Los Alamitos. The prospective Supplier shall fully discharge such lien not later than the time of performance of the obligation.

- L. LIQUIDATED DAMAGES:** All time limits stated in the Purchase Order are time sensitive. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful Supplier and the City of Los Alamitos that:

1. Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful Supplier of rejection of sub-specification material.
2. The above conditions may be invoked if deliveries exceed the specified time or if replacement of material not meeting specifications exceeds specified time.
3. Should the successful Supplier be obstructed or delayed in the work required to have done herewith by changes in the work or by any default, act, or omission of the City, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by the City and the successful Supplier.
4. If there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reason for such delay and making a finding as to the cause of same.

5. In the event that the successful Supplier is on strike at the time of the award of the bid, the City reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

M. FEDERAL, STATE, AND LOCAL LAWS: The prospective Supplier and all sub-contractors shall comply with all applicable federal, state and local laws, rules, and regulations.

N. INDEMNIFICATION: To the fullest extent permitted by law, prospective Supplier shall indemnify and hold harmless and defend the City of Los Alamitos, its council, directors, officers, employees, or authorized volunteers, and each of them from and against:

1. Any and all claims, causes of actions, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to death of any person including City of Los Alamitos and/or prospective Supplier, prospective Supplier's subcontractors, or any council, directors, officers, employees, or authorized volunteers of the City of Los Alamitos or prospective Supplier, and damages to or destruction of property of any person, including but not limited to, the City of Los Alamitos and/or prospective Supplier, prospective Supplier's subcontractors, or any directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this solicitation, however caused, regardless of any negligence of the City of Los Alamitos or Agency or its council, directors, officers, employees or authorized volunteers, except the sole negligence of willful misconduct or active negligence of the City of Los Alamitos or its council, directors, officers, employees, or authorized volunteers.

2. Any and all actions, proceedings, damages costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of prospective Supplier.

3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees and other costs, including all costs of dense, which any of them may incur with respect to the failure, neglect, or refusal of prospective Supplier to faithfully perform the work and all of the prospective Supplier's obligations under this solicitation. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

O. AWARD/SELECTION CRITERIA: The City of Los Alamitos anticipates a single award in conjunction with this bid activity to the prospective Supplier judged to be the most capable of accomplishing all specified requirements in a cost-effective and time efficient manner. The following criteria will be included in the rating process for selection of the award recipients(s):

1. Proposed price;
2. Manufacture and delivery lead time;
3. Past record of performance in providing similar services; including such factors as timely response and cooperation; and
4. Any other proposed customer features or discounts (e.g. accelerate payment discount).

Sealed bids will be referred to the City Council for consideration at their next regularly scheduled meeting. Unless all bids are rejected or the Invitation for Bid is cancelled, the Purchase Order will be awarded to the lowest responsible and responsive prospective Supplier whose bid meets the requirements and criteria set forth in the Invitation for Bid.

- P. BID PRICE:** The prospective Supplier's proposed price(s) shall be indicated on the Bid Pricing Schedule located within this document in Section IV. Each prospective Supplier must fully complete all parts of the Bid Pricing Schedule, or the bid may be rejected.

SECTION IV – FORMS

A. PRICING SCHEDULE

A. REFERENCES: Prospective Supplier shall fully complete this Pricing Schedule. Pricing shall be stated as Net-Prices, whereas; Net-Price shall represent the total and final cost to the City of Los Alamitos for one (1) *2018 CHEVY TAHOE POLICE PACKAGE (PPV)* as specified in the product Requirements Section (Refer to Section II, Page 4). Net-Price shall include costs associated with all equipment, transportation, delivery, taxes, and all other related costs necessary to supply the vehicle per the City’s specifications.

B. BID SCHEDULE:

MODEL 2018 VEHICLE UNIT COST	\$ _____
 SALES TAX 7.75%	 \$ _____
 TIRE FEES	 \$ _____
 TOTAL NET PRICE	 \$ _____
 GRAND TOTAL COST (Based on one unit)	 \$ _____

PROJECTED DELIVERY DATE:

C. Bid Signature: The undersigned agrees, if this bid is accepted by the City of Los Alamitos within ninety (90) calendar days after the date of the bid opening, to supply material as specified in strict accordance with the invitation for Bid specifications.

Prospective Supplier’s Signature

Company Name

Printed Name

Title

Date

SECTION IV – FORMS

B. PROSPECTIVE SUPPLIER’S IDENTIFICATION

1. **Legal Name of Prospective Supplier:** _____
2. **Street Address:** _____
3. **Mailing Address:** _____
4. **Business Address:** _____
5. **Facsimile Telephone:** _____
6. **E-Mail Address:** _____

7. **Type of Business (Sole Proprietor, Partnership, Corporation, Other):**

(If corporation, indicate State where incorporated)

8. **Business License Number issued by the city where the prospective Supplier’s principal place of business is located:** _____
9. **Federal Tax Identification Number:** _____
10. **Prospective Supplier’s Fleet Manager:** _____