



City of Manhattan Beach

Finance Department

General Services Division

PHONE: (310) 802-5568

FAX: (310) 802-5590

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INVITATION FOR BID

BID TITLE: Ford Animal Control Truck (1)
BID NUMBER: 1228-20
REQUESTING DEPARTMENT: Police
RELEASE DATE: November 13, 2019
DUE DATE: December 2, 2019 @ 11:00 AM
CONTACT PERSON: Gwen Eng at (310) 802-5567
CONTACT EMAIL: geng@citymb.info

Notice is hereby given that the Office of the City Clerk of the City of Manhattan Beach will receive sealed bids for a Ford vehicle. Each bid must be submitted in a sealed envelope and clearly marked:

“Bid # 1228-20 Animal Control Truck”

Failure to identify the bid on the envelope may result in disqualification of the bid

Sealed bids must be submitted to the office of the **City Clerk, 1400 Highland Avenue, Manhattan Beach, CA 90266. Bids will be received until 11:00 AM PST, Monday, December 2, 2019.** Bids will be opened at that time, but will be submitted to the Purchasing Manager for verification and compliance with Specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

Bids received after the deadline will be considered late. Such bids may be returned unopened. Faxed or emailed bids are not acceptable.

Any inquiries relative to this IFB should be directed to the Purchasing Manager at geng@citymb.info no later than November 22, 2019 @ noon.

Dated: This 13th Day of November 2019

Gwen Eng
Purchasing Manager

Instructions to Bidders/Definitions

The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" means the City of Manhattan Beach, California. The word "Bidder", "Proposer", "Vendor," "Supplier," or "Contractor" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.

Filing Date

All bids must be received at or before the time indicated above. Copies of all forms, specifications, and exhibits are available from the General Services Division of the City of Manhattan Beach at (310) 802-5568.

Reservations

The City Council reserves the right to reject any and all bids received; to take all bids under advisement for up to 90 days after opening; to waive any informality on any bid; and to be the sole judges of the relative merits of the material mentioned in the respective bids received. The Council also reserves the right to reject any item(s), award more than one contract for each of the items, and reject bids that are not accompanied by the requested information.

Bid Form

- The Bid must be made on the forms provided, enclosed in an envelope, and marked with appropriate bid number and title, addressed to the City Clerk, City Hall, Manhattan Beach, California.
- **No telephone, faxed or emailed bids will be accepted.**
- If the bid is made by an individual, it must be signed by the full name of the Bidder and include the Bidder's complete address. If it is made by a firm, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given. If it is made by a corporation, it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature.
- The phraseology of the proposal must not be altered in any way.
- Unless otherwise stated, bids will be received on one or more or all items. Bidders must specifically quote on UNITS as shown on the Bid sheet. In the case of error in extension of prices, the unit price will govern.
- Bids are subject to acceptance by the City for a period of 90 days, unless a different period is prescribed in the bid by the bidder.
- Bidders are invited to attend the bid opening at the date and time stated above.
- Bid results are available by calling the Purchasing Division at (310) 802-5568.

The Contract

The Proposer to whom the award is made will be required to enter into a written contract with the City. The contract may be in the form of a purchase order. A copy of the Request for Proposal, the vendor proposal, and the contract specifications may be attached to, and will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of State and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

Warranties

Bidder shall provide copies of all warranties applicable to the proposed materials. Warranties shall be a definite consideration in establishing the relative merits of the Bids.

Patent Rights

The vendor agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the vendor is not lawfully entitled to sell.

Taxes

The City of Manhattan Beach is exempt from paying Federal Excise Taxes. These taxes are not to be included.

Delivery

All deliveries of such items to be furnished must be made to job sites or City warehouse within the boundaries of the City of Manhattan Beach. Where a specific delivery schedule is required, proximity to that schedule will be a consideration.

Payments

Complete payment on the contract will be made in approximately 30 days from the complete delivery and acceptance of the merchandise or service, unless alternate terms are proposed and accepted by the City. **The City may consider prompt payment discounts when calculating the lowest bid if the end result benefits the City.**

Errors/Omissions

The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with the Bid. Full instructions will be given if such errors/omissions are discovered, and vendor agrees to abide by said instructions.

Force Majeure

Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

Default

If the vendor fails in any manner to fully perform and carry out each and all of the terms, covenants, and conditions of the award, then the vendor is in default of the contract. The vendor shall be notified in writing of the default status, and will be given a time frame in which to comply. If the vendor fails to comply within the time frame given, the city, at its option, may terminate or cancel the contract, and at the expense of the contractor, complete the contract with an alternate contractor. Such termination shall not affect or terminate any of the rights of the City against the vendor, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the city under law. The waiver of a breach of any term, covenant, or a condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Business License

The successful contractor () will (X) will not be required to procure a City of Manhattan Beach Business License prior to commencing work. Call Business Licensing at (310) 802-5558 for rate information or to apply for a license.

Contract Extension to Other Cities/Agencies

Other Cities/Agencies may be interested in purchasing against an awarded contract, subject to the same price, terms and conditions offered to the City of Manhattan Beach, and by mutual agreement by the City and the vendor. The City does not warrant any additional use of the contract by such agencies. All requirements of the specifications, purchase orders, invoices and payments with other agencies will be directly handled by the successful Bidder and the piggybacking agency.

Department Policy for Grant Funded Purchases

Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively “Contractor”) are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

- 1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its Principals [as defined at 49 C.F.R. section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

City of Manhattan Beach
Bid Specifications - #1228-20
Animal Control Truck

The City of Manhattan Beach is soliciting bids for one (1) new 2019 or 2020 Ford F-150 Crew cab special service vehicle, as specified herein. No substitutions will be accepted. Vehicle mileage shall not exceed 200 miles when delivered to the City.

Bid Requirements

Bids shall specify each item as set forth in this Request for Bid (RFB). Failure to comply with all requirements and conditions set forth by these specifications and RFB instructions will be the cause for the rejection of the bid(s). No exceptions or deviations from these specifications will be considered unless each exception or deviation is specifically identified with a detailed statement fully defining the exception(s). All exception(s) must be fully supported by detailed specification regarding the deviated item and shall accompany the proposal for evaluation by the City. If no exceptions are identified, the bidder shall be required to furnish the service exactly as specified herein. The burden of proof of compliance with these specifications is the responsibility of the bidder. Acceptance or rejection of the changes is the sole prerogative of the City. The City reserves the right to reject any and all bids or to make no award.

Deliverables

1. Successful bidder shall deliver fully assembled unit to the City of Manhattan Beach Public Works Facility, 3621 Bell Avenue, Manhattan Beach, CA.
2. Bidder shall be responsible to obtain Exempt registration.

Vehicle License/Registration

Vendor shall make the necessary arrangements to transfer title of the equipment/vehicle, and apply exempt license. The registered owner shall be shown exactly as outlined below, on all forms where the registered owner is listed:

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

The vendor shall provide documentation from the Department of Motor Vehicles, at the time the vehicle is delivered, as evidence of having applied for registration/license. License plates are to be mounted on the vehicle when delivered.

Pricing

Pricing shall include the fully equipped unit plus documentation, transportation, sales tax and any other applicable charges/fees. The City is exempt from any federal excise tax and California State license and registration fees. However, sales tax must be added at the Los Angeles County rate of 9.5% even if your company or firm does not collect California State sales tax. Bidders are cautioned when calculating sales tax. California Board of Equalization Regulations requires “handling” to be taxed. Shipping may also be taxed if delivery is through a company-owned vehicle. Miscalculation of sales tax may affect the overall bid price. Thus, vendors should consult with their tax advisors or accounting staff to ensure sales taxes are calculated correctly prior to submitting a bid.

Prices shall be F.O.B. destination. Any cash incentives/prompt payment discounts offered may be used when calculating the lowest bid if the end result benefits the City. Any prompt payment discounts shall be calculated from the time of delivery and acceptance of vehicles by the City, not invoice date.

Invoicing and Payment

An invoice shall be provided to the City upon delivery of the unit. The City will effect payment within 30 days of the receipt of properly completed invoice from the Dealer.

SPECIFICATIONS

	Meet specs (Y or N)	Code
New & unused Ford F-150 SSV (66S) XL supercrew cab		
4x4		
5.0L V8 engine, automatic transmission		
California emissions		
6 ½ ft. bed		
Whiter exterior (YZ)		
Medium earth gray interior (G)		
Black vinyl flooring		
Black cab steps		
Box side steps		
Daytime running lights		
Floor liners		
Fog lamps		
Mirrors – Manually folding power, heated sideview with integrated turn signal indicators (54R/59S)		
Reverse sensing system (76R)		
Skid plates (413)		
XL power equipment group (XL 100A) (85A)		
Tires – LT245/70R17E BSW all-terrain		
Tough Bed spray-in bedliner		
Trailer tow package (53A)		
FX4 off-road package (55A)		
Box lighting (85P)		
Extended range fuel tank (655)		
Tailgate step includes step, grab bar and tailgate assist		
4 sets of keys		
Include the following which aren't listed in the vehicle brochure and provide code:		
Back up camera with large screen		
Driver and passenger LED spot lights		
Running boards		

PRICING

Description	Price	Taxable (Y/N)
Ford F-150 Animal Control Truck		
Year _____		
Sales tax (must be calculated at 9.5% rate even if your jurisdiction's rate is less)		
Documentation/Transportation Fees (if any, the City is exempt from DMV registration fees)		
Tire fee		
Other Applicable Fees (specify):		
Prompt Payment Discount or Incentives (if any, please describe)		
Total Cost (F.O.B. Destination)		

Lead Time _____

Company name _____

Manufacturer Cut-off _____

Note that a letter of intent may be issued prior to a purchase order, in order to ensure that the vehicle order is placed with the manufacturer. This will be done to guarantee delivery.

The undersigned has read, understands, and has carefully checked all specifications for Invitation for Bid #1228-20 Ford Animal Control Truck. By signing this document, I attest that I am authorized to contractually bind the company listed, and will meet the bid requirements if awarded a contract.

Dated this _____ day of _____

Name Printed _____

Signature _____

Title _____

Name of Company _____

Business Address _____

City, State, Zip # _____

Telephone Number _____

E-mail _____