



**Dublin San Ramon
Services District**

Water, wastewater, recycled water

REQUEST FOR PROPOSALS

RFP No. 2024-01

FORD F-150 VEHICLE

**Request For Proposals Closes:
September 26, 2024 at 3:00 p.m. PDT**

**Dublin San Ramon Services District
Regional Wastewater Treatment Facility
7399 Johnson Drive
Pleasanton, CA 94568**

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**DUBLIN SAN RAMON SERVICES DISTRICT
REQUEST FOR PROPOSALS
FORD F-150 VEHICLE**

1. GENERAL PROVISIONS

Dublin San Ramon Services District (the “District”), a public agency established under the laws of California, requests qualified businesses or individuals to submit proposals to provide **one (1) Ford F-150** vehicle per specifications of this Request for Proposals (“RFP”). All proposals must be received electronically via email to ferreyra@dsrsd.com with the subject line “**RFP No. 2024-01 for Ford F-150 Vehicle**” by **September 26, 2024 at 3:00 p.m. PDT**. Proposals submitted by mail or by facsimile will not be accepted. Proposals received after said date and time will not be considered under any circumstances. The District reserves the right to reject any and all proposals and to waive informalities and immaterial irregularities or technical defects in the proposals received if said action is deemed to be in the best interest of the District.

The District’s proposal team will evaluate all proposals utilizing the best value procurement method and may award the contract to other than the lowest priced proposal based on a matrix of criteria as provided in Section 2.13 of this Request for Proposals (“RFP”).

All proposals must be in one PDF document attached to an email to the proposal coordinator, Corinne Ferreyra, ferreyra@dsrsd.com with the subject line “**RFP No. 2024-01 for Ford F-150 Vehicle.**”

For additional information or any questions concerning this proposal, please contact:

Proposal Coordinator: Corinne Ferreyra, Sr. Management Analyst, 925-875-2298 or ferreyra@dsrsd.com
Project Manager: Jason Miller, Senior Mechanic, 925-875-2352 or miller@dsrsd.com

2. INSTRUCTIONS TO PROPOSERS

2.1 Proposal Contract Documents

The proposer must complete the District’s **Standard Agreement**, which is attached hereto as “Attachment A.” The **Standard Agreement** must include reference and acknowledgement of receipt of any and all addenda, with any deviations duly noted, and must be filled out completely, signed and dated. This RFP and **Standard Agreement**, collectively referred to as the “proposal contract documents,” may be rejected upon discovery of any omissions, alterations of form, the addition of information not requested, a conditional proposal, or irregularities of any kind.

The District accepts no responsibility for any expense incurred by the proposer in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the proposer.

2.2 Proposal Price

All proposals shall provide a base unit price and include all costs associated with providing and delivering the vehicle(s) identified in this RFP, including materials, labor, equipment, transportation, insurance, and all applicable taxes in effect at the time of delivery. The delivery destination is the District's Regional Wastewater Treatment Facility at 7399 Johnson Drive, Pleasanton, CA 94568.

2.3 Proposer Qualifications

A qualified proposer is one determined by the District to meet standards of business competence, reputation, financial ability, and product quality. Before submitting a proposal, the proposer must carefully examine and read all parts of the proposal contract documents and be fully informed as to all existing conditions and limitations. It should be noted that, upon selection and approval of the successful proposer, the entire contents of the proposal contract documents will become part of the full contract between the District and successful proposer.

2.4 Authorized Signatory of Proposal Contract Documents

The person signing the submitted proposal must be fully authorized to represent and legally bind the proposing company to the terms and conditions described herein. A corporate officer must sign proposals by corporations in the corporate name. The state of incorporation must be written in below the corporate name. Proposals by partnerships must be signed in the partnership's name and signed by a partner with his/her title shown.

2.5 References – NOT USED

2.6 Proposal Submittal

Electronic proposals will only be received on one (1) PDF document via email to ferreyra@dsrsd.com with the subject line "RFP No. 2024-01 for Ford F-150 Vehicle" by **September 26, at 3:00 p.m. PDT**. Electronic proposals shall contain all required attachments and information. Proposers are cautioned that failure to comply may result in non-acceptance of the proposal. Proposals received after said date and time will not be considered under any circumstances. The District will not be responsible for any delays or transmission errors. Proposer accepts all risk of late delivery of electronic bids. It is the proposer's responsibility to ensure that a proposal submitted is received by the proposal coordinator listed in this RFP by the due date and time. An email will be sent to confirm receipt of electronic submittal. Such email confirmation only confirms that the email was received but does not verify the content nor the completeness of any attachment included. Proposers not receiving confirmation receipt should contact the proposal coordinator to make sure that their electronic submittal has gone through.

2.7 Modification, Addenda, and Interpretations

Any explanation desired by a proposer regarding the meaning or interpretation of the proposal contract documents must be requested in writing via email to the proposal coordinator at least five (5) business days prior to the date and time that the RFP closes. All modifications to the proposal contract documents initiated by the District will be in the form of written addenda and furnished to all proposers via email.

Proposers failure to acknowledge on the **Standard Agreement** form any and all addenda may be cause for rejection of the proposal.

2.8 Proposer Modification of Proposals

A proposer may modify their proposal provided that such modification is in writing, submitted in one (1) PDF document via email, and received by the proposal coordinator prior to the date and time that the RFP closes. It shall be the responsibility of the respective proposer to determine if their written modification was received in time by the District. The District reserves the right to accept or reject any proposed modifications to the proposal terms and conditions.

2.9 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the date and time that the RFP closes provided that the proposer sends a written request via email to the proposal coordinator seeking withdrawal of the proposal before the RFP closes. The withdrawal request must be executed by the proposer or a duly authorized representative. The withdrawal of the proposal does not prejudice the right of the proposer to file a new proposal prior to the proposal closing time. No proposal may be withdrawn after the proposal closing time.

2.10 Proposed Deviations from the Specifications by the Proposer

Any proposed deviation from the specifications described herein or described in a District addendum must be noted in detail by the proposer on the **Standard Agreement** form, and a copy of the proposed deviation must be attached to the **Standard Agreement** form at the time of submission. The absence of a proposed change in the specifications will hold the proposer strictly accountable to the specifications as described herein. If proposed deviations from the specifications are submitted, the proposer's name should be clearly shown on each document. The District reserves the right to accept or reject any proposed deviations from the described specifications.

2.11 Competency of Proposers

Before any contract award, the District may require a proposer to furnish a complete statement of financial ability. In accordance with the provisions of the California Business and Professions Code and other regulations, the proposer must have and maintain current any and all necessary licenses or certificates.

2.12 Rejection of Proposals

The District reserves the right to reject any and all proposals and reserves the right to waive and/or reject a proposal for any reason.

2.13 Method of Award

Proposals shall be evaluated comprehensively by the District's evaluation team, based on the criteria listed below in order to determine whether the proposal meets and complies with the specifications detailed in this RFP and/or the **Standard Agreement**. If the evaluation team determines that a proposal

does not comply with the specifications, the non-conforming proposal may be eliminated from consideration at the District's sole discretion. The District will award a contract, if a contract is awarded, to the proposer that is able to meet the full specification of the product, and all the requirements and criteria set forth in this RFP **and** which is also deemed most advantageous and in the best interest of the District. The District's determination and award, if any, shall not be limited to price alone and will consider all criteria comprehensively. The District has the right to delete terms or options from the proposal contract documents and reserves the right to reject any and all proposals and to waive irregularities in said proposals.

The following is a non-exhaustive list of criteria that the District may, in its sole discretion, consider in award of the proposal:

| | |
|-----------|---|
| 60% | Proposal Price |
| 20% | Product specifications |
| 15% | Delivery Date Commitment |
| <u>5%</u> | Proposer's reputation, competency, and previous customer service record |
| 100% | |

2.14 Disqualification of Duplicate or Collusive Proposers

More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any proposer is interested in more than one proposal for the proposal contemplated may result in rejection of all proposals in which such proposer is interested. If there is reason for believing that collusion exists among the proposers, any and all proposals may be rejected.

2.15 Identical Proposals

In the case of tied or identical proposals, the District, in its sole discretion, reserves the right to award the proposal based on additional criteria that is deemed most advantageous and in the best interest of the District.

2.16 Warranty Period

The proposal must state the warranty period(s) on the **vehicle** and provide a copy of the warranty terms.

2.17 Manufacturer's Information

Before the contract is awarded, the proposer may be required to furnish a complete statement of the origin, composition, and manufacture of the **vehicle** to be supplied.

2.18 Electronic Signatures

The proposal may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble a fully executed proposal; counterparts of this proposal may also be exchanged or submitted via email or other electronic means

and any email or other electronic transmission of any party's signature (e.g. Adobe Acrobat signature) shall be deemed to be an original signature for all purposes.

3. TERMS AND CONDITIONS

3.1 Pre-delivery Inspection

The successful proposer shall make a complete inspection of the **vehicle** to insure it meets specifications and perform any pre-delivery service(s) required before the **vehicle** is delivered. Acceptance shall be subject to complete inspection and approval of the District.

3.2 Safety Requirements

The proposer, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal and Occupational Safety and Health Act (OSHA) safety standards, including compliance with any applicable State or local health order related to COVID-19 while they are on the premises of the District. Furnished equipment, materials, and/or services must comply with all OSHA standards and regulations, and all applicable governmental laws and orders. The District reserves the right to refuse any shipment, at its sole discretion, which cannot be unloaded using safe and proper techniques. Any such refusal must result in the return of the **vehicle** at the successful proposer's sole expense.

3.3 Force Majeure

Any proposer that anticipates a workforce interruption, including due to COVID-19 restrictions, or a production shutdown that could affect delivery of the **vehicle** must email notifications to the proposal coordinator to notify of the potential interruption in the delivery schedule.

3.4 Purchase Orders

No performance shall occur under the contract unless and until the District has awarded the contract and issued a purchase order to the successful proposer.

3.5 Payment

The District shall pay the successful proposer within thirty (30) calendar days following receipt of the invoice and acceptance of the **vehicle** by the District. Payment will be withheld if the **vehicle** do not conform to District specifications as described in the proposal contract documents.

3.6 Subcontracting

No portion of the contract award may be subcontracted to another manufacturer or supplier without the prior written approval of the District.

3.7 Laws and Regulations

This contract is subject to all applicable State and Federal laws, including City, County, and Special District ordinances, licenses, and regulations, and any applicable State or local health orders related to COVID-19.

The proposer shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the supply of the **vehicle**, conduct of any services or tasks performed under this contract, and of all such orders and decrees of bodies or tribunals having any justification or authority over the same. The proposer shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the District, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the proposer or its employees.

3.8 Indemnification

To the fullest extent allowed by law, the successful proposer and its employees, subcontractors, and agents shall defend, indemnify, and save and hold harmless the District, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of the successful proposer's or its personnel, employees, agents, or subcontractors' willful misconduct or negligent act or omission while engaged in performance under the contract and as described in the proposal contract documents, except those matters arising from the District's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

This indemnification includes, without limitation, the payment of all penalties, fines, forfeitures, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of the District, its officials, officers, employees, agents, and volunteers for all legal expenses and costs incurred by each of them.

The successful proposer's responsibility for such defense and indemnity obligations shall survive the termination or completion of the contract for the full period of time allowed by law. The defense and indemnity obligations of the contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the contract.

If the successful proposer should subcontract all or any portion of the work to be performed under the contract, the successful proposer shall require each subcontractor to indemnify, hold harmless and defend the District, its officials, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

3.9 Disputes

Unless the contract documents provide otherwise, all claims, counterclaims, disputes, and other matters in question between the District and the successful proposer that are not resolved between the District and the successful proposer, must be decided by a court of competent jurisdiction unless arbitration is

mutually agreeable to both parties. Should either party to the contract bring legal action against the other, the case must be handled in Alameda County.

3.10 Attorney's Fees

In the event an action is commenced by a party to the contract against the other to enforce its rights and/or obligations arising from the contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all statutory costs, plus reasonable attorney's fees.

3.11 Equal Opportunity

The successful proposer must agree not to refuse to hire, discharge, promote, or to otherwise discriminate in the matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap. It must be a condition that any company firm or corporation supplying goods or services, must be in compliance with the Americans with Disabilities (ADA) Act of 1990. A certificate stating compliance with the ADA may be required, upon request, by the District.

3.12 Common Language

Unless otherwise specified in this document, all words must have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

3.13 Proprietary Information

All information included in any proposal that is of a propriety nature must be **clearly** marked as such. The proposer shall hold District harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposer.

3.14 Patent Guarantee

The proposer shall indemnify and hold harmless the District, its employees and agents, from costs and damages as finally determined by any court of competent jurisdiction for infringement of any United States Letters & Patent by reason of the sale or normal use of such product, provided that the proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense of the District.

3.15 Rejection of Delivered Product

The District may reject delivery if the quality of the delivered **vehicle** does not meet contract specifications. In the event the delivered **vehicle** is rejected for failure to meet the contract specifications for any reason, it shall be the sole responsibility of the successful proposer to immediately remove said **vehicle** and provide acceptable replacement at the sole expense of the successful proposer. Rejection of the delivered **vehicle** may result in termination of contract.

3.16 Termination of Contract

The District may terminate the contract resulting from this RFP if in the opinion of the District: the successful proposer at any time fails to carry out the contract provisions; performance of the contract is unreasonably delayed or does not meet specifications; or, the successful proposer is in direct violation of the contract terms and conditions. The District shall provide the successful proposer written notice of any conditions which may violate or endanger the performance of the contract. If following such notice the successful proposer fails to remedy such conditions within thirty (30) days to the satisfaction of the District, the District may exercise, in writing, its option to terminate the contract without further notice to the successful proposer.

3.17 Modification of Contract

This RFP, in conjunction with the **Standard Agreement** and purchase order will constitute the entire contract between the District and the successful proposer. The contract may not be modified, altered, or amended except by the mutual written agreement between the District and the successful proposer.

3.18 Assignment

The successful proposer must under no circumstances assign the contract without the prior written consent of the District. Any assignment, or attempt at assignment, made without such consent of the District may be considered a breach of contract.

3.19 Competitiveness and Integrity

No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this contract shall become directly or indirectly interested in this contract.

The District has assigned control of the acquisition process to the designated persons identified in the *Request For Proposals*, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Proposers are to direct all communications regarding this proposal to the designated persons unless otherwise specifically noted, or unless approved in writing by one of the designated persons. Attempts by proposers to circumvent this requirement will be viewed negatively and may result in rejection of the offending proposer's offer.

-END OF SECTION-

**DUBLIN SAN RAMON SERVICES DISTRICT
RFP NO. 2023-09 FORD FLEET VEHICLES
ATTACHMENT A: STANDARD AGREEMENT**

All proposals must be received electronically via email to ferreyra@dsrsd.com with the subject line "RFP 2024-01 FORD F-150 VEHICLE" by 3:00 p.m. PDT, Thursday, September 26, 2024.

If awarded the contract, the undersigned hereby agree to furnish Dublin San Ramon Services District the **vehicle** identified in Exhibit A attached and subject to all the terms and conditions of this Request for Proposal.

PROPOSER:

Company: _____

Address: _____

City, State, ZIP: _____

Phone: _____ Email: _____

Business License Number issued by the City where the proposer's principal place of business is located.

Number: _____ Issuing City and State: _____

Supplier Federal Tax Identification Number: _____

Authorized Representative and Title: _____

Signature of Authorized Representative: _____ Date: _____

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER _____ THROUGH _____.

SPECIFIC DEVIATIONS TO BID TERMS AND CONDITIONS:

This box must be checked if proposer has any proposed specific deviations to the terms and conditions of this RFP. The absence of a proposed change in the specifications will hold the proposer strictly accountable to the specifications as described in this RFP, including any addendum. A copy of the proposed deviations must be attached to this Standard Agreement at the time of submission, with proposer's name clearly shown on each document.

Specific technical deviations must be clearly identified in the attached Exhibits.

A COMPLETED "DETAILED TECHNICAL SPECIFICATION AND PRICE PROPOSAL" WITH PROPOSER'S FULL SPECIFICATION/PRICE BREAKDOWN SHEET MUST BE ATTACHED TO THIS FORM.

**DUBLIN SAN RAMON SERVICES DISTRICT
 BID NO. 2024-01 (FORD F-150)
 BID CONTRACT DOCUMENTS
 EXHIBIT A TO BID FORM: DETAILED TECHNICAL SPECIFICATIONS**

This specification is intended to describe the minimum performance and technical requirements for the purchase of a new and unused **FORD F-150 VEHICLE**, as specified below. Remanufactured component(s) will not be accepted. The vehicle will be regular production model for which published specifications are available. Modifications of the vehicle to meet operational requirements of this specification shall be limited to the manufacturers published and optional standards. In all cases, the vehicle must conform to all Federal, State, and local laws, applicable to safe and proper functioning of this type of equipment.

Bidder shall check "YES" or "NO" for each item below. Items checked "YES" must meet specifications exactly. For all items checked "NO", deviations must be noted. The district reserves the right to review deviations and judge the possibility of their acceptability. Failure to note deviations will cause rejection of said bid.

| | |
|---|----|
| UNIT PRICE, FOB DESTINATION, INCLUDES ALL FEES, TAXES, AND CHARGES | \$ |
| TOTAL FOR ONE (1) UNIT | \$ |
| WARRANTY PERIOD *Copy of Warranty Terms must be attached | |
| DELIVERY DATE | |

| Cab and Chassis Specifications for: FORD F150 Quantity: One (1) | Yes | No | Deviation |
|--|------------|-----------|------------------|
| 1) YEAR 2023, 2024, or 2025 | | | |
| 2) Ford F150 4X2 SUPER CAB 6.5' BOX TO INCLUDE ALL MANUFACTURER STANDARD EQUIPMENT, UNLESS SPECIFICALLY STATED OTHERWISE | | | |
| 3) 2.7L ECOBOOST ENGINE | | | |
| 4) XL HIGH EQUIPMENT GROUP | | | |
| 5) EXTERIOR COLOR: OXFORD WHITE WITH MEDIUM DAR SLATE INTERIOR | | | |
| 6) POWER EQUIPMENT GROUP (103A) TO INCLUDE SYNC 4 | | | |
| 7) ELECTRIC 10 SPEED AUTOMATIC TRANSMISSION | | | |
| 8) 110 AC POWER OUTLET AND 2 USB PORTS | | | |
| 9) HD VINYL SEATING | | | |
| 10) VINYL FLOORING | | | |
| 11) CRUISE CONTROL | | | |
| 12) DAYTIME RUNNING LIGHTS | | | |
| 13) PRIVACY GLASS | | | |
| 14) TRAILER TOW PACKAGE CLASS IV TRAILER HITCH | | | |
| 15) SPARE WHEEL, TIRE MOUNTED UNDERSIDE AND JACK | | | |
| 16) 3.55 ELECTRONIC LOCKING REAR DIFFERENTIAL | | | |
| 17) 6.5' BED | | | |
| 18) INTERIOR WORK SURFACE | | | |

| | | | |
|---|--|--|--|
| 19) BEDLINER TOUGH BED SPRAY | | | |
| 20) 3 REMOTE KEY FOBS | | | |
| 21) FLOOR LINERS FRONT AND REAR | | | |
| 22) BIDDERS FULL SPECIFICATION SHEET WITH PRICE BREAKDOWN ATTACHED | | | |