



**REQUEST FOR QUOTATION**

**PURCHASE (3) 2009 FORD CROWN VICTORIA  
POLICE INTERCEPTOR VEHICLES**

**BID NO. 070-1205-09F**

**BID DUE DATE: TUESDAY, JANUARY 6, 2009, 2:00 P.M.**

## I. GENERAL CONDITIONS

**1. General Information** - The Purchasing Division of the City of Antioch, California will receive at its office located at the Maintenance Service Center, 1307 West Fourth Street, at 2:00 p.m. on Tuesday, January 6, 2009, bid responses for City of Antioch Bid No. 070-1205-09F for 3 each 2009 Ford Crown Victoria Police Interceptor vehicles. 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 Division. Bids shall be written in ink, computer generated, 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.

If you downloaded this Request for Proposal from the City of Antioch's website [www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm](http://www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm), it is your responsibility to check back on the website for any addenda that may have been issued, prior to the bid/proposal due date (or you may contact the Purchasing office at 925-779-6994).

**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 Openings** - Bids shall be delivered to the Purchasing Division of the City of Antioch 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, 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, but they will not be opened or considered.

**7. No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated.

**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 the 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. Alternatives** - 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 the 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 Antioch.

**11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.

**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 Specification section of the documents.

**14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes (8.25%).

**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 or 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 later 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. Liquidated 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. Equal Opportunity** - The City of Antioch requires any vendor who receives business from the City to adhere to the Equal Opportunities in Employment guidelines as set forth within Federal and State guidelines. By signing and submitting a proposal for this contract to the City, the vendor 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.

**26.** Questions relating to this bid should be directed to the Debra Joseph, Buyer II, City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, (925) 779-6995, or Mike Bechtholdt, Streets Superintendent, at (925) 779-6953. All changes will be directed through the Purchasing Division.

**27. Bid Delivery Addresses:**

Send via mail (sealed) to:	or	Deliver via courier (sealed) to:
City of Antioch/Purchasing		City of Antioch/Purchasing
Bid No. 070-1205-09F		Bid No. 070-1205-09F
P.O. Box 5007		1307 West Fourth Street
Antioch, CA 94531-5007		Antioch, CA 94509

**Directions to Purchasing:** From Highway 4, take Auto Center Drive exit. Drive north approx. 1 mile; Auto Center Drive turns into West Fourth Street. Purchasing is located at 1307 West Fourth Street (Fourth and 'N' Streets). Enter from 'N' Street. The office is located in the mobile trailer next to the Stores Warehouse.

**II. DETAILED SPECIFICATIONS**

**2009 Ford Crown Victoria Police Interceptors**

**A. Brief Description of Product to be Purchased and Its Intended Use** - It is the intent of this specification to describe three (3) new, current model year (2009), automobiles to be used in traffic and law enforcement work, with accessories, as specified herein. The vehicles will, at times, be operated at speeds in excess of 100 miles per hour for both short and long durations. They will be driven on all types of roads and road surfaces. Temperatures to which the vehicles will be exposed will range from approximately plus 10 degrees F to plus 120 degrees F.

The equipment shall be new, of current production, and carry the manufacturer's standard guarantee against defective parts and/or workmanship. All separate units shall be installed, connected, and in good operating order.

- B. Detailed Specifications** - Detailed specifications are itemized in the section entitled "Specification Compliance Survey". Bidder shall complete said survey and submit it with the Bid Page.

These specifications are to be considered minimum; bidder may offer equipment which exceeds these specifications. However, equipment which fails to meet the minimum requirements shall be considered non-responsive to the City's needs.

## **TERMS AND CONDITIONS**

### **A. Nomenclature**

1. As used throughout this bid invitation and its attachments, the following terms are synonymous:

- a. "seller", "supplier", "vendor", "contractor", "successful bidder", and "selected bidder";
  - b. "purchase order", "contract" and "agreement";
  - c. "services", "work", and "project".
2. "The City" refers to the City of Antioch.

- B. Standard Terms and Conditions of Purchase** - The City of Antioch Standard Terms and Conditions, as listed on Page 3, Item 9, apply to any purchase resulting from this bid invitation except to the extent that they are in conflict with this bid invitation. In the event of such a conflict, the specifications, terms, and conditions set forth in this bid invitation shall prevail.

- C. Delivery and Inspection** - Delivery of acceptable equipment is desired within 90 calendar days after receipt of a purchase order by the successful bidder. Equipment shall be delivered to the City of Antioch Vehicle Maintenance Shop, 1201 West Fourth Street, Antioch, CA 94509.

## **SPECIAL INSTRUCTIONS FOR COMPLETION OF BID PACKAGES**

- A. Entries** - All entries shall be printed in ink or shall be typewritten.

- B. Bid Pricing** - Bid price shall include the cost of three (3) new, current model year (2009), police patrol sedans, with accessories, complete as specified, and all delivery costs.

- C. Corrections** - Corrections shall be initialed in ink by the person signing the bid.

- D. Additional Information** - All requested information must be provided. If necessary, bidder may attach additional sheets clearly cross referenced to the applicable item number.

E. **Addenda** - Bidder shall indicate the number and date of all addenda received by bidder.

F. **Signature** - Bid shall be signed by an authorized representative of the bidder.

G. **Required Attachments**

1. Brochures, drawings, pictures or catalogs, as well as detailed descriptions of any alternate or substitute items offered, must be provided with the Bid Pages.
2. Bidder shall complete and submit the following section entitled "Specification Compliance Survey" with the completed Bid Page. **Failure to do so will result in bid rejection.**

**SPECIFICATION COMPLIANCE SURVEY**

Throughout these detailed specifications, pages 7 through 17, bidder is requested to indicate in Column A if the equipment offered meets or does not meet the City's specification, item by item. If an item does not meet specification, the bidder must indicate in Column B the manner in which the item does not meet the City specifications. If more space is needed to explain a deviation, the bidder may do so on the manufacturer's specification sheet, or in a letter attached to the bid.

**Column A**

**Column B**

(Meets City Specs) (Explain Deviations)  
**(Yes or No)**

1. **ENGINE:**

1a. Shall be heavy duty "Police Pkg" 4.6l V-8, OH valve, with displacement determined by the manufacturer so that all performance specifications are achieved (see Section 29b. of this specification). 1a. \_\_\_\_\_

1b. Shall be fuel injected, designed to operate knock free at all engine and vehicle speeds on unleaded regular fuel with a minimum octane rating of 91 RM and 83 MM with maximum lead content of 0.05 grams per gallon and maximum phosphorous content of .005 grams per gallon. 1b. \_\_\_\_\_

2. **OIL COOLER:**

A factory installed auxiliary engine oil cooler shall be installed (see Section 29e. of this specification). 2. \_\_\_\_\_

3. **FUEL SUPPLY SYSTEM:**

The fuel supply system shall be of such design to eliminate vapor lock and flooding when engine is operating at high temperature, or during a heat soak period after the hot engine is turned off. 3. \_\_\_\_\_

4. COOLING SYSTEM:

4a. Cooling system shall be liquid pressurized, forced circulation type. Manufacturer shall provide heaviest duty cooling system components and recovery system applicable to the model offered. The cooling system design and capacity shall maintain the engine at optimum safe temperature, under all operating conditions specified without any loss of coolant or overheating of engine and components. Optimum engine temperature shall be maintained with vehicle loaded to the GVWR and continually operated at all altitudes and grades in ambient temperatures ranging from 10 degrees to 120 degrees F. 4a. \_\_\_\_\_

4b. Recovery system shall be a closed, air free liquid state, coolant level indicating overflow recovery and compensating system. System shall have a hermetically sealing pressure radiator cap, with spring-loaded vent valve, and a vented unbreakable translucent reservoir with connecting hose. 4b. \_\_\_\_\_

5. HOSES:

5a. All radiator, bypass, and heater hoses shall be made of silicone. 5a. \_\_\_\_\_

5b. The hoses shall not collapse under any operating conditions. 5b. \_\_\_\_\_

5c. Hose clamps on engine cooling & vehicle heating system shall be steel metal band positive closure type. **Wire spring type not acceptable.** 5c. \_\_\_\_\_

6. ELECTRICAL SYSTEM:

6a. Vehicle shall have heavy duty electrical system having the following minimum capacity: All units shall have electronic ignition which will not be affected by a 35 watt, 485 MHZ radio system when in the immediate vicinity and in the transmit mode. 6a. \_\_\_\_\_

6b. All units shall have a fuel management system with on-board diagnostic capability. 6b. \_\_\_\_\_

7. BATTERY:

The battery shall be the heaviest duty type and size listed in the manufacturer's current literature or police package brochure, applicable to the vehicle bid. 7. \_\_\_\_\_

8. ALTERNATOR:

Alternator shall be the highest capacity optional alternator, listed in the manufacturer's current police package brochure, applicable to the vehicle bid, shall 8. \_\_\_\_\_

have a minimum 200 amp output and minimum curb idle output of 135 amps at 700 RPM with transmission in park position without the use of an add-on idle speed increasing device. The accessory drive belts shall be of a heavy duty, serpentine type with self-adjusting tensioner that will drive all accessories with one belt.

9. RADIO SUPPRESSION:

All electrical equipment shall be shielded with 9. \_\_\_\_\_  
manufacturer's police radio suppression package option  
to minimize radio interference in 485 megahertz range.  
Past experience has shown that the following ground  
straps are required as a minimum to meet the require-  
ments of this specification:

1. Rear bumper to frame or body.
2. Hood to body.
3. Trunk lid to body.
4. Frame to body if frame and body construction.
5. From each exhaust pipe to body or frame at rear.
6. Engine to frame.
7. Frame to body at front.

10. CHASSIS:

10a. Wheelbase. The wheelbase shall be 114" 10a. \_\_\_\_\_  
minimum, 116" maximum.

10b. Suspension. Front & rear suspension, incl. 10b. \_\_\_\_\_  
shock absorbers, shall be heavy duty design for police  
work. Heavy duty front & rear stabilizer bars required.  
NOTE: A push bumper weighing approximately 60 lbs  
will be mounted on front of the car. Approx. 200 lbs. of  
equipment will be carried in the trunk at all times.

10c. Differential. Differential shall be conventional 10c. \_\_\_\_\_  
type, ring and pinion gears, with a ratio designed to give  
best overall performance for transmission and tire size  
installed on vehicle. The gear ratio shall be same on all  
vehicles, closest ratio to 3.27:1 offered by manufacturer.

10d. Transmission shall be heavy duty, fully 10d. \_\_\_\_\_  
automatic overdrive with a minimum of four (4)  
speeds forward and one (1) reverse. The transmission  
shall be equipped with internal and external transmission  
fluid cooler, to meet the requirements of Section 29e of  
these specifications.

11. Steering shall be power assisted "firm" type or 11. \_\_\_\_\_  
variable ratio. A power steering fluid cooler, if needed

to meet the criterion of 300 degrees F maximum, as per Section 29e of this specification, shall be installed.

12. BRAKES:

Brakes shall be power assisted anti-lock ABS, with front disc and rear disc type brakes (disc brakes on all four wheels preferred). The rotors shall be ventilated. The brake linings shall be heavy duty for police work. Brake system shall meet brake performance tests of this specification as detailed under Section 29d of this spec.

13. WHEELS AND TIRES:

Each vehicle shall be supplied w/5 wheels & tires designed for police pursuit duty. Wheels shall be 17" x 7.0 inches minimum and shall have a safety ridge rolled into rim, or otherwise designed to prevent the tire from separating from the wheel in the event of a flat. The spider shall be heavy duty.

Tires shall comply with State of California Specification for High Speed Tires. The vehicle manufacturer shall certify as many as possible tire manufacturers' tires to be compatible with their vehicle.

Wheels and tires installed on the vehicle (including spare) shall provide a minimum "reserve load" of 3.0 percent as defined in Code of Federal Regulations, Title 49, Chapter V, Part 575.102. Each vehicle shall be equipped with four (4) Small Center Cap Style Hub Caps

14. BODY: shall be a four-door sedan w/center post. Vinyl type protective molding trim shall be installed except on the front doors. This is to permit installation of the City of Antioch insignia (15" wide X 18" high) without trim interference. Moldings shall be mechanically attached with rivets, screws, clips, etc., adhesive attachment not acceptable. Holes for molding in front door shall be plugged before painting the door. The front door side molding shall be supplied with mounting hardware for installation by the City when the vehicle is taken out of service. Rear deck lid emblems and trim must be removed, if necessary, to permit installation of City decals. All emblems and trim removed shall be furnished to the City in bulk pack.

15. Exterior Color. The body shall be painted factory Option 955, 2 front door and roof painted white, and remainder of car black. Paint must be factory applied during the manufacturer's assembly operations. The wheels shall be painted black.

16. INTERIOR:

Front seats shall be 40/40 or 45/45 bucket type. 16. \_\_\_\_\_  
Driver's seat shall be 6-way power adjustable and shall be  
heavy duty type designed for maximum comfort, support,  
and durability. Upholstery shall be dark charcoal (IW)  
nylon, or woven synthetic fabric and vinyl trim material.  
Solid vinyl seat covering material is not acceptable.  
Other material and color is subject to City of Antioch  
approval. Rear seat to be solid vinyl.

17. STEERING WHEEL:

A tilt steering wheel with light colored wheel to 17. \_\_\_\_\_  
reduce heat absorption is required.

18. SPEEDOMETER:

Vehicle described in this specification will be used in 18. \_\_\_\_\_  
law enforcement and extreme speedometer accuracy is essential.  
The speedometer shall be calibrated and shall be accurate within  
2 miles per hour at speeds from 15 to 100 miles per hour. Dial  
face shall be marked up to a minimum of 120 miles per hour.  
Design of speedometer shall be such to insure accuracy throughout  
the life of the vehicle. Face markings shall not be in increments  
greater than 2 miles per hour. The face shall contain the wording  
"Certified Speedometer" or other wording to indicate that the  
speedometer accuracy is certified, or a letter of certification of  
accuracy shall be provided with each unit. Vendor shall specify  
size of tire for which the speedometer is certified. The pointer shall  
not cover more than a two (2) mile per hour section of the scale.

19. DASHBOARD:

Dashboard shall be supplied with AM/FM stereo 19. \_\_\_\_\_  
Radio (58f). All dashboards shall be built alike.

20. SPOTLIGHTS:

Manufacturer will install two (2) spotlights, Unity 20. \_\_\_\_\_  
Model 225, one (1) on each windshield post. The vehicle  
design must include a factory installed spotlight accommo-  
dation package, including pre-drilled "A" pillars and door/  
door weatherstrip modifications.

21. FLOOR MATS:

Floor mats covering entire floor front & rear shall 21. \_\_\_\_\_  
be heavy duty rubber or vinyl; carpeting is not acceptable.  
The color shall be black, or keyed with the upholstery color.

22. HOOD LATCH RELEASE:  
Hood latch release shall be mounted inside front passenger compartment so that the hood cannot be opened from outside the vehicle. The release shall be readily accessible to the driver. 22. \_\_\_\_\_
23. REAR DECK LID RELEASE:  
Rear deck lid release shall be provided on dashboard to the right side of the steering column to permit the opening of the rear deck lid by an electric solenoid. 23. \_\_\_\_\_
24. TRUNK COMPARTMENT:  
Trunk shall have usable luggage capacity of 16.0 cubic feet, minimum. Equipped with TRUCK PACK OPTION (14T). 24. \_\_\_\_\_
25. SPARE WHEEL AND TIRE:  
A full size wheel & spare tire shall be furnished. A space saver type spare tire is not acceptable. Standard tool kit, including wheel changing tools and jack adequate To safely lift the vehicle. 25. \_\_\_\_\_
26. RADIO SPEAKER:  
There shall be (2) front radio speakers, each with voice coil impedance of between four (4) and eight (8) ohms and shall be capable of handling a minimum of twenty (20) watts R.M.S. audio output. The frequency response required is 300 to 3,000 Hz when installed. If the radio speakers are dealer installed, they shall be covered by the vehicle manufacturer's warranty. Insulator gaskets or spacers, i.e. rubber or cork, shall be used in fastening the speaker mounting plate to the dash to minimize vibrations. The speaker(s) shall be installed in the factory left and right locations with lead wire(s) attached and extending twelve (12) inches below the bottom of dashboard for purpose of connecting the City mobile radio. 26. \_\_\_\_\_
27. FUEL TANK:  
Fuel tank furnished shall be the largest capacity available. 27. \_\_\_\_\_
28. MISCELLANEOUS EQUIPMENT:  
Each vehicle shall be furnished with the following equipment:  
28a. Heater & defroster, fresh air type, incorporating refrigeration air conditioning of a size and type recommended and installed by the manufacturer of the vehicle. An automatic high speed or high head pressure compressor cut-out to be installed, or other means provided to protect the compressor from excessively high head pressure. 28a. \_\_\_\_\_

- 28b. Intermittent windshield wiper system. 28b. \_\_\_\_\_
- 28c. Fuel gauge, engine oil pressure, water temp. and amp or volt indicator. 28c. \_\_\_\_\_
- 28d. Cigarette lighter in front compartment. 28d. \_\_\_\_\_
- 28e. Dual electric horns. 28e. \_\_\_\_\_
- 28f. Halogen headlamps, high and low beams. 28f. \_\_\_\_\_
- 28g. Standard map or courtesy light. Door post switches shall be inoperative. 28g. \_\_\_\_\_
- 28h. Ash receiver tray in front & rear compartment 28h. \_\_\_\_\_
- 28i. Front ash tray relocated to armrests or on driver's door, if available. 28i. \_\_\_\_\_
- 28j. Driver and passenger side air bags. 28j. \_\_\_\_\_
- 28k. Rear window defogger/defroster on separate switch. 28k. \_\_\_\_\_
- 28l. Single key for ignition, doors, and trunk locks. 28l. \_\_\_\_\_

**Each vehicle shall be keyed alike.**

**NOTE: Successful vendor shall provide a total of five (5) keys for each vehicle (total of 15 keys for the order).**

- 28m. Arm rests on each of the 4 doors (arm rests in rear passenger compartment may be mounted on other than the door, if vehicle is so designed). 28m. \_\_\_\_\_
- 28n. Power door locks, left front door lock only shall be designed so inside passenger can open door without first unlocking the door. Right front and both rear door locks shall be so designed to require the lock button to be released before doors can be opened. 28n. \_\_\_\_\_
- 28o. Inside rear door handles to be disconnected. Rear doors can only be opened from the outside. Rear door power regulators for windows shall be operable only from the driver's position. 28o. \_\_\_\_\_
- 28p. Outside mirrors, remote control, driver accessible, similar in appearance mounted on left and right front doors. Both mirrors shall be controllable from the driver's seat. 28p. \_\_\_\_\_

- 28q. Two coat hooks installed in rear compartment. 28q. \_\_\_\_\_
- 28r. Tinted glass, all windows and windshield. 28r. \_\_\_\_\_
- 28s. Light in trunk with trunk lid actuated switch. 28s. \_\_\_\_\_
- 28t. Light in engine compartment w/hood actuated switch located to illuminate engine oil dip stick & filler. 28t. \_\_\_\_\_
- 28u. Standard tool kit, including wheel changing tools and jack adequate to safely lift the vehicle. 28u. \_\_\_\_\_
- 28v. All 4 windows shall be power actuated and controlled from the driver's side door control panel with a lockout feature to prevent other windows from being operated when locked out by the driver. 28v. \_\_\_\_\_
- 28w. Accessory feed wires, one fused 30 amp ignition feed with one #10 gauge wire & one fused 50 amp direct battery feed with one #10 gauge wire. Each wire is terminated with a 3-way connector. Connectors and wires are coiled and located on the front passenger side under the glove box. Wires are routed to the fuse box located on right fender apron in engine compartment. 28w. \_\_\_\_\_
- 28x. Wiring Package, Front: Five-Circuit Harness. Provides one circuit to alternate flasher with two feeds for flashing lights. Additional four circuits for customer connection. One end coiled on RH shock tower routes through dash panel with other end in a 36-inch coil at center of dash. 28x. \_\_\_\_\_
- 28y. Owner's Manual. 28y. \_\_\_\_\_
- 28z. Warranty Certificate and Card. 28z. \_\_\_\_\_
29. PERFORMANCE:
- 29a. Vehicle offered shall possess outstanding road-ability maneuverability, cornering & other road handling characteristics necessary for a vehicle engaged in high speed law enforcement work, which includes long runs over various types of roads and operation during all kinds of weather. Each vehicle delivered against this specification shall be capable of sustained high speed operation at full throttle for a minimum distance of 25 miles without damage to the power train. 29a. \_\_\_\_\_

29b. Speed & Acceleration. The vehicle offered is 29b. \_\_\_\_\_  
 to be capable of meeting the following speed and  
 acceleration requirements: \_\_\_\_\_  
 0 to 60 miles per hour in 10.7 seconds maximum.  
 0 to 100 miles per hour in 29.0 seconds maximum.  
 50 to 100 miles per hour in 22.0 seconds maximum.  
 Top speed 120 MPH minimum within 2 miles or less.

29c. Fuel economy — Vehicle shall have minimum 29c. \_\_\_\_\_  
 EPA fuel economy rating of 15 MPG city and 20 MPG  
 highway. Enter the actual fuel economy estimates for  
 make & model offered in the space provided: CITY: \_\_\_\_\_ HWY: \_\_\_\_\_

29d. Braking — Vehicle shall comply with current 29d. \_\_\_\_\_  
 California Highway Patrol (CHP) brake performance  
 standards, which include the ability to make four (4)  
 high speed impending skid type stops at two (2) minute  
 intervals and still be capable of a straight line stop. \_\_\_\_\_

29e. Oil Coolers — Factory installed engine oil, 29e. \_\_\_\_\_  
 transmission fluid, and power steering fluid coolers shall  
 be provided to maintain oil operating temperatures not  
 to exceed the following limits: \_\_\_\_\_

1. Engine Oil	275 degrees F, maximum
2. Transmission Fluid	275 degrees F, maximum
3. Power Steering Fluid	300 degrees F, maximum

Test conditions to check maximum oil operating temperatures:  
 1. Ambient Temperature +100 degrees F, minimum  
 2. Elevation -20 to +5000 feet

30. CERTIFICATION:  
 All equipment shall be properly certified for oper- 30. \_\_\_\_\_  
 ation in California by the appropriate Federal and State  
 agencies at the time of opening of the Invitation for Bid. \_\_\_\_\_

31. TECHNICAL INFORMATION:  
 Successful bidder shall supply the City of Antioch 31. \_\_\_\_\_  
 with the following technical information prior to the  
 time the first vehicle is delivered: \_\_\_\_\_

Two owner's manuals for each vehicle ordered.

One complete set of service manuals covering all components of  
 the vehicle purchased, including emission and wiring diagrams.

Dealer's Service Bulletins, one (1) copy of each bulletin already published, applicable to the model year car being purchased. The City of Antioch shall be placed on the mailing list to receive a like number of dealer's service bulletins each time they are published.

A statement of the octane research method (Research Method F-1) and motor method requirements of the engine.

It is also intended that the above information shall be in the hands of all dealers in Contra Costa County who may reasonably be expected to repair or service one of the vehicles purchased.

32. LICENSING DOCUMENTS:

**ALL LICENSING AND DMV PAPERWORK WILL BE HANDLED BY THE DEALER SUPPLYING THE VEHICLES.**

33. REPAIR PARTS:

It shall be responsibility of manufacturer supplying 33. \_\_\_\_\_  
the vehicles purchased to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the Department without undue delay. A special system shall be set up for expediting the procurement of "hard to get" items needed to repair an inoperative vehicle, including a system to air freight parts at factory expense when parts are not in stock in California depots. Parts must be available within three (3) working days after telephone notification.

34. WARRANTY:

Manufacturer's regular new vehicle warranty shall 34. \_\_\_\_\_  
apply to all vehicles procured against this specification. The vehicles purchased to this specification shall have the standard manufacturer's warranty of 36,000 miles/three years parts and labor. In addition, the vehicle shall carry an extended factory warranty of 75,000/3 years on the drive train, with no deductible. Warranties shall take effect on the date that the vehicle is placed in service, not delivery date. The selling dealer will be notified of delayed in-service dates for each vehicle. The cost of the required warranty shall be included in the bid price. This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The City's established preventive maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures which may form as part of the warranty. A warranty certificate and/or card shall be supplied with each vehicle delivered.

35. If corner lights flash when doors are locked & shut, 35. \_\_\_\_\_  
this must be reprogrammed or disconnected before delivery.

**RETURN THIS PAGE WITH YOUR PRICING SCHEDULE**

**III. Bid Work Sheet - Bid No. 070-1205-09F - Due 1/6/09 at 2:00 p.m.**

To The City of Antioch:

The undersigned submits for consideration to the City of Antioch the following bid for supplying vehicles in accordance with bid instructions and vehicle specifications. All quotations are less Federal Excise Tax. The City is exempt under Federal IRS regulations.

3 each 2009 Police Interceptors	Model or Series Name	Unit Cost Per Vehicle	8.25% Sales Tax	Tire Tax	Total Cost Per Unit

Earliest possible delivery date(s) \_\_\_\_\_

Terms or Cash Discount (if other than net 30 days) \_\_\_\_\_  
 The City of Antioch terms are Net 30 days.

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Send via mail (sealed) to:                      or  
 City of Antioch/Purchasing  
 Bid No. 070-1205-09F  
 P.O. Box 5007  
 Antioch, CA 94531-5007

Deliver via courier (sealed) to:  
 City of Antioch, Purchasing  
 Bid No. 070-1205-09F  
 1307 West Fourth Street  
 Antioch, CA 94509

**Directions to Purchasing:** From Highway 4, take Auto Center Drive exit. Drive north approx. 1 mile; Auto Center Drive turns into West Fourth Street. Purchasing is located at 1307 West Fourth Street (Fourth and 'N' Streets). Enter from 'N' Street. The office is located in the mobile trailer next to the Stores Warehouse.

**LATE BIDS WILL NOT BE ACCEPTED – NO EXCEPTIONS.**

# REQUEST FOR QUOTATION INSTRUCTIONS AND CONDITIONS

## 1. PREPARATION/SUBMISSION OF BIDS:

- Each bid must be submitted on this form in a sealed envelope with the bid number, closing date, and time on outside.
- All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- Corrections and/or modifications received after the closing time specified will not be accepted.
- Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.
- Time of delivery may be a consideration in the award.
- Prices will be considered as net if no cash discount is shown.
- All bids shall be signed by an authorized officer or employee of the bidder.
- Bids must be submitted by the date and at, or prior to, the time specified to be considered. No late bids, telegraphic or telephone, will be accepted.
- If your quotation is on an “all or nothing” basis, please state on quotation form.

## 2. BRAND NAMES:

- Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

## 3. SAMPLES:

- Samples of articles, when required, shall be furnished free of cost of any sort to the City of Antioch.
- Samples of articles selected may be retained for future comparison.
- Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at your expense.

## 4. TAXES:

- Do not include sales, use, or federal excise taxes in your bid. All applicable sales tax will be added to purchase order. The City of Antioch is exempt per IRS regulations from the payment of Federal Excise Taxes.
- If your company is outside California and collects use tax, please state the amount as a separate item if the City is to remit the tax.

## 5. LIABILITIES:

The vendor shall hold the City of Antioch, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense any and all actions brought against the City of Antioch or himself because of the unauthorized use of such articles.

All materials, supplies and equipment in these specifications and bid shall be in full compliance with the safety orders and regulations of the Division of Industrial Safety of the State of California and all laws and ordinances applicable thereto. Cost of inspection of deliveries or offers for delivery, which do not meet specifications will be charged to vendor.

## 6. DEFAULT BY BIDDER:

In case of default by the bidder, the City of Antioch may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the City of Antioch. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

**7. AWARDS:**

The City of Antioch reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items, (2) to reject any or all bids, or any part thereof, (3) to waive any informality in the bids; and (4) to accept the bid that is in the best interest of the City. The Purchasing Agent's decision shall be final.

- In determining and evaluating the best quotation, the prices will not necessarily be the controlling factor, but quality, equality, efficiency, utility, suitability of the equipment offered and the reputation of the equipment in general use will also be considered with any other relevant factors.

**8. RIGHT TO AUDIT:**

The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

**9. ASSIGNMENT:**

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

## **EQUAL OPPORTUNITIES IN EMPLOYMENT**

The contractors and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is required to submit policy statements: Affirmative Action and Equal Employment Opportunity (EEO). The Contractor and all Subcontractors shall, in all solicitation or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

## **APPEALS AND REMEDIES**

Any actual or prospective bidder, offeror, or contractor that has a grievance in connection with any City solicitation or award of contract may protest to the department soliciting the subject bid request, the City Manager or City Council. Protestors are urged to seek resolution of their complaints initially with the using department. All protests shall be submitted in writing. The protest shall be submitted within five (5) working days after protestor knows or should have known of the facts supporting protest, but not later than the award of bid.

In the event of such protest, the using agency involved shall not proceed with the solicitation or award of contract until a determination is made to settle the dispute. All disputes shall be settled in the best interest of the City. This determination may be granted by using department, City Manager, or City Council. If protestor is in agreement with decision made at any staff level below City Council, the solicitation or award of contract process shall be continued, according to the recommendation from staff. If required, the City Council will act as the final authority of all such decisions. After such decision, it shall direct the final course of action.

(1) Notice to Contractor/Protestor of Decision. All decisions shall be promptly issued in writing and furnished immediately by certified mail to the contractor/protestor. The decision shall state the reasons for such action and shall inform the contractor of its appeal rights of the Municipal Code.

(2) Final Decision/Contractor's Right to Appeal. Using department's decisions shall be final and conclusive, unless within five (5) working days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the City Council or commences an action in a court of law.