

**It is the bidder's responsibility to ensure that the most complete and current version of the bid document has been downloaded or otherwise obtained, including any addenda. Amended bids received without the applicable addenda will be rejected as incomplete**

***CITY of EL CAJON***  
***PURCHASING DIVISION***



***INVITATION TO BID***  
***FOR***  
***MOTOR VEHICLES***

**BID NUMBER: 026-03**

**DUE: 11:30 AM FEBRUARY 27, 2003**

## **NOTICE INVITING SEALED BIDS**

The City of El Cajon is inviting Sealed Bids for the provision of the following:

### **MOTOR VEHICLES**

Information regarding bid forms and other matters pertaining to same may be obtained from the Finance Department, 200 East Main Street, El Cajon, California. All bids shall be delivered to the Purchasing Division of the City of El Cajon on or before February 27, 2003 at the hour of 11:30 am at the above address. The City reserves the right to reject any and all proposals or bids, should it deem this necessary for the public good, and also the bid of any bidder who has been delinquent or unfaithful in any former contract with the City of El Cajon.

/S/ Colin Dawson  
Colin Dawson  
Purchasing Agent

Dated: 2/14/03

# City of El Cajon

## PURCHASING DIVISION

200 E. Main Street  
 El Cajon, CA 92020  
 (619) 441-1715

# BID FORM

**BID NUMBER: 026-03**

ITEM	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE		EXTENSION	
1	1	Each	Ford F-150 SuperCrew 4X2 Styleside XLT, 139" WB, W07/507A, with all equipment indicated as standard in manufacturer's published literature. Additionally required equipment:  422 California Emissions System 535 Trailer Towing Group Class III 63E Pickup Bed Extender T55 P255/70Rx16SL OWL All Season Tires  Color: CX Dark Shadow Gray with M2 Medium Graphite 40/60 Split Bench  Comparably equipped equivalent Chevrolet/GMC Truck model will be acceptable				
1A	1	Each	PowertrainCARE Extended Service Plan, 60 month/100,000 mile extended powertrain warranty, \$50.00 deductible.				
1B	1	Set	Factory Service Manuals, including powertrain, emissions, and wiring diagrams				

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# City of El Cajon

## PURCHASING DIVISION

200 E. Main Street  
 El Cajon, CA 92020  
 (619) 441-1715

# BID FORM

**BID NUMBER: 026-03**

ITEM	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE		EXTENSION	
2	2	Each	2003 Chevrolet Tahoe 2WD Police CC15706, with all equipment indicated as standard in manufacturer's published literature. Additionally required equipment:  1ST Base Vehicle Equipment Group 5W4 Special Service Vehicle YF5 California Emissions L59 Engine, Vortec 5300 V8 SFI G80 Differential, Locking GT4 Rear Axle, 3.73 Ratio BG9 Floor Covering, Vinyl NW7 Traction Assist System Z82 Trailering Equipment BVE Assist Steps V76 Recovery Hooks 5T5 Seats, 2 <sup>nd</sup> Row Vinyl w/Front Cloth  Color: 41U Black. Dealer to paint the roof and front doors only with 50U Summit White ("CHP pattern"). Interior: Gray/Dark Charcoal				
2A	2	Each	GM Extended Service Plan, 36 month/100,000 mile extended powertrain warranty, \$50.00 deductible				
2B	1	Set	Factory Service Manuals, including powertrain, emissions, and wiring diagrams				

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# City of El Cajon

## PURCHASING DIVISION

200 E. Main Street  
 El Cajon, CA 92020  
 (619) 441-1715

# BID FORM

**BID NUMBER: 026-03**

ITEM	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE		EXTENSION	
3	1	Each	Ford E350 Super Duty Extended cargo van S34/760A, with all equipment indicated as standard in manufacturer's published literature. Additionally required equipment:  422 California Emissions System 93N Non-California Dealer Emissions for Calif. Registration 16X Floor Covering, vinyl, rear delete 179 Glass, swingout side/fixed rear cargo doors 43P Power Group 536 Trailer Towing Package Class III  Color: YZ Oxford White Interior: AE Medium Flint vinyl buckets  Comparably equipped equivalent Chevrolet/GMC Truck model will be acceptable  NOTE: This vehicle to be delivered to upfitter: Animal Transport Conversion Vans 2225 Pulaski Hwy Aberdeen MD 21001  Ship-to codes for upfitter: Ford 88EAA6 Chevrolet 162403 GMC Truck 162500				
3A	1	Each	PowertrainCARE Extended Service Plan, 60 month/75,000 mile extended powertrain warranty, \$50.00 deductible.				
3B	1	Set	Factory Service Manuals, including powertrain, emissions, and wiring diagrams				

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# City of El Cajon

## PURCHASING DIVISION

200 E. Main Street  
 El Cajon, CA 92020  
 (619) 441-1715

# BID FORM

**BID NUMBER: 026-03**

ITEM	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE		EXTENSION	
4	4	Each	2003 Ford Crown Victoria Police Interceptor Package P71/750A, with all equipment indicated as standard in manufacturer's published literature. Additionally required equipment:  422 California Emissions System 177 Hoses, Silicone w/aircraft clamps 53M Noise Suppression Package (RFI) police radio 61H Decklid Release Switch driver Door and IP - Ignition Controlled 59M Side Air Bags 41A Comfort & Convenience Group 432 Keyed alike, key code 1284X  1 Car to be TS Silver Frost or JP Silver Birch with PC Light Flint cloth Split Bench/cloth rear  2 Cars to be LS Light Ice Blue with PC Light Flint cloth Split Bench/cloth rear  1 Car to be AQ Arizona Beige with PH Medium Parchment cloth Split Bench/cloth rear				
4A	4	Each	PowertrainCARE Extended Service Plan, 60 month/75,000-mile extended powertrain warranty, \$50.00 deductible .				

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# City of El Cajon

## PURCHASING DIVISION

200 E. Main Street  
El Cajon, CA 92020  
(619) 441-1715

# BID FORM

BID NUMBER: 026-03

ITEM	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
5	2	Each	Ford F450 Chassis Cab, DRW 4x2, Crew Cab, 200" WB (84" CA), W46/650A, with all equipment indicated as standard in manufacturer's published literature. Additionally required equipment:  422 California Emissions System 99P/44B 6.0L DI Power stroke/Electronic 5-spd Auto 572 Factory Air Conditioning 18L Cab steps, integrated 531 Class III TT Package 512 Spare wheel and tire  Color: Z1 Oxford White Interior: VH Medium Parchment HD Vinyl Full Bench Seat  Comparably equipped equivalent Chevrolet/GMC Truck model will be acceptable		
5A	2	Each	PowertrainCARE Extended Service Plan, 60 month/100,000 mile extended powertrain warranty, \$50.00 deductible.		
5B	2	Each	Factory Service Manuals, including powertrain, emissions, and wiring diagrams		

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# City of El Cajon

## PURCHASING DIVISION

200 E. Main Street  
 El Cajon, CA 92020  
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# BID FORM

**BID NUMBER: 026-03**

ITEM	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
6	1	Each	Ford Explorer 4 Door XLS, 4x2, U62/100A, with all equipment indicated as standard in manufacturer's published literature. Additionally required equipment:  422 California Emissions System  Color: YZ Oxford White Interior: RP Medium Parchment Cloth Buckets  Comparably equipped equivalent Chevrolet/GMC Truck model will be acceptable		
6A	1	Each	PowertrainCARE Extended Service Plan, 60 month/100,000 mile extended powertrain warranty, \$50.00 deductible.		
6B	2	Each	Factory Service Manuals, including powertrain, emissions, and wiring diagrams		

**THE FOLLOWING INFORMATION MUST BE FILLED IN**

FOB	SHIPPING POINT	PROPOSED METHOD OF SHIPMENT	NUMBER OF DAYS FOR DELIVERY	PAYMENT TERMS
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**To the City Council of the City of El Cajon:**

Pursuant to and in compliance with the Notice Inviting Sealed Bids, the undersigned bidder hereby proposes and agrees to provide MOTOR VEHICLES, in accordance with the bid specifications, instructions, and conditions, in the time, form, and manner provided by law at the bid price herein.

Bids must be signed by a responsible authorized officer or employee. Unsigned bids will be rejected. Each sheet, where specified, must be signed or initialed by person submitting bid.

The names of all persons, firms and corporations interested in the foregoing proposal as principals are as follows:

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The undersigned is/are prepared to satisfy the City Council of the City of El Cajon of their ability, financial or otherwise, to provide the items listed above in accordance with the specifications set forth in the bid.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	PRINTED NAME OF SIGNER	DATE
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Vendor \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Tax I.D. Number: \_\_\_\_\_

## **GENERAL CONDITIONS**

**1. GENERAL INFORMATION** - The Purchasing Agent of the City of El Cajon, California, will receive at his office at City Hall, 200 East Main Street at 11:30 am on February 27, 2003 bid responses for City of El Cajon Bid No. 026-03. Bids shall be made only on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms will be available and may be secured by prospective bidders at the office of the Purchasing Agent. Bids shall be written in ink or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.

**2. FORM OF BID** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs or a letter. Letters repeating prices and details from the City's specifications must be omitted.

**3. INTERPRETATION OF BIDS** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder may submit to the Purchasing Agent a written request for an interpretation thereof prior to the bid opening. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

**4. ADDENDA** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract.

**5. BID DELIVERY** - Bids shall be delivered to the Purchasing Agent of the City of El Cajon on or before the day and hour set for the opening of bids in the published NOTICE TO BIDDERS. Each bid shall be enclosed in a separate sealed envelope bearing the description of the bid call, the bid number, the name of the bidder, and the date and hour of the bid opening. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.

**6. LATE BIDS** - Any bids received after the scheduled time of opening will be clocked in and returned unopened to the bidder.

**7. NO BID** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise vendor's name will be removed from the bidders list.

**8. AWARD OR REJECTION** - The bid will be awarded to the lowest responsible bidder. The City, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to award. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

**9. TERMS AND CONDITIONS** - The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be

considered. Conditional bids cannot be accepted.

**10. ALTERNATES** - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form. If alternates are bid, literature must be submitted with bid in order for alternate to be considered. All items on which bids are submitted must in all cases be equal or better in quality and utility to those specified by the City. Determination of the acceptability of any product offered shall be solely at the discretion of the City of El Cajon.

**11. PAYMENT TERMS** - Must be indicated by filling in blanks in upper right corner of bid form. Cash discounts of less than 20 days will be considered net.

**12. FOB POINT** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.

**13. BRAND NAMES** - The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration. Notwithstanding the foregoing, the City may impose additional restrictions in the Specifications section of these documents.

**14. TAX** - No bid shall include federal excise tax, inasmuch as the City is exempt and will furnish exemption certificates upon request. Bids shall not include state sales or use tax. The City will pay applicable state sales or use taxes.

**15. SAMPLES** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense.

**16. INSPECTION** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.

**17. ASSIGNMENT** - No assignment by the contractor of any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

**18. WARRANTY** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid.

**19. TIMELY DELIVERY** - Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

**20. DAMAGES** - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract.

**21. TERMINATION FOR DEFAULT** - The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within

time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**22. TERMINATION FOR CONVENIENCE** - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**23. FISCAL YEAR** - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

**24. AFFIRMATIVE ACTION** - The City of El Cajon Affirmative Action Plan requires any vendor who receives business from the City in excess of \$10,000.00 to verify adherence to Affirmative Action guidelines as set forth in Executive Order 11246. To comply, each vendor awarded a contract by the City of El Cajon shall agree, and by signing and submitting a proposal for this contract does certify, to adhere to said guidelines.

**25. GOVERNING LAW** - This contract shall be construed and interpreted according to the laws of the State of California.

Questions relating to this bid should be directed to the Purchasing Agent, City of El Cajon, 200 E. Main Street, El Cajon, CA 92020.

**SPECIAL CONDITIONS**

**NOTE:** In the event that anything in these Special Conditions is in conflict with a requirement of the General Conditions, the Special Condition shall supersede.

**CITY OF EL CAJON BID CONDITIONS FOR MOTOR VEHICLES** – The following conditions apply to all purchases of motor vehicles. All vehicles shall be new (unused), current model year production. Vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature. Unless otherwise specified, all vehicles must include the following required items, whether standard or optional:

- California emissions system
- Automatic transmission
- Factory Air Conditioning and heater
- Tinted glass, all windows
- Heavy duty battery and alternator
- Left hand and Right hand outside mirrors
- AM/FM radio

Each vehicle shall include three (3) sets of keys to vehicle, which shall be provided at the time of delivery.

Shop service manual and wiring diagrams (when required) may be furnished on CD in lieu of paper edition.

The manufacturer's regular new vehicle warranty shall apply to all vehicles purchased under this bid. The warranty shall be factory authorized and shall cover not less than 3 years/36,000 miles, bumper to bumper, no charge for parts and labor.

Selling dealer shall register the vehicle as directed by the City. The City is exempt from registration fees, and shall provide a signed application for exempt registration.

The City is registered with the Ford Fleet program, FIN registration number QE218  
The City is registered with the GM Fleet program, FAN registration number 802956

**PUBLIC AGENCY CLAUSE** - It is intended that any other public agency (i.e., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the State of California shall have an option to participate in any award made as a result of this solicitation. The City of El Cajon shall incur no financial responsibility in connection with orders issued by another public agency. The public agency shall accept sole responsibility for placing orders or making payments to the vendor. Option shall not be considered in bid evaluation. State whether option is granted.

Yes [  ]                      No [  ]