



NOTICE TO BIDDERS

Notice is hereby given, that bids will be received until **11:00 A.M., Friday, January 20, 2017** at which time a review will commence:

SIX (6) EA. K8A 2017 FORD UTILITY INTERCEPTOR AWD BASE

All bidders are hereby referred to the bidding instructions, general provisions, specifications, and terms and conditions in this RFQ. For further information contact the Purchasing Division by email.

Physical Location/Mailing Address:

City of Chula Vista
Finance Department/Purchasing Division
Bldg. "A"
276 Fourth Avenue
Chula Vista, CA 91910

Telephone (619) 409-5959
Fax (619) 691-5174
Email address: vdelacruz@chulavistaca.gov

All quotes must be submitted electronically through PlanetBids, prior to date and time set for the bid opening and review.

BIDS RECEIVED AFTER THE TIME SET WILL NOT BE CONSIDERED

The City Reserves the right to reject any or all bids or any portion of any bid, or to waive any irregularities or informalities in the bids or in the bidding process.

Questions must be submitted through PlanetBids by 2:00 P.M., Tuesday, January 10, 2017. Answers will be posted by 3:00 P.M., Thursday, January 12, 2017.

Prospective bidders must register on the City's website at.

http://www.chulavistaca.gov/City_Services/Administrative_Services/Finance/Default.asp

Go to Vendor Registration and follow the instructions. Choose category 07100, Automobiles, School Buses, SUV'S and Vans and 07200, Trucks, Including Diesel, Gasoline, Electric, and Hybrids when registering. Bid specifications and submittal instructions can be found under RFQ number Q10-16/17.

Victor De La Cruz
Sr. Procurement Specialist

Dated: January 6, 2016



BID SPECIFICATIONS

The bidder, hereinafter sometimes called contractor or vendor, submits a bid and offers to enter into this contract with the City of Chula Vista, hereinafter called City, this 6th day of January 2017 as follows:

This bid and offer, subject to the specifications, terms and conditions, and general provisions herein, when duly accepted by the City shall constitute the contract between parties. In consideration of the payments to be provided by the City and in accordance with the conditions expressed in the bid forms and specifications included in this bid and by this reference incorporated herein, contractor agrees to furnish the vehicles as specified to the City of Chula Vista.

Please upload the attached Specifications "A" through PlanetBids with any additional information you may want to include related to the vehicle. Attach as many sheets of additional information as required, however do not make changes to attachments other than the requested information. If you are unable to upload the attachments to PlanetBids you can email them to vdelacruz@chulavistaca.gov once your bid is posted.

Vehicles pricing and availability information requested on the following items:

Item1. (Attached)

K8A 2017 FORD UTILITY INTERCEPTOR AWD BASE (Specification "A")



GENERAL CONDITIONS

Award

Award may be made by item, groups of items, or as a lot as may be in the City's overall best interest.

Delivery Instructions

Vehicle shall be delivered complete and ready for operation. The successful vendor will be required to process the necessary paperwork on behalf of the City of Chula Vista to register the vehicle with the California Department of Motor Vehicles. The City of Chula Vista is exempt from payment of registration fees, and the vehicle will receive exempt license plates. Three (3) sets of keys shall be provided for the vehicle at no additional cost to the City. Vehicle shall be completely lubricated and fueled. In addition, all pre-delivery checks, services, and break-in shall have been performed.

State length of delivery time after receipt of order in space indicated on the Bid Form Pricing Sheet. Excessive delivery time, as determined solely by the City, may be grounds for rejection of bid.

FOB Point

Prices quoted shall be FOB Destination. Final destination will be identified prior to the creation of the purchase order. All vehicles will be delivered to the City's outfitting contractor. The destination will be within 25 miles of the address identified below.

City of Chula Vista
Attention: Fleet Manager
Public Works/Fleet Operations
1800 Maxwell Rd.
Chula Vista, CA 91911

Firm Prices

Prices shall remain firm for vehicles specifically listed for a minimum of ninety (90) days from the bid opening date.

PUBLIC DISCLOSURE

All proposals submitted in response to this RFQ become the property of the City and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255.

A cover letter should be provided with the Request for Bid containing a paragraph that states whether or not Vendor believes that its proposal does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not Vendor considers such information to be confidential.

In the absence of a declaration, the City may be obligated to disclose the proposal to any party that requests it. Regardless of assertions of confidentiality, proposal contents may still be disclosed if City, or a court with jurisdiction, determines that such proposal is a public record requiring disclosure.



Payment Terms

Terms: _____% _____ Days

Prompt payment discounts offered for less than fifteen (15) days will *not* be considered in evaluating bids for award. However, discounts offered of less than fifteen (15) days will be taken if payment is made by the City within the discount period. In the absence of terms, payment shall be Net Thirty (30) Days.

Public Agency Participation

Other public agencies (e.g. city, county, public corporation, political subdivision, school district, or water authority) may want to participate in any award as a result of this bid. The City of Chula Vista shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the successful bidder. This option will *not* be considered in bid evaluation. Please indicate whether this will be granted.

Yes _____ No _____

Alternate Fuel Option

The City of Chula Vista is committed to purchasing clean fuel vehicles when economically feasible. As a result, alternate fuel options may be submitted as a separate attachment. Price, availability, and warranty information should be provided. The City will evaluate alternate fuel options presented, and reserve the right to purchase alternate fuel vehicles when in the City's best, overall, interest.

Business License

Chula Vista Municipal Code Section 5.02.020 requires all vendors doing business with the City to obtain a Business License.

Signature

Date

This page must be completed and returned with quote.



PROPOSAL & OFFER TO CONTRACT

The respondent, herein sometimes called consultant, contractor, vendor, or supplier submits a proposal and offers to enter into a contract with the City of Chula Vista, herein called City, this March 23, 2016 as follows:
 This Proposal & Offer to Contract, subject to the specifications, terms and conditions, and General Provisions herein, when duly accepted by the City shall constitute a contract between the parties.
 In consideration of the payments to be provided by the City, and in accordance with the conditions expressed in the proposal forms and specifications attached, and by this reference incorporated herein, Consultant agrees to furnish Vehicles as specified.

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

EMAIL ADDRESS _____

TELEPHONE _____ FAX _____

PRINT NAME _____ TITLE _____

SIGNATURE _____ DATE _____

City of Chula Vista:
(If required)

Approved by: _____ Date: _____
Gary Halbert, City Manager

Approved as to form and legality:

Glen R. Googins, City Attorney

This page must be completed and returned with quote.



BID GENERAL PROVISIONS

Please Read Carefully

These Provisions Are a Part of Your Bid and any Contract Awarded

The bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Chula Vista specifications for the prices quoted.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid, request for proposal, or request for quotation. A bidder may also be referred to as consultant, contractor, supplier, or vendor.

1. Prices

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error; the person signing the bid must initial corrections in ink.

Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices, except when the bidder clearly indicates that the total price for all items bid is based on consideration of being awarded the entire lot and that an adjustment of the total price is being made in consideration of receiving the entire bid.

2. Bidder's Security

A bid deposit in an amount equal to at least 10% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's check, a certified check made payable to the City of Chula Vista, or a bidder's bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of California. The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

3. Items Offered

If the item offered has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state or equal.

4. Brand Names

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. An equivalent (or equal) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder's responsibility to provide, at bidder's expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.



5. Samples

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples within forty-eight (48) hours upon request and at no additional cost to the City

6. Verify Quotations

Prices shall be verified prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

7. Firm Prices

Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of Chula Vista shall receive the benefit of such decline.

8. Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

9. Late Bids, Modifications, or Withdrawals

- (a) Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered unless receipt is before the contract is awarded and the City determines that late receipt was due solely to City error.
- (b) Modification of a successful bid that makes the terms of the bid more favorable to the City will be considered at any time.

10. Mistake in Bid

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by modifying or withdrawing the bid in accordance with Items 8 and 9 above.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to bidder, bidder may request consideration be given to modifying the bid if it remains the lowest bid or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Purchasing Agent is final as regards acceptance or rejection of requests for correction of bids.
- (c) A mistake in bid cannot be considered once a purchase order or contract is issued.

11. Signature

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

12. No Bids

If no bid is to be submitted, the bid should be marked No Bid and returned to maintain the bidder's name in the vendor file for future solicitations. A letter or postcard may be submitted. If a bidder fails to respond to a reasonable number of bids without returning a No Bid, the Purchasing Agent reserves the right to delete the bidder from the vendor file for future solicitations.



13. Alternative Proposals

To be responsive to the bid, bidder must submit a proposal that meets all specific bid requirements. Once bidder has proposed a product which is responsive to the specification, bidder may include with the bid any additional proposals or alternative products that bidder believes can meet or exceed the City's requirements and that may offer additional advantages, benefits, or cost savings. The City reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when in the best interests of the City. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the City.

14. Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

15. Quality

Unless otherwise required in the specifications, all goods furnished shall be new and unused.

16. Litigation Warranty

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of California and approved by The City of Chula Vista in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

17. Royalties, Licenses and Patents

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

18. Performance Standards

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

19. Warranties

- (a) All material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for at least twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception
- (b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable



to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. City may require bidder to post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

20. Addenda

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued may render the bid invalid and result in its rejection.

21. Specifications to Prevail

The detailed requirements of the specifications shall supersede any conflicting reference in these General Provisions that are in conflict therewith.

22. Taxes

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City and County Sales Taxes. Do not include this tax in the amount bid. However, tax is to be added by the successful bidder to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of bids.

23. Conflict of Interest

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Agent. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

24. Gratuities

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

25. Faithful Performance Bond

Successful bidder may be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do



business in the State of California and approved by the City of Chula Vista, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond or deposit shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

26. Insurance

Bidder shall provide proof of liability and property damage insurance prior to performance of duties. Coverage shall be from a company authorized to transact business in the State of California and shall be in an amount not less than \$1,000,000 combined single limit (CSL), unless otherwise specified. The City of Chula Vista shall be named as an additional insured and thirty (30) days notice of cancellation shall be indicated. Worker's Compensation coverage for each employee engaged in work on City premises is required. Bidder is solely responsible for all insurance premium payments.

27. Indemnification

Bidder shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of this agreement and/or bidder's performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the City, its officers, employees or agents.

28. Award of Contract

- (a) Bids will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to the City. The City will, however, consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) For the purpose of evaluating bids for multiple awards, the sum of \$100.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded under this solicitation, and individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.
- (e) Upon acceptance by the City of Chula Vista, the solicitation, bid, proposal, or price quotation and a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Provisions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause 28 or any related integrated agreement.



29. Bid Results

To obtain bid results, either (1) attend bid opening or (2) referencing bid number a bid tabulation will be emailed to you upon verification of extensions or (3) visit the Purchasing Department no sooner than three (3) working days after bid opening to review bid tabulation. Due to time constraints, bid results cannot be given out over the phone.

30. Protests

Protests by unsuccessful bidders to the selection for award shall be submitted in writing to the Purchasing Agent no later than ten (10) calendar days after award recommendation. The unsuccessful bidder shall have the right to appear at the City Council to protest any award to be confirmed by Council. Failure to submit a timely written protest to the Purchasing Agent shall bar consideration of such protest.

31. Documentation

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option the bid bond may be attached for damages suffered.

32. Discounts

- (a) Prompt payment discounts offered for payment within less than fifteen (15) calendar days will not be considered in evaluating bids for award. However, offered discounts of less than 15 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

33. Seller's Invoice

Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

34. Inspection and Acceptance

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

35. Lost and Damaged Shipments

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.



36. Late Shipments

Bidder is responsible to notify the City department receiving the items and the Purchasing Agent of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

37. Document Ownership

- (a) All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.
- (b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this contract shall be the property of the City, and all patents or copyrights shall be assigned to City, unless otherwise agreed. Bidder agrees that City may make modifications to computer software furnished by bidder without infringing bidder's copyright or any license granted to City.

38. Advertisements, Product Endorsements

City employees and agencies or organizations funded by the City of Chula Vista are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Chula Vista has endorsed their product or service without the Purchasing Agent's prior written approval.

39. City Provisions to Prevail

Except as indicated in the specifications, the City's standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor. To the extent not otherwise provided for by the contract documents, the California Commercial Code shall apply.

40. Invalid Provisions

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

41. Amendments and Modifications

The Purchasing Agent may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.



42. Assignment

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

43. Disputes

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Agent shall be final and conclusive, unless bidder requests mediation within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Agent's decision.

44. Mediation

Should an unresolved dispute arise out of this agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within thirty (30) days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a Blindfold@ process.

The cost of mediation shall be borne equally by both parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than sixty (60) days, unless the maximum time is extended by both parties.

45. Lawful Performance

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

46. Business License

Chula Vista Municipal Code Section 5.02.020 requires all vendors doing business with the City to obtain a Business License. Section 5.02.20 states: *It is unlawful for any person, or for any person as agent, clerk or employee, either for himself or for any other person, within the corporate limits of the City, to transact, engage in, or carry on any business, show, exhibition or game hereinafter specified without first having procured a license.*

47. Annual Appropriation of Funds

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term, and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Purchasing Agent is



aware of the non-appropriation of funds. However, failure to notify does not renew the term of the lease or contract. The City has no monetary obligation in event of termination or reduction of a term contract since such contracts represent estimated quantities and is not funded as a contract except to the extent of the Purchase Orders issued.

48. Extension

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

49. Debarment

The Purchasing Agent may recommend to the City Council that the person or business be debarred from consideration for award of contracts. The period of debarment will be contingent upon the severity of cause. Causes for debarment include:

- (a) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty
- (b) Violation of contract provisions which is regarded by the Purchasing Agent to be so serious as to justify debarment action, including:
 - (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts;
 - (3) Two or more claims of computational error in bid submission within a two year period.
- (c) Debarment by another governmental entity.
- (d) Any other cause the Purchasing Agent deems to be so serious and compelling as to affect responsibility as a City bidder. A bidder may be permanently debarred for the following causes:
 - (1) Collusion in bidding.
 - (2) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a contract or subcontract with the City of Chula Vista or in the performance of such contract or subcontract.
 - (3) Conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals.

50. Termination

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

51. Venue

This agreement shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the County of San Diego.



2017 FORD UTILITY INTERCEPTOR

QUOTE NUMBER RFQ Q10-16/17

January 6, 2017

SPECIFICATIONS "A"

SPECIFICATIONS ON CALL FOR BIDS FOR: **K8A 2017 FORD UTILITY INTERCEPTOR AWD BASE**

Quantity of material and delivery point: Multiple **K8A 2017 FORD UTILITY INTERCEPTOR AWD BASE** to be delivered to the City of Chula Vista's outfitting contractor. Destination to be determined and will be within 25 miles of the City's Fleet Management Division located at, 1800 Maxwell Rd., Chula Vista, California, 91911.

I. GENERAL

The purpose of these specifications is to describe a **K8A 2017 FORD UTILITY INTERCEPTOR AWD BASE** to be used by the City of Chula Vista for police related business.

II. TECHNICAL SPECIFICATIONS, MINIMUM:

Item Description	Vendor Proposal
<p>Code Description <i>K8A 2017 Ford Utility Police Interceptor AWD Base</i></p> <p><i>Interior: CHARCOAL BLACK</i></p> <p><i>Exterior 1: BLACK</i></p> <p><i>Exterior 2: FRONT DOORS and ROOF OXFORD WHITE</i></p>	
<p>PACKAGES <i>500A Order Code 500A OPT</i></p> <p><i>(99R) Engine: 3.7L V6 Ti-VCT FFV; (44C) Transmission: 6-Speed Automatic; (STDAX) 3.65 Axle Ratio</i></p> <p><i>(STDGV) GVWR: 6,300 lbs; (STDTR) Tires: P245/55R18 AS BSW</i></p> <p><i>(STDWL) Wheels: 18" x 8" 5-Spoke Painted Black Steel : Includes center caps and fullsize spare</i></p> <p><i>(9) Unique HD Cloth Front Bucket Seats w/Vinyl Rear : Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks</i></p> <p><i>(STDRD) Radio: MyFord AM/FM/CD/MP3 Capable : Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i></p>	
<p>POWERTRAIN <i>99R Engine: 3.7L V6 Ti-VCT OPT</i> <i>44C Transmission: 6-Speed Automatic INC</i> <i>STDAX 3.65 Axle Ratio INC</i> <i>STDGV GVWR: 6,300 lbs INC</i></p>	
<p>WHEELS & TIRES <i>STDTR Tires: P245/55R18 AS BSW INC</i> <i>STDWL Wheels: 18" x 8" 5-Spoke Painted Black Steel INC</i></p>	



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<p><i>Includes center caps and full size spare.</i></p>	
<p>SEATS & SEAT TRIM <i>9 Unique HD Cloth Front Bucket Seats w/Vinyl Rear INC Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks</i></p>	
<p>OTHER OPTIONS <i>113WB 113" Wheelbase STD</i></p> <p><i>PAINT Monotone Paint Application STD</i></p> <p><i>STDRD Radio: MyFord AM/FM/CD/MP3 Capable INC Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i></p> <p><i>86P Front Headlamp/Police Interceptor Housing Only OPT Includes pre-drilled hole for side marker police use, does not include LED installed</i></p> <p><i>lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)</i></p> <p><i>86T Tail Lamp/Police Interceptor Housing Only OPT</i></p> <p><i>Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).</i></p> <p><i>153 Front License Plate Bracket OPT</i></p> <p><i>43D Dark Car Feature OPT Courtesy lamps and chimes disabled when any door is opened.</i></p> <p><i>17T Red/White Dome Lamp in Cargo Area OPT</i></p> <p><i>51S Dual (Driver & Passenger) LED Spot Lamps (Unity) OPT</i></p> <p><i>76D Deflector Plate OPT</i></p> <p><i>87R Rear View Camera OPT</i></p> <p><i>Electrochromic Rear View Mirror : Video is displayed in rear view mirror. Note: This option would replace the camera that comes standard in the 4" center stack area. Camera can only be displayed in the 4" center stack (standard) OR the rear view mirror (87R).</i></p> <p><i>53M SYNC Basic (Voice-Activated Communications System) OPT Includes single USB port and single auxiliary audio input jack.</i></p> <p><i>61S 4 Remappable Steering Wheel Switches w/SYNC OPT</i></p> <p><i>68G Rear-Door Handles Inoperable/Locks Inoperable OPT</i></p> <p><i>18W Windows - Rear-Window Power Delete OPT Operable from front driver side switches.</i></p> <p><i>85R Rear Console Plate OPT</i></p>	



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<p>59B Keyed Alike - 1284x OPT</p> <p>76R Reverse Sensing OPT</p> <p>60R Noise Suppression Bonds (Ground Straps) OPT</p>	
<p>INTERNAL OPTIONS</p> <p>PNTTBL Paint Table : Primary OPT</p>	
<p>INTERIOR COLORS FOR : PRIMARY</p> <p>9W Charcoal Black OPT</p>	
<p>EXTERIOR COLORS FOR : PRIMARY</p> <p>Black</p> <p>YZ Oxford White OPT Front Doors and Roof</p>	
<p>Powertrain</p> <p>300hp 3.7L DOHC 24 valve V-6 engine with variable valve control, SMPI</p> <p>Recommended fuel : regular unleaded</p> <p>Emissions Type: ULEV II</p> <p>6 speed automatic transmission with overdrive</p> <p>All-wheel drive</p> <p>Fuel Economy City: 16mpg</p> <p>Fuel Economy Highway: 21mpg</p> <p>Fuel Tank Capacity: 18.6gal</p>	
<p>Suspension/Handling</p> <p>Front independent strut suspension with anti-roll bar, gas-pressurized shocks</p> <p>Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks</p> <p>Electric power-assist rack-pinion steering</p> <p>Front and rear 18" x 8" black steel wheels with hub covers</p> <p>P245/55WR18.0 BSW AS front and rear tires</p>	
<p>Body Exterior</p> <p>4 doors</p> <p>Level III Ballistic Door Panels - Driver and passenger front-doors only. Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr). Designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g. <u>MUST PROVIDE SEPARATE PRICE FOR THIS OPTION CITY WILL DETERMINE IF THIS OPTION IS ADDED WHEN THE PURCHASE ORDER IS ISSUED.</u></p> <p>90GOPTBallistic Door-Panels (Level IV+) Driver and passenger front-doors only. Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g and 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr) <u>MUST PROVIDE SEPARATE PRICE FOR THIS OPTION</u></p>	



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<p><u>CITY WILL DETERMINE IF THIS OPTION IS ADDED WHEN THE PURCHASE ORDER IS ISSUED.</u></p> <p><i>Driver and passenger power remote door mirrors</i></p> <p><i>Black door mirrors</i></p> <p><i>Rear lip spoiler</i></p> <p><i>Body-colored bumpers</i></p> <p><i>1 skid plate</i></p> <p><i>Clear coat paint</i></p>	
<p>Convenience</p> <p><i>Manual air conditioning with air filter</i></p> <p><i>Cruise control with steering wheel controls</i></p> <p><i>Power windows</i></p> <p><i>Driver and passenger 1-touch down</i></p> <p><i>Driver and passenger 1-touch up</i></p> <p><i>Power door locks</i></p> <p><i>Manual tilt steering wheel</i></p> <p><i>Day-night rearview mirror with auto-dimming</i></p> <p><i>Power adjustable pedals</i></p> <p><i>Wireless phone connectivity</i></p> <p><i>2 1st row LCD monitors</i></p> <p><i>Dual visor vanity mirrors</i></p> <p><i>Driver and passenger door bins</i></p>	
<p>Seats and Trim</p> <p><i>Seating capacity of 5</i></p> <p><i>Front bucket seats</i></p> <p><i>8-way (6-way power) driver seat adjustment</i></p> <p><i>Manual driver lumbar support</i></p> <p><i>Power height adjustable driver seat</i></p> <p><i>4-way passenger seat adjustment</i></p> <p><i>60-40 folding rear split-bench seat</i></p> <p><i>Cloth seat upholstery</i></p> <p><i>Metal-look instrument panel insert</i></p>	
<p>Entertainment Features</p>	



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<p><i>AM/FM stereo radio</i></p> <p><i>Single CD player</i></p> <p><i>MP3 decoder</i></p> <p><i>SYNC external memory control</i></p> <p><i>Steering wheel mounted radio controls</i></p> <p><i>6 speakers</i></p> <p><i>Integrated roof antenna</i></p>	
<p>Lighting, Visibility and Instrumentation</p> <p><i>LED low beam aero-composite headlights</i></p> <p><i>Variable intermittent front windshield wipers</i></p> <p><i>Speed sensitive wipers</i></p> <p><i>Fixed interval rear windshield wiper</i></p> <p><i>Rear window defroster</i></p> <p><i>Fixed rearmost windows</i></p> <p><i>Deep tinted windows</i></p> <p><i>Front and rear reading lights</i></p> <p><i>Tachometer</i></p> <p><i>Low tire pressure warning</i></p> <p><i>Trip computer</i></p> <p><i>Parking sensors</i></p> <p><i>Trip odometer</i></p> <p><i>Rear camera</i></p>	
<p>Safety and Security</p> <p><i>4-wheel ABS brakes</i></p> <p><i>Brake assist</i></p> <p><i>4-wheel disc brakes</i></p> <p><i>AdvanceTrac w/Roll Stability Control electronic stability</i></p> <p><i>ABS and driveline traction control</i></p> <p><i>Dual front impact airbag supplemental restraint system</i></p> <p><i>Dual seat mounted side impact airbag supplemental restraint system</i></p> <p><i>Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system</i></p> <p><i>Airbag supplemental restraint system occupancy sensor</i></p>	



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<p><i>Power door locks</i></p> <p><i>Manually adjustable front head restraints</i></p>	
<p>Specs and Dimensions</p> <p><i>Engine displacement: 3.7L</i></p> <p><i>Engine horsepower: 300hp @ 6,250RPM</i></p> <p><i>Engine torque: 280 lb.-ft. @ 4,500RPM</i></p> <p><i>Bore x stroke : 3.76" x 3.41"</i></p> <p><i>Compression ratio: 10.80:1</i></p> <p><i>Gear ratios (1st): 4.48</i></p> <p><i>Gear ratios (2nd): 2.87</i></p> <p><i>Gear ratios (3rd): 1.84</i></p> <p><i>Gear ratios (4th): 1.41</i></p> <p><i>Gear ratios (5th): 1.00</i></p> <p><i>Gear ratios (6th): 0.74</i></p> <p><i>Gear ratios (reverse): 2.88</i></p> <p><i>Curb weight: 4,639lbs.</i></p> <p><i>GVWR: 6,300lbs.</i></p> <p><i>Towing capacity: 2,000lbs.</i></p> <p><i>Exterior length: 197.1"</i></p> <p><i>Exterior body width: 78.9"</i></p> <p><i>Exterior height: 69.2"</i></p> <p><i>Wheelbase: 112.6"</i></p> <p><i>Front track: 67.0"</i></p> <p><i>Rear track: 67.0"</i></p> <p><i>Turning radius: 19.4'</i></p> <p><i>Min ground clearance: 6.5"</i></p> <p><i>Max ground clearance: 8.5"</i></p> <p><i>Front legroom: 40.6"</i></p> <p><i>Rear legroom: 41.6"</i></p> <p><i>Front headroom: 41.4"</i></p> <p><i>Rear headroom: 40.1"</i></p>	



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<i>Front hiproom: 57.3"</i> <i>Rear hiproom: 56.8"</i> <i>Front shoulder room: 61.3"</i> <i>Rear shoulder room: 60.9"</i> <i>Passenger volume: 118.4cu.ft.</i> <i>Approach angle: 19.7 deg</i> <i>Departure angle: 21.7 deg</i> <i>Interior cargo volume: 48.1cu.ft.</i> <i>Interior cargo volume seats folded: 85.1cu.ft.</i> <i>Interior maximum cargo volume: 85.1cu.ft.</i>	
Lead-time <i>Provide number of estimated days to delivery</i>	

Signature

Date