



RFQ NO. 06042021

QUOTES ACCEPTED UNTIL: HTKFC [." JUNE 4, 2021 10:00 a.m. PT

Murrieta Valley USD (MVUSD) is seeking request for quotes (RFQ) from **Ford** motor vehicle dealerships qualified to provide delivery of current model year Fleet Vehicles, which shall include: trucks, vans, utility vehicles and SUV. The intent and purpose of this RFQ is to secure bids on comparable equipment, and to establish contract pricing for fleet vehicles with standard specifications, as well as available options for these vehicles.

Murrieta Valley USD intends to make the resulting award valid up to three (3) years. First initial purchase will be for nine (9) vehicles. Each additional year orders will be on an as-needed basis throughout the duration of the awarded contract period of three (3) years.

All respondents must read and understand this Request for Quote (RFQ) in its entirety. There may be special instructions either in the terms and conditions or as an integral part of the quote document that will impact the respondents ability to fill this RFQ.

The Scope of this RFQ includes Fleet Vehicles and available options, as described in Exhibit A, Fleet Vehicle Requirements. In addition to submitting pricing for the vehicle(s), all bidders are required to submit a separate price sheet with available options for each vehicle. Types of equipment changes which may be made include, but are not limited, to the following:

- Power Windows
- Power Locks
- XL Package
- Tow package
- Bluetooth
- Cargo Options
- Toolboxes

The awarded bidder(s) shall provide Murrieta Valley USD a copy of the current model year factory price sheet, if requested, within ten calendar days of request.

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INSTRUCTIONS TO BIDDERS

1. **Electronic or Physical Submission:** hereof is certification that the Bidder has read and understands the terms and conditions hereof, and that the Bidder's principal is fully bound and committed. Bidders must acknowledge the applicable terms and conditions of this document.
2. **MANUFACTURER REBATE \$_____** Cash discount shall be applied to grand total. Vendor shall complete all required DMV forms, legally registering the vehicle(s) within 7 days of delivery of vehicle(s) to the District. The vendor shall provide the District a copy of all DMV related paperwork for each vehicle registered. Exempt plates shall be delivered to the District within 1 day of receipt at the dealership. Certain law enforcement vehicles will require additional DMV paperwork to be properly registered. The District reserves the right to obtain all original DMV related forms to complete the registration within the Fleet.
3. **Pricing/Delivery/Terms/Tax:** All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than thirty (30) days should be considered net) excluding applicable tax, which is a separate line item. The District reserves the right to designate.
4. **Period of Firm Pricing:** Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.
5. **Addendum(s):** The District reserves the right to initiate addendum(s) to this RFQ. If an addendum is issued for this procurement, it will be the bidder's responsibility to retrieve all applicable addendum(s) from the Public Purchase website.
6. If Bidder experiences technical issues with emailing the bidding process, please contact David Ciabattini at dciabattini@murrieta.k12.ca.us. In the event of proven technical difficulties, Bidder must contact the Purchasing Director for further bid submission instructions a minimum of two (2) hours prior to bid close time of 10:00 a.m. PDT and alternative bid submissions will be accommodated.
7. **Specification/Changes:** Wherever the District requests a brand name, and if the District asks for an "or equal" it shall be considered as part of the specification. Therefore, when the District requests "Or Equal", Bidder may quote another make or model, and shall submit the proposed "Or Equal" and attach applicable specifications and/or brochures. If no make or model is stipulated, Bidder is to propose product/services that meet Fit, Form or Function of the specifications delineated in this procurement. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the District reserves the right to reject those alternatives as nonresponsive.
8. **Covid 19:** *Due to Covid 19 attendee/visitor will be required to follow current COVID 19 guidelines and wear a mask while on District property.*
9. **Post:** For all RFQ's Murrieta Valley USD will post a notification on its website, and will provide a direct link to the RFQ [Purchasing / Current Bids \(murrieta.k12.ca.us\)](http://Purchasing / Current Bids (murrieta.k12.ca.us))

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- 10. Method of Award:** Murrieta Valley USD reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award any manner determined by the Murrieta Valley USD to be most advantageous to the District. The Murrieta Valley USD recognizes that prices are only one of several criteria to be used in judging an offer and the MVUSD is not legally bound to accept the lowest offer.
- 11. Return of Bid/Closing Date/Return to:** - The bid response shall be submitted electronically to David Ciabattini at dciabattini@murrieta.k12.ca.us and cc: Joanyyn Pearce-Miller jpearce-miller@murrieta.k12.ca.us or submitted by mail to Murrieta Valley USD Attn: David Ciabattini, 41870 McAlby Court Murrieta CA 92562 on or before 10:00 a.m. PDT on June 4, 2021. RFQ's will be evaluated in a non- public opening. Bid responses not received by Murrieta Valley USD Purchasing Department by the closing date and time indicated above will not be accepted. The District will not be responsible for and will **not** accept late bids due to slow Internet connection, or incomplete transmissions.
- 12. Prompt Payment Discount:** %_____at_____days from receipt of good or invoice, whichever is later. (Terms less than 20 days will be considered net) Cash discount shall be applied to grand total. **Indicate prompt payment discount amount and terms.**

Estimated Delivery Date of each Vehicle Item number_____from receipt of purchase order, vendor must estimate each individual delivery date of vehicles listed in each Vehicle Item number. Vendor MUST communicate via email to David Ciabattini at dciabattini@murrieta.k12.ca.us when the vehicle is ordered and the estimated build and delivery date from the manufacturer within

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INFORMATION APPENDIX A

1.0 INFORMATION

1.1 Electronic or Physical submission hereof is certification that the Bidder has read and understands the terms and conditions hereof, and that the Bidder's principal is fully bound and committed to the terms of this RFQ.

1.2 Bidder shall complete DMV registration requirements as directed by Murrieta Valley USD. Registration requirements may require the bidder to provide no, partial or full DMV registration within specific time frames as directed by the Murrieta Valley USD. Instructions will be provided upon issuance of a contract or purchase order from Murrieta valley USD. All requested registration requirements must be followed.

1.3 Manufacturer Rebates/Cash Discounts: MANUFACTURER REBATE \$ _____
Cash discount shall be applied to grand total. Vendor shall complete all required DMV forms, legally registering the vehicle(s) within 7 days of delivery of vehicle(s) to the District. The vendor shall provide the District a copy of all DMV related paperwork for each vehicle registered. Exempt plates shall be delivered to the District within 1 day of receipt at the dealership. The District reserves the right to obtain all original DMV related forms to complete the registration within the Fleet Services Department. All other Non DMV documentation Fees shall be clearly listed within the bid or will be disregarded.

1.4 Prompt Payment Discount: Bidder shall indicate prompt payment discount amount and terms on the cost sheet. PROMPT PAYMENT DISCOUNT _____% at _____ days from receipt of good or invoice, whichever is later. (Terms less than Thirty (30) days will be considered net) Cash discount shall be applied to grand total. **Indicate prompt payment discount amount and terms.**

1.5 Volume Discount: Bidder shall indicate volume discount pricing quantities (e.g.: 5% discount on orders of two (2) or more of the same make/model vehicle). Volume discount pricing must be valid for a minimum period of two weeks on a quarterly basis in a calendar year. This ordering period shall be applicable for Murrieta Valley USD to place orders within. Volume discounts shall apply to orders submitted by Murrieta Valley USD during this designated ordering period.

1.6 Receipt of Contract or Purchase order: Bidder must estimate each individual delivery date by vehicle specification. Bidder MUST communicate via email to Director of Purchasing when the vehicles ordered and the estimated build and delivery date from the manufacturer within 3 days from receipt of the contract or purchase order.

1.7 Technical Issues: In the event of proven technical difficulties while emailing your bid the Bidder must contact the Director of Purchasing David Ciabattini at dciabattini@murrieta.k12.ca.us and cc: jpearce-miller@murrieta.k12.ca.us for further bid submission instructions a minimum of two (2) hours prior to bid close time of 10:00 AM PDT, and alternative bid submissions will be accommodated.

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3. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California. In the event that a dispute shall arise under the terms or conditions of this Agreement, the parties agree to mediate the dispute prior to taking any formal legal action. In the event that legal action is commenced to resolve a dispute arising out this Agreement, the prevailing party shall be entitled to its reasonable costs and attorney's fees.

4. PURPOSE/BACKGROUND

Murrieta Valley USD Purchasing Department is soliciting quotations from Ford motor vehicle dealerships qualified to provide delivery of current model year Fleet Vehicles, which shall include: trucks, vans and utility vehicles. The intent and purpose of this RFQ is to secure bids on comparable equipment, and to establish contract pricing for fleet vehicles with standard specifications, as well as available options for these vehicles.

Murrieta Valley USD will initially purchase 9 vehicles, then will purchase additional vehicles on an as-needed basis throughout the duration of the contract period of one (1) year with the option to renew for an additional two year term unless terminated earlier, with no obligation by Murrieta Valley USD to purchase any specified quantity of vehicles.

The Scope of this RFQ includes Fleet Vehicles and available options, as described in Schedule A , Fleet Vehicle Requirements. Prices shall be shown in both amounts and extensions whenever possible. All Quote prices shall include in a separate lines all taxes, delivery, permit fees, royalties, license fees, and destination charges, along with any other cost or fee arising from the purchase, as well as all costs of packaging, to the designated location with the City of Murrieta California.

In addition to submitting pricing for the vehicle(s), all bidders are required to submit a separate price sheet with available options for each vehicle. Types of equipment changes which may be made include, but are not limited, to the following:

- XL Package
- Bluetooth
- Lane changing monitoring system
- Towing Package
- Toolboxes
- 10ft Spartan Body Supreme
- Spitz Lift Crane
- Shelving Ladder Rack Package

The estimated quantities for each Ford vehicle model for original purchases prior to July 15, 2021 are as follows:

1. QTY 3 – Year: 2022 Make: Ford Model: E350 Cutaway Van with 7.3 gas engine

Options but not limited to following:

1. XL Package
2. Towing Package
3. 10ft Spartan body by Supreme
4. Spitz Lift Crane 900 lbs.

2. QTY 2 -Year: 2021 Make: Ford Model: T-250 Transit Med Roof with 3.5 non turbo engine

Options but not limited to following:

1. XL Package
2. Towing Package
3. Shelving Ladder Rack Package

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3. QTY 3 – Year: 2021 Make: Ford Model: F350 Super cab with 7.3 gas engine

Options but not limited to following:

1. XL Package
2. Towing Package
3. Toolbox

4. QTY 1 -Year 2021 Make: Ford Model: F250 Super cab with 7.3 gas engine

Options but not limited to following:

1. XL Package
2. Towing Package
3. Toolbox
4. Ladder Rack Package

The awarded bidder(s) shall provide Murrieta Valley USD a copy of the current model year factory price sheet, if requested, within ten calendar days of request.

5. TIMELINE	DATES:
1. RELEASE OF REQUEST FOR QUOTATION	May 18, 2021
2. DEADLINE FOR REQUEST FOR INFORMATION (RFI) Bidders must email their questions to David Ciabattini at dciabattini@murrieta.k12.ca.us and cc: Joany Pearlce-Miller at jpearce-miller@murrieta.k12.ca.us . <i>RFI response questions will be issued in writing by Addenda and posted on the District website no later than 3:00 pm. on May 28, 2021.</i>	Submitted by: Date: May 28, 2021 Time: 9:00 AM Pacific Time
3. DEADLINE FOR QUOTATION SUBMITTAL <i>Bid results will be posted on the District Webpage</i>	Submitted by: June 4, 2021 On or before 10:00 AM Pacific Time
4. TENTATIVE DATE FOR AWARDED CONTRACT <i>RFQ's will be evaluated in a non-public opening.</i>	5-30 days, contingent upon lowest bidder meeting all of the bid specifications.

6. METHOD OF AWARD

The District reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the District to be most advantageous to the District. The District recognizes that prices are only one of several criteria to be used in judging an offer and the District is not legally bound to accept the lowest offer.

Quotations will be evaluated based on relevant factors, including but not limited to the following:

- a. Lowest overall purchase price (per vehicle requested)
- b. Adherence to specifications as detailed in this RFQ
- c. Manufacturer rebate
- d. Warranties
- e. All associated delivery costs
- f. Delivery date
- g. Product acceptability
- h. Service/Customer Support

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7. EVALUATION PROCESS

All quotations will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Bidder to contact any other District representative may result in disqualification of the Bidder. The District recognizes that prices are only one of several criteria to be used in judging an offer, and the District is not legally bound to accept the lowest offer.

8. INTERPRETATION OF RFQ

The Bidder must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Bidder planning to submit a quote finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the District. Any changes to the RFQ will be made only by written addendum and may be posted on the Murrieta Valley USD Purchasing website: [Purchasing / Current Bids \(murrieta.k12.ca.us\)](http://Purchasing / Current Bids (murrieta.k12.ca.us)).

The District is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the Murrieta Valley USD Purchasing website: [Purchasing / Current Bids \(murrieta.k12.ca.us\)](http://Purchasing / Current Bids (murrieta.k12.ca.us)).

9. CANCELLATION OF PROCUREMENT PROCESS

The District may cancel the procurement process at any time. All quotations become the property of the District. All information submitted in the quotation becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the quote, it must be clearly identified by the Bidder; otherwise, the Bidder agrees that all documents provided may be released to the public after bid award. The District reserves the right to withdraw the Request for Quote (RFQ), to reject a specific quote for noncompliance within the RFQ provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the District.

10. PROTEST

Any RFQ protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) business day following bid opening.

DELIVERY OF PROTEST: Email to David Ciabattini at dciabattini@murrieta.k12.ca.us.

NOTICE OF PROTEST The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protester must specify facts and evidence sufficient for Murrieta Valley USD to determine the validity of the protest.

11. WITHDRAWAL OF RFQ

RFQ quotes may be withdrawn upon written request received by the Murrieta Valley USD before the time fixed for closing. Withdrawal of a bid shall not prejudice the right of the bidder to submit a new bid, provided it is received in a timely manner as provided above.

No Quotes may be withdrawn for a period of ninety (90) days after the time set herein for the opening of bids.

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12. COMPENSATION

The District shall pay the awarded bidder(s) for vehicles purchased, after the vehicles are delivered to the satisfaction of the District. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to District by awarded bidder(s). The District shall pay the acceptable invoice within thirty-(30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

The price quoted shall be the price per vehicle for the applicable line item as delivered to the District. Prices quoted do not include Delivery, Federal Excise Tax, California Tire Fee, or Documentation Fee. A separate line item will account for each of these items in the quote.

The District shall receive full benefit of all manufacturers' price declines, effective on the date of manufacturer's general public announcement.

Bidders may offer volume discount(s) per line item. A volume discount shall apply to all orders of two (2) or more of the same vehicle on the same order.

Bidders may offer a prompt payment discount per vehicle for payment within the proposed number of days on section 1.3. Prompt payment discount period shall begin only after the vehicle has been delivered, inspected, and accepted by the District, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Any prompt payment discounts proposed will be deducted from the vehicle contract price for evaluation purposes only and will not change the actual vehicle contract price.

During special pricing promotions, the awarded bidder(s) shall offer ordering agencies the promotional pricing. The awarded bidder(s) shall notify the District of all promotional pricing changes. Promotional items shall come with all benefits of the RFQ and resulting contract terms and conditions.

All prices shall be firm fixed for the contract term of one year, unless a price adjustment is granted by the District. A price increase may be requested with each new model year, and must be submitted to the District in writing. All price adjustment requests shall include supporting documentation of adjustments at the manufacturing level. Price adjustments shall not exceed 3%, except in the event of a major vehicle change. Price adjustments will be reviewed at time of requested quote.

Each line item discount percentage shall not decrease during the contract term. Price adjustments shall not produce a higher profit margin for the awarded bidder than that established in the original contract pricing.

The District shall reserve the right to: review; accept; negotiate; deny; or cancel the contract's without prejudice, effective upon written notice from the District.

13. BACK ORDERS

The District will not accept any substitutions or back orders, unless expressed and approved by the District.

14. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the contract(s) resulting from this RFQ. All warranties shall be factory authorized. Bumper-to-bumper warranty shall cover, at minimum, 3 years/36,000 miles, no charge for parts and labor. Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover, at minimum, 5 years/100,000 miles, no charge for parts and labor. Power train warranty for vehicles over 8500 lbs. GVWR shall cover, at minimum, 5 years/60,000 miles, no charge for parts and labor. *Terms and conditions of warranties for all vehicles must be attached to the RFQ Quote*

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The warranty shall be honored by all franchised dealers of the vehicle within the State of California.

Awarded Bidder(s) shall handle all repairs/services of equipment(s) under warranty, manufacturer warranty or Awarded Bidder's Company warranty. Awarded Bidder shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand new equipment of the same model or equivalent shall be provided by Awarded Bidder. Remanufactured equipment is not accepted.

15. DELIVERY

Delivery appointments **MUST** be made with the District Purchasing Director, 24 hours prior to scheduled delivery date. The contact person will be provided upon award of bid. The District will not be responsible for cost incurred due to shipments attempted during non-receiving hours or unscheduled deliveries. All delivery of products must be F.O.B. Destination.

Delivery Address:

Murrieta Valley USD
41870 McAlby court, Murrieta, CA 92562
Attn: David Ciabattini
Ph: 951- 696-1600 ext. 1078

Delivery Times:

Monday - Thursday between 8:00 AM to 3:00 PM Pacific Time

16. CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the District's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The District shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Bidder agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

17. BIDDING GENERAL REQUIREMENTS

- A. The bid response shall be emailed to David Ciabattini at dciabattini@murrieta.k12.ca.us and cc: jpearce-miller@murrieta.k12.ca.us or submitted by mail to Murrieta Valley USD Attn: David Ciabattini, 41870 McAlby Court Murrieta CA 92562 on or before 10:00 a.m. PDT on June 4, 2021. RFQ's will be evaluated in a non-public opening.** Bid responses not received by District Purchasing Department by the closing date and time indicated above will not be accepted. The District will not be responsible for and will **not** accept late bids due to slow internet connection, or incomplete transmissions.

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- B.** All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ).
- C.** The District reserves the right to waive, at its discretion, any irregularity, which the District deems reasonably correctable or otherwise not warranting rejection of the quotation.
- D.** The District shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.
- E.** Quotes must be specific unto themselves. For example, "See *Enclosed Manual*" will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.
- F. Late quotations will not be accepted.** Postmarks will not be accepted after the RFQ opening date. And time. Quotations submitted electronically will not be accepted due to slow internet connection, or incomplete transmissions. Quotations submitted electronically to any other District personnel office will be rejected unless arraignments have been made due to technical difficulty.

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SCHEDULE A

FLEET VEHICLE REQUIREMENTS

1. STANDARD SPECIFICATIONS

- 1.1.** Cumulative miles/hours shall not exceed 500 miles and/or 8-hours at time of delivery.
- 1.2.** All vehicles shall meet all California emission standards and have all legal safety devices.
- 1.3.** Each vehicle shall be a new and currently advertised model of the manufacturer's latest design, equipped with all standard components identified in the manufacturer's description and specification publications, whether or not specifically requested, and except where optional components are specified.
- 1.4.** Where applicable, all vehicles shall be equipped with all legal devices required for highway operation and shall meet all D.O.T., State of California, CAL OSHA, and Federal standards and requirements.
- 1.5.** All factory options shall be available and priced at dealer cost plus up to 10% for an addition, or dealer cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list.
- 1.6.** All parts not specifically mentioned which are necessary to provide a complete vehicle shall be included in the bid and shall conform in strength, quality of workmanship to what is usually provided to the trade in general.
- 1.7.** The specifications herein shall not be construed in any way to sanction the degrading or elimination of accepted standards of engineering and craftsmanship in configuration and construction.
- 1.8.** Vehicles with added or deleted options shall continue to meet the appropriate minimum specifications.
- 1.9.** Unless otherwise requested as a separate quote, all vehicles' exterior color shall be Oxford white, with a dark colored, cloth upholstery interior.
- 1.10.** All vehicles shall have 2 extra OEM spare keys.
- 1.11.** All vehicles shall include power door locks and power windows.
- 1.12.** All vehicles shall have a back-up camera included as a standard option.

2. PRE-DELIVERY INSPECTION/TESTING PROCEDURES

- 2.1.** Prior to delivery, awarded bidder(s) shall provide all vehicle inspections and testing as may be necessary to determine conformance with the requirements of this specification. All vehicle components shall be fully serviced prior to delivery.
- 2.2.** Servicing shall include, but not limited, to:
 - 2.2.1.** Checking and tightening all bolts, nuts, and screws.
 - 2.2.2.** Touching up the paint surface.
 - 2.2.3.** Tuning and adjusting the components to the highest efficiency obtainable.
 - 2.2.4.** Thoroughly lubricating with suitable oil and packing all bearing and bushing with require grease.

3. PRODUCT AVAILABILITY

- 3.1.** The products proposed to meet the requirements of this RFQ shall be available throughout the duration of the resulting contract(s) term unless a vehicle model is discontinued.
- 3.2.** In the event a vehicle model is discontinued during the contract term, the awarded bidder may offer a replacement vehicle of equal or greater value that will meet or exceed all specifications, terms and conditions. Murrieta Valley USD, at its sole discretion, may accept the replacement vehicle offer by the awarded bidder.

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- 3.3. In the event that a contract vehicle is discontinued, the awarded bidder(s) shall notify Murrieta Valley USD in writing and propose a comparable substitute at least 30 calendar days prior to vehicle discontinuation. The District will review the substitute vehicle and determine acceptability. If approved, the District will provide written approval to the awarded bidder(s).
- 3.4. The awarded bidder(s) shall not substitute vehicles without written approval from Murrieta Valley USD.
- 3.5. In the event a current model year vehicle does not immediately roll over to the next model year after an order cut-off date, the awarded bidder(s) shall notify the District as soon as that information becomes available. The awarded bidder(s) shall provide an estimate of when orders for the next model year vehicle will be accepted.

4. **VEHICLE REGISTRATION**

- 4.1. California DMV registration shall be completed by winning bidder. Murrieta Valley USD vehicles are registered to Murrieta Valley USD at: 41870 McAlby Court, Murrieta, CA 92562.

5. **AVAILABLE OPTIONS PRICE SHEET**

- 5.1. In addition to submitting the pricing per vehicle, all bidders are required to submit a price sheet for all available options for each vehicle model that they bid on.
- 5.2. Price sheet for available vehicle options shall include, at minimum, the following information:
 - 5.2.1. Description of available options, including the manufacturer's build codes for all available options
 - 5.2.2. MSRP for each available option
 - 5.2.3. Contract (bid response) price for 06042021
 - 5.2.4. Volume discount price (for orders of at least two (2) vehicles)
 - 5.2.5. XL Package
 - 5.2.6. Preferred Equipment Package
 - 5.2.7. Extended Upgrade
 - 5.2.8. Shelving Ladder Rack Package
 - 5.2.9. Toolbox
 - 5.2.10. Tow package
 - 5.2.11. Lane Change monitoring system
 - 5.2.12. 7.3L Engine
 - 5.2.13. 3.5 Eco boost
 - 5.2.14. Two Spare OEM Keys with Fobs

6. **MINIMUM SPECIFICATION REQUIREMENTS FOR VEHICLE TYPE: VAN, FULL SIZE**

- 6.1. 138 inch wheelbase
- 6.2. 7.3L Eco Engine
- 6.3. Electric 6 Speed Automatic
- 6.4. Power Brakes
- 6.5. Air Bags (Driver, Passenger)
- 6.6. RR Camera

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- 6.7. Back-up Alarm
- 6.8. Power Windows and Locks
- 6.9. Daytime driving lights
- 6.10. Keyless/Alarm
- 6.11. Two Spare OEM Keys with FOBS
- 6.12. All available factory standard options including, but not limited to: cooling; battery; alternator; mirrors; suspension; radio; gauges; fuel tank; air condition; wheels and tires; differential; and rear bumper.

7. MINIMUM SPECIFICATION REQUIREMENTS FOR VEHICLE TYPE: FORD SPARTAN CUTAWAY - SUPREME DELIVERY

- 7.1. 138 inch wheelbase
- 7.2. 7.3L Eco Engine
- 7.3. Electric 6 Speed Automatic
- 7.4. Power Brakes
- 7.5. Power Windows and Locks
- 7.6. Air Bags (Driver, Passenger)
- 7.7. RR Camera
- 7.8. Back-up Alarm
- 7.9. Daytime Driving Lights
- 7.10. Keyless/Alarm
- 7.11. Two Spare OEM Keys with FOBS
- 7.12. All available factory standard options including, but not limited to: cooling; battery; alternator; mirrors; suspension; radio; gauges; fuel tank; air condition; wheels and tires; differential; and rear bumper.

8. MINIMUM SPECIFICATION REQUIREMENTS FOR VEHICLE TYPE: FORD TRUCK, 1/2 TON, 4X2 AND 4X4

- 8.1. 133 inch wheelbase
- 8.2. V6 and V8 engine options
- 8.3. Available automatic/overdrive transmission
- 8.4. Available 4x2 and 4x4 features/options
- 8.5. Power Brakes
- 8.6. Power Windows and Locks
- 8.7. Air Bags (Driver, Passenger)
- 8.8. RR Camera
- 8.9. Back-up Alarm
- 8.10. Daytime Driving Lights
- 8.11. Keyless/Alarms
- 8.12. Two spare OEM keys with FOBS

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8.13 All available factory standard options including, but not limited to: cooling; battery; alternator; mirrors; suspension; radio; gauges; fuel tank; air condition; wheels and tires; differential; and rear bumper.

9. MINIMUM SPECIFICATION REQUIREMENTS FOR VEHICLE TYPE: FORD TRUCK, 3/4 TON 4X2 AND 4X4

- 9.1.** 144 inch wheelbase
- 9.2.** V6 and V8 engine options
- 9.3.** Available automatic/overdrive transmission
- 9.4.** Available 4x2 and 4x4 features/options
- 9.5.** Power Brakes
- 9.6.** Power Windows and Locks
- 9.7.** Air Bags (Driver, Passenger)
- 9.8.** RR Camera
- 9.9.** Back-up Alarm
- 9.10.** Daytime Driving Lights
- 9.11.** Keyless Alarm
- 9.12.** Two spare OEM keys with FOBS
- 9.13.** All available factory standard options including, but not limited to: cooling; battery; alternator; mirrors; suspension; radio; gauges; fuel tank; air condition; wheels and tires; differential; and rear bumper.

10. MINIMUM SPECIFICATION REQUIREMENTS FOR VEHICLE TYPE: FORD HEAVY BOX TRUCK, (OVER 21K), REG.CAB, STRAIGHT FRAME, 20-24'

- 10.1.** 260 inch wheelbase
- 10.2.** 6.8 liter, V10 gas engine
- 10.3.** Automatic transmission
- 10.4.** Power-assisted steering
- 10.5.** Heavy-duty brake, and suspension system
- 10.6.** Heavy-duty cooling, battery, alternator
- 10.7.** Factory standard mirrors, GVWR, axle, radio, gauges, air conditioning, wheels and tires, rear bumper, cab to axle, differential
- 10.8.** Special items: 20-24 foot truck body 4000 lbs., tuck away lift gate with blocks and side steps, composite rear roll-up door
- 10.9.** RR Camera
- 10.10.** Back-up alarm
- 10.11.** Daytime running lights
- 10.12.** Keyless Alarm
- 10.13.** Two spare OEM keys with FOBS
- 10.14.** All available factory standard options including, but not limited to: cooling; battery; alternator; mirrors; suspension; radio; gauges; fuel tank; air condition; wheels and tires; differential; and rear bumper.

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11. MINIMUM SPECIFICATION REQUIREMENTS FOR VEHICLE TYPE: FORD SUV EDGE, ESCAPE

- 11.1.** 260 inch wheelbase
- 11.2.** 6.8 liter, V10 gas engine
- 11.3.** Automatic transmission
- 11.4.** Power-assisted steering
- 11.5.** Heavy-duty brake, and suspension system
- 11.6.** Heavy-duty cooling, battery, and alternator
- 11.7.** Factory standard mirrors, GVWR, axle, radio, gauges, air conditioning, wheels and tires, rear bumper, cab to axle, differential
- 11.8.** Special items: 20-24 foot truck body 4000 lbs., tuck away lift gate with blocks and side steps, and composite rear roll-up door
- 11.9.** RR Camera
- 11.10.** Back-up alarm
- 11.11.** Daytime running lights
- 11.12.** Keyless Alarm
- 11.13.** Two spare OEM keys with FOBS
- 11.14.** All available factory standard options including, but not limited to: cooling; battery; alternator; mirrors; suspension; radio; gauges; fuel tank; air condition; wheels and tires; differential; and rear bumper

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Veteran Business and Veteran Qualified Business Affidavit

The Murrieta Valley USD Veteran Business and Veteran Qualified Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFQ

Definition of Veteran Business and Veteran Qualified Business

A Veteran Business shall mean a business that is at least fifty-one percent (51%) owned by one or more veterans.

A Veteran Qualified Business shall mean a business which can provide proof of their workforce containing no less than ten percent (10%) veterans.

Veterans as used in this policy means a person who has served or is currently serving in the U. S. armed services, reserves or active, and is serving honorably or has been honorably discharged.

Additional supporting documentation that may be requested by the Murrieta Valley USD to verify qualification includes:

Please check the category you are applying for:

Veteran Business:

Company must be registered with the U.S. Department of Veterans Affairs Office of Small & Disadvantaged Business Utilization at <https://www.va.gov/osdbu/verification/>: This site provides verification information about Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) and Veteran-Owned Small Businesses (VOSBs). Companies who want to participate in the Murrieta Valley' USD Veterans Program must be listed in this database in order to be eligible for veteran preferences.

Company must submit DUNS # for website verification.

Veteran Qualified Business:

Company must submit payroll records that demonstrate that 10% of your workforce is comprised of veterans. DD214 Forms must be submitted for all employees claiming veteran status.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Total Number of Company Employees (where applicable): _____ Total Number of Veteran Employees: _____

DUNS # (where applicable): _____ Hours of Operation: _____

Signature of Company Official

Date

Submittal of false data will result in disqualification of Veteran Preference and/or doing business with Murrieta Valley USD.

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GENERAL TERMS AND CONDITIONS

1. **AGREEMENT** - Unless stated elsewhere in this document each bid will be submitted and received with the understanding that the acceptance by the Murrieta Valley USD of the bid to furnish and deliver specified materials/services described herein shall constitute a contract between the successful bidder and Murrieta Valley USD which shall bind the successful bidder on his or her part to furnish and deliver at the prices (RFQ/bid) and in accordance with provisions of this specification.
2. **DELIVERY DELAYS** - In case the delivery of the specified materials/services under this RFQ are delayed due to strikes, in junctions, government controls, or by reason of any cause or circumstances beyond the control of the bidder, the terms of delivery shall be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the responsible buyer for Murrieta Valley USD.
3. **COMPLIANCE WITH RULES AND LAWS:** The parties shall comply with all laws, ordinances and regulations of governmental bodies applicable to this proposal as well as applicable local policies and procedures. All provided services will be in accordance with local, state and federal universal/universal/hazardous waste laws and regulations.
4. **CONTRACT DEFAULT:** Your quote is subject to all terms and conditions as herein established in this quote request. Failure to provide the services as indicated in this quote in accordance with the quotation terms and conditions and quote schedule, will constitute contract default, and, after due written notification, allows the Purchasing Department to declare the contract void and to award to another firm. When the awarded bidder fails to furnish goods or services in accordance with the terms and conditions of this contract and the district must purchase at a price greater than the contract price, the difference may be charged to the awarded bidder. The district may exercise this charge as a credit against invoices due the contractor.
5. **DISABLED VETERANS, MINORITY OWNED AND WOMAN OWNED BUSINESS ENTERPRISES:** Murrieta Valley USD encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Quote.
6. **ERRORS IN QUOTATION:** Respondents are responsible for all errors or omissions in their submittal, and any such errors or omissions will not serve to diminish their obligations to the district.
7. **GOVERNING LAW:** The terms of this Agreement shall be governed by the laws of the State of California. In the event that a dispute shall arise under the terms or conditions of this Agreement, the parties agree to mediate the dispute prior to taking
8. **INDEMNIFICATION AND HOLD HARMLESS:** All parties to this RFQ Quote /Agreement are responsible for its own acts and omissions of its officers, employees, and agents. Each Party agrees to defend, indemnify, and hold the other Party harmless from and against any claim, demand, suit, or cause of action, (hereafter "claim"), that may be asserted against the indemnities, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the parties based on actual or alleged concurrent or shared fault of the parties, a party shall not be required to indemnify the other party for that party's own proportionate share of fault. Attorney fees and litigation expenses incurred by a Party in successfully enforcing the indemnification

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provisions of this paragraph shall be paid by the Party against whom the provision was enforced.

8.1 The parties agree that these indemnification obligations shall apply to claims made by their own employees against an indemnitee, and the parties each therefore knowingly and expressly waive any immunity that they otherwise might have been entitled to invoke under Title 51.

9. **INTENT:** - It is the intent of these specifications to fully describe the materials and/or services required for this procurement.
10. **INTERPRETATION:** If the bidder discovers any errors, discrepancies, or omissions in the quote specifications, or has any questions as to the meaning or sufficiency of the quote specifications, the bidder must notify the purchasing buyer listed on page one of this solicitation document. Any addenda issued will be incorporated into the contract or purchase order.
11. **MANDATORY DISPUTE RESOLUTION PROCEDURE:** In the event that a dispute shall arise regarding the terms, conditions, or breach of this Proposal, the parties shall, as a condition precedent to taking any action, shall mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.
12. **PARTIAL SHIPMENTS** - Partial shipments will not be accepted by Murrieta Valley USD unless prior approval has been given by Murrieta valley USD prior to such shipments. Each category referenced herein shall be shipped complete.
13. **PROTEST:** Any RFQ protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) business day following bid opening.
- 13.1 DELIVERY OF PROTEST:** Email to David Ciabattini at dciabattini@murrieta.k12.ca.us.
- 13.2 NOTICE OF PROTEST** The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protester must specify facts and evidence sufficient for Murrieta Valley USD to determine the validity of the protest.
14. **QUANTITY** - The Murrieta Valley USD reserves the right to purchase more or less than quantities specified.
15. **QUALIFICATIONS** - No bidder shall be acceptable who are not a reputable and an established firm. All services provided pursuant to this specification shall be first class, meet all accepted trade practices and meet the satisfaction of Murrieta Valley USD. No bidder shall be acceptable who is not a reputable manufacturer or manufacturer's franchised dealer of such materials submitted on this bid.

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16. **REJECTION OF ANY OR ALL QUOTES:** The Murrieta Valley USD Purchasing Department reserves the right to accept or reject any or all quotes and to waive informalities or irregularities in any quotation. No "postage due" quotations of any kind will be accepted.
17. **SAFETY** - All services and materials which the bidder proposed to furnish to Murrieta valley USD must comply in all respects with the appropriate equipment and safety regulations of all regulatory commissions of the Federal Government, State of California and local government, whether such safety features and/or items of equipment have been specifically outlined in these specifications or not
18. **SEVERABILITY:** If any provision of this RFQ document is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Quotation requirements shall remain enforceable.
19. **SPECIFICATIONS** - Bidders are expected to meet or exceed the specifications in their entirety. Each bid shall be in accordance with this specification. If materials and/or services as bid do not comply with specifications as written, bidder shall attach to Request For Quote a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that bidder proposed to meet all details of these specifications. Successful bidder delivering materials and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials and/or services delivered do not meet requirements of this specification, the successful bidder shall be required to correct same at his own expense
- 19.1** Each bidder shall submit with his or her bid a copy of the proposed product specifications, and descriptive matter in sufficient detail to clearly describe the materials and/or service offered.
21. **WITHDRAWAL OF BIDS:.**
- 21.1** RFQ quotes may be withdrawn upon written request received by the Murrieta Valley USD before the time fixed for closing. Withdrawal of a bid shall not prejudice the right of the bidder to submit a new bid, provided it is received in a timely manner as provided above.
- 21.2** No Quotes may be withdrawn for a period of ninety (90) days after the time set herein for the opening of bids.

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Acknowledgement Page

This Acknowledgement Page must be signed by an authorized representative and submitted with the bidder's proposal as a separate attachment. Signature by an authorized representative of the company on the Acknowledgement Page shall constitute a warranty, the falsity of which shall entitle the Murrieta Valley USD to pursue any remedy authorized by law, which shall include the right of declaring any award/contract made as a result thereof, to be void.

<i>"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."</i>		
Company Name:		
Mailing Address:		
City:	State:	Zip:
Remit to Address:		
City:	State:	Zip:
Phone # ()	FAX # ()	
Name:	Title:	
Signature:	Date:	
Email:		

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COMPANY NAME: _____

RFQ Quotations are subject to all requirements furnished with this quote document. By signing quotation form, vendor affirms having read the terms and conditions, Scope of Specifications and agrees thereto and warrants that quotes supplied herein conform to specifications herein, Scope of Service and terms by the district.

Receipt of Addenda numbered _____ is hereby
acknowledged. (Fill in number of each addenda received)

Authority to Sign and Obligate. The undersigned represent and warrant that they are authorized to enter into this Proposal on behalf of the party.

Company Name:	_____	Tax ID:	_____
	(Please Print)		
Address:	_____		

Phone Number:	_____		

Fax Number:	_____	Date:	_____

By:	_____		
	(Please Type or Print)		
Title:	_____		

Signature:	_____		

Email address	_____		

Contractor Representative

The contractor's/company's representative to be contacted for all contract administration matters is as follows (**contractor completes the information**):

Name: _____

Address: _____

Telephone: _____

E-mail: _____

Fax: _____

The contractor's/company's representative shall act as the central point of contact with the Murrieta Valley USD, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.