



City of Commerce
P.O. Box 348
Commerce, GA 30529
Phone/Fax: (706) 336-3297
Email: tommyh@commercega.org

REQUEST FOR BID

Bid Availability Date: October 24, 2016

Bid Number: RFB 17-003

Bid Name: **Patrol Vehicles 2016-2017**

Contract: One Time Purchase issued by Purchase Order

The City of Commerce is soliciting bids for the purchase of 6 (six) Dodge Charger Pursuit Vehicles & 1 (one) Ford Explorer Pursuit Vehicle
Specifications, terms and conditions are contained herein.

2017 Dodge Charger Pursuit Vehicles

Factory Specifications Desired (known order codes)

- Customer preferred Package (29A)
- 5.7L V8 370 HP Hemi engine
- Color “Billet Silver” (PSC)
- LED drivers spot lamp (LNX)
- Cloth front Seats? Vinyl rear bench (X5DV)
- Inoperable rear locks, handles & windows (CW6)
- 5 Speed Automatic transmission w/auto stick
- Rear wheel drive
- Electric stability control
- Police ABS 4-wheel HD disc brakes
- P225/60R 18 BSW Performance tires
- Full Size Spare
- 6-way power driver’s seat
- Power windows & door locks
- Bright hub caps
- AM/FM voice command w/Bluetooth
- Rear view mirror w/Microphone
- Black vinyl floor covering
- 2.62 rear axle ratio
- Speed control/tilt telescope steering wheel
- Air conditioning
- Remote proximity keyless entry
- Red/white center dome light
- Sentry key theft deterrent system

2017 Ford Explorer 4-door AWD Police Package

Factory Specifications Desired with (known order code)

- .112.6" Wheel Base (KA8)
- Color Black (G1)
- Cloth Front seats/Vinyl Rear (9W)
- Ebony Black Interior (w)
- Equip GRP Premium CD player (500A)
- 3.5 V6 ECOBOOST (99T)
- 6 speed auto transmission (44C)
- Keyless entry (595)
- Deflector plate (76D)
- Front head lamps (86P)
- Spot Lamp (51R)
- Speed control/tilt telescope steering wheel
- Air conditioning
- Red/white center dome light
- 18" 5-Spoke painted black steel wheels with center caps (5th wheel is full-size spare)
- Inoperable rear locks, handles & windows (CW6)

The bidder may give quotations on any one or more items and may offer alternates.

BID DUE DATE/TIME: November 28, 2016 at 2:30pm EST

RETURN BID VIA: fax, email, mail, or deliver to:

Phone/Fax: 706-336-3297

Email: tommyh@commercega.org (PDF Format Only)

Delivery:

City of Commerce

Attn: Purchasing Agent – Bid #

P.O. Box 348

27 Sycamore St.

Commerce, GA 30529

Direct all questions concerning this bid to:

Tommy Heffernan

Purchasing Agent

(706) 3367-3297

tommyh@commercega.org

1. GENERAL INFORMATION FOR BIDDERS:

- a. From the issue date of this Request for Bid (RFB) until an award has been announced, vendors shall not communicate with any City of Commerce elected official or employee, with the exception of the name stated above or the Finance Director, concerning this RFB or any information herein.

- b. Whenever the terms “shall”, “must”, “will”, or “is required” are used in the RFB, the item being referred to is a mandatory requirement of this RFB and failure to meet any mandatory requirement may be cause for rejection of the bid.
- c. All amendments and or addendums will be posted on the City of Commerce Website, www.commercega.org and it is the bidder’s responsibility to check this site on a regular basis. The City will not be responsible for any information not viewed by bidders.

2. QUOTATIONS

- a. The City of Commerce reserves the right to:
 - i. waive formalities and technicalities in any quotation;
 - ii. reject any and/or all quotations when in the City’s judgment;
 - iii. accept the quotation that in its judgment will be in its best interest;
 - iv. purchase from any source, in part or in whole any supplies, equipment or services;
 - v. at its option, award on individual items or on a lump sum basis;
 - vi. award this bid to the vendor who in the City’s opinion is most responsive and responsible and will perform in the best interest of the City;
 - vii. negotiate final product and final price.
 - b. Price alone will not be the determining factor in award of this bid.
 - c. The bidder may give quotations on any one or more items and may offer alternate where indicated. No substitutes will be accepted once order is placed.
- 3. PRICE:** Prices quoted shall include all costs and charges to include, but not limited to purchasing, packing, transporting the equipment and/or services described herein. The City of Commerce is exempt from state sales tax. All fees shall be included in the bid price. Bidders must quote based on the bid unit listed.
- 4. SAMPLES:** If samples are requested by the City of Commerce, they shall be at no charge to the City and will become property of the City, unless return is requested by the bidder in writing in their bid. Return of samples will be at bidder’s expense.
- 5. AWARD:** This bid may be awarded to multiple vendors if it is in the best interest of the City.
- 6. SAFETY:** Material Safety Data Sheets shall be provided for all applicable items.
- 7. DELIVERY:** Delivery of all materials from this quotation must be FOB destination to the City of Commerce. Delivery shall be made within the vendor’s quoted days after receipt of order. Any item(s) not delivered within the time limit may be cancelled by City at no expense to same. No deliveries are accepted on Saturdays, Sundays or holidays. **DELIVERY SHALL BE ACCOMPLISHED ON WEEKDAYS BETWEEN 8:00AM AND 3:30PM EASTERN TIME.**
- 8. INSPECTION:** All merchandise and services shall be subject to inspection after arrival at destination or completion of work. In case any items are found to be defective or otherwise not in conformity with specifications or statement of work, the City has the right to reject such items and/or services and return them at bidder’s expense.
- 9. PAYMENT:** The City of Commerce shall make payment for goods and services within thirty (30) days upon receipt, inspection and acceptance by City personnel and receipt of invoice. Payment will be made by check.
- 10. FACILITIES AND EQUIPMENT:** The bidder shall be responsible for the protection of the City of Commerce premises and property, and will be held liable for any damages

caused by the bidder, bidder's employee(s) or bidder's agent(s) during the execution of this bid, resultant purchase orders or contracts.

11. INTERPRETATION: If a bidder contemplating submitting a price quotation is in doubt as to the true meaning of any part of these documents, submit a request for interpretation to the Purchasing Agent via the contact information listed in this document. All such interpretations will be posted on the City of Commerce web page.

12. INDEMNIFICATION:

a. The bidder does hereby indemnify and shall hold harmless the City of Commerce, its council members, employees, agents, and servants (each of the forgoing being hereafter referred to individually as "Indemnified Party") against all claims, demands, causes of actions, actions, judgments or other liability including attorney's fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with the Bidder's performance or failure to perform this agreement, including but not limited to:

- i. All injuries or death to persons or damage to property, including theft.
- ii. Bidder's failure to perform all obligations owed to the bidder's employees including any claim the bidder's employees might have or make for privilege, compensation or benefits under any HCBOE benefit plan.
- iii. any and all sums that are due and owing to the Internal Revenue Service for withholding FICA, and unemployment or other State and Federal taxes.

b. The bidder's obligation to indemnify any Indemnified Party will survive the expiration or termination of this agreement by either party for any reason.

13. TERM OF CONTRACT: By submitting a bid in response to this RFB, the bidder is agreeing to guarantee bid prices for the period beginning with bid award and ending Sixty (60) days after submittal. The term may be extended for a period of six months upon agreement of both parties.

14. BID SUBMITTAL REQUIREMENTS: Each Bid shall be submitted to the Purchasing Office and shall include the following documents:

- a. A Signed copy of this RFB,
 - i. Original signature of an agent authorized to bind the company;
 - ii. Contact information
- b. Company W-9 Form
- c. Pricing & specification for requested vehicles, as well as any recommended alternatives.

18. BID RECAP:

- A. A bid summary shall be published on the City of Commerce Website
- B. A bid summary is available to all other requesters at no charge if requested within thirty days of bid award.
- C. After thirty days of bid award, bid documents are available under the Georgia Open Records Act. A written request must be made to the City of Commerce.

OTHER: The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFB, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

SUBMITTED BY _____ DATE _____

TITLE _____ EMAIL: _____

COMPANY NAME _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE NUMBER _____ FAX NUMBER _____

COMPANY WEBSITE _____

SIGNATURE _____