

CITY OF MENLO PARK
STATE OF CALIFORNIA

REQUEST FOR PROPOSALS

FOR

VARIOUS CITY VEHICLES: SEDANS, TRUCKS, AND UTILITY VEHICLES



Bid Submittals: Responses must be submitted to by **Friday, September 23, 2016 by 3:00 p.m.:**

Mail delivery/ Hand Delivery, FedEx, UPS, other

City of Menlo Park
Engineering Division
Title: VARIOUS CITY VEHICLES: SEDANS, TRUCKS, AND UTILITY VEHICLES
701 Laurel Street
Menlo Park, CA 94025
Telephone: (650) 330-6740
Fax No: (650) 327-5497

Schedule of Events

Issue Bid Date: Tuesday, September 13, 2016
Questions Due: Friday, September 16, 2016
Answers to Questions Due: Tuesday, September 20, 2016
Bids Due Date: Friday, September 23, 2016 by 3:00 p.m.

The City of Menlo Park reserves the right to change the Schedule of Events without prior notice or responsibility to Bidders. It shall be the bidder's sole responsibility to check the City's website on a consistent basis for changes.

Website address: www.menlopark.org/bids

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1. INTRODUCTION

The City of Menlo Park is soliciting sealed bids from authorized dealerships for the purchase and delivery of new various vehicles, as specified herein.

2. BID SUBMISSION INSTRUCTIONS

Bids must be submitted in a sealed package, clearly marked with the bid title: “**VARIOUS CITY VEHICLES: SEDANS, TRUCKS, AND UTILITY VEHICLES**”

Bids received after the due date and time specified in the Schedule of Events will not be accepted. Submittals must include:

- One (1) original;
- One (1) copy;
- One (1) CD or flash drive

Bids submitted by telephone, e-mail, or fax will be rejected. In the event that only one response is received, the City reserves the right to cancel the Bid, return the unopened response to the Bidder, and re-advertise.

Bids must be received in the Engineering Division in accordance with the published Schedule of Events and delivered to the following location:

Mail delivery/ Hand Delivery, FedEx, UPS, other

City of Menlo Park

Title: Various City Vehicles: Sedan, Trucks, and Utility Vehicles Bid

Engineering Division

701 Laurel Street

Menlo Park, CA 94025

Bids that are received by the due date **Friday, September 23, 2016 by 3:00 p.m.** will be publicly opened and announced.

It shall be the Bidder's sole responsibility to check the City's website on a regular basis for award notices. Award notices are posted to the City's website after Council approval. Bidders will not receive any additional contact from the City regarding bid's award.

3. INQUIRIES

Bidders must carefully examine the Bid document and any addenda that may be posted on the City's website and seek clarification of any ambiguity, conflict, or omission. Questions must be submitted by email to daweber@menlopark.org by Friday, September 16, 2016, see the Schedule of Events for deadlines. If an answer materially affects the Bid, the information will be incorporated into a document titled answers to questions and distributed to all bidders on **Tuesday, September 20, 2016** via the City's website.

Bidders will not receive any additional contact from the City regarding addenda. Prior to the bid due date and time, it shall be the bidder's sole responsibility to check the City's website on a regular basis to determine if any addenda have been posted.

All questions related to this bid must be directed to Don Weber, Fleet Supervisor at (650) 330-6790, via e-mail to daweber@menlopark.org, or by fax to (650) 327-5497.

4. SPECIFICATIONS

A. NEW VEHICLES:

All vehicles furnished to the City of Menlo Park shall be new factory standard unless otherwise stated herein, and shall not have been operated prior to delivery to the City. Vehicles shall come equipped with all standard factory fittings, trim and accessories, unless otherwise noted in the specifications. Vehicles shall not have been used as demonstrators, or for any other prior service.

B. VEHICLE REGISTRATION:

The City will complete and file all necessary applications and transfer of ownership documents, and apply for exempt license plates. The contractor shall provide all required documentation for registration. The registered owner shall be shown exactly as follows on all forms where the registered owner is listed: City of Menlo Park, 701 Laurel Street, Menlo Park, CA 94025.

C. MANUALS:

One (1) complete set of parts and shop/service manual will be provided; manuals on CD are acceptable.

D. KEYS:

Three (3) sets of ignition and door keys required, and if equipped, two (2) keyless-entry remotes.

E. WARRANTY:

The manufacturer's regular new Vehicle Warranty shall apply to vehicles within this bid, and shall be honored by all franchised dealers within Northern California. The Manufacturer's regular new vehicle warranty shall apply to all vehicles procured against this specification. This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The City's established preventive maintenance procedures and practices shall be acceptable to the manufacturer's prescribed procedures which is a part of the warranty. A warranty certificate and/or card shall be supplied with each vehicle delivered.

F. DELIVERY:

Vehicles shall be delivered to City of Menlo Park Corporation Yard, 333 Burgess Drive, Menlo Park, CA 94025.

G. QUALITY ASSURANCE PROVISIONS:

Prior to delivery, each vehicle shall be completely inspected and serviced by the delivering dealer and/or the manufacturer's standard pre-delivery service. A checklist shall be completed for the vehicle, signed by a representative of the organization performing the inspection/service and delivered with the vehicle. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until defects are corrected and the vehicle re-inspected and accepted. Alternately, if the vehicle is inspected after delivery and rejected because of deficiencies, it shall be the dealer's responsibility to pick up the vehicle, make the necessary corrections and re-deliver the vehicle for re-inspection and acceptance.

H. SPECIFICATION WORKSHEETS:

The Specifications Worksheet is a requirement and must be submitted with the Bidder's response. The Worksheet is used to identify the Bidder's compliance to, or exceptions from the published specifications stated herein. Failure to complete and submit this Worksheet with the Bid response will render the Bid non-responsive, and will not be considered for award. **Any exceptions to the published specifications must be clearly identified and described in detail using the space provided herein.**

**THE FOLLOWING FORMS
ARE REQUIRED TO BE
SUBMITTED WITH BID**

5. BIDDER SUMMARY SHEET

Bidder's Name: _____

Bidder's Address: _____

Bidder's Main Telephone Number: _____ Fax Number: _____

Bid Contact (person responsible for answering questions related to the Bid response):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Management Contact (person responsible for making contract decisions):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Contract/Account Manager (Person responsible for the day-to-day servicing of the

Contract/Account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

6. REFERENCES

1. Company's Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Email _____

Numbers of years goods or services were provided or are currently provided: _____

2. Company's Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Email _____

Numbers of years goods or services were provided or are currently provided: _____

3. Company's Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Email _____

Numbers of years goods or services were provided or are currently provided: _____

COMPLY		BID ITEM #1 2017 FORD FUSION, FOUR DOOR SEDAN	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed.
YES	NO			
		Front Wheel Drive	POH	
		2.5L Engine	997	
		Automatic Transmission	44W	
		Basic	200A	
		Magnetic (Exterior Color)	J7	
		Ebony Cloth	DT	
		Daytime Running Lights	942	
		All Weather Floor Mats	55M	
		SE Tech Pkg.	14K	
Projected delivery date after awarded:				
All other Standard and Safety Equipment Included With No Deletions				

Bid Item # 1	2017 FORD FUSION, FOUR DOOR SEDAN
Engine Option – Gas Option	
Quantity	
Bid Price	
Doc Fee	
Tire Fee	
Three (3) sets of keys	
9% Sales Tax	
Delivery Fee	
Total Price for one (1) vehicle	
Total Price for one (1) vehicle price in words	
Total Price for two (2) vehicles	
Total Price for two (2) vehicles price in words	
Total Price for three (3) vehicles	
Total Price for three (3) vehicles price in words	

In case of discrepancy between an item price in words and the price in figures, the price in words shall prevail.

***Please note prices will be valid for 90 days from bid opening date.**

Any and All options ordered with factory option codes shall be installed by factory and shall be covered under warranty by all factory owned and franchise dealers.

COMPLY		BID ITEM #2 2017 FORD F-250, XL, 4X2, SRW, SUPER DUTY, REGULAR CAB, LONG BED	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed for
YES	NO			
		2017, F-250 SRW, 4X2, Pickup W/8ft Bed	F2A	
		Exterior, Oxford White	Z1	
		Interior, Steel	AS	
		Basic	600A	
		50 State Emissions	425	
		6.2L Flex Fuel	996	
		6 - Speed Auto Trans	44P	
		3.73 Rear Axle	X37	
		10,000# Payload Pkg.	68D	
		Tires LT245/75Rx17E BSW	TBK	
		Argent Painted Steel Wheels	64A	
		137 Inch Wheelbase	137	
		HD Vinyl 60/40 Seat	A	
		Reverse Sensing	76R	
		H.D. 200 Amp Alternator	67D	
		Trailer Brake Controller	52B	
		Back Up Camera	76V	

COMPLY		CONTINUED BID ITEM #2 2017 FORD F-250, XL, 4X2, SRW, SUPER DUTY, REGULAR CAB, LONG BED	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed for
YES	NO			
		Up-fitter Switches	66S	
		CHMSL	59H	
		AM/FM	587	
		LED Warning Strobe Lights	87S	
		Back-Up Alarm	76C	
		COV required	79V	
		Priced DORA	C09	
		Daytime Running Lamps	942	
		Full Size Spare/Jack		
Projected delivery date after awarded:				
All other Standard and Safety Equipment Included With No Deletions				

Bid Item # 2	2017 FORD F-250, XL, 4X2, SRW, SUPER DUTY, REGULAR CAB, LONG BED
Engine Option – Gas Option	
Quantity	
Bid Price	
Doc Fee	
Tire Fee	
Three (3) sets of keys	
9% Sales Tax	
Delivery Fee	
Total Price for one (1) vehicle	
Total Price for one (1) vehicle price in words	
Total Price for two (2) vehicles	
Total Price for two (2) vehicles price in words	
Total Price for three (3) vehicles	
Total Price for three (3) vehicles price in words	

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Any and All options ordered with factory option codes shall be installed by factory and shall be covered under warranty by all factory owned and franchise dealers.

COMPLY		BID ITEM #3 2017 FORD F-350, XL, 4X2, DRW, SUPER DUTY, SUPER CAB, CAB/CHASSIS	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed for
YES	NO			
		2017, F-350 Super Cab, DRW, 4X2, 60 inch CA	X3G	
		Exterior, Oxford White	Z1	
		Medium Gray	AS	
		Basic	640A	
		50 State Emissions	425	
		6.2L Flex Fuel	996	
		6 - Speed Auto Trans	44P	
		3.73 Rear Axle	X37	
		14,000# Payload Pkg.	STDGV	
		Tires LT245/75Rx17E BSW	TBM	
		Argent Painted Steel Wheels	64K	
		168 Inch Wheelbase	168	
		Daytime Running Lamps	942	
		AM/FM Radio	585	
		Trailer Brake Controller	52B	
		Back Up Camera	872	
		Back-Up Alarm	76C	
		CHMSL	59H	

COMPLY		CONTINUED BID ITEM #3 2017 FORD F-350, XL, 4X2, DRW, SUPER DUTY, SUPER CAB, CAB/CHASSIS	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed for
YES	NO			
		Full Size Spare/Jack	512	
		4 Ton Jack	61J	
		COV required	79V	
		Priced DORA	C09	
Projected delivery date after awarded:				
All other Standard and Safety Equipment Included With No Deletions				

Bid Item # 3	2017 FORD F-350, XL, 4X2, DRW, SUPER DUTY, SUPER CAB, CAB/CHASSIS
Engine Option – Gas Option	
Quantity	
Bid Price	
Doc Fee	
Tire Fee	
Three (3) sets of keys	
9% Sales Tax	
Delivery Fee	
Total Price for one (1) vehicle	
Total Price for one (1) vehicle price in words	
Total Price for two (2) vehicles	
Total Price for two (2) vehicles price in words	
Total Price for three (3) vehicles	
Total Price for three (3) vehicles price in words	

In case of discrepancy between an item price in words and the price in figures, the price in words shall prevail.

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Any and All options ordered with factory option codes shall be installed by factory and shall be covered under warranty by all factory owned and franchise dealers.

COMPLY		BID ITEM #4 2017 FORD F-350, XL, 4X4, DRW, SUPER DUTY, REGULAR CAB, CAB/CHASSIS	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed for
YES	NO			
		2017, F-350 DRW, 4X4, 84 inch CA	F3H	
		Exterior, Oxford White	Z1	
		Medium Gray	AS	
		Basic	640A	
		50 State Emissions	425	
		6.2L Flex Fuel	996	
		6 - Speed Auto Trans	44P	
		3.73 Rear Axle	X37	
		14,000# Payload Pkg.	STDGV	
		Tires LT245/75Rx17E BSW	TBM	
		Argent Painted Steel Wheels	64K	
		169 Inch Wheelbase	169	
		HD Vinyl Seat 40/20/40	AS	
		AM/FM Radio	585	
		Daytime Running Lamps	942	
		Trailer Brake Controller	52B	
		Back Up Camera	872	
		Back-Up Alarm	76C	

COMPLY		CONTINUED BID ITEM #4 2017 FORD F-350, XL, 4X4, DRW, SUPER DUTY, REGULAR CAB, CAB/CHASSIS	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed for
YES	NO			
		CHMSL	59H	
		Full Size Spare/Jack	512	
		4 Ton Jack	61J	
		COV required	79V	
		Priced DORA	C09	
Projected delivery date after awarded:				
All other Standard and Safety Equipment Included With No Deletions				

Bid Item # 4	2017 FORD F-350, XL, 4X4, DRW, SUPER DUTY, REGULAR CAB, CAB/CHASSIS
Engine Option – Gas Option	
Quantity	
Bid Price	
Doc Fee	
Tire Fee	
Three (3) sets of keys	
9% Sales Tax	
Delivery Fee	
Total Price for one (1) vehicle	
Total Price for one (1) vehicle price in words	
Total Price for two (2) vehicles	
Total Price for two (2) vehicles price in words	
Total Price for three (3) vehicles	
Total Price for three (3) vehicles price in words	

In case of discrepancy between an item price in words and the price in figures, the price in words shall prevail.

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Any and All options ordered with factory option codes shall be installed by factory and shall be covered under warranty by all factory owned and franchise dealers.

COMPLY		BID ITEM #5 2017 FORD ESCAPE	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed.
YES	NO			
		Escape S FWD	UOF	
		Equipment Group	100A	
		Oxford White	YZ	
		Painted Aluminum Wheels	64N	
		Cargo Protector	50Q	
		Splash Protectors	63S	
		Daytime Running Lights	942	
		Privacy Glass	924	
		Reverse Sensing	60S	
		All Weather Mats	50C	
		Priced DORA	C09	
Projected delivery date after awarded:				
All other Standard and Safety Equipment Included With No Deletions				

Bid Item # 5	2017 FORD ESCAPE
Engine Option – Gas Option	
Quantity	
Bid Price	
Doc Fee	
Tire Fee	
Three (3) sets of keys	
9% Sales Tax	
Delivery Fee	
Total Price for one (1) vehicle	
Total Price for one (1) vehicle price in words	
Total Price for two (2) vehicles	
Total Price for two (2) vehicles price in words	
Total Price for three (3) vehicles	
Total Price for three (3) vehicles price in words	

In case of discrepancy between an item price in words and the price in figures, the price in words shall prevail.

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Any and All options ordered with factory option codes shall be installed by factory and shall be covered under warranty by all factory owned and franchise dealers.

COMPLY		BID ITEM #6 2017 FORD FOCUS SE 5 DOOR HATCHBACKS	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed.
YES	NO			
		Engine, 2.0L, I4,	P3K	
		Transmission, 6 Speed	44W	
		Exterior Color, Oxford White	YZ	
		Interior Color, Charcoal	EW	
		50 State Emission system	425	
		50 State PZEV Emission	981	
		Equipment Group	200A	
		Reverse Sensing	60R	
		All Weather Floor Mats	47P	
		Tires P215/55HR16		
		16" Painted Steel Wheels		
		Full Wheel Covers		
Projected delivery date after awarded:				
All other Standard and Safety Equipment Included With No Deletions				

Bid Item # 6	2017 FORD FOCUS SE 5 DOOR HATCHBACKS
Engine Option – Gas Option	
Quantity	
Bid Price	
Doc Fee	
Tire Fee	
Three (3) sets of keys	
9% Sales Tax	
Delivery Fee	
Total Price for one (1) vehicle	
Total Price for one (1) vehicle price in words	
Total Price for two (2) vehicles	
Total Price for two (2) vehicles price in words	
Total Price for three (3) vehicles	
Total Price for three (3) vehicles price in words	

In case of discrepancy between an item price in words and the price in figures, the price in words shall prevail.

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Any and All options ordered with factory option codes shall be installed by factory and shall be covered under warranty by all factory owned and franchise dealers.

COMPLY		BID ITEM #7 2017 FORD FOCUS SE 5 DOOR HATCHBACKS ELECTRIC	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed.
YES	NO			
		Engine, 2.0L, I4,	P3K	
		Transmission, 6 Speed	44W	
		Exterior Color, Oxford White	YZ	
		Interior Color, Charcoal	EW	
		50 State Emission system	425	
		50 State PZEV Emission	981	
		Equipment Group	200A	
		Reverse Sensing	60R	
		All Weather Floor Mats	47P	
		Tires P215/55HR16		
		16" Painted Steel Wheels		
		Full Wheel Covers		
Projected delivery date after awarded:				
All other Standard and Safety Equipment Included With No Deletions				

Bid Item # 7	2017 FORD FOCUS SE 5 DOOR HATCHBACKS - ELECTRIC
Engine Option – Electric Option	
Quantity	
Bid Price	
Doc Fee	
Tire Fee	
Three (3) sets of keys	
9% Sales Tax	
Delivery Fee	
Total Price for one (1) vehicle	
Total Price for one (1) vehicle price in words	
Total Price for two (2) vehicles	
Total Price for two (2) vehicles price in words	
Total Price for three (3) vehicles	
Total Price for three (3) vehicles price in words	

In case of discrepancy between an item price in words and the price in figures, the price in words shall prevail.

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Any and All options ordered with factory option codes shall be installed by factory and shall be covered under warranty by all factory owned and franchise dealers.

COMPLY		BID ITEM #8 2017 (BLACK) POLICE UTILITY INTERCEPTOR	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed.
YES	NO			
		California Emissions	422	
		3.7L V6 FFV Engine	99R	
		Six Speed Transmission Includes Column Shifter	44C	
		500A Equipment Group	500A	
		Shadow Black	G1	
		Black Cloth Front Bucket Seats, Cloth Rear Seat	FW	
		Keyed Alike 1284X	59B	
		Level IV Front, Driver / Passenger Ballistic Door Panels	90G	
		Noise Suppression Bonds	60R	
		Forward Indicator Pocket Lamps	21W	
		Interior Windshield Lighting	96W	
		Rear Lighting Solution	66C	
		Rear View Camera	87R	
		Aux Air Conditioner	17A	
		Dark Car Feature, Disables Courtesy Lamps	43D	
		Red/White Dome Lamp	17T	
		Rear Sensing	76R	
		Headlamp Light Solution	66A	
		Badge Delete	16D	
		Side Marker LED Lamps	63L	
		Priced DORA	C09	
Projected delivery date after awarded:				
All other Standard and Safety Equipment Included With No Deletions				

Bid Item # 8	2017 (BLACK) POLICE UTILITY INTERCEPTOR
Engine Option – Gas Option	
Quantity	
Bid Price	
Doc Fee	
Tire Fee	
Three (3) sets of keys	
9% Sales Tax	
Delivery Fee	
Total Price for one (1) vehicle	
Total Price for one (1) vehicle price in words	
Total Price for two (2) vehicles	
Total Price for two (2) vehicles price in words	
Total Price for three (3) vehicles	
Total Price for three (3) vehicles price in words	

In case of discrepancy between an item price in words and the price in figures, the price in words shall prevail.

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Any and All options ordered with factory option codes shall be installed by factory and shall be covered under warranty by all factory owned and franchise dealers.

COMPLY		BID ITEM #9	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed.
YES	NO	2017 POLICE UTILITY INTERCEPTORS		
		California Emissions	422	
		3.7L V6 FFV Engine	99R	
		Six Speed Transmission Column Shifter	44C	
		500A Equipment Group	500A	
		Shadow Black	G1	
		Black Cloth Front Bucket Seats, Vinyl Rear Seat	9W	
		Noise Suppression Bonds	60R	
		Level IV Front, Driver / Passenger Ballistic Door Panels	90G	
		Two Tone Vinyl Package, White roof, Front/Rear Vinyl Doors	91A	
		Unity LED Driver/Passenger Spot Lamps	51S	
		Rear View Camera	87R	
		Police Engine Idle	47A	
		Pre Wire Siren, LED	60A	
		LED Mirror Mount	63B	
		Headlamp Light Solution	66A	
		Side Marker LED lamps	63L	
		Rear Lighting Solution	66C	
		Rear Sensing	76R	
		Front Warning Auxiliary Lamps	21L	
		Forward Indicator Pocket Lamps	21W	
		Red/White Dome Lamp	17T	
		Dark Car Feature, Disables Courtesy Lamps	43D	
		Aux Air Conditioner	17A	
		Keyed Alike 1284X	59B	

COMPLY		CONTINUED BID ITEM #9 2017 POLICE UTILITY INTERCEPTORS	CODE	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed.
YES	NO			
		Door Lock Plunger Hidden/rear Door Locks Inoperable	52P	
		Rear Window Power Switch Delete	18W	
		Priced DORA	C09	
Projected delivery date after awarded:				
All other Standard and Safety Equipment Included With No Deletions				

Bid Item # 9	2017 POLICE UTILITY INTERCEPTORS
Engine Option – Gas Option	
Quantity	
Bid Price	
Doc Fee	
Tire Fee	
Three (3) sets of keys	
9% Sales Tax	
Delivery Fee	
Total Price for one (1) vehicle	
Total Price for one (1) vehicle price in words	
Total Price for two (2) vehicles	
Total Price for two (2) vehicles price in words	
Total Price for three (3) vehicles	
Total Price for three (3) vehicles price in words	

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COMPLY		BID ITEM #10 2017 POLICE UTILITY INTERCEPTOR W/STREET APPEARANCE PKG	COD E	Manner in which item does not meet City Specifications, please indicate the deviation on the manufacturer's specifications sheet, or in an attached letter, if more space is needed.
YES	NO			
		California Emissions	422	
		3.7L V6 FFV Engine	99R	
		Six Speed Transmission Includes Column Shifter	44C	
		500A Equipment Group	500A	
		Oxford White	YZ	
		Black Cloth Front Bucket Seats, Cloth Rear Seat	FW	
		Interior Upgrade Pkg. (Street)	65U	
		Noise Suppression Bonds	60R	
		Daytime Running Lamps	942	
		Perimeter ATD	593	
		Keyless Entry	595	
		Rear View Camera	87R	
		Aux Air Conditioner	17A	
		Dark Car Feature, Disables Courtesy Lamps	43D	
		Red/White Dome Lamp	17T	
		Rear Sensing	76R	
		Headlamp Light Solution	66A	
		Badge Delete	16D	
		Side Marker LED Lamps	63L	
		Rear Lighting Solution	66C	
		Priced DORA	C09	
Projected delivery date after awarded:				
All other Standard and Safety Equipment Included With No Deletions				

Bid Item # 10	2017 POLICE UTILITY INTERCEPTOR W/STREET APPEARANCE PKG
Engine Option – Gas Option	
Quantity	
Bid Price	
Doc Fee	
Tire Fee	
Three (3) sets of keys	
9% Sales Tax	
Delivery Fee	
Total Price for one (1) vehicle	
Total Price for one (1) vehicle price in words	
Total Price for two (2) vehicles	
Total Price for two (2) vehicles price in words	
Total Price for three (3) vehicles	
Total Price for three (3) vehicles price in words	

In case of discrepancy between an item price in words and the price in figures, the price in words shall prevail.

***Please note prices will be valid for 90 days from bid opening date.**

Any and All options ordered with factory option codes shall be installed by factory and shall be covered under warranty by all factory owned and franchise dealers.

7. ACKNOWLEDGEMENT AND SIGNATURE OF AUTHORIZATION

I _____, _____ have read and understand the
(Full Printed Name) (Title)

the Bid Document, and I am duly authorized to commit my company to sell goods or perform services specified herein. I understand by signing this bid I am not obligating the City to make this procurement, nor am I signing a contract to sell goods or perform services. By signing this document I agree to comply with all specifications, scope of services, requirements, terms and conditions described herein, unless specifically noted. This bid is firm for 90 days from the due date identified in the Schedule of Events of this Bid.

Authorized Representative:

Signature

Date

8. CONTRACT TERM

The Contract will terminate upon final payment to the Contractor. The Contract will not be extended.

9. CONTRACT EXTENSION

Does not apply.

10. CONTRACT TERMINATION

Termination for Convenience: Either the City or the Contractor may terminate this contract at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective date thereof. If this contract is terminated as provided herein, Contractor shall be paid only the total amount equal to the goods and/or services Contractor has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this contract or the value of goods and/or services provided as of date of termination.

Termination for Cause: If for any reason, Contractor fails to fulfill in a timely and proper manner its obligation under this contract, or if Contractor violates any of the covenants or stipulations of this contract, City shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to Contractor. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The Contractor will be paid a total amount equal to the goods and/or services Contractor has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this contract.

11. REQUIRED FORMS

Forms included in the Required Forms section of this bid must be completed and signed by a company principal or officer. All completed forms must be returned with the Bid response. Bids submitted without the Required Forms may be deemed as non-responsive and may be rejected. In order to maintain uniformity, bid responses must be organized and submitted using the following format:

- Bidder Summary Sheet
- Bid Sheet
- References Form
- Acknowledgment and Signature of Authorization

12. SELECTION CRITERIA

The following selection criteria will be used when evaluating bid responses and selecting the successful bidder.

- General Provision – Contract award shall be at the sole discretion of the City. It is the intent to make an award to one bidder for all items, although the City reserves the right to make multiple awards depending on the needs and best interests of the City. The City may accept or reject any or all bids in whole or in parts and may waive informalities in the process. The contents of the Bid response submitted by the selected Bidder will become the basis for a contractual obligation when the award is made.
- General Goods and Services – Award will be made to the lowest, responsive, and responsible bidder. The City may make an award without further discussion of the bids submitted; therefore, the bid response must be submitted on the most favorable terms that the Bidder can offer.

13. RESERVATION OF RIGHTS

The City reserves the right to:

- Reject any and all bids at its discretion;
- Cancel the entire bid;
- Waive any minor errors or informalities in any bid to the extent permitted by law.

14. TERMS AND CONDITIONS

a) Addendum to the Bid – If it becomes necessary to revise any part the Bid, an addendum will be posted on the City’s website. If an answer materially affects the Bid, the information will be incorporated into an addendum and will be posted to the City’s website for download. All addenda issued during the time of bidding will be incorporated into the resulting contract.

Bidders will not receive any additional contact from the City regarding addenda. Prior to the bid due date and time, it shall be the bidder’s sole responsibility to check the City’s website on a regular basis to determine if any addenda have been posted.

b) Applicable Laws – The laws of the State of California will govern the Contract. The applicable law for any legal dispute arising out of the Contract shall be the law of the State of California. The Bidder shall comply with all federal, state, county and local laws concerning this type of goods and/or services. All systems provided by the Bidder shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes and all relevant industry standards.

c) Assignment – The Bidder shall, under no circumstances, assign any contract issued as a result of this bid by any means whatsoever, or any part thereof to another party without express written permission of the City of Menlo Park.

d) Award of Contract – A contract may be awarded as a result of this bid and may require approval by the City of Menlo Park City Council as prescribed by City Ordinances and Codes. All awarded contracts must be issued a City of Menlo Park Purchase Order prior to delivering goods or performing services. If the awarded Contractor imposes additional terms or conditions after the award of a contract, the award may be rescinded and the Contract will be canceled.

e) Bidder's Cost to Develop a Response – Costs for developing a response to this solicitation are entirely the obligation of the Bidder and shall not be chargeable in any manner to the City of Menlo Park.

- f) Conflict of Interest – Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of Menlo Park may not accept gratuities, entertainment, meals of anything of value whatsoever from current or potential suppliers.
- g) Default Of Contractor - The City of Menlo Park shall hold the Contractor responsible for any damage, which may be sustained because of the failure or neglect of the Contractor to comply with any term or condition, listed herein.
- h) Equal Employment Opportunity – The Bidder shall comply with all applicable state and federal laws addressing Equal Employment Opportunity.
- i) General Services – Award will be made to the lowest, responsive, and responsible bidder. The City may make an award without further discussion of the bids submitted; therefore, the bid should be submitted with the most favorable terms that the Bidder can offer.
- j) Independent Contractor Status – It is expressly understood that the Bidder named in any contract entered into by the City is acting as an “independent contractor” and not as an agent or employee of the City of Menlo Park.
- k) Late Submission of Bid – Any bids received after the due date and time specified in this bid will not be accepted. The City will not return late submittals.
- l) Permits and Licenses – The Bidder shall secure or maintain in force during the period covered by any contract resulting from this bid all licenses and permits required by law for the operation of their business including a Menlo Park Business License when required.
- m) Public Information – After the date specified for the opening of the bid, all materials received relative to general service bids become public information and are available for inspection. Professional service bids become public upon award of contract. The City reserves the right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.
- n) Rejection of Bids – This bid does not commit the City of Menlo Park to award a contract. The City reserves the right, at its sole discretion, to reject any or all bids without penalty, to waive irregularities in any bid response or in the bid procedures, and to be the final judge in determining a responsive and responsible bid.
- The City reserves the right, at its sole discretion, to reject any or all bids that include items not specified, incorrect specifications and/or scope of services, incomplete schedule of required items, additional terms and conditions, and bids that are not responsive to the published specifications and/or scope of services. Bids received by telephone, email or facsimile will be considered non-responsive and will be rejected. Bids offering less than 90 days for acceptance from the published closing date may be considered non-responsive and may be rejected.
- o) Signatures – Bid responses must be signed in longhand by the Bidder with his/her usual signature in the designated areas within the bid documents. Submission of bids must be signed by any and all representatives legally authorized to contractually bind the Corporation.
- p) Withdrawal of Bids – Bid responses received by the Engineering Division may be withdrawn. An authorized representative of the Bidder must submit a signed, written request to the Fleet Supervisor, formally requesting their bid to be withdrawn from the bid process.

15. DEFINITIONS

Lowest responsible bidder; In addition to price, the "lowest responsible bidder" will be determined by consideration of the following factors:

- (1) The quality, availability and suitability of the supplies, equipment or services to the particular use required.
- (2) The ability, capacity and skill of the bidder to perform the service required.
- (3) Whether the bidder has the financial resources and facilities to perform or provide the service promptly, or within the time specified, without delay or interference.
- (4) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (5) The bidder's record of performance or previous contracts or services, including compliance by the bidder with laws and ordinances relating to such contracts or services.
- (6) The ability of the bidder to provide future maintenance and service for the use of the equipment or materials to be purchased.
- (7) The scope of conditions attached to the bid by the bidder.

Nonresponsive bidder means an offer, submitted by a bidder, to furnish supplies, equipment or services that are not in conformity with the specifications, delivery terms or conditions or other requirements specified in the invitation for bids.

Non-responsible bidder is a bidder that provides a bid but fails to demonstrate their capacity (financial or otherwise) to provide the supplies, equipment or service as specified in the bid.

Responsive bid means a bid, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specifications, delivery terms and conditions and other requirements specified in the invitation for bids.