



C o u n t y o f S a n L u i s O b i s p o

General Services Agency

Janette D. Pell, General Services Agency Director

Helen McCann, Department Administrator

INVITATION TO BID #3474-09 USED VAN WITH UTILITY BODY

August 20, 2009

The County of San Luis Obispo is currently soliciting bids for a Used 1-ton Van with Utility Body, 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., September 10, 2009.

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

Bidders are cautioned to read specifications and be sure to quote items which meet specifications. Failure to meet specifications in your delivered vehicle and accessories will cause the County to not accept the vehicle and no payments will be made.

BARBARA ADAMS
Buyer – GSA-Purchasing
beadams@co.slo.ca.us

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 60 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.
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. 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 Buyer, who will have the sole right to make the determination. 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 September 10, 2009 at 3:00 p.m. to:

COUNTY OF SAN LUIS OBISPO
GENERAL SERVICES AGENCY
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 new (unused) Trucks 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 partial listings 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 ¼ 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 DMV Transfer of Ownership, Dealer's Report of Sale, Bill of Sale, Weight Certificate, documents for each vehicle as required by DMV for licensing and registration by the County.

The Garage Managers request 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
DEPARTMENT OF GENERAL SERVICES
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CA 93408
ATTENTION: SARAH WHIPPLE

7. Filters: All vehicles shall have replaceable element type oil, fuel, and air filters.
8. 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 very important and may be considered in the evaluation of the bids.

9. 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.

10. Award: The County reserves the right to award to one vendor for all vehicles, or to award to more than one vendor to achieve the lowest ultimate cost to the County of the equipment in place and use. There is no guarantee as to the quantity of vehicles the County will purchase.
11. Pre-Delivery Check: **Vendors awarded an order must complete and sign a pre-delivery checklist, standard to the industry or similar to the attached Exhibit A, for each delivered vehicle. The pre-delivery checklist shall be included with the vehicle at the time of delivery.**
12. Delivery: Delivery time of the truck purchased may be a key consideration in the award of the purchase order. In terms of days based on straight calendar days, vendors are instructed to quote their best delivery time for the truck bid. The truck selected for purchase shall be delivered on or before the number of calendar days quoted by the successful vendor.

Liquidated Damages:

Time is of the essence hereof. If the truck is not delivered in the time quoted by the vendor in this bid, or within any period of extension as authorized in writing by the County, it is understood the county will suffer damages from loss of use of said truck; and it being impracticable and infeasible to determine the actual damage, it is agreed that vendor shall pay the County as fixed and liquidated damages and not as a penalty, the sum of **One Hundred Dollars (\$100.00)** for each working day of delay until the truck is delivered and accepted, and vendor shall be liable for the amount thereof, and the County may deduct said sums from any money due or that may become due the vendor; provided, however, that any delays in the delivery of truck due to unforeseeable cause beyond the control and without fault or negligence of the vendor (including but limited to: act of County, fires, floods, epidemics, quarantine restrictions, strikes, or freight embargos).

Vendor shall within five (5) calendar days from the beginning of any delay, notify the County in writing of the cause of the delay; whereupon the County shall ascertain the facts and the extent of the delay and extend the time for delivery of the trucks when in its judgment the findings of facts justify such an extension of delivery. The County's findings of fact thereon shall be final and conclusive on the parties hereto.

The vehicles are to be delivered F.O.B. Destination to the Engineering Shop and County Garage, County Operational Center, 1355 Kansas Avenue, San Luis Obispo, CA 93401. Final acceptance of vehicle for conformance with the specifications will be made only by the Shop Managers. Final acceptance will be made within 20 days of receipt of the vehicles.

13. Additional Vehicles: The County may require additional vehicles in the near future and will reference this bid to negotiate prices at such time. The County may utilize bid results to purchase vehicles for additional multiple years with the approval of the County and the vendor.
14. Evaluation: The Bid results may be compared to vehicles offered by the State of California to determine award.
15. Fleet Information: The County Ford Fleet I.D. #QB495 and General Motors Fleet I.D. #626129.

OTHER STANDARD EQUIPMENT (CONT'D)

DEVIATIONS

Radio:	Standard AM	_____
Steering:	Power	_____

COLORS

Exterior:	White, standard trim	_____
Interior:	Gray, tan or black, standard trim vinyl or cloth	_____

TIRES

Spare Tire Mount:	Standard	_____
Tires:	Five (5) Each, 10 ply All Season, P225 75R16 Black Wall	_____
Wheels:	Standard, 16"	_____

UTILITY BODY

Stahl USVST Utility Service Body or Equal Per attached Specification	_____
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SPECIFICATION A - (UTILITY BODY)

- 1 Ea Stahl USVST Utility Service Body
- 1 Ea Class IV receiver hitch without insert
- 1 Ea 6 Pin Plug
- 1 Ea Weight certificate

Standard Accessories and Features

- 16 Gauge Galvanized Steel Compartments
- Crossmember 7 Gauge hot rolled steel
- Compartment doors, double panel 20 gauge galvanized steel
- Double rear doors, double panel, 20 gauge galvanized steel
- Front and Rear end Panels
- Die-stamped fender panels
- One-piece seamless floor
- Roof sides 18 gauge galvanized steel
- Roof top 16 gauge galvanized steel
- Door latches – Bolt on rotary with stainless steel paddle handles
- Door striker – Bolt on and adjustable
- Door hinges – concealed and spring loaded
- Shelving – adjustable with dividers. 2 full length
- Storage – side compartment with outside access
- Bumper - drop step
- Bulkhead – Solid, two section walkthrough
- Wind deflector
- Side door weather sealing

PRICE SUMMARY SHEET

The undersigned agrees to:

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

All attachments shall be compatible with the vehicles proposed.

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.

VAN MAKE: _____ MODEL YEAR & NAME: _____

WARRANTY PERIOD: _____ MODEL NO.: _____

UTILITY BODY MAKE: _____ WARRANTY PERIOD: _____

MODEL NO.: _____

	<u>UNIT COST</u>	<u>TOTAL PRICE</u>
1 Ea. Vehicle as Specified	\$ _____	\$ _____
	8.25% Sales Tax:	\$ _____
	Total Bid Price:	\$ _____

PAYMENT TERMS: _____

DELIVERY AFTER RECEIPT OF ORDER: _____ DAYS

AUTHORIZED OFFICIAL (NAME) (PRINT): _____

AUTHORIZED OFFICIAL TITLE (PRINT): _____

SIGNATURE: _____

FIRM NAME: _____

ADDRESS: _____ CITY: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

**BIDS MUST BE RECEIVED BY 3:00 P.M., SEPTEMBER 10, 2009
IN THE OFFICE OF THE GENERAL SERVICES AGENCY**