

CITY OF REDONDO BEACH

INVITATION FOR BID

BID#2324-008

for

**2023 or 2024 Ford Maverick XL Hybrid
(Quantity 1-3)**



Bids Due: Tuesday, February 27, 2024 at 4:30PM

**INVITATION FOR BID
BID#2324-008**

1. Introduction

The City of Redondo Beach is soliciting sealed bids from dealerships for a **2023 or 2024 Ford Maverick XL Hybrid** for a minimum quantity of one (1) vehicle and up to a total of three (3) vehicles. The actual quantity of vehicles purchased by the City shall be dependent on the cost of each vehicle and funds available in the budget.

2. Schedule

Monday February 19, 2024

IFB released

Tuesday, February 27, 2024, by 4:30pm

Bid Due Date

3. Submittal Requirements

Bids shall be clear, complete, fully comply with all the requirements and specifications in this IFB and shall be signed by an individual(s) authorized to execute legal documents on behalf of the Bidder. Bids that are incomplete, missing information, unsigned, or do not comply with the requirements and/or specifications of this IFB may result in a bid being found non-responsive and rejected.

Bids shall be received by the City of Redondo Beach no later than 4:30 p.m. on Tuesday, February 27, 2024. Bids that are received after the due date and time will be rejected and not considered.

Bidders that submit bids in-person or by courier assume full and sole responsibility for timely receipt of the completed bid at the location listed below.

**City of Redondo Beach
Purchasing - Financial Services Dept.
Attention: BID#2324-008
415 Diamond St., Door 1
Redondo Beach, CA 90277**

4. Written Questions

Bidders are responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in this IFB and shall immediately notify the City in writing upon discovery to request clarification prior to submitting a bid.

Bidders must direct all written questions, clarifications, request for information, etc. regarding this IFB to the following:

Andrea Delap, Senior Management Analyst
Public Works Department
Email: andrea.delap@redondo.org
Telephone: 310-697-3245

Robert Norman, Purchasing Analyst
Financial Services Department
Email: robert.norman@redondo.org
Telephone: 310-372-1171 x2902

Bidders may not contact other City officials or staff regarding this IFB.

An Addendum to this IFB will be issued by the City to all Bidders of record for any responses to questions that have a material impact on the bid. It is the Bidder's responsibility to acknowledge each Addendum and ensure that all requirements of each Addendum are included in their bid.

5. Authorized Distributor/Dealer

Bidder must be an Authorized Distributor/Dealer for the product offered. The City reserves the right to request documentation at any time to verify this requirement.

6. Bid Format Requirements

Bidder shall submit a bid that conforms to the specifications and requirements of this Invitation for Bid (IFB) contained herein, including pricing and DMV registration requirements. Failure to comply with all requirements and conditions set forth by these specifications and IFB instructions will be the cause for the rejection of the bid(s).

Bidder shall provide the City with a designated contact person's name, address, phone number(s) and email address.

Each bid shall contain the following:

- A. **Bid Pricing.** Pricing shall include a detailed breakdown of all pricing for the vehicle specified in Attachment "A" plus documentation, transportation,

tire fee, LA County sales tax and any other applicable charges/fees. Bidders are requested to provide pricing for a minimum quantity of one (1) vehicle and up to a total of three (3) vehicles.

Bid shall include the following: dealership name, address, telephone number, name and email address of the contact person, and the signature of an individual with the authority to negotiate on behalf of, and to contractually bind the Bidder.

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.

- B. **Vehicle/Equipment Detailed Listing.** Bid shall include a detailed listing of vehicle specifications, including all equipment and accessories;
- C. **Manufacturer Ordering Information.** If vehicle is not immediately available in the dealership's inventory, then bid shall include manufacturer cutoff date, lead time and any other pertinent ordering information. Lead time will be evaluated as a factor in award of this bid;
- D. **Manufacturer's Warranty Information.** Bid shall include a copy or description of the manufacturer's warranty for the proposed vehicle. The description shall include the length and scope of the warranty, and will be evaluated as a factor in award of this bid; and
- E. **Additional information.** Any supplemental information regarding the vehicle that the Bidder believes is pertinent or helpful to the City in understanding and evaluation of the bid.

7. General and Special Provisions

A. General Provisions

1. Vehicle and all equipment, parts, components and materials shall be new, unused and currently available. Refurbished, remanufactured, demo or used equipment, parts, components and materials are not acceptable.
2. Vehicle must be legal to operate on all Federal, State, County and local highways.
3. Specifications are for a completed vehicle unit, and all equipment and accessories necessary for the safe operation of the vehicle shall be provided. All parts and equipment necessary for the safe operation of the vehicle shall be provided and completely installed, assembled, and/or adjusted as required and shall conform in strength, quality of materials, and workmanship to recognized industry standards.
4. Vehicle shall be covered under the manufacturer's standard warranty and Bidder shall include warranty information and any applicable documentation with their bid.

B. Special Provisions / Exempt Vehicle Registration

1. Dealer Preparation. Cost bid prices must include all necessary dealer preparation applicable to the vehicle and any applicable delivery charges.
2. Dealer Registration. It shall be the responsibility of the awarded Bidder to:
 - a. Provide California Department of Motor Vehicle (DMV) temporary operator's permit for each vehicle purchased upon delivery;
 - b. Provide the City with the required proof of ownership for each vehicle purchased; and
 - c. Apply to DMV for **exempt registration** and license plates on behalf of City for each vehicle purchased, unless directed otherwise from the City. The registered owner shall be shown exactly as outlined below, on all forms where the registered owner is listed:

City of Redondo Beach
Public Works Yard,
531 N. Gertruda Ave.
Redondo Beach, Ca 90277

- d. The awarded Bidder shall provide documentation from the DMV, 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, unless otherwise stated in response.
3. Delivery. All vehicle orders shall be F.O.B. Destination. Risk of loss or damage to the vehicle(s) shall remain with the awarded Bidder until delivered to and accepted by the City. An invoice shall be provided to the City upon delivery of vehicle(s) purchased from awarded Bidder.

Awarded Bidder shall coordinate inspection and delivery of each vehicle with the following designated person at the Public Works Department:

Andrea Delap, Senior Management Analyst
Public Works Department
Email: andrea.delap@redondo.org
Telephone: 310-697-3245

After coordination with the designated person listed above, the awarded Bidder shall deliver each vehicle purchased by the City to the following location:

City of Redondo Beach
Public Works Yard,
531 N. Gertruda Ave.
Redondo Beach, Ca 90277

- a. Bidder certifies that each vehicle presented to the City at time of delivery is fully operational, complies with all specifications and requirements of this IFB and is properly outfitted with all optional equipment ordered by the City.
- b. Vehicle(s) shall not be accepted by the City until the Redondo Beach Public Works Department has inspected such vehicle(s).
- c. If the Public Works Department, after conducting their inspection, determines that the vehicle(s) do not conform with the specifications and/or requirements of this IFB, is missing any optional equipment/accessories ordered by the City, is not fully operational or defective in any way, the City shall reject delivery of such vehicle(s).

Any vehicle(s) rejected by the City shall be returned to the awarded Bidder and awarded Bidder shall be required to perform corrections to the rejected vehicle(s) to make such vehicle conform with the specifications and requirements of this IFB. Awarded Bidder shall

bear all risk and expense related to the return and correction of any rejected vehicle. In no case shall the City be liable for any cost/expense associated with the return of and corrections to any rejected vehicle.

- d. If the Public Works Department, after conducting their inspection, determines that a vehicle is acceptable, then the vehicle shall be deemed “delivered” to and “accepted” by the City.

8. Insurance

Awarded Bidder shall satisfy all City insurance and indemnification requirements as listed in Attachment “B” prior to delivery of any vehicle to the City by the awarded Bidder, unless otherwise exempted by the City.

9. General Conditions

1. No representation or warranty of any kind is made by the City as to the content, accuracy or completeness of the information included in or provided with this IFB. Bidders are solely responsible for conducting such independent due diligence investigations as may be necessary for the proper preparation of their bid.
2. The City reserves the right, in its sole and absolute discretion, to reject any or all bids, to make no award, to require modifications to initial bids and to request for additional information and/or clarifications, including, but not limited to, an interview or discussion with Bidders.
3. The City reserves the right, at its sole and absolute discretion, to waive any informality or minor irregularities in bids, provided that such action is in the best interest of the City. Any such waiver shall not modify any remaining IFB requirements or excuse the Bidder from full compliance with the IFB specifications, conditions and other requirements if the Bidder is awarded a contract/purchase order.
4. Receipt of a bid by the City or submission of a bid to the City shall not constitute any implied intent and shall not obligate the City to enter into a contract/order with the Bidder. All bids submitted in response to this IFB become the property of the City and are subject to the California Public Records Act.
5. By submitting a bid to the City, Bidder hereby agrees that each vehicle offered meets the specifications and requirements of this IFB.

6. Costs for developing any bid, including travel expenses or other expenses incurred by negotiating terms or conducting interviews with the City, or any pre-contractual expenses, shall be the sole responsibility and shall be incurred at the sole risk of the Bidder, whether or not any award results from this solicitation. The City will not be responsible for any such costs or expenses incurred by Bidder, under any circumstances, nor shall any firm include such expenses as part of the proposed cost.
7. By submitting a bid, Bidder represents and agrees that they:
 - a) Thoroughly examined and become familiar with the requirements and vehicle specifications of this IFB;
 - b) Comprehend all conditions that may impact their bid;
 - c) Reviewed and agree to comply with all terms, conditions and requirements of this IFB;
 - d) Reviewed and acknowledged all addenda;
 - e) Are capable of providing the vehicle(s) as specified in Attachment "A" of this IFB; and
 - f) Acknowledge and accept all provisions, conditions, terms and requirements of this IFB.
8. Although not intended to be an exhaustive list of causes for disqualification, the City reserves the right to disqualify bids based on, but not limited to the following:
 - a) Evidence of collusion among Bidders.
 - b) Incomplete submittal of bid or other requested information.
 - c) Lack of business skills or financial resources necessary to support successfully fulfilling the requirements of this IFB, as revealed by either financial statements or experience.
 - d) Lack of responsibility or poor performance as demonstrated by past work, references, or other factors.
 - e) Default or termination of other contracts or agreements.
 - f) False information, omissions, vagueness, or inaccuracies in the bid.
9. The City reserves the right, in its sole and absolute discretion, to take any and all actions it deems are in the best interest to the City regarding this IFB, including but not limited to:
 - g) Issue Addenda;
 - h) Request additional information, clarifications or corrections from Bidders, including but not limited to bid pricing;
 - i) Extend the deadline for submitting bids;
 - j) Postpone the evaluation/selection process;
 - k) Cancel this IFB in part or in its entirety;

- l) Clarify, modify, amend or re-issue the IFB;
 - m) Reject any and all bids;
 - n) Reject or accept bids that do not fully comply with the requirements specified in the IFB, its attachments, addenda or clarifications;
 - o) Reject or accept bids that are incomplete, contain errors or inconsistencies;
 - p) Reject or accept bids not submitted with the proper number of copies or with other process or content errors or deficiencies;
 - q) Reject or accept bids that include a failure to comply with or take exception to the requirements, specifications, terms, conditions and general conditions of this IFB;
 - r) Issue subsequent IFB's for the same, similar or related services;
 - s) Amend any agreement and/or purchase order resulting from this IFB; and
 - t) Take any other action deemed to be in the best interest of the City.
10. Bid must be signed by the person or persons legally authorized to bind the Bidder to a contract.
11. Bidder shall comply with all applicable Federal, State, County, City and local regulations/laws pertaining to this procurement.
12. Awarded Bidder shall, at its own cost and expense, procure, maintain and satisfy all City insurance and indemnification requirements set forth in Attachment "B" prior to delivery of any vehicle to the City by the awarded Bidder, unless otherwise exempted from the City.
13. The City reserves the right to conduct investigations with respect to the qualifications, experience and representations of the Bidder and to require the Bidder to supplement, clarify, or provide additional information. The City may solicit information concerning the Bidder's past and current record of performance from current and/or previous clients, other government agencies, or any available sources without the Bidder's presence or involvement. The City may also consider historical performance in contracts entered into between the Bidder and the City.

The City reserves the right to contact references other than those provided in the bid and to use the information obtained in the evaluation process. Bidders assume sole responsibility for any inaccuracies in the contact information provided for references. Incorrect contact information provided for a reference may result in the reference being stricken.

14. The Bidder declares, by submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to secure any advantage against the public body awarding the agreement of anyone interested in the proposed agreement; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

10. ATTACHMENTS

The following attachments are included and incorporated herein to this IFB document:

1. **Attachment "A"**, "Bid Specifications / Requirements"
2. **Attachment "B"**, "Insurance Requirements for Contractors"

ATTACHMENT “A”

BID SPECIFICATIONS / REQUIREMENTS

Ford Maverick XL Hybrid - For a minimum quantity of one (1) vehicle and up to a total of three (3) vehicles. The actual quantity of vehicles purchased by the City shall be dependent on the cost of each vehicle and funds available in the budget.

Bid Format and Pricing Requirements are listed in Section 6 (Pages 3-4) of this IFB document. Be sure to read Section 6 so that your bid is compliant with the requirements of this IFB.

Minimum Requirements (Items 1-9)

1. Manufacture Year: 2023 or 2024
2. MFG: Ford
3. Model: Maverick XL Hybrid
4. Engine: 2.5L Hybrid
5. Transmission: Automatic Continuously Variable Transmission (CVT)
6. Emissions: California
7. Vehicle Color: Oxford White, Gray, Silver or Black
8. Rear Parking Sensors
9. **Four (4) Key Fobs**

ATTACHMENT "B"

Insurance Requirements for Contractors

Awarded Bidder shall satisfy all City insurance and indemnification requirements as listed in this Attachment prior to delivery of each vehicle to the City by the awarded Bidder, unless exempted by the City. Insurance requirements of the City are as follows:

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials, and volunteers from and against any and all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorneys' fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising or claimed to arise, directly or indirectly, out of Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage was caused by the sole negligent acts or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Without limiting Contractor's indemnification obligations under this Agreement, Consultant 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 Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee Insurance Requirements for Contractors (10/1/03) satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed 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 Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor'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 City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of

renewal may be treated by the City as a material breach of contract on the Contractor's part. Insurance Requirements for Contractors (10/1/03)

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City 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

Contractor shall include all subcontractors as insured 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.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.