



CITY OF UPLAND

THREE (3)

**2018-19 MODEL YEAR DODGE CHARGER PURSUIT
PACKAGE**

**REQUEST FOR PROPOSAL
IFB NO. 2019-08**

September 5, 2018

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SECTION 1 – SUBMITTAL INFORMATION

- A. **Introduction:** The City of Upland is accepting sealed bids at the Public Works City Yard located at 1370 Benson Avenue, Upland, California 91786 for Model Year 2018/19 Dodge Charger Pursuit Package
- B. **Submittal Location, Closing Date And Time:** Bids will not be accepted after the "closing" date and time indicated. Faxed or e-mailed bids will not be accepted.

BID SUBMITTAL CLOSING: WEDNESDAY, SEPTEMBER 19, 2018, 10:00 A.M.

BID OPENING: WEDNESDAY, SEPTEMBER 19, 2018, 10:15 A.M.

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

Mike Kitchen, Operations Maintenance Superintendent
Phone No. (909) 931-4254
Fax No. (909) 931-4237
E-mail to: mkitchen@ci.upland.ca.us

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

City of Upland
1370 Benson Avenue
Upland, CA 91786
Re: Model Year 2018/19 Dodge Charger Pursuit Package
Invitation for Bid No: **IFB-2019-08**

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

SECTION II – TECHNICAL PROVISIONS

A. Product Requirements:

**2018/19 Dodge Charger Pursuit Package,
Per Attached Technical Specifications – Exhibit One**

- B. **Estimated Quantities:** The City of Upland quantities listed in Exhibit 1 is an estimate. The City of Upland reserves the right to purchase additional vehicles at a firm-fixed price quoted for a minimum of ninety (90) days after release of the City's Purchase Order.
- C. **Delivery, Inspection & Pickup of Vehicles Instructions:** The Supplier shall deliver all vehicles to the City's Public Works Service Center at 1370 Benson Ave., Upland, 91786. Supplier shall provide twenty-four (24) Hours notice prior to scheduling a delivery of vehicles.

Mike Kitchen, Operations Maintenance Superintendent – Public Works
Department
Telephone No. (909) 931-4254

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

E. Warranties:

The successful bidder shall guarantee all workmanship, materials, and equipment he has furnished for a period of three (3) year 36,000 mile after the final acceptance of the equipment and/or material; and, if during the guarantee period, any defect or faulty materials are found, he shall immediately, upon notification by the Purchasing Manager, proceed at his own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship.

All bidders shall furnish with their Bid Proposals copies of the manufacture's standard warranties. Warranties shall over individual parts and units as well as complete assemblies. Warranty to be standard manufacturer's warranty In addition to the manufacturer's warranty the City of Upland may purchase an extended "Premium Care" warranty 60 months/100,000 miles.

- Warranty work will be performed at a dealership in the area in which the vehicle is assigned.
- Warranty period will start on the day that the vehicle is put into service by the City of Upland and not the day of delivery. Warranty start date shall not exceed one year.
- Use of other than original equipment parts will not void warranty.
- Warranty cards to be delivered to City of Upland Fleet Management.

- F. **Bill of Sales and Vehicle Documents:** Dealer to furnish Dealer's Bill of Sale in the name of City of Upland, P.O. BOX 460 Upland, California 91786.

SECTION III – GENERAL INFORMATION

Note: It is the Prospective Supplier's responsibility to examine the "Invitation for Bid: Solicitation in its entirety prior to submitting a Bid.

- A. Waiting Period/Bid Validity:** All Prospective Suppliers are alerted that a waiting period of up to ninety (90) days from the date of the bid opening may be required before an award is made. Prospective Suppliers shall assume full responsibility for the effect of such a delay on all proposed prices and terms.
- B. Bid Preparation Costs:** City of Upland is not, nor shall be deemed, liable for any costs incurred by Prospective Supplier in the preparation, submittal, or presentation of their bid.
- C. Bid Inclusions:** The Invitation for Bid" documents shall be returned in their entirety. With all applicable portions fully completed by the Prospective Supplier. All Prospective Suppliers are encouraged to review and confirm that their bid includes and specifically addresses each of the following bid requirements prior to submitting.
- a. Pricing Schedule (See Section IV)
 - b. Prospective Supplier Identification Form (See Section IV)
 - c. References Form (See Section IV)
 - d. Exception Form (See Section IV)
 - e. **Withdrawal of Bid Before Closing:** Any Prospective Supplier may request the withdrawal of their submitted bid, either in person, by telephone, or written request, at any time prior to the scheduled closing date and time. Upon receiving the request to withdraw any bid, City of Upland will consider the Prospective Supplier's bid null and void, and return the bid to the Prospective Supplier unopened. Withdrawal of Prospective Supplier's bid will not prejudice Prospective Supplier's re-submittal for this or any future bid(s).
 - f. **Mistake In Bid:** Any Prospective Supplier may withdraw their bid after the bid opening, subject to restrictions indicated below, only when the Prospective Supplier can establish to City of Upland satisfaction, that a mistake was made in preparing the bid.
 - i. A Prospective Supplier declaring a mistake must provide a written notice to City of Upland within five (5) calendar days following the scheduled closing date, specifying in detail, how the mistake occurred, and how the mistake made the bid materially different than as was intended.
 - ii. Withdrawal of the bid will only be permitted for mistakes made in the completion of the bid. A Prospective Supplier who claims a mistake shall be prohibited from submitting further bids in which the mistake in bid was claimed. (Public Contract Code 5105).
- D. Bid Acceptance:** City of Upland reserves the right to accept or reject any or all bids, or discrepancies or omissions in the specifications of the Invitation for Bid, if such action is deemed to be in the best interest of the City of Upland. Additionally, be advised that if all valid bid prices received are found to exceed the budget appropriated for this project, The City of Upland may reject all bids.

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

- a. Any service providers found to be contacting other members of City staff or Officials, other than indicated in Section I-C, during the bid process, could be automatically disqualified from any further consideration.
- b. Exceptions to this Invitation for Bid: Any changes from the provisions of this Invitation for Bid, which may be requested by the Prospective Supplier, shall be specifically noted on the Exceptions Form (See Section IV).

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

- a. Those elements in each bid which the Prospective Supplier considers to be trade secrets, as that term is defined in Civil Code Section 3426(d), or otherwise exempt by law from public disclosure, should be prominently marked as "Trade Secret," "Confidential," or "Proprietary," by the Prospective Supplier. The City of Upland will use its best efforts to inform the Prospective Supplier of any request for disclosure of any such document. However, the City of Upland, shall not in any way, be liable or responsible for the disclosure is deemed to be required by law or by an order of the Court.
- b. In the event of litigation concerning disclosure of information, the Prospective Supplier considers exempt from disclosure, the City of Upland will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Upland is required to defend an action arising out of a Public Records Act request, for any of the contents of an Prospective Supplier's bid marked "Trade Secret," "Confidential," or "Proprietary," Prospective Supplier shall defend and indemnify the City of Upland from any and all liability, damages, costs, and expense, including attorneys' fee, in any action or proceeding arising under the Public Records Act.
- c. To insure confidentiality, Prospective Suppliers are instructed to enclose all "Trade Secrets," "Confidential," or "Proprietary," data in separate sealed envelopes, which are then included with bid documents. Because the bid documents are available for review by any person following the Invitation for Bid opening, and during the bid review period, and after an award of Purchase Order resulting from a Invitation for Bid, the City of Upland shall not in any way be held responsible for disclosure of any "Trade Secret," "Confidential," or "Proprietary," documents that are not contained in labeled and sealed envelopes.

- G. Purchase Order Execution:** The City of Upland shall award a Purchase Order to the selected Prospective Supplier for the product/service to be provided.
- H. Acceptance And Payment:** Prospective Supplier's invoices(s) shall include reference to the Purchase Order number issued for the product/service, and be accompanied by detailed supporting documentation, to include information on product/service rendered. The City of Upland shall pay the Prospective Supplier's properly executed invoice, subject to receipt and acceptance of product/service and approval by the City's designated approving agent, within thirty (30) days following receipt of the invoice.
- a. Payment will be withheld for any product/services, which do not meet or exceed contractual requirements until such products/service are replaced, resubmitted, and accepted the City's designated approving agent.
- I. Liens:** The Prospective Supplier shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Prospective Supplier on account of said product/services to be furnished as a result of the "Invitation for Bid." And that may be secured by any lien against the City of Upland. The Prospective Supplier shall fully discharge such lien not later that the time performance of the obligation.
- J. Liquidated Damages:** All time limits stated in the Purchase Order are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and the City of Upland that:
- i. A delay in delivery would seriously affect the public and the operation of the City of Upland, that a reduction in the unit price of twenty-five dollars (\$25) per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damaged for each delay that can be fixed at this time, therefore. The City and the successful bidder hereby establish said reduction in the unit price of 25 dollars (\$25) per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the Purchase Order.
 - ii. Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful bidder of rejection of sub-specification material.
 - iii. The above conditions may be invoked if deliveries exceed the specified time or if replacement of material not meeting specifications exceeds specified time.
 - iv. Should the successful bidder be obstructed or delayed in the work required to be done herewith by changes in the work or by any default, act, or omission of the City, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by the City and the successful bidder.
 - v. If there is insufficient time to grant such extensions prior to completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the

work on time, due to any of the above, after hearing evidence as to the reason for such delay and making a finding as to the cause of same.

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

K. Federal, State, And Local Laws: The Prospective Supplier and all sub-contractors shall comply with all applicable federal, state and local laws, rules, and regulations.

L. Equal Employment Opportunity And Harassment Policies: The City of Upland is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the City of Upland has established procedures regarding the implementation and enforcement of the City of Upland's Equal Employment Opportunity and Harassment Policies. A copy of either of these policies can be obtained by contacting the Purchasing Manager for this solicitation. Please advise any of your staff who believe that they might have been harassed or discriminated against while on City of Upland property, to report said possible incident to either the Purchasing Manager or the City's Human Resource Director. Please be assured that any possible infraction will be thoroughly investigated by the City of Upland.

M. Indemnification: To the fullest extent permitted by law, Prospective Supplier shall indemnify and hold harmless and defend the City of Upland, its council, directors, officers, employees, or authorized volunteers, and each of them from and against:

- i. Any and all claims, causes of actions, damage, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to death of any person including City of Upland and/or Prospective Supplier, Prospective Supplier's subcontractors, or any council, directors, officers, employees, or authorized volunteers of the City of Upland or Prospective Supplier, and damages to or destruction of property of any person, including but not limited to, the City of Upland and/or Prospective Supplier, Prospective Supplier's subcontractors, or any directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this solicitation, however caused, regardless of any negligence of the City of Upland or Agency or its council, directors, officers, employees or authorized volunteers, except the sole negligence of willful misconduct or active negligence of the City of Upland or its council, directors, officers, employees, or authorized volunteers.
- ii. Any and all actions, proceedings, damages costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Prospective Supplier.
- iii. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Prospective Supplier to faithfully perform the work and all of the Prospective Supplier's obligations under this solicitation. Such costs,

expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

N. Award/Selection Criteria: The City of Upland anticipates a single award in conjunction with this bid activity to the Prospective Supplier judged to be the most capable of accomplishing all specified requirements in a cost-effective and time efficient manner. The following criteria will be included in the rating process for selection of the award recipients(s).

- i. Proposed price
- ii. Manufacture and delivery lead time
- iii. Past record of performance in providing similar services; including such factors as timely response and cooperation
- iv. Any other proposed customer features or discounts (e.g. accelerate payment discount)
- v. Sealed bids will be referred to the City Council for consideration at their next regularly scheduled meeting. Unless all Bids are rejected or the Invitation for Bid is cancelled, the Purchase Order will be awarded to the lowest responsible and responsive bidder who bid meets the requirements and criteria set forth in Invitation for Bid.
- vi. **Bid Price:** The Prospective Supplier's proposed price(s) shall be indicated on the Bid Pricing Schedule located within this document in Section IV. Each Prospective Supplier must fully complete all parts of the Bid Pricing Schedule, or the bid may be rejected.
- vii. **References:** The Prospective Supplier shall have been in business for a minimum of three years and provide a list of at least three (3) client references to which they have provided similar product within the last five (5) years. Please include current points of contact, telephone numbers, and a brief description of the product that was involved. (See References Form contained in Section IV of this document.

SECTION V – FORMS

A - PRICING SCHEDULE

- A. **References:** Prospective supplier shall fully complete this Pricing Schedule Pricing shall be stated as Net-Price's, whereas; Net-Price shall represent the total and final cost to the City of Upland for three (3) Model Year 2018/19 Dodge Charger Pursuit Package as specified in the Vehicle Specifications Section (Refer to Exhibit One). Net-Price shall include costs associated with all equipment, transportation, delivery, taxes, and all other related costs necessary to supply the vehicles per the City specifications.

B. **Bid Schedule:**

VEHICLE UNIT COST

\$ 25,288⁰⁰

SALES TAX 7.75%

\$ 1,959⁸²

TIRE RECYCLING FEE

\$ 8⁷⁵

TOTAL NET PRICE (Per Vehicle)

\$ 27,256⁵⁷

GRAND TOTAL COST (Less Options)

\$ 81,769⁷¹

Option A:

EXTENDED PREMIUM CARE WARRANTY UNIT COST

\$ 4,180⁰⁰ each unit

5yr/100,000 mile Q Ded

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


Supplier's Signature

Kevin Buzzard
Printed Name

Fleet Mgr
Title

Bravo CDJR of Alhambra
Company Name

9-5-2018
Date

SECTION IV – FORMS

B - PROSPECTIVE SUPPLIER'S IDENTIFICATION

1. Legal Name of Prospective Supplier: Bravo CDJR of Alhambra
2. Street Address: 1100 W main st, Alhambra, CA 91801
3. Mailing Address: '' ''
4. Business Address: '' ''
5. Facsimile Telephone: 626-457-5593
6. E-Mail Address: Buzzard5150@gmail.com
7. Type of Business (Sole Proprietor, Partnership, Corporation, Other):
CA
(If corporation, indicate State where incorporated)
8. Business License Number issued by the city where the Prospective Supplier's principal place of business is located: _____
9. Federal Tax Identification Number: 35-2594534
10. Prospective Supplier's Fleet Manager: Kevin Buzzard

SECTION IV – FORMS

C - REFERENCES

Provide a least three (3) references for which similar services have been provided within the last three (3) years.

1.

Agency: <u>L.A. Sheriff</u>	Contact Person: <u>Stephen Adebajo</u>
Address: <u>1104 W. Eastern Ave</u>	Telephone No.: <u>323 267-3016</u>
City/State/Zip: <u>Los Angeles, CA 90063</u>	Email Address:

2.

Agency: <u>Los Angeles City</u>	Contact Person: <u>George Yamanaka</u>
Address: <u>555 Ramirez St.</u>	Telephone No.: <u>213 486-1060</u>
City/State/Zip: <u>Los Angeles, CA 90012</u>	Email Address:

3.

Agency: <u>Orange County</u>	Contact Person: <u>Omar Leyva</u>
Address: <u>445 Civic Center Dr</u>	Telephone No.: <u>714 955-0376</u>
City/State/Zip: <u>Santa Ana, CA 92701</u>	Email Address:

SECTION IV - FORMS

D - Exception Form

Should prospective supplier take exception to any of the terms and conditions or other contents provided in the "Invitation to Bid" – List the exceptions below. This completed form must be returned with your bid package. If no exception(s) are taken, enter "None" for the first item.
(Make additional copies of this form as necessary.)

Page Number: ____ Section Title: ____
Paragraph Number: ____ Exception Taken: ____

Page Number: ____ Section Title: ____
Paragraph Number: ____ Exception Taken: ____

Page Number: ____ Section Title: ____
Paragraph Number: ____ Exception Taken: ____

Page Number: ____ Section Title: ____
Paragraph Number: ____ Exception Taken: ____

Page Number: ____ Section Title: ____
Paragraph Number: ____ Exception Taken: ____

Page Number: ____ Section Title: ____
Paragraph Number: ____ Exception Taken: ____

EXHIBIT ONE

THREE (3) 2018/19 RWD PURSUIT DODGE CHARGER SPECIFICATIONS REPLACEMENT FOR #215, 217 and 221

INTERIOR:

WIPERS:

- Intermittent wipers with washers ✓

SEAT:

- Front: Heavy-duty cloth bucket seat in Charcoal Black with 6-way power driver's seat with manual lumbar ✓
- Rear seat vinyl bench seat

AIR BAGS:

- Driver's and right front airbags ✓
- Side impact airbags ✓

AIR CONDITIONER AND HEATER:

- Manual controls ✓
- Factory installed

FLOOR COVERING:

- Vinyl factory floor mat ✓

POWER DOOR LOCKS:

- All doors to be power locks ✓
- Rear door power door lock switch to be deactivated ✓

POWER WINDOWS:

- Power windows with one-touch-down driver window ✓
- Rear door window switch to be deactivated ✓

REAR INSIDE DOOR HANDLE:

- Rear inside door handles are to be deactivated ✓

IGNITION KEYS:

- Four (4) sets of ignition keys per unit ✓
- Keyed alike (FREQ1) ✓

LIGHTING:

- Automatic headlamps ✓
- Daytime headlight delete ✓

STEERING:

- Variable ratio power steering with tilt wheel ✓

WINDOW GLASS:

- Doors and windshield to be regular tint ✓

INTERIOR LIGHTS:

- To be deactivated not to come on when driver door is opened ✓

DASH GAUGES:

- Speedometer, tachometer fuel level, and coolant temperature ✓

RADIO:

- AM/FM stereo with clock, four (4) speaker factory installed with Bluetooth ✓
- Noise suppression bonds ✓
- Back up camera ✓

EXTERIOR:

SIDE MIRRORS:

- Left and right side, largest available ✓
- Below eye line
- Power mirrors

SPOTLIGHTS:

- Left and right side LED spotlights (Unity) ✓

PAINT COLOR:

- Black body ✓
- White front and rear doors ✓
- White roof ✓

RIMS:

- Steel Rims with chrome center cap ✓

TIRES:

- P225/60R18 all-season tires ✓
- Tire pressure monitoring system ✓
- Full spare tire reallocation bracket ✓

DRIVE TRAIN:

Engine:	5.7 liter V-8 minimum
Horsepower:	370-hp. minimum
Torque:	395 lb.-ft. of torque minimum
Emissions:	Engine to meet AQMD Rule 1191 certified by CARB as low emitting gasoline or alternative fuel vehicle
Transmission:	5-speed electronic automatic with overdrive
Transmission Oil Cooler:	Auxiliary air to oil, if available
Brakes:	Four-wheel disk brakes with ABS and roll stability control
Alternator:	220 amps. minimum
Battery:	800 CCA minimum maintenance-free
Shocks:	Heavy Duty gas shocks
Radiator:	Largest available
Fuel Tank:	18-gallon minimum, single tank
Spare Tire:	Full size tire and wheel with spare tire relocation bracket
Suspension:	Shall be heavy duty with front stabilizer bar