

CITY OF ELK GROVE



Request for Quotes

For

**ORIGINAL EQUIPMENT MANUFACTURER (O.E.M.) PARTS AND
SERVICE FOR VARIOUS MANUFACTURERS**

**Office of the City Clerk
City of Elk Grove
8380 Laguna Palms Way, Suite 200
Elk Grove, CA 95758**

Quotes Due by 2:00 PM, October 10th 2008

Introduction:

The City of Elk Grove is accepting Quotes from qualified suppliers furnishing to the City, FORD, DODGE/CHRYSLER, GENERAL MOTORS, TOYOTA, HONDA (Motorcycle) and BMW (Motorcycle) original equipment manufacturer (O.E.M.) parts, remanufactured OEM parts, maintenance and repair services as required in accordance with the included specifications, terms, and conditions shown in this Request for Quotes (RFQ). Prospective respondents are advised to read this information over carefully prior to submitting a Quote.

Quotes will be received at the Office of the City Clerk until **2:00 PM**, Friday October 10th 2008. Quotes will be opened and tabulated by or on behalf of the City Clerk at the City Clerk's designated office immediately after 2 o'clock, p.m., on said Friday October 10th 2008. Any quotes received after the time specified shall be returned unopened. Quotes shall be submitted in a sealed envelope clearly marked O.E.M. Parts & Services and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF ELK GROVE
8380 Laguna Palms Way, Suite 200
Elk Grove, CA 95758**

Questions regarding this RFQ are to be directed by e-mail to: Doug Scott, Fleet Manager at dscott@elkgrovepd.org. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Quote procedures will only be transmitted by written addendum. Answers to submitted questions will be available via the City of Elk Grove Web site by clicking "View" under View Details/Documents for the Bid announcement.

Quotes will not be accepted by fax or electronically.

Late Quotes:

Quotes arriving after the specified date and time will not be considered, nor will late Quotes be opened. Each supplier assumes responsibility for timely submission of its Quote.

Withdrawal or Modifications of Quotes:

Any Quote may be withdrawn or modified by a written request signed by the supplier and received by the City Clerk prior to the final time and date for the receipt of Quotes. Once the deadline is past, suppliers are obligated to fulfill the terms of their Quote.

Quote Acceptance and Rejection:

The City of Elk Grove reserves the right to accept any Quote, to reject any and all Quotes if said rejection is deemed in the best interest of the City, to call for new Quotes, and to award the contract to other than the lowest Quote if deemed "Quote most advantageous to the City".

Quote Evaluation and Award:

Award shall be made to the responsible supplier whose Quote is determined in writing to be the most advantageous to the City, taking into consideration price and adherence to the included specifications. The City will enter into an agreement with the successful supplier for the specified products, services, and installation. All suppliers that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any of the responding suppliers.

Local Vendor Preference:

A bid from a local vendor will be tabulated as if it were five (5) percent below the figure actually set forth in the bid to account for the financial advantages accruing to the City by the award of a bid to a local vendor.

A "local vendor" means a person or legal entity which has a place of business (other than a post office box) within the City and has a valid, current business license issued by the City. To qualify as a local

vendor the vendor shall submit with its bid a completed City provided affidavit that documents the following: the business has a facility with a City of Elk Grove address, the business will attribute any sales tax from the sale to the City of Elk Grove, and the business has had a City of Elk Grove business license for at least one year prior to the opening of the bid. The affidavit is included in the bid solicitation or a copy can be obtained by accessing the Request for Proposal and Bids section of the City web site, <http://www.elkgrovecity.org/community/request-for-proposal.asp>.

Waiver of Irregularities:

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFQ, and the City reserves the right to award a contract to a supplier submitting any such non-compliant proposal, all in the City's sole discretion.

Validity of Pricing:

Suppliers are required to provide line item descriptions and pricing, applicable sales tax, and a total final price. No cost increases shall be passed onto the City after the Quote has been submitted. All Quotes shall show the approximate date of delivery. Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the Quote, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Supplier pays and bears freight charges, Supplier owns goods in transit and files any claims). Each item must be listed separately. No attempt shall be made to tie any item or items contained in this RFQ with any other business with the City.

Warranty of Usage:

Any quantities listed in this RFQ are estimated or projected and are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the supplier will furnish the City's needs as they arise.

Samples and Demonstrations:

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Supplier shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a Quote.

Use of Other Governmental Contracts:

The City reserves the right to reject any part or all of any Quotes received and utilize other available governmental contracts, if such action is in its best interest.

Qualification/Inspection/Interviews:

Quotes will only be considered from firms normally engaged in providing the types of products and services specified herein. The City reserves the right to inspect the Supplier's facilities, products, personnel, and organization at any time, or to take any other action necessary to determine Supplier's ability to perform. The City reserves the right to reject Quotes where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding suppliers and/or to award a contract without conducting interviews.

Delivery:

The successful Supplier will supply products and services in compliance with the provisions of the contract and provisions of this request for Quote at the address listed.

Delivery Address:

City of Elk Grove
Attn: Doug Scott / Fleet Manager
8400 Laguna Palms Way
Elk Grove, CA. 95758

City of Elk Grove
Attn: Doug Scott / Fleet Manager
10190 Iron Rock Way
Elk Grove, CA 95624

Acceptance and Conditions

The products and services supplied in response to the RFQ award shall remain the property of the

Supplier until a physical inspection is made and the products and services are accepted to the satisfaction of the City. The products and services must comply fully with the terms of the RFQ, be of the required quality and new unless specified by the City. Any substitutes of products or services not meeting specifications will be rejected, and returned if applicable, at the Suppliers expense. Payment will be made only after receipt and acceptance of products or services by the City.

Other Governmental Entities:

If the Supplier is awarded a contract as a result of this RFQ, the supplier will, if the supplier has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the RFQ.

Federal Requirements:

Should this procurement require the use of Federal Funds, all Federal requirements shall apply and all suppliers must consent to each certification and assurance, which will be incorporated into the agreement.

Payment Terms:

Payment on non-disputed invoices will be paid net 30 from date of receipt of invoice. In submitting Quotes under these specifications, suppliers' should take into account all discounts, both trade and time, allowed in accordance with the above payment policy. Note: If a prompt payment discount is offered and the invoice is priced incorrectly, the prompt payment discount period will not start until the City receives the corrected invoice. (No exceptions).

Performance:

It is the intention of the City to acquire products or services as specified herein from a Supplier that will give prompt and convenient shipment and service. Any such contract shall be non-exclusive, and the City reserves the right to seek products or services from other sources, in the City's sole discretion.

Term of Agreement:

The term of the contract will be for a specific period of time, commencing upon contract execution. The contract may be extended by mutual agreement of the two parties.

Change Orders:

If, in the course of the Agreement, Supplier or the City proposes changes to the Project, and informal consultation with the other party indicates that a change in the terms and conditions of the Agreement may be warranted, Supplier or the City may request a change in the Agreement. The parties to the Agreement will meet to discuss and negotiate the required change order documents. Upon completion of those negotiations, the negotiated change order documents will be submitted to the City for approval. Upon approval by the City, an "Order to Proceed" with the approved changes will be submitted to Supplier. Any Amendment to this Agreement will not render ineffective or invalidate any unaffected portions of this Agreement.

FOB Point:

All prices shall be quoted F.O.B. delivered to the City of Elk Grove

New Merchandise:

Unless otherwise required by the specifications all products furnished will be new and unused.

Warranties:

The Supplier, and/or manufacturer shall warrant all material or products and labor provided under the contract. Warranty periods must be included in responses to Quote.

Supplier shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the material or products provided by Supplier in this bid award, irrespective of whether Supplier is an agent, broker, fabricator, or manufacturer's dealer. Supplier shall be responsible for

ensuring that warranty work is performed at a local agency or facility convenient to the City and that services, parts, and labor are available and provided to meet the City's schedules and deadlines. Supplier may establish a service contract with a local agency satisfactory to the City, to meet this obligation if Supplier does not ordinarily provide warranty service. All such non-contractor warranty service, parts, and labor must be clearly identified in the Quote.

Substitution:

If supplier elects to propose an alternate manufacturer's item that is of the same or better quality, samples of the items to be substituted are to be submitted with the Quote. The sample must be readily identified with the manufacturer's name and model number or order number, along with the suppliers name & phone number. All substitutions must be proposed as options and clearly identified as a substitution.

Guarantee of Continuity and Availability Products:

Unless the manufacturer discontinues the products, all products specified by the Supplier in their Quote shall be available to the City during the life of the contract and extensions. All material, color, labor, and construction shall equal or exceed the standards set forth in these specifications as accepted by the City.

Service and support:

All Suppliers shall explain how all on-going service and support will be handled by the Supplier and the City of Elk Grove.

Insurance:

Contractor Shall Maintain Insurance:

Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor to Provide Evidence of Insurance:

Prior to execution of this Contract and prior to commencement of any work, the Contractor shall furnish to the City, and the City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Contract. The certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificates of insurance and endorsements shall be on standard Acord, Department of Insurance, and Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, the Contractor may provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by this Section. At anytime at the written request of the City, the Contractor agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor.

City May Obtain Insurance at Contractors Expense:

In addition to any other remedy the City may have, if Contractor fails to maintain the insurance coverage as required in this Section 20, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Contractor under this Contract.

No Suspension of Insurance:

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City, except in the event of non-payment of premium, in which case no less than ten (10) days prior written notice by certified mail, return receipt requested, must be given to the City.

Deductibles:

Any deductibles exceeding five thousand dollars (\$5,000) must be declared to, and approved by, the City.

Coverages Shall Not Limit Obligations:

The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

Required Limits:

Contractor and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Contractor and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

(1) Workers' Compensation and Employer's Liability Insurance.

Contractor shall maintain Workers' Compensation insurance as required by Labor Code Section 3700 of the State of California and Employer's Liability Act's, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable. Employer's Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence. The Contractor shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

If an injury occurs to any employee of the Contractor for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Contractor under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Contractor. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Contractor.

(2) Commercial General and Automobile Liability Insurance.

The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence/five thousand dollars (\$5,000) medical per occurrence, and two million dollars (\$2,000,000) per policy aggregate. As an alternative to the per policy aggregate the Contractor may have an aggregate limit of one million dollars (\$1,000,000) per project apply. Coverage shall be at least as broad as Insurance Services Office "occurrence form CG 00 01 (ed. 10/03)" covering commercial general liability or its equivalent, and Insurance Services Office "form CA 00 01 (ed. 06/92) covering automobile liability, Code 1 "Any Auto".

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate Certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the insurance requirements stated herein. Commercial general liability coverage shall include independent contractor's coverage, and the Contractor shall be responsible for assuring that all subcontractors are properly insured.

The commercial general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

- a. Provision or endorsement naming the City and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- b. Provision or endorsement stating that for any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
- d. Provision or endorsement stating that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Verification of Coverage:

Contractor shall furnish City with original certificate of insurance and endorsements effecting coverage required by this clause. The certificates of insurance and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance and endorsements are to be received and approved by City before work commences.

Subcontractors:

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification:

The Contractor shall indemnify, keep, and save harmless the City, its Authorized Representatives, agents, officials, and employees (individually and collectively "Indemnitees") against all losses, damages, claims, suits, penalties, liens, liabilities, judgments, costs, and expenses, (collectively "Liability" or "Liabilities") including but not limited to fees of attorneys and other professionals, arising out of, in connection with, resulting from or related to any act, omission, fault or negligence of the Contractor or any of its Subcontractors, Contractors, employees, servants, or agents (individually and collectively "Indemnitors") in connection with or related to the Contract, including but not limited to Liabilities on account of personal injury to or death of any person (including employees of Indemnitees) or for damage to or loss of use of property (including property of the City). The indemnification specified in this Section shall apply even in the event of the act, omission, fault, or negligence, of the Indemnitees, but shall not apply to Liability arising from the sole or active negligence or willful misconduct of the Indemnitees.

The indemnification specified in this Section shall survive termination of the Contract or final payment thereunder and is in addition to any other rights or remedies that the Indemnitees may have under the Law or under the Contract. In the event of any claim or demand made against Indemnitees, the City may at its sole discretion reserve, retain, and/or apply any monies due the Contractor under the Contract, for the purpose of resolving such claims; except that the City may release such funds if the Contractor gives the City reasonable assurance that the City's interests will be protected. The City shall, in its sole discretion, determine whether such assurance is reasonable. Claims against Indemnitees by any employee of Indemnitors shall not in any way limit the Contractor's indemnification obligation as set forth

above, including the amount and/or type of damages, compensation, and/or benefits payable by or for Indemnitors under workers' compensation acts, disability benefit acts, and/or other employee benefit acts and/or insurances. Nothing contained in the Contract is intended to or shall have the effect of creating any rights in any third party against any Indemnatee. Except as permitted by California Civil Code §2782.1, 2782.2 and 2782.5, such indemnities shall not inure to the benefit of an Indemnatee so as to impose liability on the Contractor for the active negligence of the City, or to relieve the City of liability for such active negligence.

Records:

Contractor shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by City that relates to the performance of services under this Contract. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. Contractor shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

Guidelines for Quote:

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFQ shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFQ, and should not contain redundancies and conflicting statements.

Two (2) copies of proposals shall be submitted printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and presented in a three (3) ring binder. Tabbed dividers should separate and identify the response items described below.

Quotes will be received at the Office of the City Clerk until **2:00 PM**, Friday October 10th 2008. Quotes will be opened and tabulated by or on behalf of the City Clerk at the City Clerk's designated office immediately after 2 o'clock, p.m., on said Friday October 10th 2008. Any quotes received after the time specified shall be returned unopened. Quotes shall be submitted in a sealed envelope clearly marked O.E.M. Parts & Services and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF ELK GROVE
8380 Laguna Palms Way, Suite 200
Elk Grove, CA 95758**

Quotes shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Doug Scott
Fleet Manager
City of Elk Grove
8400 Laguna Palms Way
Elk Grove, CA 95758

The letter should state the prime supplier and include the supplier's name submitting the Quote, their mailing address, telephone number, and contact name. The letter shall address the supplier's understanding of the project based on this RFQ and any other information the supplier has gathered. Include a statement discussing the supplier's interest and qualifications for this type of work.

2. Table of Contents

The supplier shall insert a comprehensive table of contents denoting sections three through eight of the Quote as indicated below.

3. Qualifications and Experience

Describe the supplier's capability for actually undertaking and performing the work. List types and locations of similar work performed by the supplier in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection process.

4. Work Plan

The work plan should indicate the supplier's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFQ. The plan should be simple, easy to read and follow, and addresses and satisfies the objectives and

specifications as listed in the Scope of Work in this RFQ.

5. Conflict of Interest Statement

The supplier shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, etc in support of the supplier's qualifications.

7. Pricing

This section should include the cost for requested products and services outlined in the Scope of Work. Suppliers are required to provide line item descriptions and pricing, applicable sales tax, and a total final price (pursuant to attachment 'A'). No cost increases shall be passed onto the City after the Quote has been submitted. Tax is to be listed as a separate line item.

Scope of Work:

Manufacturing, Material and Design Practices:

The bidder shall use material and design practices that are the best available in the industry for the conditions which items will be subjected to. All items provided shall conform in strength, quality of material and workmanship to recognized industry standards.

Applicable Documents and Certifications:

- a. Federal Motor Vehicle Safety Standard, Department of Transportation.
- b. State of California Motor Vehicle Code.
- c. Society of Automotive Engineering Standards.
- d. American Society of Mechanical Engineers (A.S.M.E.).

Pick Up and Delivery:

The successful bidder shall provide pick-up and delivery service as requested to the following City of Elk Grove Locations: City Hall - 8400 Laguna Palms Way, Fleet Facility - 10190 Iron Rock Way, Corporation Yard - 10250 Iron Rock Way, and other sites as required. Pick up and deliveries shall be free of charge, and there shall be no minimum order required.

All deliveries under the agreement shall be accompanied with an invoice. All invoices shall include the bidder's name, the City's purchase order number, the date of order, an itemized list of the materials furnished, including quantity, unit price and extension of each item, less applicable discount(s). A receipt shall be given to City personnel for items that are being picked up and removed from City premises.

Conference (Pre-Award):

The apparent lowest responsible bidder may be requested to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed.

Price Adjustment:

Price adjustments will be in accordance with the current published manufacturers' price listing as they are updated. The discount from list pricing shall remain the same for the full term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

Contract Period:

Any contract(s) resulting from this bid shall be effective for a period of one (1) year from the date of award.

Contract Extension:

Any resultant contract may be extended on a year-to-year basis; however, in no case shall the renewal extend beyond three (3) years from the date of award of original contract.

Prices:

- a. The prices quoted to the City shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.
- b. Prices, discounts and labor costs that bidder used for quoting prices on the bid sheet, shall be applied to all City purchases. These discounts shall be firm (for all items) for the term of the agreement.

Warranty:

- a. The bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.
- b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.
- c. The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.
- d. Bidder shall reimburse the City for the necessary labor for the removal of defective item(s) and reinstallation of the new component. Hourly rates shall be paid in accordance to the original installation, not to exceed the vendors awarded labor rate.

Technical Provisions:

The intent of these specifications is to describe new and remanufactured original equipment manufacturer (O.E.M.) replacement parts and services for automobiles, trucks and BMW Motorcycles that will be purchased as required for various vehicles owned and/or operated by the City of Elk Grove.

- a. The bidder's facility shall be a clean and safe working environment. It shall comply with all Federal, State, and local regulations.
- b. All items provided under this agreement shall comply with all applicable Federal, State and local regulations including State of California Motor Vehicle Code.
- c. The discount(s) quoted on the bid items will also apply to all other items and services purchased by the City.
- d. Authorized representative(s) of the City of Elk Grove shall be permitted to inspect the bidder's facility prior to the award of this bid. After the award of the bid, authorized representative(s) of the City shall be permitted to inspect the bidder's facility on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved, and if recurring problems persist, this may be grounds for terminating this agreement.
- e. The bidder shall be an established FORD, CHRYSLER, DODGE, GENERAL MOTORS, TOYOTA, HONDA (Motorcycles) or BMW (Motorcycle) dealer and a factory authorized warranty facility.
- f. All items provided under this agreement shall be original equipment manufacturer (O.E.M.) replacement parts. All items provided under this agreement shall be equivalent in function and workmanship to the parts originally supplied. No after market parts shall be supplied.
- g. If invoices are incorrectly priced, the City shall notify the vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement.
- h. Estimated annual expenditures and usages listed on the Pricing Schedule are based on the most recent historical usage and are subject to increase or decrease.

- i. The provisions of the contract shall in no way prohibit the City from making a purchase for the same commodities and/or services listed herein from another supplier.
- j. The labor rate(s) quoted shall be used to perform all work for City vehicles.
- k. All vehicles shall be picked up and delivered at no charge to the City, including warranty repairs. All vehicles shall be picked up within 4 working hours of request.
- l. Contractor shall be responsible for performing manufacturer's warranty repairs on City vehicles when requested.
- m. All work performed shall be completed at the quoted labor rate and shall be performed based on the Mitchell labor guidelines and, in addition, parts used in the performance of repairs shall be priced in accordance with the parts discount quoted in this bid.
- n. Prior to any work or repairs to be performed on City equipment, vendor shall provide an estimate to the City for any needed repairs. All work shall be performed only after City approval. If a change is required to the original approved scope of work, additional approval from the City must be obtained.
- o. Honda Motorcycle contractor shall have the ability to provide Maintenance and Repair Services on all City Honda Motorcycles (current Model nos. ST1300 PA) including and not limited to: Honda Inspection 600 miles; Honda Service 8,000 miles; Honda Inspection 16,000 miles and Honda Annual Services, furnishing all labor, materials, equipment, insurance and shall be a Honda Motorcycle factory authorized-repair shop.
- p. BMW Motorcycle contractor shall have the ability to provide Maintenance and Repair Services on all City BMW Motorcycles (current Model nos. R1150RT-P and R1200RT-P) including and not limited to: BMW Inspection 600 miles; BMW Service 6,000 miles; BMW Inspection 12,000 miles and BMW Annual Services, furnishing all labor, materials, equipment, insurance and shall be a BMW Motorcycle factory authorized-repair shop.

Facility:

The Bidder shall have a facility within a 25 mile commute radius of the City of Elk Grove's Iron Rock Fleet Facility with the exception of BMW and Honda Motorcycle contractors. In order to qualify for the contract, the Bidder's facility shall be no more than a 25 mile total distance from the City's Fleet Facility at 10190 Iron Rock Way, Elk Grove, CA 95624. This shall be calculated by use of Map Quest's Routing Options: Shortest Distance and Shortest Time. Bidder must complete the Routing Options Form (Attachment B) and include the form with their submittal.

ATTACHMENTS

Attachment A: PRICING SCHEDULE(S)

For furnishing to the City of Elk Grove, FORD, DODGE/CHRYSLER, GENERAL MOTORS, TOYOTA, HONDA (Motorcycles) and BMW (Motorcycle) original equipment manufacturer (O.E.M.) parts, remanufactured OEM parts, new O.E.M. engines and maintenance and repair services as required in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluation purposes only. The quantities and items specified are 2-year estimates only of the City's requirements. It is the intent of this bid to provide one comprehensive award for each Group schedule with a single discount structure. Vendor agrees to furnish more or less than the estimates at the values quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

Group I: FORD OEM PARTS AND SERVICES

<u>Item No.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>%Discount From List Price</u>
1.	\$200,000	O.E.M. Parts	_____
<u>Item.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>Hourly Labor Rate</u>
2.	1,000 hrs	Mechanical Labor	\$_____

Group II: GENERAL MOTORS OEM PARTS AND SERVICES

<u>Item No.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>%Discount From List Price</u>
3.	\$25,000	O.E.M. Parts	_____
<u>Item.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>Hourly Labor Rate</u>
4.	500 hrs	Mechanical Labor	\$_____

Group III: DODGE/CHRYSLER OEM PARTS AND SERVICES

<u>Item No.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>%Discount From List Price</u>
5.	\$25,000	O.E.M. Parts	_____
<u>Item.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>Hourly Labor Rate</u>
6.	500 hrs	Mechanical Labor	\$_____

Group IV: TOYOTA OEM PARTS AND SERVICES

<u>Item No.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>%Discount From List Price</u>
7.	\$15,000	O.E.M. Parts	_____
<u>Item.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>Hourly Labor Rate</u>
8.	250 hrs	Mechanical Labor	\$ _____

Group V: HONDA MOTORCYCLE OEM PARTS AND SERVICES

<u>Item No.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>%Discount From List Price</u>
9.	\$20,000	O.E.M. Parts	_____
<u>Item.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>Hourly Labor Rate</u>
10.	750 hrs	Mechanical Labor	\$ _____

Group VI: BMW MOTORCYCLE OEM PARTS AND SERVICES

<u>Item No.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>%Discount From List Price</u>
9.	\$25,000	O.E.M. Parts	_____
<u>Item.</u>	<u>Estimated Annual Usage</u>	<u>Description</u>	<u>Hourly Labor Rate</u>
10.	750 hrs	Mechanical Labor	\$ _____

Bidder must attach the most current price schedule from the manufacturer or submit a CD-ROM listing the most current pricing schedule from the manufacturer.

Price List Identification _____

Date of Price List _____

Attachment B: Map Quest Routing Options Form

Bidders Facility Address: _____

Utilizing MapQuest, please provide the following information where the Bidders facility address is the starting location and the City of Elk Grove Fleet Facility at 10190 Iron Rock Way, Elk Grove CA. 95624 is the ending location.

Shortest Time: Total Estimated Time: _____

Total Estimated Distance: _____

Shortest Distance: Total Estimated Time: _____

Total Estimated Distance: _____