

CITY OF MENLO PARK  
STATE OF CALIFORNIA

## REQUEST FOR PROPOSALS

FOR

## CITY POLICE UTILITY VEHICLES



Proposal Submittals: Responses must be submitted by **Tuesday, April 23, 2019 by 3:00 p.m.:**

Mail delivery/ Hand Delivery, FedEx, UPS, other

City of Menlo Park  
Engineering Division  
Title: CITY POLICE UTILITY VEHICLES  
701 Laurel St.  
Menlo Park, CA 94025  
Telephone: 650-330-6740  
Fax No: 650-327-5497

### **Schedule of Events**

Issue Proposal Date: Tuesday, April 09, 2019  
Questions Due: Friday, April 12, 2019  
Answers to Questions Due: Tuesday, April 16, 2019  
Proposals Due Date: Tuesday, April 23, 2019 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](http://www.menlopark.org/bids)

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## 1. INTRODUCTION

The City of Menlo Park is soliciting sealed proposals from authorized dealerships for the purchase and delivery of **eight (8)** new vehicles, as specified herein.

## 2. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be submitted in a sealed package, clearly marked with the Proposal title: “**CITY POLICE UTILITY VEHICLES**”

Proposals 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

Proposals 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 Proposal, return the unopened response to the Bidder, and re-advertise.

Proposals 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: City Police Utility Vehicles**  
Engineering Division  
701 Laurel St.  
Menlo Park, CA 94025

Proposals that are received by the due date **Tuesday, April 23, 2019 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 proposal's award.

## 3. INQUIRIES

Bidders must carefully examine the Proposal 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](mailto:daweber@menlopark.org) by **Friday, April 12, 2019**, see the Schedule of Events for deadlines. If an answer materially affects the Proposal, the information will be incorporated into a document titled answers to questions and distributed to all bidders on **Tuesday, April 16, 2019** via the City's website.

Bidders will not receive any additional contact from the City regarding addenda. Prior to the proposal 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 proposal must be directed to Don Weber, Fleet Supervisor at (650) 330-6790, via e-mail to [daweber@menlopark.org](mailto: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, shop/service and electrical manuals will be provided for each type of vehicle purchased; manuals on CD are acceptable.

### D. KEYS:

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

### E. WARRANTY:

The manufacturer's regular new Vehicle Warranty shall apply to vehicles within this Proposal, 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 Proposal response will render the Proposal non-responsive, and will not be considered for award. Bid sheet should reflect a "one" vehicle purchase. **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  
PROPOSAL**

## 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: \_\_\_\_\_



<b>COMPLY</b>		<b>PROPOSAL ITEM #1 2020 BLACK AND WHITE HYBRID POLICE UTILITY INTERCEPTOR</b>	<b>CODE</b>	<b>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.</b>
<b>YES</b>	<b>NO</b>			
		Police Utility Interceptor	K8A	
		50 State Emissions	425	
		3.3L V6 Direct Injection Hybrid (AWD)	99W	
		Ten Speed Transmission Column Shifter	44B	
		500A Equipment Group	500A	
		Agate Black	UM	
		Black Cloth Front Bucket Seats, Vinyl Rear Seat	96	
		Level IV Front, Driver / Passenger Ballistic Door Panels	90G	
		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	

<b>COMPLY</b>		<b>CONTINUED PROPOSAL ITEM #1 2020 BLACK AND WHITE HYBRID POLICE UTILITY INTERCEPTOR</b>	<b>CODE</b>	<b>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.</b>
<b>YES</b>	<b>NO</b>			
		Front Warning Auxiliary Lamps	21L	
		Rear Auxiliary Lift Gate Lights	43A	
		Red/White Dome Lamp	17T	
		Dark Car Feature, Disables Courtesy Lamps	43D	
		Aux Air Conditioner	17A	
		Keyed Alike 1284X	59B	
		Door Lock Plunger Hidden/rear Door Locks Inoperable	52P	
		Front License plate bracket	153	
		Noise Suppression Bonds	60R	
		Priced DORA	C09	
		On Demand Camera	19V	
		Perimeter Alert	68B	
		Pre Collision Assist	76P	
		COV Required	79V	
<b>Projected delivery date after awarded:</b>				
<b>All other Standard and Safety Equipment Included With No Deletions</b>				

<b>Proposal Item # 1</b>	<b>2020 BLACK AND WHITE HYBRID POLICE UTILITY INTERCEPTOR</b>
Engine Option – Hybrid Option	
Quantity	
Proposal Price	
Doc Fee	
Tire Fee	
Three (3) sets of keys	
San Mateo County, Menlo Park, Sales Tax Currently 8.75%	
Delivery Fee	
Total Price for one (1) vehicles	
Total Price for one (1) vehicles price in words	

**Quotes must be honored through August 31, 2019.**

**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 Proposal 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.**

**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 Proposal 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 Proposal Document, and I am duly authorized to commit my company to sell goods or perform services specified herein. I understand by signing this Proposal 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 Proposal is firm for 90 days from the due date identified in the Schedule of Events of this Proposal.

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 Proposal must be completed and signed by a company principal or officer. All completed forms must be returned with the Proposal response. Proposals submitted without the Required Forms may be deemed as non-responsive and may be rejected. In order to maintain uniformity, Proposal 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 Proposal 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 Proposals in whole or in parts and may waive informalities in the process. The contents of the Proposal 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 Proposals submitted; therefore, the Proposal 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 Proposals at its discretion;
- Cancel the entire Proposal;
- Waive any minor errors or informalities in any Proposal to the extent permitted by law.

### 14. TERMS AND CONDITIONS

a) Addendum to the Proposal – If it becomes necessary to revise any part the Proposal, an addendum will be posted on the City’s website. If an answer materially affects the Proposal, 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 Proposal 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 Proposal 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 Proposal 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, and 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 Proposals submitted; therefore, the Proposal 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 Proposal – Any Proposals received after the due date and time specified in this Proposal 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 Proposal 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 Proposal, all materials received relative to general service Proposals become public information and are available for inspection. Professional service Proposals become public upon award of contract. The City reserves the right to retain all Proposals submitted, whether or not the Proposal was selected or judged to be responsive.

n) Rejection of Proposals – This Proposal 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 Proposals without penalty, to waive irregularities in any Proposal response or in the Proposal procedures, and to be the final judge in determining a responsive and responsible Proposal.

The City reserves the right, at its sole discretion, to reject any or all Proposals that include items not specified, incorrect specifications and/or scope of services, incomplete schedule of required items, additional terms and conditions, and Proposals that are not responsive to the published specifications and/or scope of services. Proposals received by telephone, email or facsimile will be considered non-responsive and will be rejected. Proposals offering less than 90 days for acceptance from the published closing date may be considered non-responsive and may be rejected.

o) Signatures – Proposal responses must be signed in longhand by the Bidder with his/her usual signature in the designated areas within the Proposal documents. Submission of

Proposals must be signed by any and all representatives legally authorized to contractually bind the Corporation.

p) Withdrawal of Proposals – Proposal 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 Proposal to be withdrawn from the Proposal 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 Proposal 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 Proposals.

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

Responsive Proposal means a Proposal, 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 Proposals.