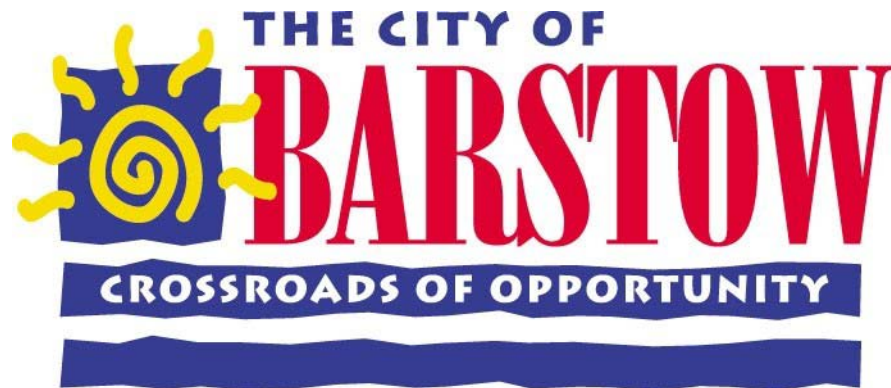


CITY of BARSTOW



INVITATION TO BID FOR POLICE VEHICLE

BID NUMBER: 2011-01

DUE BEFORE: 2:00 PM March 4, 2011

City of Barstow

PURCHASING DIVISION

220 E. Mountain View Avenue
 Barstow, CA 92311
 (760) 256-3531

BID FORM

BID NUMBER: 2011-01

ITEM	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.	1	Each	2011 Police Chevrolet Tahoe, 4WD Police CK10706 with all equipment indicated as standard in manufacturer's published literature. Additionally required equipment: <u>Model Options:</u> 1FL Fleet/Police Vehicle 4 WD w/PPV YF5 California emissions VK3 Front license plate bracket G80 Locking rear differential U2J XM Radio DELETE 4JP Tire Spare 5T5 Vinyl rear seats with cloth front seats 6J4 Wiring – Horn siren circuit 7X7 LH and RH spotlights 9N5 Front floor console DELETE G63 Luggage rack DELETE UEO On-Star DELETE A95 Seats, front bucket, cloth w/5 way power driver seat ATD Third row seat DELETE 19C Ebony premium cloth seat trim Color 41U Black. Dealer to paint all four doors, including door window frames and the roof of the vehicle. 50U Summit White.		
	1	Lot	Tire Fee (Non-taxable)		
	1	Each	GM Basic Guard Protection Plan, 60 month/100,000 mile extended powertrain warranty, \$100.00 deductible		
	1	Set	Factory Service Manuals, including powertrain, emissions, and wiring diagrams.		
	1	Each	Dealer to complete all DMV registration including exempt license plates.		

CONTINUED ON NEXT PAGE

City of Barstow

PURCHASING DIVISION

220 E. Mountain View Avenue
 Barstow, CA 92311
 (760) 256-3531

BID FORM

BID NUMBER: 2011-01

ITEM	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

THE FOLLOWING INFORMATION MUST BE FILLED IN

FOB	SHIPPING POINT	PROPOSED METHOD OF SHIPMENT	NUMBER OF DAYS FOR DELIVERY	PAYMENT TERMS
-----	----------------	-----------------------------	-----------------------------	---------------

To the City Council of the City of Barstow:

Pursuant to and in compliance with the Notice Inviting Sealed Bids, the undersigned bidder hereby proposes and agrees to provide MOTOR VEHICLES, in accordance with the bid specifications, instructions, and conditions, in the time, form, and manner provided by law at the bid price herein.

Bids must be signed by a responsible authorized officer or employee. Unsigned bids will be rejected. Each sheet, where specified, must be signed or initialed by person submitting bid.

The names of all persons, firms and corporations interested in the foregoing proposal as principals are as follows:

The undersigned is/are prepared to satisfy the City Council of the City of Barstow of their ability, financial or otherwise, to provide the items listed above in accordance with the specifications set forth in the bid.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	PRINTED NAME OF SIGNER	DATE
--	------------------------	------

Vendor _____

Address _____

City, State, Zip: _____

Telephone: _____

Fax: _____

Tax I.D. Number: _____

GENERAL CONDITIONS

1. GENERAL INFORMATION - The Purchasing Agent of the City of Barstow, California, will receive at his/her office at City Hall, 220 E. Mountain View Avenue before 2:00 pm on Friday, March 4, 2011, bid responses for City of Barstow Bid No 2011-01 . Bids shall be submitted on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms will be available and may be downloaded from the website at www.barstowca.org or secured at the office of the Purchasing Agent/Finance Director. Bids submitted on paper shall be written in ink or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.

2. FORM OF BID - Bids shall be submitted on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs or a letter. Letters repeating prices and details from the City's specifications must be omitted.

3. INTERPRETATION OF BIDS - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder may submit to the Purchasing Agent/Finance Director a written request for an interpretation thereof prior to the bid opening. The deadline for submission of a request for interpretation is before 5:00 p.m. February 17, 2011. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

4. ADDENDA - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract.

5. BID DELIVERY - Bids shall be delivered to the Purchasing Agent/Finance Director of the City of Barstow before the day and hour set for the opening of bids in the published NOTICE TO BIDDERS. Each bid shall be submitted electronically or enclosed in a separate sealed envelope bearing the description of the bid call, the bid number, the name of the bidder, and the date and hour of the bid opening. A bidder may withdraw his bid, either online, personally or by written request, at any time prior to the scheduled time for opening of bids.

6. LATE BIDS - Any bids received after the scheduled time of opening will be clocked in and returned unopened to the bidder.

7. NO BID - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise vendor's name will be removed from the bidders list.

8. AWARD OR REJECTION - The bid will be awarded to the lowest responsible bidder. The City, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to award. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders.

9. TERMS AND CONDITIONS - The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.

10. ALTERNATES - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form. If alternates are bid, literature must be submitted with bid in order for alternate to be considered. All items on which bids are submitted must in all cases be equal or better in quality and utility to those specified by the City. Determination of the acceptability of any product offered shall be solely at the discretion of the City of Barstow.

11. PAYMENT TERMS - Must be indicated by filling in blanks in upper right corner of bid form. Cash discounts of less than 20 days will be considered net.

12. FOB POINT - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.

13. BRAND NAMES - The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration. Notwithstanding the foregoing, the City may impose additional restrictions in the Specifications section of these documents.

14. TAX - No bid shall include federal excise tax, inasmuch as the City is exempt and will furnish exemption certificates upon request. Bids shall not include state sales or use tax. The City will pay applicable state sales or use taxes.

15. SAMPLES - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense.

16. INSPECTION - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.

17. ASSIGNMENT - No assignment by the contractor of any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

18. WARRANTY - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid.

19. TIMELY DELIVERY - Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

20. DAMAGES - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract.

21. PUBLIC AGENCY RIGHTS - This bid is being conducted in accordance with the Municipal Code of the City of Barstow and the Public Contracts Code of the State of California. It is the intent of the City that this bid shall qualify for public agency use in accordance with California Government Code

Sections 6500-6512.

It is intended that any other public agency (i.e., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the State of California shall have an option to participate in any award made as a result of this solicitation. The City of Barstow shall incur no financial responsibility in connection with orders issued by another public agency. The public agency shall accept sole responsibility for placing orders or making payments to the vendor.

22. TERMINATION FOR DEFAULT - The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. TERMINATION FOR CONVENIENCE - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

24. FISCAL YEAR - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

25. GOVERNING LAW - This contract shall be construed and interpreted according to the laws of the State of California.

Questions relating to this bid should be directed to the Purchasing Agent/Finance Director, City of Barstow, 220 E. Mountain View Avenue, Barstow, CA 92311, Phone: (760)256-3531, Fax: (760)256-1528

SPECIAL CONDITIONS

NOTE: In the event that anything in these Special Conditions is in conflict with a requirement of the General Conditions, the Special Condition shall supersede.

CITY OF BARSTOW BID CONDITIONS FOR MOTOR VEHICLES – The following conditions apply to all purchases of motor vehicles. All vehicles shall be new (unused), current model year production. Vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature.

Each vehicle shall include three (3) sets of keys to vehicle, which shall be provided at the time of delivery.

Shop service manual and wiring diagrams (when required) may be furnished on CD in lieu of paper edition. Manuals shall be delivered with the vehicle. Due to manufacturer's changes in designs, any parts book which is published more than six (6) months prior to unit production will require prior approval of the Fleet Manager.

The manufacturer's regular new vehicle warranty shall apply to all vehicles purchased under this bid. The warranty shall be factory authorized and shall cover not less than 3 years/36,000 miles, bumper to bumper, no charge for parts and labor.

Selling dealer shall register the vehicle as directed by the City. The City is exempt from registration fees, and shall provide a signed application for exempt registration.

NOTICE INVITING SEALED BIDS

The City of Barstow is inviting Sealed Bids for the provision of the following:

POLICE VEHICLES

Information regarding bid forms and other matters pertaining to same may be obtained from the City website at www.barstowca.org or from the Finance Department, Purchasing Division, 220 E. Mountain View Avenue, Barstow, California. All bids shall be delivered to the Purchasing Division of the City of Barstow at the above address, or submitted electronically via our website, before 2:00 p.m., March 4, 2011. The City reserves the right to reject any and all proposals or bids, should it deem this necessary for the public good, and also the bid of any bidder who has been delinquent or unfaithful in any former contract with the City of Barstow.

/s/ Terri A. Willoughby
Terri A. Willoughby
Purchasing Agent/Finance Director

Dated: February 1, 2011