County of San Luis Obispo
General Services Agency
Janette D. Pell, General Services Agency Director
Helen McCann, Department Administrator

INVITATION TO BID #3470-09
USED COMPACT AND INTERMEDIATE SIZE CARS

August 3, 2009

The County of San Luis Obispo is currently soliciting bids for and Used Compact and Intermediate Size Cars as noted.

Each bid shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the bid. Failure to set forth any item in the specifications shall be grounds for rejection. The County of San Luis Obispo reserves the right to reject all bids and to waive any informalities.

Please submit your bids on the attached form. They must be received at the office of the General Services Agency **no later than 3:00 p.m., August 18, 2009**.

Any and all comments and suggestions are sincerely encouraged prior to the bid opening.

Barbara Adams
Buyer – GSA Purchasing
beadams@co.slo.ca.us

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TO: ALL PROSPECTIVE BIDDERS
SUBJECT: LOCAL BIDDERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal bids for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law requires be awarded to the lowest responsible bidder.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate bids considering the local vendor preference described above. The burden of proof will lie with bidders relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective bidders are encouraged to quote the lowest prices at which you can furnish the items or services listed in County bids.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name:_____

Authorized Individual:_____ Title: _____

Signature:_____ Dated:_____

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: POLICY ON PURCHASING PRODUCTS MADE WITH OR CONTAINING CHLOROFLUOROCARBONS (CFC's)

Summary

Many products contain chlorofluorocarbons (CFC's), a known depleter of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances That Deplete the Ozone Layer, CFC production for use in industrialized nations is to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC's or are made with CFC's. The Department of General Services, purchasing staff must identify products made with or containing CFC's and purchase alternative products whenever practical and possible.

Policy

To this end, it shall be the policy of the County of San Luis Obispo that all bidders, who wish to do business with the County are required to identify all products that contain CFC's or use CFC's in the manufacturing or shipping processes. Bidders are required to identify alternative products that do not use CFC's, for possible purchase by the County.

Bidder Response

	YES	NO
Do any products offered herein contain CFC's or use CFC's in the manufacturing or shipping process?		
If yes, please offer an alternative product by copying bid forms and submitting an alternate bid. Will you offer an alternate?		
Please provide any other information that may be helpful to the County. Attachments are acceptable.		

Bidder: _____

GENERAL CONDITIONS AND INSTRUCTIONS

1. All bids submitted by Seller to Purchaser should be submitted upon the attached bidder's form, completed and signed, (only typewritten or ink shall be accepted with no erasures or corrections unless properly authenticated by signature) in accordance with the instructions contained herein.

2. The issuance of this bid request creates no obligation on the part of the County and the County reserves the unconditional right at its option to either reject all bids or waive any irregularities or informalities therein. Each bid shall be in a separate sealed envelope with the bid number, name of bidder, title of the bid, date and time due showing on the outside of the envelope.

3. All prices must be firm for 45 days from the date of the bid opening and be inclusive. Upon award, prices will be in effect for the term of the contract.

4. If you offer any prompt payment discounts, please indicate this on your bid.

5. Awards will be made to realize the greatest savings to the County and may not necessarily be the lowest bid especially where services are of the utmost importance.

6. Submission of a signed bid will be interpreted to mean that the bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.

7. All materials included in the contract shall be in compliance with all Federal and State OSHA laws.

8. All applicable City, State, and Federal taxes and fees are to be included in the proposal.

9. The only terms that will be honored are those terms included in general and special conditions and instructions, purchase order or other documents issued by the County.

10. In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.

11. Only one bid will be accepted per vendor.

12. Bidders may withdraw their bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw their bid after the time set for the opening.

13. All time limits stated are of the essence and must be complied with. Any bids received after closing time stipulated will be returned unopened.

14. All bids must be submitted in a manner so they can be readily hole punched and placed in a standard legal size file folder.

15. The County may make partial payments after a substantial portion of the merchandise has been delivered. On all items, a 10% retention will be withheld until all merchandise has been accepted.

16. Brand names are used to establish a level of quality only. Any alternates must be approved five (5) days prior to the bid opening date, by the General Services Agency Manager, who will have the sole right to determine this. If an alternate is submitted without going through the above- described process, the County will have the sole right to decide whether or not an alternate is acceptable.

17. Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and that it will comply with the "Contractor's Agreements" provisions of Presidential Executive Order No. 11246.

18. **NO FAXED** Bids will be accepted.

19. Return bid by August 18, 2009 at 3:00 p.m. to:

COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES
BARBARA ADAMS, BUYER
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CALIFORNIA 93408

SPECIAL TERMS, CONDITIONS AND INSTRUCTIONS

It is the intent of these specifications to describe Used Cars equivalent in style, quality and appointments to those offered of standard manufacture. The vehicles shall be supplied with all new equipment and accessories indicated as standard equipment in the manufacturer's published literature. All equipment/options are to be factory installed. If some equipment/options are not available from the factory, dealer installation may be acceptable if specified as dealer installed in the bid response and accepted by the County.

1. Deviations: The specifications describe minimum or average requirements. Minor deviations from specifications may be acceptable provided that the operating capacities or characteristics of the vehicles are not adversely affected. Such deviations are to be submitted in writing with the bid submission and the County reserves the right to make the final determination as to whether or not any deviations are acceptable.

2. Regulations: All equipment and accessories shall meet OSHA, Department of Industrial Safety and California Highway Patrol regulations. The following regulations are a partial listing of regulations which may be in effect at the closing of the bid are incorporated to the extent applicable. Seller is responsible for ensuring that the vehicles offered meet all applicable laws including but not limited to:

   Department of Transportation, Federal Highway Administration, 49 CFR - Motor Carrier Safety Regulations

   Federal Motor Vehicle Safety Regulations and Standards

   U.S. Environmental Protection Agency - Federal Energy Administration, 1984 Gas Mileage Guide, California

   California Vehicle Code

   California Administrative Code

3. Shipping Terms: All prices quoted are to be FOB Destination, no additional Freight charges. Bids quoting otherwise may be rejected.

4. Weight Certificates: If required by DMV to register the vehicle, **weight certificates must be submitted by the vendor upon final delivery of the vehicle.**

5. Fuel: **Each vehicle shall have no less than l/4 tank of manufacturer's recommended fuel when delivered.**

6. Licensing and Registration: The County will license and register any vehicles supplied under this bid. Seller shall provide ownership documents, free and clear.

   Seller shall also supply Certificate of Title signed by Seller, Dealer's Report of Sale new or used vehicle, Odometer Disclosure Statement, and Weight Certificate (when required). Making sure Dealer and Salesperson numbers are documented as required on forms needed to complete the licensing and registration process. The licensing and registration process will be completed **BY THE COUNTY**.

   It is required that the documents required for licensing (Dealer, Bill of Sale, Weight Certificate, etc.) be included with the vehicle at the time of delivery.

All other documents are to be sent directly to the address below within two weeks of receipt of payment for the vehicles:

COUNTY OF SAN LUIS OBISPO
GENERAL SERVICES AGENCY
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CA 93408
ATTENTION: SARAH WHIPPLE

7. Warranty: Standard manufacturer's warranties are to be provided and listed for each vehicle. The County's established preventive maintenance procedures and practices shall be accepted in lieu of the manufacturer/dealer's prescribed procedures. This provision shall also apply to any extended warranties.

   Special body and equipment warranties shall be a minimum of one year from date of acceptance and include all parts and labor.

   All of the above mentioned warranty literature shall be included with the vehicle at the time of delivery.

   Warranty offers are important and may be considered in the evaluation of the bids.

8. Manufacturers Literature: One copy of the vehicle owners/operators manual, any other instructions for operation and any other supporting literature is required for each vehicle.

   One copy of equipment operating instructions, a complete and current parts list and all other supporting literature is required for all equipment added to a vehicle.

   All of the above mentioned manufacturer's literature shall be included with the vehicle at the time of delivery.

9. Award: The County reserves the right to award to one vendor for all vehicles, or to split the award to more than one vendor in order to achieve the best mix of vehicles to meet County requirements for the equipment in place and use. There is no guarantee as to the quantity of vehicles the County will purchase.

10. Delivery: All units are to be delivered F.O.B. Destination to the County Garage, County Garage, County Operational Center, 1355-A Kansas Avenue, San Luis Obispo, CA 93401. Final acceptance of vehicles for conformance with the specifications will be made only by the Fleet Manager. Final acceptance will be made within 20 days of receipt of the vehicles.

11. Additional Vehicles: The County may utilize bid results to purchase vehicles and negotiate pricing for additional multiple years with the approval of the County and the vendor.

12. Delivery: All used vehicles **MUST** be delivered within **thirty (30) days** of award of Purchase Order.

SPECIAL CONDITIONS – USED COMPACT AND INTERMEDIATE CARS

1. All used vehicles shall have been owned and maintained by a single owner for daily rental or executive use.

2. Mileage for each used vehicle supplied shall not be more than 20,000 miles and all vehicles shall be 2006 or later year models.

3. Special or optional tires, wheel sizes or designs are **NOT** acceptable. Standard tires to be four (4) belted radials with minimum 50% tread depth. Jack, original equipment spare tire, and tire tools shall be included.

4. Vinyl top, luggage and/or car top racks are **NOT** acceptable.

5. Manufacturer's standard upholstery and interior color in good condition (free from rips and tears) is acceptable.

6. Normal body wear and tear is acceptable. Any vehicle with body and/or interior damage in excess of $100.00 is unacceptable. All cars are to be inspected, parts missing are to be replaced and cars are to be detailed before delivery.

7. A copy of service/maintenance history and a listing of any and all factory recalls issued to date. Any and all recall modifications for each vehicle as necessary. Provide documented evidence that any and all factory recall modifications have been properly completed.

8. The County of San Luis Obispo reserves the right to inspect service records and vehicles prior to purchase.

9. Replacement vehicles must be available for those rejected due to mechanical defect or non-conformance to specifications.

10. Three sets of keys shall be furnished with each vehicle. A warranty and Owner's instruction manual shall be furnished with each model group.

11. Seller shall supply ownership documents, free and clear.

12. Upon delivery, it shall be the Vendor's responsibility to provide any evidence necessary that the vehicles will meet all requirements of this specification.

13. Vendor will provide a minimum of 12 month/12,000 miles (whichever comes first) Power Train Warranty (front suspension, drive axle assembly, engine), electrical system, transmission, brakes, steering and factory installed air conditioning. If the manufacturer offers a longer factory warranty, this warranty is to be transferred to the County. If there is a cost involved, this cost must be specified in the bid.

14. Most manufacturers' standard exterior color is acceptable with the exception of bright red. Preferred color is white. Distinctive color combination may not be acceptable for those vehicles which will become Sheriff's undercover cars and are subject to approval by the County.

15. Domestic brands are desirous due to standardization, but imported cars may be considered. It is also required that all cars be currently registered in the State of California for ease in registration.

CAR DESCRIPTION

A total of approximately twenty-three (23) vehicles may be purchased. See attached specifications. The County will not accept sport models, nor special wheels, tires, seats or racks.

Selection

1. The final quantity of each make of vehicle will be determined after bid submittals. It will be dependent upon the mix of vehicles which best meet the County's various needs, which include but are not limited to special law enforcement requirements.

2. Should the County choose to inspect offered vehicles on site, then vendor shall provide a total number of vehicles in excess of the actual quantity needed to be inspected by County staff. The County staff person will select the actual number of cars needed from that group. The County may require an additional selection.

3. The County may utilize bid results to purchase vehicles and negotiate pricing for additional multiple years with the approval of the County and the vendor.

FINAL COST TO THE COUNTY

The County will award bids based on the unit cost bid only. Additional charges will not be accepted nor paid by the County. Smog check fees, destination charges, shipping charges, documentation fees, and dealer prep fees may not be charged by the dealer. The County will calculate sales tax.

FLEET INFORMATION

The County Ford Fleet I.D. #QB495 and General Motors Fleet I. D. #626129.

VEHICLE CLASSIFICATION

The County uses the U.S. Environmental Protection Agency Fuel Economy Guide to determine vehicle class size.

USED COMPACT AND INTERMEDIATE SIZE CARS

The undersigned agrees to:

Deliver FOB San Luis Obispo to the County Garage, 1355-A Kansas Avenue, San Luis Obispo, CA 93401, the vehicles itemized below and in accordance with the Specifications attached.

All equipment and accessories shall comply with the applicable State and Federal Codes, Regulations and Requirements.

Equipment shall be delivered serviced and ready to operate and in accordance with the vehicle checklist.

ITEM	QTY	DESCRIPTION	UNIT COST WITHOUT TAX
1	10	Compact Sedan –USED per Specification A Chevrolet Cobalt ..... Ford Focus ..... Pontiac G6 ..... Saturn SL ..... Honda Civic…….. Toyota Carolla…….. Or Equivalent Other _____ _____ _____	 _____ _____ _____ _____ _____ _____ _____
2	10	Midsize Sedan – USED per Specification B Buick Century..... Chevrolet Impala ..... Chevrolet Malibu ..... Chevrolet Monte Carlo ..... Dodge Stratus S.E. ..... Ford Taurus/Sable ..... Pontiac Grand Prix ..... Saturn Ion..... Or Equivalent Other _____ _____ _____	 _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____

TERMS OF SALE _____

DATE OF DELIVERY _____

Authorized Official Name (Print) _____

Authorized Official Title (Print) _____

Signature_____

Firm Name _____

Address_____

City _____ State _____Zip Code _____

Telephone_____ FAX_____

Federal Taxpayer ID# _____

BIDS MUST BE RECEIVED BY 3:00 P.M., AUGUST 18, 2009 AND
WILL BE OPENED IN THE OFFICE OF THE GENERAL SERVICES AGENCY
Bid #3470-09

SPECIFICATION A - COMPACT SEDAN, USED, under 20,000 miles

It is the intent of this Specification to describe a 4 door compact sedan.

DRIVE TRAIN:	**DEVIATIONS**
4 Cylinder, 1.6 liter minimum	_____
Automatic Transmission	_____
California Emissions Systems	_____

EQUIPMENT:

A/C	_____
AM/FM Radio	_____

COLORS:

White paint is preferred. A mix of light colors is acceptable.	_____

E.P.A. FUEL MILEAGE RATING (Vendor to fill in)

City _____
Hwy _____

WARRANTY: (Minimum Requirement)

12 month/12,000 miles minimum per Special Conditions-Section 13	_____

WARRANTY: (Exceeds Minimum)

State Warranty here:_____
_____
_____

BIDDER:_____

SPECIFICATION B - MIDSIZE SEDAN, USED under 20,000 miles

It is the intent of this Specification to describe a 4 door midsize sedan.

DRIVE TRAIN:	**DEVIATIONS**
V6 2.0 liter minimum	_____
Automatic Transmission	_____
California Emissions System	_____

EQUIPMENT

A/C	_____
AM/FM Radio	_____
Electric Door Locks, Windows	_____
Cruise Control	_____
Tilt Steering Wheel	_____

COLORS:

A mix of light colors are acceptable, white, silver, green, etc. _____

E.P.A. FUEL MILEAGE RATING (Vendor to fill-in)

City _____
Hwy _____

WARRANTY: (Minimum Requirement)

12 month/12,000 miles minimum per Special Conditions-Section 13 _____

WARRANTY: (Exceeds Minimum)

State Warranty here:_____
_____
_____

BIDDER:_____

EXHIBIT A

GENERAL SERVICES DEPARTMENT
COUNTY GARAGE
USED VEHICLE
INSPECTION CHECKLIST

NEW VEHICLES WILL NOT BE ACCEPTED UNTIL THE CONTRACT VENDOR HAS PERFORMED THE PRE-DELIVERY SERVICE ON THE VEHICLE IN ACCORDANCE WITH THIS LISTING OR OTHER INDUSTRY APPROVED CHECKLIST.

UNDER HOOD – ENGINE OFF Engine oil level; Steering gear housing fluid level; Brake master cylinder fluid level; Radiator coolant level; Battery fluid level; Drive belt tensions; Battery voltage & load-voltage drop; Ignition system; Fuel injection system.	**ON INSIDE** Operation of lights, turn signals, stop signals, horn, courtesy lights, oil pressure & alternator warning lights; Front seat control-Operation (manual or power); Station wagon rear seat & floor - operation; Windows & vents-operation & fit; Glass condition; Cigarette lighter-install & test.
UNDER HOOD – ENGINE OPERATING Automatic transmission fluid level.	**ON HOIST – OR UNDERSIDE** Axle fluid level; Hydraulic lines, fittings, connections & components on underside for leaks; Tire pressure; Steering linkage & connections.
UNDER HOOD – ENGINE OPERATING & HOT Initial ignition timing; Alternator & voltage regulator operation.	**ALIGNMENT STALL** Front wheel toe-in.
OTHER OPERATIONS Engine cold and hot idle speeds; Hydraulic lines, fittings, connections & components for leaks; Fuel system for leaks.	**ROAD TEST** Neutral switch-operation (automatic transmission); Parking brake-operation; Horn, windshield wipers & washers-operation; Heater & air vents-operation; Brake-operation; Transmission shift level-operation; Automatic transmission shift timing & quality; Accelerator pedal-operation; Engine performance; Drive belts; Steering control; Squeaks, rattles & wind noise; Speedometer, odometer, fuel & temperature gauge-operation; Other operational equipment-operation.

EXHIBIT A

GENERAL SERVICES DEPARTMENT
COUNTY GARAGE
USED VEHICLE
INSPECTION CHECKLIST

ON OUTSIDE	**AFTER ROAD TEST**
Latches, keys & locks-operation; Hand, deck & door panels for fit & alignment; Bumpers & moldings-alignment; Weather strips-adhesion & fit; Wheel nut torques; Five gallons of fuel in fuel tank.	Wash vehicle & check for leaks; Inspect for interior & exterior metal paint damage; Check soft trim for soilage & excess sealer.

County Contact: Rocky Buoy, (805) 781-2459

Vehicle warranty shall be the standard warranty furnished by the manufacturer of the vehicle supplied. All vehicles covered by factory warranty shall be corrected by contractor, or any factory authorized dealer for that vehicle, at cost to the agency.

The checklist was completed by:

VENDOR NAME: _____

VENDOR EMPLOYEE NAME: _____

DATE: _____

FOR VEHICLE MAKE & MODEL:_____