

REQUEST FOR PROPOSAL

POLICE FORD INTERCEPTOR UTILITY VEHICLE UPFIT SERVICES

RFP 201718-03

October 17, 2017

1. INSTRUCTIONS AND CONDITIONS

A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed. Bidders shall send three (3) copies of the completed proposals which will include; two (2) bound and one (1) unbound copies with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 $\frac{1}{2}$ x 11 inches, printed two-sided on recyclable paper with removable bindings, bound in a single document. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal must be submitted in a sealed envelope addressed to Rosa Hernandez, Procurement Services Manager, Purchasing, City of Madera, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and a statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

<u>BID</u> :	Police Ford Interceptor Utility Vehicle Upfit Services
<u>RFP</u> :	201718-03
Filing Deadline:	3:00 p. m., November 16, 2017

B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are the basis for evaluation and will be part of any agreement with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

- C. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- D. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
- E. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- F. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- G. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.
- H. Issuance of the RFP and receipt of proposals does not commit the City to make an award. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.
- An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate and timely service to meet the City's needs.
- J. An award will be made as soon as possible after the opening of bids. Bid proposals shall remain valid for at least sixty (60) days after the opening of bids. No bid proposal may be withdrawn after the bid opening.
- K. Contract shall be in the form of a City of Madera Purchase Order and attachments, including the Request for Proposal and response thereto which shall be a part thereof as though fully set forth therein. The Purchase Order will be very similar in content to Attachment A "Draft" Purchase Order which is provided for information purposes only and to help clarify City intent relevant to this RFP.

- L. Proposals will be evaluated by a committee comprised of representatives from the Fleet Services Division. The committee may request an interview with the top rated companies. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- M. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- N. Bidder's Proprietary Information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.
- O. The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this Request for Proposal. The City of Madera shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date the Bid award.
- P. Check one of the following:

□ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.

□ Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.

□ The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.

Q. The City reserves the right to modify RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Bidder is responsible to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted on the Purchasing page of the City website at www.cityofmadera.ca.govhome/departments/purchasing/ under the Bid Announcement and Results.

All inquiries should be submitted in writing per the process described in this document.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Thursday, November 2, 2017. Written questions or inquiries should be e-mailed, mailed or faxed to:

Rosa Hernandez Procurement Services Manager City of Madera City Purchasing-Central Supply 1030 South Gateway Drive Madera, CA 93637

rhernandez@cityofmadera.com

FAX: (559) 661-0760

2. <u>GENERAL INFORMATION</u>

It is the intent of these specifications to describe the parts and labor to upfit a quantity of eight (8) 2018 Ford Police Interceptor Utility Vehicles. Bid is to include purchase and installation of all parts listed unless otherwise noted. Final upfit is to be delivered to:

Fleet Services 1030 South Gateway Dr. Madera, Ca 93637

In order to maintain uniformity of the City of Madera Police Department Fleet, the specific make and manufacturer of the parts must be as listed, no substitutions will be accepted. All installation and wiring between vehicles must also be uniform and consistent. Vehicles to be delivered for upfit to Vendor by the City of Madera.

3. SPECIFICATIONS

All materials must match the make and manufacturer as specified in the Material List, no exceptions.

Following items are to be supplied by the City of Madera and installed by the vendor:

Computer Mount Two (2) each 12 volt CLA adaptors installed in center console Motorola APX05 radio and speaker Watchguard Camera system Exterior graphics and numbering

All wire connections to be soldered, no crimps or wire nuts.

All wiring to be run through the center of the vehicle from front to back, no wiring under door jams.

All wires labeled at both ends.

All accessory equipment to be mounted in the Setina electronics tray in the rear compartment.

Power distribution unit to be wired as described below:

Ignition:	Radio control head Shotgun release

- Battery: Radio Camera
- Timer: Power outlets Computer

Wigwags and strobes to be wired.

Lift-gate lights to be wired.

Horn to be wired for siren and yelp changed by hit of horn button.

MATERIAL LIST

Madera PD vehicles

Ford Pursuit Upfit

Item #	ltem	MFG	Part #	Description	Notes
1	Partition	Setina	PK1130ITU12	10XL POLY PART	
2	Dual weapon mount	Setina	GK10301S1USSCA	DBL GUN RACK	
3	BlacRac Lock	Setina	BLACRAC1082E		
4	Lower support	Setina	PG7281	for BlacRac	
5	Rear window bars Rear Molded seat /	Setina	WK0514ITU12H	WINDOW GUARDS	Horizontal bars
6	partition	Setina	QK0635ITU12		
7	Door Panel	Setina	DK0100ITU12		
8	Electronics tray	Setina	TK2064ITU12		
9	Consule	Gamber Johnson	7160-0411	UTILITY CONSULE	
10	Computer mount	Gamber Johnson			TBD
11	Motorola APX05 faceplate	Gamber Johnson	7160-0321		
12	WHELEN Carbide faceplate	Gamber Johnson	7160-0339		
13	Watchguard faceplate	Gamber Johnson	7140-0445		
14	USB audio jack	Gamber Johnson	7120-0579		
15	CLA			12 v adaptor	City to provide
16	CLA			12 v adaptor	City to provide See
17	Light hav	Whelen	CDODCD		specifications on
17	Light bar		GB8BDER	LEGACY WC 48"	following page
18	Light Control head	Whelen Whelen	CANCTL7	CARBIDE 21 button	
19	Light Control		CCSRNT5	CARBIDE W/ CANport	
20	Install kit	Whelen	CC5K1		
21 22	Speaker	Whelen Whelen	ESB-EXP07	SPEAKER BRACKET	Include w/ radio
	Speaker Bracket				
23	Motorola APX05 radio	Motorola	SEE ATTACHED	includes siren and PA	City to provide
24	Battery saver	D&R	PDU42WB		
25	Magnetic mic holder	Creefing Channels	MMSU-1	MAGNETICV MIC KT	
26	Graphics and numbers	Grafix Shoppe			City to provide
27	Camera system	WatchGuard			City to provide

Specifications for Light Bar:

Size Selected Options	

Driver Side			Pass	enger Side

*Note: The LED co

CITY OF MADERA BID PROPOSAL AUTHORIZATION POLICE FORD INTERCEPTOR UTILITY VEHICLES UPLIFT SERVICES

RFP 201718-03

DATE	
COMPANY NAME	
STREET ADDRESS	
CITY / STATE / ZIP	
PHONE NUMBER	
EMAIL	
PERSON PREPARING B	BID
DOSITION	
POSITION	
SIGNATURE	

BID PROPOSAL POLICE FORD INTERCEPTOR UTILITY VEHICLE UPFIT SERVICES

RFQ 201718-03

Bidder hereby proposes to deliver finished vehicles to the City of Madera, Fleet Services Division, 1030 South Gateway Drive, Madera, California, 93637 in accordance with the published specifications, for the following prices.

Cost per Vehicle		Quantity	Description
	Х	8	Parts & Labor for upfit vehicle

** Each vendor must submit their specification sheet with their bid and indicate any variance from the specification provided.

SUB-TOTAL	\$
APPLICABLE TAXES	\$
TOTAL PRICE	\$

Estimated time of completion for each vehicle: _____

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Estimated time of completion of all vehicles:

Note: This entire packet should be returned with the bid.

Attachment A

		City of								Pu	rcnase	e Order
	MÆ	DERA							I	-iscal Ye	ear 2017	Page: 1 of: 1
В			DERA - FI	NANCE							NUMBER MUST A S, PACKAGES AND	APPEAR ON ALL SHIPPING PAPERS.
Ĺ	MA	W. 4TH S DERA, CA								Purchas Order #	· 301	70127
T O										Delive	ery must be mad specified dest	le within doors of ination.
VUNDOR	SIL 200 MA) GROUP A AVENUE A 93637	Ξ				I P	CITY OF MA 1030 SOUTH MADERA, C. Email: <u>rcollin</u>	I GATE\ 4 93637	-4728	N
	Ven	dor Phone	Number	Vendo	r Fax Number	F	Requisition Number			Deliv	very Reference	
							20170153		#10 ⁻	6 WMA	NT & #1017 W	QUAL
	Date (Drdered	Vendor Nu	umber	Date Require	d	Freight Meth	nod/	I/Terms Department/Location			ocation
_		/2016	7280								FLEET ACQU	ISITION
ľ	tem#				scription/Part				QTY	UOM	Unit Price	Extended Price
		The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading2.0EACH\$22,037.00\$44,074.012017 Ford C-Max Hybrid per specifications White exterior, charcoal black interior P5A SE FWD2.0EACH\$22,037.00\$44,074.0						\$44,074.00				
		Deliver T	ver To: CITY OF MADERA -FLEET DIVISION 1030 SOUTH GATEWAY DRIVE MADERA, CA 93637-4728									

For Purchase Order Terms and Conditions Please visit the Purchasing Department pages on the City website: www.cityofmadera.ca.gov

Total Ext. Price	\$44,074.00
Total Sales Tax	\$3,525.92
Total Freight	\$16.50
PO Total	\$47,616.42

By: Authorized Signature

Purchase Order Standard Terms and Conditions for the Purchase of Services

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, THE PURCHASE ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Offer and Acceptance: The Purchase Order is an offer by the City of Madera ("City") to enter into a contract; and any of the following acts constitute Contractor's acceptance of the Purchase Order and all terms and conditions stated therein: (a) Contractor's commencement of work or (b) Contractor's acceptance of any payment from City.

2. Prices: All rates and/or prices itemized in the Purchase Order are firm and not subject to escalation unless so stated on the face of the Purchase Order. Contractor represents and warrants that all rates and/or prices itemized in the Purchase Order are at least as low as those currently being guoted by Contractor to commercial or government users for the same work of similar scope under similar circumstances.

3. Taxes: This purchase is subject to all applicable California sales and use taxes.

4. Terms of Payment: Full payment shall be made within thirty (30) days from the date of receipt of invoice or acceptance of work, whichever occurs last, with the exception of instances where specific codes or terms dictate alternate payment schedules. If City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of work by City, whichever occurs last. Partial payments may be made with City's concurrence at no less than monthly intervals. City shall endeavor to pay each invoice within thirty (30) days, but shall not be responsible to Contractor for additional charges, interest or penalties due to failure to pay within that period.

5. Time for Performance: Time is of the essence in the performance of the Purchase Order. If service cannot be performed at the specified time, Contractor shall promptly notify City of the earliest possible date for performance of the service. Notwithstanding such notice, if Contractor, for any reason whatsoever, fails to perform the work within the time specified, City may terminate the Purchase Order or any part thereof without liability except for work previously performed and accepted.

6. Warranty: Contractor warrants that the work performed under the Purchase Order complies with all specifications and that workmanship and materials are free from defects. If any portion of the work has not been completely described in the Purchase Order, it shall comply with State and Local codes, if applicable and established industry standards. Contractor agrees that the aforementioned warranties shall be in addition to any warranties provided by law or offered by Contractor. In addition to any other right City may have, if any work is found not to be in compliance with specifications or if workmanship and/or materials are found to be defective within ninety (90) days after the conclusion of performance of the work, Contractor shall, at City's option, take any necessary corrective action required to correct the defect.

7. Independent Contractor Status: Contractor is acting as an independent contractor in performing the work required by the Purchase Order and is not an agent or employee of City. Nothing in the Purchase Order shall be interpreted or construed as creating or establishing the relationship of employer and employee between City and Contractor. Contractor is responsible for paying all required state and federal taxes.

8. Use of Subcontractors: Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by City in advance in writing.

9. Discrimination: Contractor shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.

10. Compliance with Laws: (a) Contractor shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of work under the Purchase Order.

(b) Contractor shall obtain and maintain throughout the life of the Purchase Order all permits and licenses required in connection with the work to be performed and shall provide copies of such permits and licenses to City, upon request.

11. Extra or Additional Work and Changes: Contractor shall perform no extra or additional work or alter or deviate from the work specified in the Purchase Order unless agreed in writing by City. Contractor shall not be compensated for extra work without written authorization from the City. Contractor must have the written authorization from the City in advance of any work being done.

12. Change Orders: City shall have the right to revoke, amend, or modify the Purchase Order at any time by issuance of a written Change Order. No verbal revocations, amendments or modifications shall be held binding on City; and City is not required to compensate Contractor for services not authorized in advance by written Change Order. Contractors must respond within ten (10) days of receipt of City's written Change Order. If written response is not received by City within ten (10) days or upon Contractor's performance of work reflecting the change, whichever occurs first, either of these actions shall constitute Contractor's acceptance of the change without any price or other adjustment.

13. Indemnification: Contractor shall indemnify, defend and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in the Purchase Order, caused in whole or in part by Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence, or willful misconduct of City.

14. Insurance: Contractor shall provide insurance coverage as listed in Attachment A to this document.

15. Assignment: Contractor shall not delegate or subcontract any duties or assign any rights or claims under the Purchase Order without City's prior written consent.

16. Termination: The Purchase Order may be terminated by mutual consent of both parties or by City at its discretion. City may cancel the Purchase Order at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under the Purchase Order as directed by City. If the Purchase Order is so terminated, Contractor shall be paid in accordance with the terms of the Purchase Order for work performed and accepted prior to termination.

17. Breach of Contract: Should Contractor breach any of the provisions of the Purchase Order, City reserves the right to cancel the Purchase Order upon written notice to Contractor and obtain such services from another source. If a greater price than that named in the Purchase Order is paid for such services, the excess price shall be charged to and collected from the Contractor.

18. Governing Law; Public Records: The Purchase Order shall be governed by and construed in accordance with the laws of the State of California as interpreted by the California courts, and any litigation arising out of the Purchase Order shall be conducted in the courts of the State of California. California law requires that the contents of the Purchase Order be open to inspection and copying by the public.

19. Force Majeure: Neither party to the Purchase Order shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Purchase Order upon written notice after determining such delay or default will reasonably prevent successful performance of the Purchase Order.

20 Exceptions to City's Terms and Conditions: If Contractor objects to any term or condition set forth in the Purchase Order, this objection must be in writing and received by City's Purchasing Division as identified below prior to Contractor's commencement of the work. Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by City.

22. Additional or Inconsistent Terms: Any term or condition set forth in any acknowledgment form provided to City by Contractor which is in any way different from, inconsistent with, or in addition to the terms and conditions of the Purchase Order will not become a part of the Purchase Order nor be binding on City. If Contractor objects to any term or condition set forth therein, this objection must be in writing and received by City's Purchasing Division as identified in this document prior to Contractor's delivery of product(s) or service(s). Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by City.

23. All notifications provided by Contractor as a result of or relating to this Purchase Order must be sent to: City of Madera, Purchasing Division, 1030 South Gateway Drive, Madera, CA 93637

23. Labor Compliance Requirements (Prevailing Wage, SB854 Etc). Contractor/Vendor must comply with all labor compliance requirements

Purchase Order Standard Terms and Conditions for the Purchase of Services

including but not limited to prevailing wage requirements, SB 854, Labor Code sections 1771.1(a) & 1725.5, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements if applicable.

ATTACHMENT "A"

Insurance Requirements

Service Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, his/her agents, representatives, or employees.

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.
- \$1,000,000 Errors & Omissions Liability appropriate to the Service Provider's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability.

If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

Other Insurance Provisions

The general liability policy and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Service Provider; and with respect to liability arising out of work or operations performed by or on behalf of the Service Provider. General Liability coverage can be provided with one of two endorsement options: 1) in the form of an additional insured endorsement to the Service Provider's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) OR 2) a CG 20 37 10 01 along with CG 20 10 10 01 endorsement forms or their equivalent language.
- For any claims related to this project, the Service Provider's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may acquire from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

Purchase Order Standard Terms and Conditions for the Purchase of Services

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the Service Provider, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage

Service Provider shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.