



**THE CITY OF CHULA VISTA  
REQUEST FOR PROPOSAL  
RFP P14 - 2018**

Notice is hereby given that proposals will be received until 5:00 P.M. on Tuesday, December 18, 2018, Pacific Standard Time (PST), furnishing the City of Chula Vista with:

**SWAT EQUIPMENT VEHICLE**

Prospective respondents are hereby referred to the proposal instructions, general provisions, and terms and conditions contained in this request for proposal. All proposals must be submitted through PlanetBids by the due date and time. Late proposals will not be considered.

**ALL BID RESPONSES SHALL BE COMPLETED VIA THE CITIES ON-LINE PURCHASING PORTAL:**

**<https://www.planetbids.com/portal/portal.cfm?CompanyID=15381> . Response documents may be in Microsoft Word/Excel or PDF format only (PC compatible only).**

Questions related to the proposal must be submitted through Planetbids. Questions must be received by 4:00 pm Monday, December 10, 2018. Answers will be uploaded as an addendum in PlanetBids no later than 5:00 pm Thursday, December 13, 2018. An email will be sent by Planetbids when the responses are released.

The City reserves the right to reject any or all proposals received, any portion of any proposal and to waive any irregularities or informalities in proposals or the RFP process. Any addenda that are issued through this RFP must be signed and returned with your submittal.

No Bid or Performance Bonds will be required.

Alex Ortiz  
Procurement Specialist



## Schedule

Activity	Date
RFP Posted to PlanetBids	December 5, 2018
Question Submittal through PlanetBids	December 10, 2018 no later than 4:00 p.m.
Response to Questions Released	December 13, 2018 no later than 5:00 p.m.
RFP Response and Proposal Due	December 18, 2018 no later than 5:00 p.m.
Selection of Proposal	January 2019
Council Adoption	February 2019
Order Placement	February 2019

## Statement of Purpose

The City of Chula Vista is seeking proposals from qualified fabricators of specialty vehicles for the following proposal:

### **SWAT Equipment Vehicle**

If approved by City Council or authorized Purchasing Agent, the manufacturer will accept a City purchase order as a binding obligation from the City to commence fabrication of proposed specialty vehicle with a delivery date no later than 11 months from purchase order date.

## Scope of Work

The City of Chula Vista Police Department is seeking design proposals for a SWAT Equipment Vehicle that provides the best functionality and value to meet the needs of the police department. The City is providing technical specification of what it would like to have included in the submitted proposals, but it should not be considered an exhaustive list. This apparatus is an emergency vehicle for law enforcement and will need to be equipped with emergency lighting and siren. We are relying on the knowledge and expertise of specialty vehicle fabricators with this apparatus type experience to propose the best solution to meet the needs of the Police Department.

*Proposals must include detailed specifications of the buildout and how it meets or exceeds the City's specifications identified in this RFP to allow for in-depth comparison. Any proposal received that does not comply with this requirement will be considered non-responsive and eliminated from further consideration.*

The City will only consider proposals and designs that have a box truck configuration. Our definition of a box truck is a cab on chassis truck with a detached enclosed cuboid-shaped cargo area. The cabin is separate to the cargo area. To include a conventional cab, the engine in the front of the steering wheel, the cab should have a "nose". The driver should not be seated over the engine. A picture has been provided for demonstration purposes only.



*Figure 1: Demonstration Purposes Only*

The completed apparatus shall have a maximum 26,000 lbs GVWR, complete with air ride rear suspension and hydraulic brakes. Total length bumper to bumper cannot exceed 35 feet and overall height cannot exceed 12 feet and no commercial driver's license (CDL) shall be required to operate the vehicle. Design should accommodate a minimum of 24 operators and their equipment.

Fabricator shall provide as part of their proposal detailed scaled drawings showing overhead, curb-side, street-side, front, rear and interior views. Proposals shall also include the length of time to fabricate this vehicle and the cost of delivery to 1800 Maxwell Road, Chula Vista, CA 91911. Submissions must also include itemized cost for user training and orientation on vehicle systems. At a minimum 4 hours of on-site orientation and training on how to operate: the generator, leveling systems, electrical panel, HVAC operation, audio/video systems not to include programming, security alarm and awning operation to mention a few. Please reference specifications, *Attachment A* for further details.

## Proposal Form and Content

To assist us in the evaluation process, the following information is **required** in your proposal:

- 1) Cover letter
- 2) Vendor Information – Provide information about your company/firm including:
  - a. Location
  - b. Number of years in business, Certifications, Insurance
  - c. Manufacturing process
  - d. Customer Service during fabrication and after product delivery
- 3) Specification details of your design using attached sample format, *Attachment B*
- 4) Provide detailed scaled drawing showing interior, overhead, curb-side, street-side, front and rear views.
- 5) Pricing Sheet - Itemized as follows: Base price, CA Sales Tax, Tire Fee, Training, Delivery, Optional Item Pricing.
- 6) Experience – Provide information on similar to like apparatus you have fabricated.
- 7) Client References:



- a. Provide a list of three to five of your customers for whom you have built a similar apparatus.
- b. For each client please provide the client name, mailing address, contact name, telephone number, email and type of apparatus provided.

**Please return the following signed documents with your proposal:**

1. Signed and Initialed Specifications sheet
2. Page 2 of the General Conditions
3. Proposal and Offer to Contract
4. Signed Addendums

**Additional Information**

- A. The City reserve the right to amend, alter, or revoke this Request for Proposal at or before the due date and time of proposal. Any modifications, clarifications, or additions will be distributed via email as an addendum through PlanetBids.
- B. If, in the course of the Request for Proposal process or in the administration of the resulting contract, the City determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, contractor may be terminated from the Request for Proposal process or in the event a contract has been awarded, the contract may be immediately terminated.
- C. The City will not be liable for any costs associated with the preparation or transmittal of any proposal or material submitted in response to this RFP. The City is not obligated to explain any deficiencies in a proposal, nor accept requests for justification from bidders not selected. All responses and documentation become the property of the City.
- D. The City reserves the right to conduct interviews or require oral presentations of any or all contractors prior to selection.
- E. The Contractor shall furnish additional information as the City may reasonably require. The City reserve the right to make investigation of the qualifications of the contractor, as deemed appropriate.
- F. By submitting a proposal, contractor certifies that he/she has fully read and understands the Request for Proposal and has full knowledge of the scope, nature, quantity and quality of service to be performed.
- G. If the Contractor does not execute a contract with the City within sixty (60) days after notification of award, the City may give notice to the Contractor of the City's intent to select from the remaining contractors or to call for new proposals, whichever the City deems appropriate.
- H. Proposals should expressly state that the offer, including all pricing proposals, will remain in effect through the duration of the contract.



- I. The information contained in this RFP is given solely for the purpose of inviting parties to prepare proposals for stated services and is to be kept confidential during the period of proposal development and thereafter. The City will keep propriety information contained in the submitted responses confidential unless disclosure is required in response to a proper request under the California Public Records Act, California Government Code Section 6250 or required by court order.
- J. The City is under no obligation to award this project and under no obligation to award this project to the proposal that represents the lowest cost. The contract may be awarded on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.
- K. The City reserve the right to reject any or all proposals or to accept any proposal deemed to be in its best interest. All answers supplied to questions asked in this RFP are subject to verification. Misleading and inaccurate answers will be grounds for disqualification at any stage in the evaluation and procurement process.
- L. Submitting vendors whose proposals are not accepted will be notified after the successful firm has been selected and notified.
- M. The City may, by written notice of default to the vendor, terminate any services resulting from this Contract in whole or in part should the Contractor fail to make satisfactory progress, fail to deliver within the time specified herein or fail to deliver in strict conformance to specifications and requirements set forth herein. In the event of such termination, the Contractor shall return all City' data and files within ten (10) days of request and the City reserves the right to purchase or obtain the services elsewhere, and the defaulting Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price.
- N. In the event the City should prevail in any litigation brought by either party, to enforce any provisions of this proposal, the contractor shall pay to the City the cost and attorney fees incurred pursuant to said litigation.
- O. The contractor will have thirty (30) calendar days from "Notification of Selection" in which to provide required insurance forms and bond as outlined in the Standard Professional Services Agreement (Attachment D) and to provide three (3) signed copies of the agreement. The City will provide the contractor with three (3) sets of the Agreement of which all sets must be executed and returned promptly. Services may not commence until the Agreement is fully executed and approved by City Council.



## Evaluation Criteria

City Purchasing Agent and or appointee will evaluate proposals submitted. During the evaluation process, the City of Chula Vista reserves the right to request additional information or clarification from vendors responding to this RFP. The contract may be awarded based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and proposals that present the best over-all value for the City. All proposals deemed responsive by the Purchasing Agent will be evaluated using the following criteria (listed in no particular order of importance or value of rating).

- ) Design, Specification details, quality of materials and fabrication
- ) Customer Support: During Fabrication and Post Delivery
- ) Apparatus base cost, sales tax, tire fee, Delivery Charge, Training Cost
- ) Experience as related to this request
- ) Client reference information

The City reserves the right to determine the value and importance of the ranking criteria at its sole discretion.

The objective is to evaluate and substantiate how the proposal meets the requirements of the City and to rank the proposals from least qualified to the most qualified in meeting the City's needs for this project.

Each vendor will be evaluated based on capabilities described in its written proposal. The vendor that best matches or exceeds the City of Chula Vista's objectives may be selected



## Attachment A: SPECIFICATIONS


FOR: **CVPD Swat Equipment Vehicle**

Delivery point: CVPD Swat Equipment Vehicle 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 CVPD Equipment Vehicle to be used by the City of Chula Vista for police related business. *Responsive proposals must include detailed specifications on how the City’s specifications are met or exceeded using suggested or similar format sample in Attachment B. Vendor shall initial each box specification area acknowledging minimal specifications are met.*

**II. TECHNICAL SPECIFICATIONS, MINIMUM:**

	Item Description	Vendor Initials
<p><b>1</b></p>	<p><b>DESCRIPTION:</b></p> <ul style="list-style-type: none"> <li>) Equipment Truck (Apparatus)</li> <li>) Box Truck design with cabin separate from cargo area.</li> <li>) Conventional Cab: Engine in the front of the steering wheel.</li> <li>) Re-mountable box (cargo) area</li> <li>) No Commercial Driver’s License (CDL) required</li> <li>) Emergency Law Enforcement response vehicle</li> </ul>	
<p><b>2</b></p>	<p><b>CAB AND BOX DESIGN:</b></p>  <p><b>Illustration purposes only</b></p>	
<p><b>3</b></p>	<p><b>TRUCK DIMENSIONS:</b></p> <ul style="list-style-type: none"> <li>) Cab on chassis design such as Freightliner M2 106 or equivalent. For reference and description purposes only.</li> <li>) Overall length of apparatus not to exceed 35’</li> <li>) Overall height of apparatus not to exceed 12’</li> <li>) Maximum 26,000-lb. GVWR with air ride rear suspension and hydraulic brakes</li> </ul>	



December 5, 2018

	<ul style="list-style-type: none"> <li>) Apparatus shall be equipped with a two (2) sets of stabilizing jacks, rated at 25,000 lbs. ea. jack, attached to the chassis frame rails and adjustable from 0" to 20"</li> </ul>	
4	<p><b>ENGINE and DRIVE TRAIN:</b></p> <ul style="list-style-type: none"> <li>) Capable of handling up to 26,000-lb GVWR</li> <li>) Front axle 10,000# minimum capacity such as Detroit DA-F-10.0-3 or equivalent.</li> <li>) Front suspension 10,000# minimum capacity.</li> <li>) Rear axle minimum 19,000# such as Detroit Series 2 or equivalent.</li> <li>) Rear suspension 18,000# minimum capacity.</li> <li>) Rear Axle ratio 4.1:1</li> <li>) Diesel Engine with minimum 260 h.p. and 660 lb/ft torque such as Cummins B 6.7 liter</li> <li>) Must be Automatic Allison Transmission 2500 EVS</li> </ul> <p>Equivalents not to be considered.</p>	
5	<p><b>WARRANTY:</b></p> <ul style="list-style-type: none"> <li>) Minimum of three (3)-year/50,000-mile chassis warranty</li> <li>) Minimum of three (3)-year/unlimited miles engine warranty</li> <li>) Minimum five (5)-year/unlimited miles for transmission warranty</li> </ul>	
6	<p><b>DRIVER / PASSENGER CAB AREA:</b></p> <p>Apparatus should have the following:</p> <ul style="list-style-type: none"> <li>) Driver and passenger Air Ride seats</li> <li>) Power windows driver and passenger doors</li> <li>) Cab shall be equipped with air conditioning and heating system with dash controls</li> <li>) Red/Clear LED dome light with 3-position switches for red/off/white</li> <li>) Back up color camera system with LCD monitor and day/night cameras</li> <li>) Camera should include a microphone for audio commands from a spotter to the driver during backing operations</li> <li>) AM/FM stereo with Bluetooth and speakers</li> <li>) Interior cab outlet to accommodate portable radios and flashlights</li> <li>) Cab should be prewired and make installation provisions for customer supplied radio and chargers</li> <li>) Security Alarm with key fob</li> </ul>	
7	<p><b>BOX AREA (CARGO):</b></p> <ul style="list-style-type: none"> <li>) Load space area shall be a maximum 83" high x 93" wide x 26' long all aluminum re-mountable box</li> <li>) Wall/ceiling beams should be built a minimum 1.5" wide at the top and have 0.125 wall thickness</li> <li>) Box side panels should be rivet free to allow for smooth graphic installation</li> <li>) Box required to have an NPFA tread plate welded roof</li> <li>) Box shall have mounted grab handles at all entry doors</li> <li>) Air-Conditioned cargo area</li> <li>) Electrical control panels mounted in a console</li> <li>) Walls and ceiling to be insulated and have ½ inch sub wall</li> <li>) Wall covering seamless fiberglass reinforced plastic</li> </ul>	





December 5, 2018

	<ul style="list-style-type: none"> <li>) Floor covering seamless non-skid PVC</li> <li>) Box doors to have aluminum covers on interior side</li> <li>) Laminate covered work area</li> <li>) Courtesy lights shall be installed at all entry doors</li> <li>) Curb-side access entry door to the box in addition to the rear entry</li> <li>) LED scene lights on exterior of the box</li> <li>) Roof access ladder</li> <li>) Color coordinated electric awning over curb-side entrance 21' length (passenger side)</li> <li>) 110v power outlet on the roof of vehicle</li> <li>) Minimum standard structural warranty of 5 years or 50,000 miles</li> <li>) Standard component warranty of 12 months or 12,000 miles</li> </ul>	
8	<p><b>GRAPHICS PACKAGE:</b></p> <ul style="list-style-type: none"> <li>) Please provide optional pricing and picture examples on vehicle of each option.</li> </ul>	
9	<p><b>PAINT COLOR:</b></p> <ul style="list-style-type: none"> <li>) Exterior Cab/Box will be white</li> <li>) White in color wall Covering</li> <li>) Black in color flooring</li> <li>) Black in color Chairs</li> </ul>	
10	<p><b>CARGO AREA -BENCH SEAT REQUIREMENTS:</b></p> <ul style="list-style-type: none"> <li>) Apparatus shall have seating to allow for sitting next to partnered cabinets</li> <li>) Seating to accommodate 24 individuals, 12 operators on each side of the vehicle.</li> </ul>	
11	<p><b>CABINETS:</b></p> <p>Cabinets should be built to accommodate a minimum of 24 lockers. The cabinets should include the following:</p> <ul style="list-style-type: none"> <li>) Storage lockers located under the cabinet for storage of 4 Pelican rifle cases approx. dim 44"x14"x6"</li> <li>) Storage drawer, dimensions based on Manufacturers design.</li> <li>) Storage room to fit 4 cases approx. dim 34"x29"x18"</li> <li>) Storage for 3 cases for drones/uplink 16"x20"x18"</li> <li>) Each cabinet will have a safety latch that holds shelf secure during travel and when fully extended</li> <li>) Lockers to be powder coated aluminum</li> <li>) Any additional cabinet and storage space is welcome</li> <li>) Radio charges should be located at the interior work station</li> </ul> <p>Custom gear locker features:</p> <ul style="list-style-type: none"> <li>) No doors</li> <li>) One Fixed Upper Shelf</li> <li>) One (1) Heavy duty hanging bar, per locker</li> <li>) Drip pan</li> <li>) Universal Rail Gun Rack</li> <li>) Nylon web cargo netting to secure items on interior shelves</li> <li>) Individual 110v USB port outlets</li> </ul>	
12	<p><b>RADIO:</b></p> <ul style="list-style-type: none"> <li>) Customer to provide fabricator with radios and antennas for install</li> </ul>	



December 5, 2018

	<ul style="list-style-type: none"> <li>) Remote mount radio with the radio control head mounted in a center console</li> <li>) Radio's transceiver should be mounted inside the console, in not then on the cab back wall as an alternate location</li> <li>) 700/800 mhz antenna to be installed on roof of cab with antenna cable ran to transceiver location</li> <li>) Provide 12v constant 20 amp circuit 10 Ga wire for radio transceiver</li> <li>) Provide 12v acc. 5 amp circuit with 18 ga wires for control head power</li> <li>) Provide 12v constant 5 amp circuit with 18 Ga wires for control head power</li> </ul>	
13	<p><b>ELECTRICAL SYSTEM:</b></p> <ul style="list-style-type: none"> <li>) Apparatus shall be equipped with a commercial quiet diesel generator model of at least 10KW</li> <li>) Generator shall be placed street side to minimize noise</li> <li>) Minimum of two (2) roof top AC units</li> <li>) Shore power connectors rated for 240 Volt and 50 Amps and a 25' 50 Amp shore power cord, installation shall be curb-side rear of the apparatus. (City has the right to modify this location during buildout)</li> <li>) Apparatus should be prewired to accommodate exterior work station curbside and interior work space</li> </ul>	
14	<p><b>COMPUTER NETWORK AND EQUIPMENT:</b></p> <ul style="list-style-type: none"> <li>) Apparatus should be prewired and have installation provisions for customer supplied printer/fax/copier/scanner</li> </ul>	
15	<p><b>EXTERIOR STORAGE COMPARTMENTS:</b></p> <ul style="list-style-type: none"> <li>) Exterior storage compartments should have approximate interior dimensions of up to 24" high x up to 48" wide x 25" deep</li> <li>) Compartments shall have an LED light that illuminates when the door is opened</li> <li>) Compartments shall have a minimum of 400 lb. weight capacity</li> <li>) Exterior tall storage compartment should have approximate interior dimensions of up to 80" high x up to 48" wide x up to 25" deep. Enough room to store EZ-UP, folding table, folding chairs</li> <li>) Exterior tall storage compartment shall be an aluminum roll up door</li> </ul>	
16	<p><b>MISCELLANEOUS OTHER:</b></p> <ul style="list-style-type: none"> <li>) White LED interior ceiling lights</li> <li>) Red LED interior ceiling lights</li> <li>) Exterior area shall have power station, USB ports and HDMI cable options</li> <li>) Min 55" Exterior flat screen TV, compartment with folding shelf and radio</li> <li>) Equipped with battery powered combination Carbon Monoxide and Smoke alarm</li> <li>) 12 x 12 ft White straight legged EZ-up Pop-Up canopy and portable table that can fit in the exterior storage compartment</li> <li>) (1) bullet trap located in a rear curb-side exterior compartment</li> </ul>	



CVPD Swat Equipment Vehicle

RFP NUMBER P14-18/19

December 5, 2018

17	<b>Optional Items:</b> <ul style="list-style-type: none"><li>) Telescoping pneumatic mast with external control switch<ul style="list-style-type: none"><li>o 260 lb. minimum max top load capacity</li><li>o Maximum extended height of at least 25'</li><li>o Nested height not to exceed height of apparatus</li><li>o PTZ Camera capability of at least 1080p</li></ul></li><li>) Generator KW upgrade to 14 KW</li><li>) Roof Storage back area of vehicle.</li></ul>	
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Attachment B: Sample Detailed Specification Format

Please include in your proposal, under Item 3 of Proposal Form and Content, detailed specifications of how our minimal specification requirements are met or exceeded using this or similar format. Provide details on major components and systems.

- 1 TRUCK DIMENSIONS  
(Provide specific details here.)
- 2 CHASSIS SPECS:  
CHASSIS EQUIPMENT:
- 3 ENGINE AND DRIVE TRAIN
- 3.1 ENGINE SPECS:  
ENGINE EQUIPMENT:
- 3.2 TRANSMISSION SPECS:  
TRANSMISSION EQUIPMENT:  
FRONT AXLE AND EQUIPMENT:  
FRONT SUSPENSION:  
REAR AXLE EQUIPMENT:  
REAR SUSPENSION  
BRAKE SYSTEM:  
FRAME:  
FUEL TANKS:  
TIRES:  
WHEELS:
- 5 WARRANTY
- 6 DRIVER/PASSENGER CAB AREA:  
CAB EXTERIOR:  
CAB INTERIOR:  
INSTRUMENT & CONTROLS:
- 7 BOX AREA (CARGO):
- 8 GRAPHICS PACKAGE
- 9 PAINT COLOR
- 10 CARGO AREA BENCH SEATING
- 11 CABINETS
- 12 RADIO
- 13 ELECTRICAL SYSTEM
- 14 COMPUTER NETWORK AND EQUIPMENT
- 15 EXTERIOR STORAGE COMPARTMENTS
- 16 MISCELLANEOUS



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**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. Intentionally left blank**

**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.

(a) **Environmentally Preferable Purchasing (EPP)**

The City of Chula Vista defines Environmentally Preferable Purchasing (EPP) as the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or service that serve the same purpose. With few exceptions, environmentally preferable products shall only be purchased when determined to be cost-effective while considering a true cost during its lifecycle from use, management and disposal. EPP requires attention to numerous environmental considerations, including energy efficiency, postconsumer recycled content, water efficiency, low/zero hazardous substances and responsible manufacturing, to name just a few. Testing and evaluation of environmentally preferable products is one allowable exception and may be requested at any time during the solicitation process.

For more information, please consult the CalRecycle website at: <https://www.calrecycle.ca.gov/epp>.

**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. Intentionally left blank****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) The contract may be awarded to the responsive and responsible proposer on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.
- (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.



**RFP P14-18/19**  
**December 4, 2018**

**Page 1**

## **GENERAL CONDITIONS**

### **Award**

The contract may be awarded to the responsive and responsible proposer on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or entirely this RFP, if it is in the best interest of the City to do so. The City further reserves the right to waive any technicalities or minor irregularities in bids received. The City may require the selected respondent to participate in negotiations and to submit such price, technical or other revisions of their proposals as may result from negotiations. The City shall be the sole judge in determining award of contract.

### **Local Business Consideration**

According to the Chula Vista Municipal Code, Chapter 2.56.090, letter G, In accordance with Section 1011 of the Charter, in the event two or more bids are received which are for the same total amount or unit price and in all other respects are equal, the contract shall be awarded to a local respondent. In the event, however, that such tie bids are all from vendors either wholly inside or all outside of the city, then the contract shall be awarded by drawing lots in public. In evaluating bids for award, the City of Chula Vista considers the 1% sales tax allocated back to the City from vendors located in Chula Vista.

### **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 RFP 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.



**RFP P14-18/19**  
**December 4, 2018**

**Page 2**

**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.

**Payment Method**

The City has changed its method of making payments from printed checks to electronic forms. The preferred method is the use of a Credit Card. Is your company authorized to accept payment made with the cards below?

**American Express** - Yes \_\_\_\_ No \_\_\_\_

**MasterCard/VISA** - Yes \_\_\_\_ No \_\_\_\_

Are there fees associated with accepting credit cards - \_\_\_\_\_

**ACH/EFT**

Bank Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Type: Checking \_\_\_\_ Savings \_\_\_\_

Account Number: \_\_\_\_\_

**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 respondent. This option will *not* be considered in bid evaluation. Please indicate whether this will be granted.

Yes \_\_\_\_\_ No \_\_\_\_\_

**Business License**

A Business License is required as outlined in the Chula Vista Municipal Code Section 5.02.020, which 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.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This page must be completed and returned with proposal.



RFP P14-18/19

### 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 December 18, 2018 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 Apparatus 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