MOUNTAINS RECREATION & CONSERVATION AUTHORITY



Los Angeles River Center and Gardens 570 West Avenue Twenty-six, Suite 100 Los Angeles, California 90065 Phone (323) 221-9944

REQUEST FOR PROPOSALS FLEET MANAGEMENT AND VEHICLE ACQUISITION SERVICES March 26, 2021

This Request for Proposals is limited to certified Disadvantaged Business Enterprises and/or non-profit 501(c)(3) Community-Based Organizations.

The Mountains Recreation and Conservation Authority (MRCA) seeks a Vendor to provide Fleet Management and Vehicle Acquisition Services. MRCA's current fleet includes approximately 115 vehicles used regularly for agency business. **Respondents must be able to provide on-road assets through leasing or financing options as well as fleet management/maintenance services.** Contract length is to be three (3) years with the option of extending an additional two (2) years for a total of five (5) years, beginning in July 2021.

The Mountains Recreation and Conservation Authority, a local public agency exercising joint powers of Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500, *et seq.* of the Government Code, requests proposals for the project described herein, complete and in place at the location specified. The successful Vendor and their subcontractors shall immediately obtain business licenses from the City or County in which the work is to be performed if necessary, and fees for this will be paid by the Vendor.

Attachments: This RFP consists of this memo and the following attachments:

- 1) Scope of Services
- 2) Fleet Listing
- 3) Submittal Requirements
- 4) Instructions to Proposers
- 5) Proposal Submission Form and Questionnaire
- 6) Vehicle Specifications

Contact: Julien Buenaventura, <u>Julien.Buenaventura@mrca.ca.gov</u> (323) 221-9944, x104 570 W. Ave. 26, Suite 100, Los Angeles, CA 90065

Proposal Submission: Please provide your submittal package as described in this RFP as a PDF file. **Proposals are due by 5:00 p.m. PST on <u>Friday, April 23, 2021</u> and should be e-mailed to the address listed above. Only electronic submittals will be accepted and files should be in PDF format. If submittal files exceed 10 Mb, use a file sharing app (such as Dropbox or Google Drive) and include your link to the email submission.. Late submissions will not be accepted.**

Eligible Companies: This Request for Proposals is limited to certified Disadvantaged Business Enterprises and/or non-profit 501(c)(3) Community-Based Organizations. **Businesses that do not meet these qualifications are not eligible to propose for this opportunity**. Any type of certified DBE is eligible, including but not limited to Minority-

Owned, Woman-Owned, Disabled Veteran-Owned, and Small Business Enterprises. Community-based organizations must have current 501(c)(3) status. Proposers must submit evidence of their certification/non-profit status, current as of the proposal due date. If Proposer is a partnership, the requirement for DBE/501(c)(3) must be met by the primary partnership member who will enter into an agreement with MRCA.

MRCA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/services. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such sub-contractor.

Selection: Selection will be based on demonstrated competence and qualifications for the services to be performed at fair and reasonable prices to the MRCA. Proposed deviations from the RFP requirements will be noted and taken into consideration. Any proposal deemed irresponsible or unresponsive will not be considered.

Schedule: Proposals will be accepted until 5:00 p.m. on April 23, 2021 via email with return receipt to <u>Julien.Buenaventura@mrca.ca.gov</u>.

All Requests for Interpretation and questions should be submitted i to the contact above before 5:00 p.m. PST on Thursday, April 15, 2021. Answers shall be posted on MRCA's <u>website</u> by Tuesday, April 20, 2021.

MRCA expects to award this contract within 90 days after the submission date.

This request for proposals does not, in itself, order any specific items, nor does it create an obligation of funds. MRCA obligates funds through issuance of separate documents. **Mountains Recreation and Conservation Authority reserves the right to reject any** or all bids, to waive technicalities, to re-advertise, or to proceed otherwise when in the best interest of the agency.

ABOUT THE MRCA

The Mountains Recreation and Conservation Authority (MRCA) is a local public agency exercising joint powers of <u>Santa Monica Mountains Conservancy</u>, the <u>Conejo Recreation and</u> <u>Park District</u>, and the <u>Rancho Simi Recreation and Park District</u> pursuant to Section 6500, *et seq.* of the California Government Code. The MRCA is dedicated to the preservation and management of local open space and parkland, watershed lands, trails, and wildlife habitat. The MRCA manages and provides ranger services for over 75,000 acres of public lands and parks that it owns and that are owned by the Santa Monica Mountains Conservancy or other agencies and provides comprehensive education and interpretation programs for the public. The MRCA works in cooperation with the Conservancy and other local government partners to acquire parkland, participate in vital planning processes, and complete major park improvement projects.

Attachment 1 - Scope of Services

The Mountains Recreation and Conservation Authority (MRCA) seeks a Vendor to provide Fleet Management and Vehicle Acquisition Services. MRCA's current fleet includes approximately 115 vehicles used regularly for agency business (refer to Attachment 2 for a fleet listing). **Respondents must be able to provide on-road assets through leasing or financing options as well as the fleet management/maintenance services.**

The RFP is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." MRCA expects respondents to understand and anticipate the current and future needs of MRCA—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposals will be evaluated in part on the demonstrated ability to meet or exceed the needs and requirements of MRCA within the defined scope of this RFP.

Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the FLEET MANAGEMENT SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of MRCA.

Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

The RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet MRCA's needs. MRCA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

The awarded Vendor shall designate one senior staff member to represent the Vendor. This contact person will correspond with MRCA for technical assistance, questions, or concerns that may arise.

A. Fleet Management – Scope of Services

MRCA seeks a Vendor to provide Fleet Management Services, which is generally defined as the provision of preventative maintenance plans, maintenance and repairs in accordance with OEM recommendations, while meeting allowable downtime standards and safety needs. Fleet management services to MRCA shall also include Fueling Services and acting as MRCA's liaison.

Services shall be provided for an agency fleet that is comparable in composition to the current fleet (see Attachment 2). Updated models shall be rotated into the fleet per the services described under Vehicle Acquisition Services. Fleet Management is needed for vehicles already in use by MRCA and shall not be limited to new vehicles procured under

this contract. MRCA also owns other specialty vehicles that will <u>not</u> be included under this contract, such as construction equipment and fire engines. The specific components of the fleet will be determined when the contract is initiated and may be altered by MRCA during the contract term.

Maintenance, Repair, and Safety Services include but are not limited to the following:

- 1. Preventive Maintenance Services at regular intervals, as determined for various classes of vehicles and equipment, to ensure safe dependable service;
- 2. Mandated safety and emissions tests as required;
- 3. All unscheduled repairs;
- 4. Coordination of accident damage estimate and repair;
- 5. Contract maintenance services managed by Fleet Management;
- 6. Towing services using approved towing contractor;
- 7. Insuring vehicles and equipment as required in conjunction with MRCA's Vehicle Coordinator;
- 8. Maintaining proper mechanical records for all vehicles; and
- 9. Providing purchasing and inventory management of materials used in the repair and maintenance of the fleet.

Fueling Services include but are not limited to the following:

- 1. Provide fuel to all agency vehicles;
- 2. Fuel billing report;
- 3. Issuance and maintenance of fuel keys; and
- 4. Maintenance/Repairs at fuel sites.

Liaison Services include but are not limited to:

- 1. Providing inbound shop disposition as requested by MRCA for automobiles to be delivered to shops for defect repair, preventive maintenance, reassignment, or railroad damage repair,
- 2. Preparing and transmitting shop instructions to repair shops,
- 3. Dispatching mobile units for minor repairs and assistance in unloading,
- 4. Authorizing all car repair estimates from mobile units and repair shops,
- 5. Completing repair analysis paperwork for MRCA authorization when repair estimates exceed approved limits,
- 6. Approving all repair invoicing and updating mechanical records as required,
- 7. Verifying that all repair shops have proper certification for work being performed,
- 8. Providing outbound disposition to repair shops and monitor estimated out dates for accuracy,

- 9. Auditing repair shops used for Maintenance
- 10. Updating and maintaining mechanical database, including scheduled preventive maintenance activities for each Car and delivery of notices to MRCA or its designee of upcoming scheduled preventive maintenance for Cars,
- 11. Updating and maintaining repair history database,
- 12. Providing depreciated value statements and providing all services in connection with associated invoicing and documentation,
- 13. Negotiating shop labor rates,
- 14. Obtaining competitive scrap bids and providing all services in connection with associated invoicing and documentation, and
- 15. Providing all services in connection with administration of storage yards and auditing of associated invoices.
- 16. Coordination with insurance company for claims.

B. Vehicle Acquisition – Scope of Services

The MRCA vehicle fleet contains sedans, light, medium and heavy-duty pickups, SUV/Crossovers, and electric golf carts. The average vehicle age is over 10 years and 50% have over 100,000 miles. MRCA desires to update/upgrade its fleet to reduce future maintenance costs, uncertainty over usability, and improve safety. The Vendor shall devise and implement a phased replacement plan where approximately 15-25 vehicles are replaced each year. Vehicle acquisitions will be subject to budget availability each year.

Vehicle Acquisition Services are desired to carry out the replacement plan in a managed and deliberate manner, ensuring that MRCA's costs are kept as low as possible while keeping the majority of vehicles under manufacturer's warranty. Services include replacements, acquisition and disposal services. Acquisition may be by lease or financing. Cash or retail installment sales may be considered if it is determined to be in MRCA's best interest.

Replacement, Acquisition, and Disposal Services include but are not limited to the following:

- 1. Management of vehicle replacement program;
- 2. Development of specifications and acquisition of new vehicles;
- 3. Management of vehicle numbering, license processing and computerized database management;
- 4. New vehicle service and preparation for the above vehicles (e.g. safety inspection, installation of all parts, fluid level and tire pressure service, charge EV battery if applicable, apply vehicle markings); and
- 5. Disposal of retired vehicles.

C. Value Added Services

Value Added Services may be included as part of Vendor's Proposal. These will be considered as complementary to the base required services for Fleet Management and Vehicle Acquisition. Examples may include, but are not limited to:

- 1. Short-term rental programs;
- 2. Upfitting of after-market products;
- Fleet management information technologies: telematics, fleet monitoring, fuel management, fuel tank management and motorpool/fleet sharing software and systems;
- 4. Roadside assistance including towing, emergency charging, mechanical repair and other repairs necessary to return vehicles and equipment to safe operation;
- 5. Installation, operation and maintenance of dedicated charging and fueling stations;
- 6. Battery longevity monitoring and replacement plans;
- 7. Programs that would benefit our park visitors, such as sponsored charging stations or discounts.

Attachment 2 – Fleet Listing

The following is an approximate list of MRCA's current fleet as of November 2020. This listing is provided for proposal information purposes only. Actual fleet composition and needs shall be determined in conjunction with the selected Vendor.

Year	Make	Model	12/1/2019
			Odometer
2003	Toyota	Prius 4dr Sedan Hybrid	173649
2005	Toyota	Prius 4dr Sedan Hybrid	207030
2006	Ford	F350 CrwCab 4X4 Hi/Pro LE	165860
2006	Ford	F350 CrwCab 4X4 Hi/Pro LE	157892
2006	Ford	F350 CrwCab 4X4 Hi/Pro Fire	173833
2006	Ford	F-350 Longbed Pickup 4X4 LE	156452
2006	Ford	F-350 Utility 4X4	205991
2006	Ford	F-350 Utility 4X4	182535
2006	Ford	F-350 Pickup 4X4	171315
2009	Ford	F-250 4X4 Utility	194928
2009	Ford	F-250 4x2 Utility	167309
2009	Ford	F-150 4x2 Pickup Stakebed	200580
2009	Ford	F-150 4x2 Pickup	190538
2009	Ford	F-150 4x2 Pickup	206,540
2009	Ford	F-150 4x2 Pickup	154,544
2002	Ford	Ford F-250 SD 4X4 P/U	170,000
2002	Ford	Ford F-250 SD 4X4 Utility	217,708
1999	Ford	Ford F-250 SD 4X4 Utility	177712
2003	Chevy	reg cab S-10 P/U 4x2	207030
2010	Ford	Expedition	161,345
2001	Ford	F450 Flatbed 15000# GVWR	138,920
2001	Toyota	Prius 4dr Sedan Hybrid	138920
2001	Toyota	Prius 4dr Sedan Hybrid	140,040
2002	Ford	E 350 Conversion Van 4wd	140040
2002	Ford	F350 Super Cab 4wd 6.8 liter	58216
2002	Ford	Think 4 pass low spd veh Elect	77
2002	Ford	Think 4 pass low spd veh Elect	136
2007	Ford	F-550 Utility 4X4 Diesel	114000
2007	Ford	F-550 12'Fltbd dump 4x4 Diesel	79276
2007	Ford	F-550 12'Stksd dump 4x4 Diesel	96057
2008	Chevy	Tahoe Hybrid	142118
2009	Ford	F-250 4x2 Utility	145856
2009	Ford	F-250 4x2 Utility	100026
2009	Ford	Ford Ranger 4x2 4cyl	115173
2010	Ford	Ford Ranger 4x2 4cyl	106335
2010	Ford	Ford Ranger 4x2 4cyl	95065
2010	Ford	Ford Ranger 4x2 4cyl Stakebed	144,491
2010	Ford	Ford Ranger 4x4 V6 Super Cab	94,696

2010	Ford	Ford Ranger 4x4 V6 Super Cab	139,090
2010	Ford	Ford Ranger 4x4 V6 Super Cab	112,811
2010	Ford	Think 2 pass low spd veh Elect	939
2002	Ford	Think 4 pass low spd veh Elect	207
2002	Ford	· · ·	
2007	Ford	F-450 Crewcab Utility 4x4 Diesel	133,618
	Ford	F350 Crewcab Utility 4X4	102,981 71374
2009 2009	Ford	F-250 4x2 Utility	-
2009	Ford	F-250 4x2 Utility	78009
	Ford	F350 Crewcab Utility 4X4 C-Max sedan	82,508
2014	Ford	C-Max sedan C-Max sedan	55,699
2014			60529
2014	Ford	C-Max sedan	70353
2014	Ford	F150 Ecoboost SuperCrew PU	91295
2014	Ford	F150 Ecoboost SuperCrew PU	96500
2014	Ford	F150 Ecoboost SuperCrew PU	94573
2014	Ford	F150 Ecoboost SuperCrew PU	92186
2015	Ford	F250 Supercab 4X4 PU	105438
2015	Ford	F-250 Crewcab 4X4 Utility LE	111500
2015	Ford	F-350 Excab 4X4 Utility LE	89058
2015	Ford	F-350 Excab 4X4 Utility LE	116975
2015	Ford	F-350 Excab 4X4 Utility LE	91772
2003	Ford	Ranger XLT	66596
2003	Ford	Ranger XLT	27814
2003	Ford	Ranger XLT	27385
1993	Toyota	T-100 light weight Stakebed	33723
2001	Toyota	Prius 4dr Sedan Hybrid	110,040
2009	Ford	Ford Ranger 4x4 V6 Super Cab	50396
2010	Ford	Ford Ranger 4x4 V6 Super Cab	48484
2010	Ford	Ford Ranger 4x4 V6 Super Cab	44736
2014	Ford	C-Max sedan	25140
2016	Ford	C-Max sedan	43847
2016	Ford	C-Max sedan	17973
2016	Ford	C-Max sedan	22498
2016	Ford	F150 Ecoboost Crewcab PU	66906
2016	Ford	F150 Ecoboost Crewcab PU	47189
2016	Ford	F-350 Excab 4X4 Utility	58528
2016	Ford	F-350 Excab 4X4 Utility	81434
2016	Ford	F-350 Excab 4X4 Utility	47402
2016	Ford	F-350 Excab 4X4 Pickup	26546
2016	Ford	F-350 Excab 4X4 Utility	80558
2016	Ford	F350 Crewcab Pickup 4X4	61361
2016	Ford	F350 Crewcab Utility 4X4	46002
2016	Ford	F350 Reg Cab 4X4 Stakebed	15005
1999	Int'l	4X2 Fire Crew Bus Diesel	124,946
1999	Int'l	4X2 Fire Crew Bus Diesel	133,628

2016	Ford	15 Passenger Van (Class B)	12814
2018	Ford	F-550 4X4 Utility	15004
2018	Ford	F-550 4X4 Utility	13844
2018	Ford	F-550 4X4 Utility	15566
2018	Ford	F-550 4X4 Utility	14432
2018	Ford	F-550 4X4 Stakebed Dump	10264
2018	Ford	F-350 4X4 Utility LE	33952
2019	Toyota	Highlander Hybrid	6808
2019	Chevy	Tahoe	
2019	Chevy	Tahoe	
1998	Int'l	FEPP 4900 4X2 Type 3	133,618
1998	Int'l	FEPP 4900 4X2 Type 3	100,192
2007	Ford	FEPP E350 12 Passenger Van	73,181
2001	Ford	FEPP F250 Pickup w/lift gate	98,985
2000	Ford	FEPP F350 Utility 4X4	58,588
1998	Int'l	FEPP 4800 4X4 Type 3	117,199
2001	Int'l	FEPP 4800 4X4 Type 3	111,131
1998	Int'l	FEPP 4800 4X2 Type 3	123,151
2002	Int'l	FEPP 4800 4X4 Type 3	
1997	Dodge	F-350 Reg Cab 4X4 Stakebed	33,723
2009	Ford	F-350 Stake Bed Dump	19221
2010	Ford	Ford Ranger 4x4 V6 Super Cab	26,829
2002	Int'l	4700 Crewcab 4X2 16' Stakebed	36,776
2016	Ford	F-550 Reg Cab 4X4 Stakebed	25979

Attachment 3 – Submittal Requirements

Proposals shall be organized by the sections listed below. Proposals should be submitted under company letterhead stationery with the information required in this RFB and must include the following:

1. Completed, signed Bidder's Information and Assurances and Contract Administrative Data forms.

2. Completed Sample Vehicle List. For each vehicle type listed in Attachment 6, provide information for it would be fulfilled. Provide online links to cut sheets for each model.

3. Pricing Schedules

a. Fleet Maintenance Cost Schedule Provide a per vehicle monthly cost for routine and preventative maintenance. This shall be an all-inclusive cost including liaison services to shops and administration of fueling program.

Describe the cost structure for occurrence maintenance work, such as accident repair.

b. Vehicle Acquisition Sample Pricing

Provide the per vehicle acquisition cost for the vehicles listed on Attachment 6, using the Sample Vehicle Acquisition Pricing Sheet. Vendor will be responsible for licensing and registration of the vehicle to MRCA with exempt license plates and payment of all applicable taxes. Make note of any differences between factory order and dealer stock prices.

c. Other Costs and Programs

Describe the components, partners, and cost structure, including discounts, of the fueling program, insurance options, and repair shop work.

List type and amount of all fees, including management fees, service charges, termination fees, resale fees, and interest, and fees for any services such as installation, set up, mandatory training, or initial inspection. List and describe any shipping and delivery fees. Identify any parties that impose such costs and their relationship to the Proposer.

4. Exceptions: Describe any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP. The Proposer acknowledges that the exceptions listed may or may not be accepted by MRCA or included in the final contract.

5. Questionnaire: Provide answers to the questions on Attachment 5.

6. Agreements: Include any Agreements that MRCA would be required to sign. The agreements will be reviewed by MRCA before any award will be announced. If acquisition by leasing is proposed, highlight any terms related to use or mileage restrictions, depreciation value, and buyout terms. The terms and conditions of this contract take precedence over any Lease documents that may be signed by MRCA.

Detailed invoicing instructions will be negotiated between MRCA and the tentatively selected Vendor. Any credits due MRCA shall be separately identified on the invoice and shall be applied against outstanding charges due to the Vendor.

EVALUATION

Proposals will be evaluated for the following criteria:

- Pricing;
- Experience and technical competence of the Vendor;
- Value offered considering capabilities and experience of the Vendor;
- Financial Viability and Marketplace Success;
- Value-Added Attributes;
- Capability of the project team to provide the scope of work;
- Conformance to RFP Terms and Conditions; and
- Recommendations of prior clients.

The information provided in response to the above requirements will be the basis for evaluation. Failure to provide this information or the inclusion of any conditions, limitations, or misrepresentations may adversely affect the evaluation of your proposal. The Executive Officer of the MRCA reserves the right not to award any contract if no proposal is acceptable.

MRCA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to MRCA satisfaction.

Attachment 4 – Instructions to Proposers

A. CONFLICT OF INTEREST

1. All respondents will be required to represent and warrant that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member with discretion over the contract of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including stepchildren), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Consultant shall be liable for all damages sustained by the MRCA as a result of the breach.

B. PREPARATION OF BID

- 1) Bids must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in blue or black ink, in both figures and words where indicated.
 - a) In case of discrepancy, the amount written in words shall govern.
 - b) Interlineations, alterations and erasures must be initialed by the signer of the bid on all pages submitted.
 - c) If there is no bid item on the form for a particular item of work, full compensation for such work shall be considered as included in the prices bid for other items of work.
 - d) In case of unintelligible figures, ambiguities or discrepancies between unit costs, item subtotals, and/or total amount bid, and the value of items therefore cannot be calculated, the bid shall be found to be irregular and rejected as nonresponsive.
 - e) In case of discrepancy between total cost of items listed and the total base bid amount, the amount listed as total base bid amount on page 1 of the Bid Submission Form shall govern.
- 2) Conditional bids will not be accepted except for specific requested alternates.
- 3) The MRCA reserves the right to reject any bid improperly prepared or which does not contain all information required as indicated. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.
- 4) Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause MRCA to reduce the evaluation points awarded.
- 5) Proposers must supply sufficient information to:

- a) demonstrate the Proposer's knowledge of industry standards and MRCA needs and expectations;
- b) Identify the equipment/products and services being proposed as applicable to the needs and expectations of MRCA; and
- c) differentiate equipment/products and services from other industry manufacturers and providers.
- 6) Proposer's Exceptions to Terms and Conditions: Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented in Proposer's response.

C. PRICING GUIDELINES

- 1. Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of MRCA.
- 2. This RFP requests pricing for an indefinite quantity of products or related services.
- 3. MRCA desires a Turn-Key solution. A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status.
- Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet MRCA's needs.
- 5. Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacturer name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

D. ADDENDA AND INTERPRETATIONS

- 1. The words "Proposer" "Bidder" and "Vendor" are used interchangeably in this Request for Proposal.
- 2. No interpretation of the RFP will be made to Proposers orally. Every request for such interpretation should be in writing addressed to the MRCA.
- 3. All requests for interpretation and questions must be submitted to MRCA in the manner and by the date and time stated in the Request for Proposals.

- 4. All such interpretations and any supplemental instruction will be in the form of written addenda to the RFP. All addenda so issued shall become part of the Contract Documents.
- 5. Proposer shall ascertain prior to submitting a bid that they have received all Addenda issued, and Proposer shall acknowledge their receipt in the bid.

E. OBLIGATION OF PROPOSER

- 1. Each proposer must inform themselves fully of the conditions relating to the project and labor under which the work will be performed. Failure to do so will not relieve a successful Vendor of their obligation to furnish all material and labor necessary to carry out the provisions set forth in the bid. Each proposer will be presumed to have read and to be thoroughly familiar with the plans, specifications, and other contract documents, including all addenda.
- 2. The failure and omission of any proposer to receive any form, instrument, or document shall in no way relieve any proposer from any obligation in respect to this bid.

F. NEGOTIATION

- 1. Notwithstanding any other provision of law, the MRCA may use a negotiation process if it finds that one or more of the following conditions exist:
 - a. The business need, purpose or project related to a bid or contract can be further defined as a result of a negotiation process.
 - b. The business need, purpose or project related to a bid or contract is known by the MRCA, but a negotiation process may identify different types of solutions to fulfill this need.
 - c. The complexity of the need suggests a bidder's costs to prepare and develop a solicitation are extremely high.
 - d. The business need, purpose or project related to procurement is known by the MRCA but negotiation is necessary to ensure that the MRCA is receiving the best value or the most cost-efficient goods and services.
 - e. When it is in the best interests of the MRCA, the MRCA may negotiate amendments to the terms and conditions, including scope of work, of existing contracts for goods and services.
 - f. If the MRCA determines that such action is necessary, the MRCA will notify the low bidder of its intention to negotiate the contract after award of bid. Award of bid shall be made according to standard MRCA standards and practices.

G. INSURANCE

- The successful bidder must provide proof of all required insurance as specified in the Agreement and herein. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.
- 2. General Liability: \$1,500,000 per occurrence; \$ 3,000,000 aggregate.

Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying MRCA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million.

- 3. Automobile: \$1,000,000 per occurrence of bodily injury or property damage.
- 4. Workers Compensation: As required by California law.
- 5. The Contractor will be responsible for the deductible and documentation for any and all claims made on all policies.
- 6. The following entities shall each be named as Additional Insured:
 - i. Mountains Recreation and Conservation Authority
 - ii. Conejo Recreation and Park District
 - iii. Rancho Simi Recreation and Park District
 - iv. Santa Monica Mountains Conservancy

H. DELIVERY, SHIPPING AND RESTOCKING

- 1. Any additional costs for delivery and set-up should be clearly disclosed.
- 2. Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to MRCA. MRCA reserves the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.
- 3. Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at MRCA's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

- 4. Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping.
- 5. All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to MRCA relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.
- 6. In the event delivery of a vehicle cannot be completed within the period specified by Vendor, the Vendor shall notify MRCA promptly when it becomes aware it cannot meet the schedule, and Vendor shall indicate the reason for delay and a projected delivery date. MRCA reserves the right to cancel the order at that time without cost to MRCA. In any event, MRCA's obligation to pay does not commence until MRCA accepts delivery of a vehicle from the Vendor.

I. SPECIFICATIONS

- 2. New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services.
- 3. The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from MRCA.
 - a. MRCA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of MRCA. In the event of the delivery of nonconforming products, MRCA will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to MRCA.
 - b. Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.
- 4. Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.
- 5. The vehicle(s) furnished under this contract shall be of good quality and in safe operating condition. The vehicle(s) acquired under this contract shall be inspected by MRCA prior to taking possession, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle. MRCA shall accept or reject the vehicle promptly after receipt. If MRCA determines that any vehicle is defective or unsafe at delivery, MRCA shall promptly inform the Vendor in writing.

J. WARRANTY

- 1. The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the contract will be passed on to MRCA. Failure to submit a minimum warranty may result in non-award.
- 2. Upon written notification to the vendor of a product's failure to conform to any of the aforementioned warranties during the applicable warranty period, the vendor shall correct such failure/nonconformity by repairing the defective part(s) or providing replacement part(s) within 60 calendar days of receipt of the notification. The vendor will warranty the replacement part(s) for the remainder of the original warranty period.
- 3. Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

Attachment 5 - BIDDER'S INFORMATION AND ASSURANCES

A PROJECT OF:	MOUNTAINS RECREATION AND CONSERVATION AUTHORITY 570 West Avenue 26, Suite 100 Los Angeles, CA 90065
BID FROM:	
	(Name of Bidder)
	(Address)
	(Telephone)

DATE SUBMITTED:

Mountains Recreation and Conservation Authority reserves the right to reject any or all bids, to waive technicalities, to re-advertise, to proceed otherwise when in the best interest of the agency.

The undersigned as bidder declares that he/she has carefully examined the Invitation For Bid and instructions, and hereby proposed and agrees, if the proposal is accepted, to furnish all materials and do all work required to provide the vehicles in the time and manner prescribed for the price set forth in the following schedule. The undersigned has checked all words and figures inserted in the bid submittal, and understands that the MRCA will make no allowance for any error or omission on the part of the undersigned.

The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member with discretion over the contract of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including stepchildren), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

By signature below, Bidder affirms that it is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, ancestry, religious creed, age, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions) sexual orientation, gender identity, gender expression, genetic information, marital status, military and veteran status, physical or mental disability, medical condition, or any other basis protected by law in the performance of any contract or order resulting from this bid.

By signature below, Bidder affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

Bidder shall defend, indemnify and save harmless Mountains Recreation and Conservation Authority and all its officers, agents and employees from all suits, actions, and other claims of any character, name and description brought for or on account of any injuries or damages receiver sustained by any person, persons, or property on account of any negligent act or fault of the bidder, or any agent, employee, subcontractor or supplier, in the execution of or performance under, any contract which may result from award. Bidder shall pay any judgment with costs, which may be obtained, against Mountains Recreation and Conservation Authority growing out of such injury or damages.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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 to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I understand that all prices included in this bid package are valid for 120 days from bid due date, including interest rates.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Authorized Signature								
Name:								
Title:								
Executed this	_day of	, 2020 at	-					

CONTRACT ADMINISTRATIVE DATA

The following individuals are designated as primary points of contact for matters related to this contract and are authorized to negotiate on Bidder's behalf.

For the Vendor: (Bidder to insert information)

Name:		
Title:		
Phone:	Email:	
Name:		
Title:		_
Phone:	Email:	

SELECT ONE:

_____Vendor has a physical location with customer services available within a 75 mile radius of MRCA's main offices at 570 West Avenue 26, Los Angeles CA 90065.

_____ Vendor has the following partner with a physical location with customer services available within a 75 mile radius of MRCA's main offices at 570 West Avenue 26, Los Angeles CA 90065:

Name:	
Address:	
Contact Information:	

Are all License and Registration Charges included in rates? (Yes/No)

The bidder shall deliver vehicle(s) within the following period after receipt of an MRCA Purchase Order:

Estimated delivery interval: ______weeks after PO receipt.

SAMPLE VEHICLE LIST

Bidder to fill in:

Vehicle Type	Make	Model	Year	Describe Variation(s) from Specifications	Delivery Time (weeks)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

SAMPLE VEHICLE ACQUISITION PRICING SHEET

Financing must be quoted in arrears and <u>pricing must include all applicable taxes and fees.</u>

Vehicle Type	Base Vehicle Cost (including allowances)	ALL Taxes, Fees, Registration, Delivery, etc.	Lease Term (months)	Interest Rate	Buyout	Monthly Payment (per vehicle)	Quan.	Total Cost
	FILL I	N PRICES FOR		EHICLE				
1			60		\$1.00		4	
2			60		\$1.00		4	
3			60		\$1.00		1	
4			60		\$1.00		1	
5			60		\$1.00		4	
6			60		\$1.00		4	
7			60		\$1.00		3	
8			60		\$1.00		1	
9			60		\$1.00		1	
10			60		\$1.00		1	
11			60		\$1.00		1	

Proposal Questionnaire

A. Company Information & Financial Strength

1) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the FLEET MANAGEMENT SERVICES industry.

2) Provide a detailed description of the products and services that you are offering in your proposal.

3 Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.

4) Has your business ever petitioned for bankruptcy protection? Please explain in detail.

5) How is your organization best described: is it a manufacturer, a distributor/dealer/ reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.

a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/ reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?

b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

6) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

7) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.

B. Industry Recognition & Marketplace Success

8) Describe any relevant industry awards or recognition that your company has received in the past five years.

9) Supply three references/testimonials from your customers. At a minimum, please include the entity's name, contact person, and phone number.

10) Provide a list of your top five customers (entity name is optional), including entity type, location, scope of the projects, size of transactions, and dollar volumes from the past three years.

11) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

C. Payment Terms and Financing Options

12) What are your payment terms (e.g., net 10, net 30)?

13) Do you provide leasing or financing options, especially those options that MRCA may need to use in order to make certain acquisitions?

14) Briefly describe your proposed order process.

D. Warranty

15) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

16) Describe any service contract options for the items included in your proposal.

E. Pricing, Delivery, Audits, and Administrative Fee

17) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

18) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

F. Industry-Specific Questions

19) Describe your available vehicle maintenance program(s).

20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.

Attachment 6 – SAMPLE VEHICLE SPECIFICATIONS

MRCA is requesting pricing for the following vehicle type(s) with the minimum specifications below. <u>All vehicles shall be new condition</u>. Proposer shall provide pricing for one (1) of each type; MRCA may elect to purchase more, fewer, or none of any type, or different types.

Unless noted otherwise, all vehicle types shall have:

- White exterior paint color
- Engines that comply with California emissions
- Automatic transmissions
- Limited slip rear ends
- Air conditioning
- Vinyl interior and vinyl floor
- Power windows and door locks

- Spray bed liners where applicable
- AM/FM/Bluetooth compatible sound system for hands free phone use
- Full size spare tire and wheel
- Three (3) master ignition keys

VEHICLE TYPE 1

Description: Compact Crossover 5 Passenger 4-Door SUV, Hybrid

(Example: Ford Escape)

Specifications:

- Cloth Interior
- Split fold-flat rear seat
- Gasoline Hybrid Engine, 4 cylinder

VEHICLE TYPE 2

Description: Compact Crossover 5 Passenger 4-Door SUV, All Wheel Drive, Hybrid

(Example: Ford Escape)

Specifications:

- Cloth Interior
- Split fold-flat rear seat
- Gasoline Hybrid Engine, 4 cylinder
- All Wheel Drive

VEHICLE TYPE 3

Description: Midsize Super Cab 4x4 Truck

(Example: Ford Ranger)

Specifications:

- Bucket Seats, cloth and vinyl floor
- Black wall tires, A/T

VEHICLE TYPE 4

Description: Midsize Crew Cab 4x4 Truck

(Example: Ford Ranger)

Specifications:

- Bucket Seats, cloth and vinyl floor
- Black wall tires, A/T

VEHICLE TYPE 5

Description: Full Size Super Cab Half Ton Pickup Truck, 4-Wheel Drive, 6 ½ ft. bed.

(Example: Chevrolet 1500, Dodge Ram 1500, Ford F-150)

Specifications:

- Bucket seats
- Gasoline Engine High Output, V6
- A/T Black wall tires
- Tow package with class IV receiver (10,000#) and integrated brake controller
- Heavy Duty Cooling Package
- High Output Alternator
- Largest single fuel tank available
- Rear bed light/third break light
- \$8,000 for LE lighting upfit

VEHICLE TYPE 6

Description: Full Size Super Cab Half Ton Pickup Truck, 4-Wheel Drive, 8 ft. bed.

(Example: Chevrolet 1500, Dodge Ram 1500, Ford F-150)

Specifications:

- Bench seats
- Gasoline Engine V-6
- A/T Black wall tires
- Tow package with class IV receiver (10,000#) and integrated brake controller
- Heavy Duty Cooling Package
- High Output Alternator
- Largest single fuel tank available
- Rear bed light/third break light

VEHICLE TYPE 7

Description: 1-Ton Pickup 4-Wheel Drive (single rear wheel)

(Example: Chevy Silverado 3500, Dodge Ram 3500, Ford F-350, GMC Sierra 3500)

Quantity: Three (3)

- Extra Cab
- Long Bed (8 ft.)
- Gasoline Engine, largest V8 available
- Heavy Duty tow package
- Heavy Duty cooling package
- High Output Alternator

- Pickup Bed Delete
- Allow \$8,000 for Utility box (desired manufacturer, Pacific Truck Equipment)
- Spray in bed liner
- Rear bed light, 3rd break light
- Tow package with class IV receiver (10,000#) and integrated brake controller
- A/T Black wall tires
- Largest fuel tank available
- Keyless entry
- Bench seat

VEHICLE TYPE 8

<u>Description</u>: **1-Ton Pickup 4-Wheel Drive (single rear wheel)** (Example: Chevy Silverado 3500, Dodge Ram 3500, Ford F-350, GMC

Sierra 3500)

Specifications:

- Extra Cab
- Long Bed (8ft.)
- Gasoline Engine, largest V8
- Heavy Duty tow package
- Heavy Duty cooling package
- High Output Alternator
- Pickup Bed Delete
- Allow \$8,000 for Utility box with heavy duty lumber rack (manufacturer, Pacific Truck Equip.)
- Spray in bed liner
- Rear bed light, 3rd break light
- Tow package with class IV receiver (10,000#) and integrated brake controller
- A/T Black wall tires
- Largest fuel tank available
- Keyless entry
- Bench seat

VEHICLE TYPE 9

<u>Description</u>: **1-Ton Standard Cab Stakebed Dump 4-Wheel Drive (dual rear wheel)** (Example: Chevy Silverado 3500, Dodge Ram 3500, Ford F-350, GMC Sierra 3500)

Specifications:

- Standard Cab
- 8ft. by 12 ft. stake side bed dump
- Gasoline Engine, largest V8
- Heavy Duty tow package
- Heavy Duty cooling package
- High Output Alternator

- Allow \$12,500 dump stake side. (Desired manufacturer Pacific Truck equipment) with two under slung Weather Guard tool boxes. Minimum bed specifications: 9-foot electric dump bed, 24-inch wood gates with swing away rears, wood decking, tie down hooks (2 front, two rear, and 3 on each side), 7 pin flat tow plug, led tail and back up lights, Backing alarm.
- Rear bed light, 3rd break light
- 2 under bed tool boxes filling, largest capacity
- Tow package with class IV receiver (10,000#) and integrated brake controller
- A/T Black wall tires
- Largest fuel tank available
- Bench seat

VEHICLE TYPE 10

Description: Heavy Duty Crew Cab 4x4 Cab and Chassis; Minimum GVWR 17,000 lbs.

(Example: Chevy 5500, Dodge Ram 5500, Ford F-550 or GMC 5500)

Specifications:

- Manual or auto locking front hubs with electronic shift 4X4
 - Diesel engine
 - Single 40-gallon minimum size fuel tank
 - A/T Black wall tires
 - Allow \$12,500 dump stake side. (Desired manufacturer Pacific Truck equipment) with two under slung Weather Guard tool boxes. Minimum bed specifications: 9-foot electric dump bed, 24-inch wood gates with swing away rears, wood decking, tie down hooks (2 front, two rear, and 3 on each side), 7 pin flat tow plug, led tail and back up lights, Backing alarm.
 - Allow \$9,000 for emergency lighting package
 - Tow package with class IV receiver (10,000#) and integrated brake controller
 - Heavy Duty Cooling Package
 - High Output Alternator
 - Rear bed light/third break light
 - DEF tank must have at least 14 inches clear of ground clearance
 - Front bucket seats or 40/20/40 configuration
 - Skid plates
 - Interior 110-volt outlet
 - Engine block heater

VEHICLE TYPE 11

Description: Full Size Crew Cab Pickup Truck, 4-Wheel Drive, 6 1/2 ft. bed.

(Example: Chevrolet 2500, Dodge Ram 2500, Ford F-250)

Specifications:

- Crew Cab
- Short Bed (6 ½ ft.)
- Standard Gas Engine, 6.2 L
- Electronic Locking Axle Ratio
- Heavy Duty tow package

- Heavy Duty cooling package
- High Output Alternator
- Pickup Bed Delete
- Allow \$8,000 for LE upfit
- Allow \$8,000 for Utility bed/box (desired manufacturer, Pacific Truck Equipment)
- Spray in bed liner
- Rear bed light, 3rd break light
- Tow package with class IV receiver (10,000#) and integrated brake controller
- A/T Black wall tires
- Largest fuel tank available
- Keyless entry
- Bucket seats with removable center section