

NOTICE TO BIDDERS

Date: December 15, 2016

BID NUMBER: 17-03, 2017 Fleet Replacement Vehicles

Notice is hereby given that the City of Escondido, hereinafter referred to as "City," is seeking bids for 2017 Fleet Replacement Vehicles to include bid price, excluding applicable state and federal taxes, for the items listed on the enclosed bid form. Bid price must include delivery/freight fee (free on board) to the City of Escondido, 475 N Spruce, Escondido, California. Bidders shall sign and return one original bid plus one complete copy for the City's Evaluation Team. All submitted bids and information attached will become public record upon their delivery to the City. Bids shall be in a sealed envelope labeled **"Request for Bids #17-03, 2017 Fleet Replacement Vehicles"**. Bids should be mailed or hand delivered to the City of Escondido, Purchasing Department, 201 N Broadway, Escondido, CA 92025, on or before the closing date and time. **Any bids received after the closing date and time will be returned unopened to the bidder.** Bidders not submitting a bid packet should submit the bid form indicating "No Bid" otherwise their name may be removed from the bidders list.

Bid Closing Date: January 5, 2017 **Time:** 2:00 p.m.

Bid Closing Location: City of Escondido,
Purchasing Division,
Finance Conference Room
201 North Broadway
Escondido, CA 92025

Prospective bidders should carefully review this solicitation for defects and questionable or objectionable matter. Questions concerning this request for bid must be submitted solely via e-mail to: Yvonne Trabue, Purchasing Supervisor: ytrabue@escondido.org no later than 12:00 p.m. (noon) on Wednesday, December 21, 2016. Questions and answers will be published on the City website www.escondido.org by 12:00 p.m. (noon) on Friday, December 23, 2016.

Each bid shall be in accordance with specifications, instructions, and information contained in this bid package. The City reserves the right to accept or reject any or all bids for any reason it deems necessary and to waive defects or irregularities in any bid at its sole discretion. This bid does not commit the City to award a contract or to pay any costs incurred in the preparation of a response to this request.

Sincerely,

Yvonne Trabue
Purchasing Supervisor

CITY OF ESCONDIDO

FLEET VEHICLE BID SPECIFICATIONS

ITEM	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
			The City of Escondido is seeking bids to purchase twenty-seven 2017 Ford Vehicles or equal , according to the attached specifications and general provisions.		
1.	1	Ea.	<p>New 2017 Fleet/Non-Retail Ford C-MAX Hybrid SE (P5A), 2.0L iVCT Atkinson Hybrid Engine (99U) eCVT Transmission (44J)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 201A - Equipment Group • 47P – Interior Protection Pkg. (All-Weather Floor Mats) • YZ – Oxford White Exterior • KW – Chromite Gray Insert w/Charcoal Black Interior 		
2.	1	Ea.	<p>New 2017 Fleet/Non-Retail Ford Fusion Hybrid SE (P0L), 2.0L iVCT Atkinson Hybrid Engine (99U) eCVT Transmission (44J)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 601A - Equipment Group • 14L – Hybrid Technology Pkg. • 55M – All-Weather F/R Floor Mats • UG – White Platinum Exterior • DT – Ebony Interior 		
3.	1	Ea.	<p>New 2017 Fleet/Non-Retail Ford Fusion Hybrid SE (P0L), 2.0L iVCT Atkinson Hybrid Engine (99U) eCVT Transmission (44J)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 601A - Equipment Group • 14L – Hybrid Technology Pkg. • 55M – All-Weather F/R Floor Mats • R3 – Burgundy Velvet Exterior • DT – Ebony Interior 		

4.	1	Ea.	<p>New 2017 Fleet/Non-Retail Ford Fusion Hybrid SE (P0L), 2.0L iVCT Atkinson Hybrid Engine (99U) eCVT Transmission (44J)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 601A - Equipment Group • 14L – Hybrid Technology Pkg. • 55M – All-Weather F/R Floor Mats • G1 – Shadow Black Exterior • DT – Ebony Interior 		
5.	1	Ea.	<p>New 2017 Fleet/Non-Retail Ford Fusion Hybrid SE (P0L), 2.0L iVCT Atkinson Hybrid Engine (99U) eCVT Transmission (44J)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 601A - Equipment Group • 14L – Hybrid Technology Pkg. • 55M – All-Weather F/R Floor Mats • YZ – Oxford White Exterior • DT – Ebony Interior 		
6.	1	Ea.	<p>New 2017 Fleet/Non-Retail Ford Flex SEL AWD (K6C), 3.5L Ti-VAC V6, 6-Speed Select Shift Transmission (998/44J)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 202A – Equipment Group • 16W – All-Weather Floor Mats • J7 – Magnetic Exterior • EW/LW – Charcoal Black Interior 		
7.	1	Ea.	<p>New 2017 Fleet/Non-Retail Ford Transit Connect SWB Van XL, Cargo Van/Rear Lift gate with Fixed Glass (E6E)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 100A – Equipment Group • 59C – Fixed 2nd Row Glass on both sides • 55A – Fixed Rear Door Glass, STD on E6E • 58U – AM/FM Radio and Rear View Camera • 76R – Reverse Sensing 		

			<ul style="list-style-type: none"> • 87R – Key Fobs, Additional Two (2) • 924 – Privacy Glass • EK – Pewter Interior • Z2 – Frozen White Exterior 		
8.	1	Ea.	<p>New 2017 Fleet/Non-Retail Ford Transit 8-Passenger Wagon XL, Medium Roof, (K1C), 3.5L EcoBoost V6 (99G), 6-Speed Transmission (446), 3.31 Rear Axle (X31), Vinyl Front and Rear Floor Covering</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 301A – Equipment Group • 67C – Upfitter Switches • 43R – Reverse Sensing • 17F – All Windows Fixed, STD on Regular Wheelbase Wagon • 92E – Privacy Glass • 21P – Pewter Gray Vinyl Front Seats, includes Safety Canopy Side-Curtain Airbags • 53B – Heavy-Duty Trailer Tow Pkg. • 67D – Trailer Brake Controller • YZ – Oxford White Exterior • VK – Pewter Vinyl Interior 		
9.	1	Ea.	<p>New 2017 Fleet Non-Retail Ford F-150 SuperCrew XLT 4X2, 6.5' Box, 157" Wheelbase (W1C), 3.5L EcoBoost V6 (99G), 10-Speed Auto Transmission (44G), 3.55 Electronic Locking Rear Axle (XL9)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 301A – Equipment Group • 53C – Trailer Tow Pkg. • 627 – Heavy-Duty Payload Pkg. • 67T – Integrated Trailer Brake Controller • 76R – Reverse Sensing • 60C – SYNC • 47R – All-Weather Floor Mats • 655 – Extended Range 36 Gallon Fuel Tank • T7C – LT245/75R17E BSW A/T Tires • UG – Black/Medium Earth Gray Interior, Cloth 40/20/40 Front Seat • J7 – Magnetic Exterior 		
10.	1	Ea.	<p>New 2017 Fleet/Non-Retail Ford F-250 Super Duty, Crew Cab, 4X4, 160" Wheelbase, 6 ¾" Box (W2B), 6.7L Power Stroke Diesel (99T), 6-Speed Automatic Transmission (44W), 3.55 Electronic Locking Rear Axle (X3J)</p>		

			<p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 608A – Equipment Group • TDX – LT275/70R-18E BSW A/T Tires • 96L – Lariat Value Pkg. • 17X – FX4 Off-Road Pkg. • 47B – Snow Plow/Camper Package • 535 – Trailer Tow Package • 16S – All-Weather Floor Mats • 66S – Outfitter Switches • 5B – Black Interior, 40/Console/40 Front Seats • RR – Ruby Red Exterior 		
11.	7	Ea.	<p>New 2017 Fleet Non/Retail Ford F-150 XL SuperCab 4X2, 145" Wheelbase, 6.5' Box (X1C), 5.0L Flex-Fuel V8 (99F), 6-Speed Automatic Transmission (446), 3.55 Electronic Locking Rear Axle (XL9)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 101A – Equipment Group • 86A – Appearance Pkg. • 53A – Trailer Tow Pkg. • 67T – Integrated Trailer Brake Controller • 76C – Rear View Camera • YZ – Oxford White Exterior • AG – Medium Earth Gray Interior, 40/20/40 Front Seats 		
12.	2	Ea.	<p>New 2017 Fleet Non/Retail Ford F-150 XL SuperCrew, 4X4, 157" Wheelbase, 6.5" Box (W1E), 5.0L Flex-Fuel V8 (99F), 6-Speed Automatic Transmission (446), 3.55 Electronic Locking Rear Axle (XL9)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 101A – Equipment Group • 86A – Appearance Pkg. • 55A – FX4 Off-Road Pkg. • 53A – Trailer Tow Pkg. • 67T – Integrated Trailer Brake Controller • 76C – Rear View Camera • YZ – Oxford White Exterior • AG – Medium Earth Gray Interior, 40/20/40 Front Seats 		

13.	1	Ea.	<p>New 2017 Fleet Non-Retail Ford F-250 XL Super Duty, Regular Cab 4X2, 142" Wheelbase, 8' Box (F2A), 6.2L V8 and 6-Speed Automatic Transmission (996/44S), 3.73 Electronic Locking Rear Axle (X3E)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 600A – Equipment Group • 90L – Power Equipment Group • 471 – Camper Package • 52B – Trailer Brake Controller • 871 – Rear View Camera • 66S – Upfitter Switches • 67D – Heavy Duty Alternator • Z1 – Oxford White Exterior • AS – Medium Earth Gray Interior, 40/20/40 Front Seats 		
14.	1	Ea.	<p>New 2017 Fleet Non-Retail Ford E-450 Cutaway Chassis, 158" Wheelbase (E4F), 6.8L V8 (99S), Electronic 6-speed Automatic Transmission with Tow/Haul mode (44P), 4.56 Limited-Slip Rear Axle (XF3), Air Conditioning, Vinyl Flooring.</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Specifications are as follows:</u></p> <ul style="list-style-type: none"> • YZ - Oxford White • ME – Medium Flint Cloth Captain Chairs • 782A – Equipment Group • 47A – Ambulance Prep Package • 18A – Exterior Upgrade Package • 18C – Interior Upgrade Package • 20F – 14,500# GVWR • 54E – Trailer Tow Mirrors • 565 – 55 gal. Fuel Tank • 425 – 50 State Emissions 		
15.	1	Ea.	<p>New 2017 Fleet Non-Retail Ford F-350 XL Super Duty Chassis Cab, Regular Cab 4X2, 60" CA, 145" Wheelbase, SRW (F3E), 6.2L V8 and 6-Speed Automatic Transmission (996/44P), 3.73 Electronic Locking Rear Axle (X3E)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 630A – Equipment Group • 96V – XL Value Package • 90L – Power Equipment Group • 52B – Trailer Brake Controller • 91M – SYNC 		

			<ul style="list-style-type: none"> AS – Medium Earth Gray Interior Z1 – Oxford White Exterior <p><u>Additional Specifications:</u> The City will require the following aftermarket equipment installed and operational. It's the intent of these specifications to detail a 9' Utility Service Body mounted to the F-350 SRW (F3E) chassis cab specifications listed above, or equal.</p> <p><u>Scelzi 9' Crown Utility Service Body Specifications</u></p> <ul style="list-style-type: none"> SBCR-108-79-49-43-VO for 60" CA SRW or equal 43" Tall, open-top compartments covered with aluminum diamond plate DSB-15 – Straight Rail Diamond Plate Bumper Two (2) Vice mounts, one (1) located on passenger side and one (1) located on driver side of rear bumper Class IV Receiver Hitch, 10,000# Capacity Hitch Weight Rating Placard, installed near receiver hitch RV-7 Trailer Socket, wired to factory brake controller Over-Cab Heavy-Duty Ladder Rack, non-forklift accessible LED Tail Light Kit Service body painted Ford Oxford White (Z1) to match chassis 		
16.	1	Ea.	<p>New 2017 Fleet Non/Retail Ford F-350 XL Super Duty Chassis Cab, Super Cab 4X2, 60" CA, 168" Wheelbase, SRW (X3E), 6.2L V8 and 6-Speed Automatic Transmission (996/44P), 3.73 Electronic Locking Rear Axle (X3E)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> 630A – Equipment Group 96V – XL Value Package 90L – Power Equipment Group 52B – Trailer Brake Controller 91M – SYNC AS – Medium Earth Gray Interior Z1 – Oxford White Exterior <p><u>Additional Specifications:</u> The City will require the following aftermarket equipment installed and operational. It's the intent of these specifications to detail a 9' Utility Service Body mounted to the F-350 SRW (F3E) chassis cab specifications listed above, or equal.</p> <p><u>Scelzi 9' Crown Utility Service Body Specifications</u></p> <ul style="list-style-type: none"> SBCR-108-79-49-43-VO for 60" CA SRW or equal 43" Tall, open-top compartments covered with aluminum diamond plate DSB-15 – Straight Rail Diamond Plate Bumper 		

			<ul style="list-style-type: none"> • Two (2) Vice mounts, one (1) located on passenger side and one (1) located on driver side of rear bumper • Class IV Receiver Hitch, 10,000# Capacity • Hitch Weight Rating Placard, installed near receiver hitch • RV-7 Trailer Socket, wired to factory brake controller • Over-Cab Heavy-Duty Ladder Rack, non-forklift accessible • LED Tail Light Kit • Service body painted Ford Oxford White (Z1) to match chassis 		
17.	1	Ea.	<p>New 2017 Fleet Non-Retail Ford F-350 XL Super Duty Chassis Cab, Super Cab 4X2, 60" CA, 168" Wheelbase, SRW (X3E), 6.2L V8 and 6-Speed Automatic Transmission (996/44P), 3.73 Electronic Locking Rear Axle (X3E)</p> <p><u>Standard Features:</u> Bidder shall include all standard features unless superseded by options.</p> <p><u>Equipment Group Options shall be as follows:</u></p> <ul style="list-style-type: none"> • 630A – Equipment Group • 96V – XL Value Package • 90L – Power Equipment Group • 52B – Trailer Brake Controller • 91M – SYNC • AS – Medium Earth Gray Interior • Z1 – Oxford White Exterior <p><u>Additional Specifications:</u> The City will require the following aftermarket equipment installed and operational. It's the intent of these specifications to detail a 9' Utility Service Body mounted to the F-350 SRW (F3E) chassis cab specifications listed above, or equal.</p> <p><u>Scelzi 9' Crown Utility Service Body Specifications</u></p> <ul style="list-style-type: none"> • SBCR-108-79-49-43-VO for 60" CA SRW or equal • 43" Tall, open-top compartments covered with aluminum diamond plate • DSB-15 – Straight Rail Diamond Plate Bumper • Two (2) Vice mounts, one (1) located on passenger side and one (1) located on driver side of rear bumper • Class IV Receiver Hitch, 10,000# Capacity • Hitch Weight Rating Placard, installed near receiver hitch • RV-7 Trailer Socket, wired to factory brake controller • LED Tail Light Kit • Service body painted Ford Oxford White (Z1) to match chassis 		
18.	2	Ea.	<p>New 2017 Fleet Non/Retail Ford F-350 XL Super Duty Chassis Cab, Super Cab 4X2, 60" CA, 168" Wheelbase, SRW (X3E), 6.2L V8 and 6-Speed Automatic Transmission (996/44P), 3.73 Electronic Locking Rear Axle (X3E)</p>		

			<p>Standard Features: Bidder shall include all standard features unless superseded by options.</p> <p>Equipment Group Options shall be as follows:</p> <ul style="list-style-type: none"> • 630A – Equipment Group • 96V – XL Value Package • 90L – Power Equipment Group • 52B – Trailer Brake Controller • 91M – SYNC • AS – Medium Earth Gray Interior • Z1 – Oxford White Exterior <p>Additional Specifications: The City will require the following aftermarket equipment installed and operational. It's the intent of these specifications to detail a 9' Utility Service Body mounted to the F-350 SRW (F3E) chassis cab specifications listed above, or equal.</p> <p>Scelzi 9' Crown Utility Service Body Specifications</p> <ul style="list-style-type: none"> • SBCR-108-79-49-43-VO for 60" CA SRW or equal • 43" Tall, open-top compartments covered with aluminum diamond plate • DSB-15 – Straight Rail Diamond Plate Bumper • 3-Piece Roller Top, flush with tops of side packs, for 108" service body • Two (2) Vice mounts, one (1) located on passenger side and one (1) located on driver side of rear bumper • Class IV Receiver Hitch, 10,000# Capacity • Hitch Weight Rating Placard, installed near receiver hitch • RV-7 Trailer Socket, wired to factory brake controller • Over-Cab Heavy-Duty Ladder Rack, non-forklift accessible • LED Tail Light Kit • Service body painted Ford Oxford White (Z1) to match chassis 		
19.	1	Ea.	<p>New 2017 Fleet Non-Retail Ford F-550 XL Super Duty Chassis Cab, Regular Cab 4X2, 60 CA, 145" Wheelbase, DRW (F5G), 6.8L V10 and 6-Speed Automatic Transmission (99Y/44P), 4.88 Limited-Slip Rear Axle (X8L)</p> <p>Standard Features: Bidder shall include all standard features unless superseded by options.</p> <p>Equipment Group Options shall be as follows:</p> <ul style="list-style-type: none"> • 660A – Equipment Group • 96V – XL Value Package • 90L – Power Equipment Group • 68U – Payload Upgrade Package • 52B – Trailer Brake Controller • 91M – SYNC • AS – Medium Earth Gray Interior • Z1 – Oxford White Exterior 		

Additional Specifications:

The City will require the following aftermarket equipment installed and operational. It's the intent of these specifications to detail a 9' Utility Service Body mounted to the F-550 SRW (F5G) chassis cab specifications listed above, **or equal**.

Scelzi 9' Utility Service Body Specifications

- SBDCR-108-94-49-43V for 60" CA DRW **or equal**
- DRW 60" CA, 108" long, 94" wide, 49" floor width, 43" tall vertical closed top compartments
- All lights shall be LED
- Aluminum Diamond Plate on all closed tops
- Polyurea coating on floor, front of work deck, rear work deck, back wrapper, front headboard below perforated panel, and inside tailgates
- Driver Side #1 Compartment, 60" tall x 34" wide, OXY/ACE compartment with bottle holders, hose holder, and louvers
- Tapered Headboard to top of 60" driver side compartment to serve as cab guard
- Passenger side #1, 34" open work deck, with lower compartment, access door from passenger side
- 18" slip tail board, mounted between #1 & #2 compartments, used as second bulkhead
- 12" slip tail board, mounted between rear end panels, used as a tailgate
- AutoCrane Model #3203, Part #320989004, 360-degree continuous rotation, hydraulic power boom elevation and boom extension to 11', manual extension TP 15", wireless remote, mounted on rear of passenger side
- Boom rest for closed top, mounted on passenger side #2 compartment
- AutoCrane shall meet all OSHA regulations, crane certification, decals, warning stickers, horn, fire extinguisher, and cut off switch shall be installed
- 3200# crane reinforcement passenger side #3 compartment
- Passenger side #3 compartment shall have louvers for battery ventilation
- Auxiliary 12V deep cycle battery for AutoCrane, mounted in passenger side #3 compartment, to include battery box and separator mount
- Additional passenger side leaf spring to level
- 18" rear work deck, outrigger provisions, with access doors on both passenger and driver side, and straight rail diamond plate bumper
- 2" Receiver tube, to pass through work deck for vice mount stand insert, mounted flush with work deck on passenger side, hitch pin accessibility through passenger side work deck access door
- Vice stand, include five (5) height adjustment positions (holes) and hitch pin through insert tube for height adjustment
- "D" style manual outriggers

			<ul style="list-style-type: none"> • Perforated rear fold down rear step, mounted on passenger side of rear bumper, not to block tail lights, marker lights or license plate • Grab Handles, mounted from rear end panels to rear work deck • Class V receiver hitch with Class IV insert • Receiver hitch rating, placard for Class IV & V tow capacity rating, mounted near receiver hitch • RV-7 trailer plug, wired to factory trailer brake controller • ECCO #510 back-up alarm • Service body painted Ford Oxford White (Z1) to match chassis 		
			<p style="text-align: center;">SPECIAL REQUIREMENTS</p> <p><u>Bid Packet:</u> The City of Escondido is providing an outline of requirements for the bidder's assistance. Furthermore, should the bidder not provide nor enclose all the requirements with their bid packet, the City of Escondido has the right to reject their bid. The City of Escondido's bid and specifications shall become an integral part of the bid award.</p> <p><u>Pricing:</u> All bid prices shall be FOB Destination, Escondido, California 92025, less California Sales Tax.</p> <p><u>Delivery:</u> Successful bidder shall call Joe Goulart, Fleet Maintenance Superintendent, at 760-839-4883, between the hours of 7:00 a.m. and 3:00 p.m., Monday thru Thursday, (2) two business days prior to delivery to arrange offloading of the trucks onto City property.</p> <p><u>Manuals:</u> At the time of delivery, bidder shall provide one (1) complete set of vehicle operator manuals for each vehicle.</p> <p><u>Keys:</u> Each vehicle shall be supplied with four (4) ignition keys with key fobs and/or flip keys with integrated key transmitter for keyless entry.</p> <p><u>Manufacturer's Warranty:</u> The manufacturer's regular new vehicle warranty shall apply to all vehicles. The warranty shall be factory authorized and shall cover not less than (3) three years/36,000 miles, bumper to bumper, no charge parts and labor. Additionally, an extended powertrain Ford care warranty is available at no charge under this contract and shall be included with vehicles. This includes a (5) five year/100,000 mile powertrain, (\$0.00) zero deductible warranty.</p> <p><u>Warranty Repair Parts:</u> The successful bidder shall be responsible to maintain an adequate stock of all regular and special parts to meet the continuing service and warranty repair parts needs without undue delay. Warranty replacement parts shall be available within (3) three working days after telephone notification.</p>		

			<u>FOB Destination:</u> Bid price shall include delivery/freight (free on board to the City Escondido, California,) less California Sales Tax. <u>Alternate Bid:</u> If bidder does not comply with the City's specifications and decides to bid on an alternate brand, the City of Escondido has the right to review said alternate; furthermore, the City of Escondido has the sole and absolute authority as to accept or reject said bid in its entirety. Bidder must include any data, literature, etc., that would aid the City of Escondido in deciding if the alternate bid will be acceptable or not. The City has the right to award this bid to multiple bidders.		
20.	27	Ea.	Documentation Fee (taxable). Bidder shall be responsible for registering the vehicle with DMV Exempt License Plates.		
			SUB-TOTAL	\$	
			CA SALES TAX	\$	
21.	139	Ea.	California State Tire Recycling Fee (NOT Taxable)	\$1.75	
22.	27	Ea.	Electronic Filing Fee (Not Taxable)		
			TOTAL BID	\$	

I, or we, will furnish and deliver the items shown above at the price indicated within _____ days of receipt of order. A discount of _____% will be allowed if paid on or before the _____ day following the date of invoice.

COMPANY	SIGNATURE OF AUTHORIZED REPRESENTATIVE	PRINT NAME
PHONE	FAX NUMBER	DATE

CITY OF ESCONDIDO GENERAL PROVISIONS

PLEASE READ CAREFULLY
THESE PROVISIONS ARE A PART OF YOUR BID AND CONTRACT

Pursuant to the Notice to Bidders advertised in the official City newspaper, the specification requirements and General Provisions are on file with the City, and are subject to all provisions of the Ordinances of the City of Escondido. The person signing the bid further warrants that this bid is genuine and non-collusive, or made in the interest of any person, firm or corporation. A non-collusion affidavit shall be properly completed and returned with the bid documents.

In submitting this bid, the bidder agrees that:

- Bidder has carefully examined the specifications and all provisions relating to the items to be furnished, or the work to be done, and understands the meaning of the requirements, and agrees to the same.
- Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and strictly conform to the City of Escondido specifications.

The Purchasing Supervisor will furnish specifications for all bids. Bids must be submitted in a sealed envelope with the bid number on the outside. **BID SHOULD BE COMPLETE WITH SPECIFICATIONS AS FURNISHED AND MAILED OR HAND DELIVERED TO THE CITY OF ESCONDIDO, PURCHASING DEPARTMENT, 201 N. BROADWAY, ESCONDIDO, CA 92025, PRIOR TO THE TIME SET FOR BID OPENING.**

1. **PRICES**

All prices and notations must be in ink or typewritten. Changes or corrections may be crossed out, typed or written in ink, and must be initialed in ink by the person signing the bid. In the event of a conflict between bidder's unit price and extended price, the unit price will prevail.

2. **SIGNATURE**

All bids must be notarized and signed in the name of the bidder and must bear the original signature in longhand of the persons duly authorized to sign the bid. Obligations assumed by such signature must be fulfilled.

3. **MODIFICATION OR WITHDRAWAL OF BIDS**

Bids may be modified, corrected, or withdrawn PRIOR to the exact hour and date of the bid opening. Bid modifications, corrections, or withdrawals are not permitted AFTER the exact hour and date of the bid opening.

4. **LATE BIDS**

If bids are received after the exact hour and date of the bid opening, those late bids will be rejected and returned to the bidder unopened.

5. **NO BIDS**

If a no bid is submitted, the bid response should be clearly marked as "NO BID". If a bidder fails to respond to the bid, the Purchasing Supervisor reserves the right to delete the bidder from the City's vendor file.

6. **EXPIRATION OF BID**

All bids shall be considered firm for a period of sixty (60) calendar days, commencing the day following the date of bid opening and expiring at midnight of the last day unless otherwise stated in the body of the solicitation.

7. **FIRM PRICES AND PRICE ADJUSTMENTS**

Prices bid shall be firm for sixty (60) days. In the event the specifications provide for escalation, the maximum limit shall be shown on the bid, or the bid shall not be considered. In the event of a decline in market price(s) below the price(s) bid, the City of Escondido shall receive the benefit of such decline. Manufacturer's general price increases to the trade or industry may be passed on to the City. Prices bid shall be firm for first sixty (60) days on an annual

agreement, with a thirty (30) day notification of any price increases thereafter. If any price increase occurs, there will be a one (1) week, or one time, order protection provided at the last effective price. All price increases or notices must be in writing from not only the vendor but also the manufacturer. The City reserves the right NOT to accept the request.

8. AWARD OF CONTRACT

- a. Bids will be analyzed and the award made to the lowest and most 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.
- b. The City reserves the right to reject any item or items therein, to waive any 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 whether by award of all items to one bidder or by award of separate items or groups of items to various bidders unless the bidder clearly specifies otherwise in the bid.
- d. Acceptance by the City of Escondido of the bid, proposal, or quote and the issuance of a purchase order to the successful bidder within the time specified shall be deemed to result in a binding contract 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 drawings contained in the complete contract.

9. TERMINATION FOR CONVENIENCE

The Purchasing Supervisor, by thirty (30) day written notice, may terminate this contract in whole or in part when it is the best interest of the City. If this contract is for supplies and is so terminated, the bidder shall be compensated in accordance with any reasonable costs to the point of notification of termination, but shall not be compensated for lost profits. Should this contract be for services and is terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for the actual services rendered to the effective date of termination.

10. TERMINATION FOR DEFAULT

- a. The City of Escondido may by written notice of default to the successful bidder (subject to the provisions of paragraph (9c) below) terminate the whole or any part of this contract in any one of the two following circumstances:
 - (1) If the successful bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - (2) If the successful bidder fails to perform any of the other provisions of this contract, or fails to make progress so as to endanger performance of this contract, and if the successful bidder does not cure such failure within a period of ten (10) calendar days, City may terminate this contract.
- b. In the event the City terminates this contract in whole or in part, as in paragraph (a), the City may procure, upon such terms and in such manner as the Purchasing Supervisor may deem appropriate, supplies and services similar to those so terminated. The successful bidder shall be liable to the City for any excess costs for such similar supplies or services provided. The successful bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c. The successful bidder shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the successful bidder or its agent. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather. However, in every case the failure to perform must be beyond the control and without the fault or negligence of the successful bidder.

11. BID PROTEST

Any bid protest for City purchases of supplies and equipment must be made in writing to the Purchasing Supervisor (5) five business days prior to the day of such matter comes before City Council for bid award. The Purchasing Supervisor will notify the City Council of the facts and circumstances regarding the bid protest. The City Council will hear and determine the bid protest prior to the bid award; and may continue the matter to obtain additional information as the City Council deems necessary, or may determine the final decision of the bid award.

12. ALTERNATIVE PROPOSALS

To be a responsive bidder, bidders must submit a bid that meets all specific bid requirements. Bidders may propose “equals” as provided for in accordance with item 12 of these General Provisions. Once bidders have proposed a product which is responsive to the specifications, bidders may thereafter include with their bid any additional proposals or alternative products which are not “equals” but bidder believes may meet or exceed City’s requirements, and which offer City additional advantages or benefits based on the state of the art that were not contemplated by City when the requirements were prepared.

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, or to re-advertise based on such proposed state of the art alternatives when in the best interest of the City. Any awards so made will be based on cost analysis considerations that result in the optimum economic advantage to the City.

13. BRAND NAME

Whenever a reference to a specific brand name is made in this Request for Bid, it is to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting the specific operational, design, performance, maintenance, quality or reliability standards as required by the City. An equivalent or “equal” may be offered by the bidder, subject to testing and evaluation at the option of the City prior to bid award.

The City reserves the sole right to reject a substituted component that will not fulfill the requirements. It shall be the sole responsibility of the bidder to provide at bidder’s expense any product information, test data, and other information or documents the City may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation at qualified test facilities, at bidder’s expense, including destructive testing, may be required as a condition of acceptance.

14. ROYALTIES, LICENSES AND PATENTS

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

15. CONFIDENTIAL INFORMATION

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It will be protected and treated with confidentiality only to the extent permitted by California State Law considering public information. Otherwise, the information shall be considered a public record. Any data to be returned should be so marked and will be returned if not essential to the bid or contract record.

16. PURCHASE ORDER

All goods and services will be ordered by means of a purchase order. The City will NOT be responsible for articles or services furnished without a purchase order. All payments made pursuant to this contract are not assignable and shall only be made payable to the successful bidder.

17. BIDDER’S INVOICE

Invoices shall be prepared and submitted in duplicate to: City of Escondido, Accounts Payable, 201 N. Broadway, Escondido, CA 92025. 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, units of measure,

quantities, unit prices and extended totals. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

18. DELIVERY

- a. Bidder shall state delivery terms on the bid form unless already specified, in which case delivery shall be made within the time set forth. Where time is stated in a number of days, it shall be Monday through Friday excluding Saturdays.
- b. Bidder will not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God, or any other cause beyond his control, provided a written extension of time is obtained from the Director of Finance.
- c. All prices shall be F.O.B. destination. Bids other than F.O.B. destination, shall be considered non-responsive and will be rejected. Prices shall include all freight, delivery and set-up charges.

19. LATE SHIPMENT

Bidder is responsible to notify the department receiving the items and the Purchasing Office 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.

20. LOST AND DAMAGED SHIPMENT

Risk of loss or damaged 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 goods at the Bidder's expense even if the damage was not apparent or discovered until after receipt of the items.

21. ATTORNEY FEES

In the event that the City should prevail in any litigation brought by either party to this bid to enforce any provisions of this bid, the successful bidder shall pay to the City the cost and attorney fees incurred pursuant to said litigation. This bid is governed by the laws of the State of California. Venue for all actions arising from this contract must be exclusively in the state or federal courts located in San Diego County, California.

22. HOLD HARMLESS

The successful bidder shall indemnify and hold harmless the City and its officers, employees and agents from all liability or claim of liability arising by reason of injury or damage to persons (including death) and or property occurring as a result of work done pursuant to the terms of this contract.

23. LIABILITY INSURANCE

The bidder will provide evidence of comprehensive general and automobile liability insurance as follows:

GL and Auto	\$1,000,000 Aggregate
Bodily Injury	\$1,000,000 Each Person
Property Damage	\$1,000,000 Each Accident
Workers' Compensation as required by statute	

Bidder will see to it that the City is named as an ADDITIONAL INSURED ENDORSEMENT for the liability policies as required by this bid. Any liability insurance required by this bid shall be provided by an insurance company admitted in California with A.M. Best's rating of A-rated, class V carrier or better. If the insurance is written by a non-admitted company, the company must be acceptable to the Department of Insurance of the State of California. Such a company must submit a service of suit endorsement as well as an additional insured endorsement. A copy of each certificate of insurance and an additional insured endorsement for the liability policy are to be made available and kept on file in the Purchasing Department prior to the granting of notice to proceed. The certificates and endorsement must be in a form acceptable to the City Attorney. Bidder shall maintain the policy(ies) in full force and effect during the entire period of this bid.

24. CITY PROVISIONS TO PREVAIL

Except as specified in the specifications, the City's Standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder shall not be acceptable to the City unless expressly assented to by the City by separate document. The City reserves the right to reject a bid containing unacceptable conditions as non-responsive as a condition of evaluation or award of the bid.

25. BUSINESS LICENSE

The successful bidder shall be required to obtain a City business license prior to the award of this contract.

26. ANTI-ASSIGNMENT CLAUSE

All payments made pursuant to this contract are not assignable and shall only be made payable to bidder.

27. CERTIFIED DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

The City encourages the participation of DVBE in City's procurement contracts. Proof of certification by the State Department of General Services, Procurement Division, OSDS is required. Please indicate if prospective bidder is a DVBE.

YES NO

28. PUBLIC AGENCY CLAUSE

It is intended that any other public agency (e.g., city, district, public authority, public agency, municipal utility and other political subdivision or public corporation of California) located in the State of California shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility in connection with purchases made by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the successful bidder. This option shall not be considered in bid evaluation. Indicate below whether said option is or is not granted.

YES NO