



REDWOODS COMMUNITY COLLEGE DISTRICT

INSTRUCTIONS TO BIDDERS

REGARDING THE DISTRICT'S PURCHASE OF VEHICLES

Each bid submitted to the Redwoods Community College District ("District") for the Vehicle Purchase Project ("Project") shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project.

1. Mandatory Requirements: A bid will not be considered unless the Vendor submitting the bid meets the following criteria:

Bids shall be received at the following address:

Office of the Vice President
Administrative Services
College of the Redwoods
7351 Tompkins Hill Rd
Eureka, CA 95501-9300

A copy of this public bid and other relevant documentation may be downloaded at:

<http://redwoods.edu/District/BusinessOffice/Purchasing.asp>

Bids are due by 2:00 p.m. July 17, 2015. Late bids will be rejected. It is the responsibility of the submitting Vendor to make sure the bid is delivered to the specified location by the date and time specified above. Bids must be sealed with the envelopes clearly marked in the lower left hand corner "Sealed Bid for Vehicle Purchase". At the bid opening, the District will award a contract to purchase as to each vehicle to the lowest bidder meeting the District's requirements, or the District may choose to not award any bid on a particular vehicle or vehicles.

Please e-mail all questions regarding this bid to Lorie Walsh at Lorie-Walsh@redwoods.edu. The last day for submission of questions is June 25, 2015. All questions will be responded to in writing on or before June 29, 2015 and posted to this website: <http://redwoods.edu/District/BusinessOffice/Purchasing.asp>. To ensure each Vendor receives equal information in preparing their bid, Vendors are prohibited from directly contacting other District employees during the pre-submission process. No oral interpretations, clarifications or modification to the public bid documents are authorized on behalf of the District and Vendors shall not rely on such interpretations, clarifications, or modifications in preparing their bids.

Redwoods reserves the right to accept all or part of any bid or to cancel in part or in its entirety this public bid.

It is the policy of Redwoods that no person or Vendor shall be excluded from participation in, denied the benefits of, or otherwise be discriminated against in the award and performance of any District contract on the grounds of race, ethnicity, creed, religion, color, national origin, age, sex, or sexual orientation.

Redwoods Community College District purchasing and contracting is conducted in accordance with all applicable Federal and State statutes and regulations including, but not limited to, the debarment and suspension of Firms clause and attachment O – Circular A-110.

2. Background Information: College of the Redwoods is a single-college District with approximately 4,100 Full Time Equivalent Students (FTES). It is comprised of one main campus located in Eureka, CA and two education centers, as well as other sites and locations.

3. Information and General Conditions:



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3.1 Definitions: The terms Redwoods Community College District, College of the Redwoods, Redwoods, or the District, as used in these terms shall be construed to include the Redwoods Community College District and all employees, officers, and agents of the District.

The term Bidder, Responder, Firm, Proposer, or Vendor shall be construed to include the Vendor and all employees, officers, and agents of said Vendor.

The terms vehicle, car, van, and truck shall refer only to vehicles which are new and unused, are the manufacturer's model in current production, are complete and standard in all respects, are fully assembled, and are entirely suitable for the intended purpose and shall not have been used for demonstration purposes. For example, used, wrecked, salvage, repaired, customer return, previously loaned, rented or leased, dealer demo, water or flood damaged vehicles are not acceptable.

3.2 Signature: The bid must be signed in the name of the Vendor and must bear the signature of the person authorized to sign bids on behalf of the Vendor.

3.3 Award of Contract: If the contract is awarded, it will be to the responsible Vendor whose bid is deemed by Redwoods to be the lowest bid and whose bid meets the needs of Redwoods. This public bid does not obligate the District until the execution of a written contract in a form approved by the District at its sole discretion. Upon approval of a contract, the Contract is effective from the date approved by the District's governing board. The District shall not be responsible for work done, even in good faith, before approval of the Contract by the District's Governing Board.

Wherever there is variance between the language in Vendor's standard contract terms and conditions and the requirements and commitments stated in the District's public bid and Vendor's response, those requirements and commitments set forth in the District's public bid and Vendor's response will take precedence over the Vendor's standard contract terms and conditions.

3.4 Bid Validity Period: The bid shall remain valid for at least 60 days after submission.

3.5 Disputes: Any disputes will be attempted to be resolved by informal mediation. The venue for any dispute shall be Humboldt County Superior Court and no other place.

3.6 Security Deposit: Redwoods shall not pay a security deposit.

3.7 Prime Responsibility: Redwoods will consider the Vendor to be the sole point of contact with regard to contractual matters resulting from the contract.

4. Bid Response Requirements: A Vendor may bid to provide one or more of the vehicles noted in this section. Bids shall include, in the following order:

4.1. Title Page: Indicate "Sealed Bid for Vehicle Purchase," the full legal name of the Vendor, address, type of entity, Federal Taxpayer ID number, the name of the Vendor's contact person for the purposes of this public bid, the telephone number of the contact person, email address of the contact person, and the date. The cover sheet must be signed by an owner of, corporate officer of or agent authorized to submit a response to this public bid.

4.1.1. Description of Services, Background and Staff: Provide a brief overview of the types of work and history of your firm. Note the number of employees, the number of years your firm has done business in California,. Include a summary of your qualifications as they relate to this bid and how they qualify your organization to be the best fit for the Vehicles to be purchased.

4.2. References: Provide a list of two client references. Include the name of the client, address, telephone, and name of each client's manager.

4.3. The preceding sections shall contain only the information requested. If the Vendor desires to present additional information, such additional information shall be presented in this section of the public



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bid. If there is no additional information present, indicate, "There is no additional information to present."

4.4. Description of vehicles sought by the District: Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description, and shall not have been used for demonstration purposes. Vehicles bid must meet or exceed the requirements in the public bid line item description. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). All installations shall be made in a neat and skillful manner and all vehicles and equipment furnished shall be subject to the approval of the District's Chief Business Officer, at his sole discretion. All vehicles must include factory installed air conditioning, automatic transmission, factory installed in-dash mounted AM/FM stereo, floor mats, White paint color, power assisted brakes with an anti-lock brake system, power assisted steering, analog or digital gauges for speedometer, odometer, fuel level, voltmeter, engine oil pressure, and temperature (warning lights are not acceptable), five steel belted radial tires of the standard size and style offered to meet or exceed GVWR including a full size spare tire in a "ready for service" condition (small emergency spare tire not acceptable), jack, lug wrench, cigarette lighter (12v power), three complete sets of door and ignition keys, factory installed cruise control.

4.5. BID PRICE - - INCLUDE ALL TAXES, LICENSING, PREP, ALL REQUIRED AFTERMARKET PARTS AND INSTALLATION, DELIVERY TO THE DISTRICT IN EUREKA, CALIFORNIA, AND ALL OTHER FEES AND CHARGES: The bid price for each vehicle shall be all-inclusive. The District will not approve any additional fees, charges or payments in excess of the bid amounts listed in the Vendor's response to this public bid. When providing an equivalent vehicle or equivalent other parts or equivalent services, it is incumbent on the Vendor to supply documentary evidence sufficient for the District's Chief Business Office to conclude that the equivalent item offered at least meets or exceeds the required specifications. Providing incomplete documentation or documentation which does not clearly substantiate that the equivalent item at least meets or exceeds the required specifications will result in the bid being rejected by the District.

4.5.1. The Description of the Vehicles to be Purchased:

Fine Woodworking Program Passenger Minivan Bid: One passenger minivan, 270 Horsepower, Gas or E85 Fueled, 120 in. WB, 6000 lb. GVWR or equivalent. Van to be equipped with a factory installed backup color camera package, factory installed GPS, a trailer plug and 7 blade wiring harness. Rear seats must fold down to allow for occasional use as van to transport items. Example vehicle: Dodge Ram Minivan or equivalent.

Maintenance Cargo Minivan Bid: One cargo minivan, 270 Horsepower, Gas or E85 Fueled, 120 in. WB, 6000 lb. GVWR or equivalent. Van to be equipped with a factory installed backup color camera package, a trailer plug and 7 blade wiring harness. Cargo area must be flat to allow for loading and unloading of items. Example vehicle: Dodge Ram Cargo Minivan (Tradesman) or equivalent.

(Due to licensing requirements, vans designed for 10 or more passengers will not be acceptable equivalent vehicles. GVWR: Gross Vehicle Weight Rating, WB: Wheelbase, in:Inches, lb: Pounds)

4.5.2. Warranty: The District requires a full warranty term of not less than thirty-six months. The successful bidder shall furnish the District with a properly prepared and signed warranty prior to the District's acceptance of the delivered vehicle. The warranty shall guarantee the materials and workmanship, and that the vehicle is properly designated and constructed to perform as intended. All materials, parts, labor, assemblies and components shall be subject to the warranty conditions and terms, unless specifically exempted in writing and agreed to by the District's Chief Business Officer.



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4.5.3. Safety/Registration: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture. The engine shall be California Air Resource Board (CARB) certified to operate on-highway in the State of California at the time of manufacture. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 CCR 1961). All motor vehicle brake friction materials must meet the requirements as identified in Health and Safety Code Section 25250.51. Department of Motor Vehicles licensing shall be the responsibility of the successful bidder. Vehicles shall be delivered with state government licenses installed and registration completed.

4.5.4. The successful bidder shall deliver the vehicles to the Maintenance Department, 7351 Tompkins Hill Rd., Eureka, California, within 120 days after award. In case of failure on part of the Vendor to complete all work specified in this public bid, in the time period stated above, the successful bidder shall pay the District, as liquidated damages, the sum of One Hundred Dollars (\$100) per day for each calendar day beyond the date specified until the vehicles are satisfactorily delivered.

5. Selection Procedures:

5.1. Upon acceptance of a bid, Redwoods shall, by letter, officially notify the successful bidder of said acceptance.

5.2. If the successful bidder refuses or otherwise fails to sign the contract or any other documentation required by Redwoods within ten (10) business days of receipt of the notice of award from Redwoods, Redwoods shall have the right to rescind the award of the contract.

5.3. Redwoods shall not be liable for any costs, expenses, or losses, including without limitation loss of business opportunity, claimed or incurred by any party in connection with the preparation or submission of a bid in response to this public bid or otherwise in connection with this public bid or its modification, postponement or cancellation. All bids become the public records and are the property of Redwoods upon submission.

6. Tentative Bid Timeline: This is a tentative timeline provided for information purposes only:

6.1. June 19, 2015: public bid published

6.2. June 25, 2015: Last day to submit public bid questions

6.3. June 29, 2015: District response to all questions

6.4. July 17, 2015 at 2 p.m. (Pacific time): Responses due and bid opening.

6.5. August 4, 2015 or later: Board of Trustees award of contract. Attendance is not required.

7.0 Bid Protest. Any bid protest must be in writing and received by the District Office before 5:00 p.m. no later than three (3) working days following bid opening and shall comply with the following requirements:

a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.

b. The party filing the protest must have actually submitted a bid for the Project. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.



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- d. The protest must include the name, address and telephone number of the person representing the protesting bidder.
- e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5 p.m. no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- g. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.
- h. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the District.
- i. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business.



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BID PROPOSAL FORM

Governing Board

Redwoods Community College District

Dear Members of the Governing Board:

The undersigned, doing business under the name of _____, having carefully examined the Notice Inviting Bids, the Instructions to Bidders, the Specifications for the vehicles sought by the District, and all other Contract Documents for the Vehicle Purchase Project (“Project”), proposes to furnish all required materials and equipment, including all delivery costs and taxes, services and labor required for the provision of the vehicles specified, in strict conformity with the Contract Documents, including the Specifications, as follows.

Note: Bidders may submit bids for one or more vehicles.

BASE BID:

(1) Fine Woodworking Program Passenger Minivan Bid:

- a. Model year: _____
- b. Make: _____
- c. Model: _____

For the sum of _____ Dollars (\$ _____).

(2) Maintenance Cargo Minivan Bid:

- a. Model year: _____
- b. Make: _____
- c. Model: _____

For the sum of _____ Dollars (\$ _____).



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The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

ADDENDA:

Receipt of the following addenda is hereby acknowledged:

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Respectfully submitted,

Company: _____

Address: _____

By: _____

(Please Print Or Type)

Signature: _____

Title: _____

Date: _____

Telephone: _____

Required Attachment

Signed Non-Collusion Declaration



REDWOODS COMMUNITY COLLEGE DISTRICT

2014-15 Public Bid for the Vehicle Purchase Project

NONCOLLUSION DECLARATION

To be executed by the bidder and submitted with the bid.

_____, declares that he or she is _____ of _____, the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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; that all statements contained in the bid are true and correct; and, further, that 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature



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2014-15 Public Bid for the Vehicle Purchase Project

NOTICE OF AWARD

To:

Project Description: Vehicle Purchase Project

The District has considered the bid submitted by you for the above described work in response to its Notice Inviting Bids for the Project.

You are hereby notified that your bid has been accepted in the amount of: _____
_____ (\$ _____)
for the following vehicle(s): _____

If you fail to execute the Contract and to furnish the insurance within ten (10) calendar days from the date of issuance of this Notice, the District will be entitled to consider all your rights arising out of its acceptance of your bid as abandoned. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District.

Dated this _____ day of _____, 2015.

By _____
Authorized District Signature



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2014-15 Public Bid – Notice of Award for the Vehicle Purchase Project

Receipt of this above Notice of Award is hereby acknowledged by:

_____, this is the _____

day of _____, 2015.

By _____

Title _____