

BAKERSFIELD CITY SCHOOL DISTRICT



David West
Director
Department of Stores and Purchasing
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EDUCATION CENTER, 1300 BAKER STREET
BAKERSFIELD, CALIFORNIA 93305-4326
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January 18, 2023

Dear Prospective Bidder

The Bakersfield City School District is soliciting bids for fleet vehicles. Bids will be received until Wednesday, February 15, 2023, at 11:00 a.m. Faxed bids will not be accepted. Bids shall be labeled Bid #23-01-03 Fleet Service Vehicles and must be delivered to the Bakersfield City School District, Department of Stores and Purchasing, Attention: Purchasing Director, 1300 Baker Street, Bakersfield, CA 93305, as illustrated below.

BID #23-01-03
FLEET SERVICE VEHICLES
ATTENTION PURCHASING DIRECTOR
1300 BAKER STREET
BAKERSFIELD, CA, 93305

Bid opening: 2/15/2023 at 11:00 a.m.

All items noted, or their equal will be considered and it is imperative that bidders clearly identify the brands, product numbers, package quantities, and unit prices for the items bid. Any ambiguities in your bid will be cause for rejection of that item. "Equal" shall be described on the bid sheet in the space provided for Alternate. "Equal" products, other than the brands specified, must be demonstrated to the district at least 5 business days prior to public bid opening. Please review the attached General Conditions and Instructions for bidding prior to preparing your bid.

The Bid will be awarded by line item to the lowest responsive and responsible bidder. Bid pricing to be held through **June 30, 2023**. All items must be bid delivered, F.O.B., Bakersfield City School District on or before December 31, 2023. Bid tabulations will be available online after the February 28, 2023 Board Meeting. Please visit the website for bidding documents and award sheet:

<https://www.bcsd.com/Page/435>

If you have any questions or concerns regarding this bid package, please e-mail David West at westd@bcasd.com.

Sincerely,

David West

David J. West
Director, Stores and Purchasing

BAKERSFIELD CITY SCHOOL DISTRICT

Education Center - 1300 Baker Street Bakersfield, CA 93305-4326
Department of Stores and Purchasing

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDING EQUIPMENT AND/OR SUPPLIES

FLEET SERVICE VEHICLES - Bid #23-01-03

1. All bids, in order to be considered for acceptance, shall be sealed and delivered to the Department of Stores and Purchasing Services, 1300 Baker Street, Bakersfield, California, 93305 on or before **Wednesday, February 15, 2023, at 11:00 a.m.** and will be opened and read publicly by the Director of Stores and Purchasing soon thereafter. The date and time of opening shall appear on the bid envelope. It is the bidder's responsibility to ensure the bid has been received on time. Late bids will not be accepted.
2. All bids must be signed with the company name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. The bid pricing is to be good through June 30, 2023. A successful bidder shall not be relieved of the bid submitted without the District's consent or the bidder's recourse to Public Contract Code Section 5100 et seq.
3. All prices or notations must be typed or written in ink on the B.C.S.D. bid sheets. Bids written with pencil will not be accepted. Verify all quotations before submission, as they cannot be corrected after the bids are opened. Bids not presented on the BCSD bid form shall be disregarded (PCC 20111.5)
4. Bidders are limited to one price per line item. Multiple bids by a single vendor will not be accepted. Taxes shall NOT be included in the unit prices of the materials. The District will pay only the State sales and use taxes. Federal excise taxes are not applicable to school districts.
5. All items are to be bid delivered F.O.B. Bakersfield City Schools District warehouse. No charge for containers, packing, handling, fuel surcharges, or any other purpose will be allowed over and above the prices bid. Return of products for warranty purposes shall be free of all cost to the District.
6. Bidders may elect to bid on any or all items on this bid. **"ALL OR NOTHING" BIDS WILL NOT BE ACCEPTED.**
7. All of the items specified will be considered and awarded individually or collectively, whichever is in the best interest of the district.
8. The delivery date of supplies, equipment, or services shall be as specified on the district's Purchase Order, 30 days or less from the date of the Purchase Order. *Understanding the pandemic supply chain issues and manufacturing issues, the district will extend the delivery date to 300 days or December 31, 2023 from the date of bid opening.*

9. The successful bidder shall not be held responsible for delays in performance of the contract caused by strikes, lockouts, labor disturbances, lack of and/or failure by transportation, acts of the government or other causes similar to the foregoing which are beyond the control of, and are not the fault of the bidder; provided however, that whenever the bidder shall claim that delays are due to any or all of the above-named causes he shall, within five days after the occurrence of existing cause or causes of delay, request extension of time from the Governing Board of the District; such request shall be in writing and shall state in detail the reason or reasons why the said cause or caused of delay will prevent timely delivery. If the Governing Board finds that extension of time equal to the delay resulting from such cause or causes of the Governing Board may, at its option, rescind the contract.
10. Alternate supplies, equipment or services will be considered. If the Bidder chooses to bid other than the specified brand, the Bidder must specifically name the brand he offers as equal and demonstrate it to the District no later than 5 days prior to public bid opening. The Board of Education reserves the right to be sole judge of the merit and suitability of such supplies, equipment, or services.
11. Pursuant to Public Contract Code Sections 20118 and 20265, other school districts, public agencies, political subdivisions, municipalities and tax supported agencies in the State of California, including but not limited to Cities, Counties, County Office of Educations, State Agencies, and Public School Districts may purchase products and/or associated alternates under same terms and conditions of this bid. The District waives its right to require other districts to draw their warrant in favor of the district and authorizes each district/agency to make payments directly to the successful bidder.
12. Bidders have the option to accept or decline this piggyback option on per request basis.
13. A demonstration must be set up at least 5 calendar days prior to bid opening for each item that is bid by the vendor when it is not bid as specified. Failure to demonstrate a vehicle prior to 5 calendar days, or the date as noted on the attached Substitution Request Form, deadline may be considered reason for disqualification of bid.
14. Should any bidder question or protest the award of contract to the apparent low bidder(s), such question or protest must be furnished in writing to the Director of Purchasing no later than three (3) working days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts, and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria). Bid protests will be reviewed by the Director of Purchasing and the Assistant Superintendent of Business Services. The affected proposer will be given an opportunity to rebut the evidence and present evidence that the proposer should be allowed to perform the work. The District will issue a written final decision within fifteen (15) days of receipt of the protest unless factors beyond the District's reasonable control prevent such resolution.
15. Per Public Contract Code Section 20117, if two or more bids are identical in all respects, the district may determine by lot which bidder will be awarded the contract, or to the vendor who has offered the most consistent service and reliability in the past. This requirement applies to competitive bidding for the purchase, sale or lease of real property, supplies, material, equipment service, bonds, or the awarding of any contract.

16. Each bidder must return a fully executed Non-Collusion affidavit, as required by Public Contract Code section 7106, with the completed bid proposal. The noncollusion affidavit is included in this bid package.
17. If an awarded bidder defaults, the District may procure the materials or services from other sources, typically the 2nd place bidder, and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bond, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.
18. In the event of litigation, the bid documents, specifications, and related matter shall be governed by and construed in the accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Kern County.
19. The vendor shall hold the DISTRICT, its officers, agents, servants, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer, or agent, of any copyrighted composition, secret process, patented or unpatented invention, article of appliance furnished or used under this bid.
20. The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District Governing Board. Notice is hereby given that the District will not honor any assignment made by the successful bidder unless consent in writing, as indicated above, has been given.

SPECIAL CONDITIONS:

1. It is extremely important that all bidders read and adhere to the terms and conditions, specification, and all bid documents included herein.
2. Department of Motor Vehicles (DMV) registration and “E” license plates to be handled by Dealer.
3. Cumulative miles/hours shall not exceed 400 miles/8 hours at time of delivery
4. Vehicles must be delivered with full fuel tanks
5. Vehicles must meet all California emission standards and have all legal safety devices.
6. By submitting a bid, vendor agrees to offer updated models as available under the same Terms and Conditions.

Specifications

FORD F-550 4 x 2 SD Regular Cab & Chassis or Equal

- ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS
- TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC
- TIRES: 225/70RX19.5G BSW A/P
- WHEELS: 19.5" X 6" ARGENT PAINT STEEL
- FACTORY INTEGRATED BRAKE-CONTROLLER
- HD VINYL 40/20/40 SPLIT BENCH SEAT
- MONOTONE PAINT APPLICATION
- 193" WHEELBASE
- 50-STATE EMISSIONS SYSTEM
- SYNC COMMUNICATIONS & ENTERTAINMENT SYSTEM
- GVWR: 19,500 LBS. PAYLOAD PLUS UPGRADE PACKAGE
- LIMITED SLIP W/4.88 AXLE RATIO
- POWER EQUIPMENT GROUP
- ADVANCED SECURITY PACK
- POWER FRONT SIDE WINDOWS
- POWER LOCKS
- REMOTE KEYLESS ENTRY, 2 SETS
- REAR VIEW CAMERA & PREP KIT
- EXTERIOR BACKUP ALARM (PRE-INSTALLED)
- OXFORD WHITE EXTERIOR
- MEDIUM GRAY VINLY SEAT COLOR OR STANDARD OPTION
- 4-WHEEL ABS
- TRACTION CONTROL
- BATTERY WITH RUN DOWN PROTECTION
- AIR CONDITIONING
- AM/FM STEREO
- WIPERS
- DUAL FRONT AIRBAGS
- SECURILOCK IMMOBILIZER
- FRONT AXLE CAPACITY: 7000LBS.
- FRONT SPRING RATING: 6000LBS.
- FRAME SECTION MODULUS: 12.7 CU.IN.
- FIRM SUSPENSION
- DUAL POWER REMOTE HEATED MIRRORS
- DRIVER AND FRONT PASSENGER SEAT MOUNTED SIDE AIRBAGS
- TACHOMETER
- REAR AXLE CAPACITY: 14706LBS.
- REAR SPRING RATING: 15000LBS.
- FRAME YIELD STRENGTH 50000 PSI
- AXLE TO END OF FRAME: 47.2"



SUBSTITUTION REQUEST FORM

Fleet Service Vehicles

Bid No. 23-01-03

Vendor Name: _____

Address: _____

Phone/Fax: _____

Line item on Bid: _____

Proposed Product: _____

Proposed Product #: _____

Provide a point-by-point comparative data AND PRODUCT DEMONSTRATION before 9:00 a.m., *Wednesday, February 1, 2023*. Be sure to include product description, performance, and test data adequate for the evaluation of the request. Notification of acceptability of the proposed substitution will be made on or before *Friday, February 3, 2023*.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to the specified product's performance.
- Same warranty (if applicable) will be furnished for the proposed substitution as for the specified product.
- Proposed substitution does not affect Functional Performance Values.

Submitted by: _____

Signed by: _____

REVIEW AND ACTION (*Office Use Only*):

- Substitution approved - Substitution approved as noted
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____



Bakersfield City School District

Fleet Service Vehicles

Bid No. 23-01-03

Non-Collusion Declaration

STATE OF CALIFORNIA, COUNTY OF _____

Being first duly sworn, deposes and declares that he/she is _____
(Title)

Of _____
(Company Name)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly, or indirectly colluded, conspired, solicited, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct,

(Signature)

(Typed Name)

And that this declaration is executed on _____ at _____,
(Date) (City) (State)