



City of Commerce

P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Phone: (706) 336-3297
Fax: (706) 336-3297
Email: tommyh@commercega.org

You are invited to submit a bid to the City of Commerce, Commerce Georgia for Patrol Vehicle Equipping. Attached hereto are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Invitation to Bid (RFB) shall not be changed or superseded except by written addendum from The City of Commerce Purchasing Department. Failure to comply with the written requirements for this (RFB) may result in disqualification of the submittal by The City of Commerce.

The City of Commerce reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the best interest of the city.

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFB ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

RFB 17-006

**CITY OF COMMERCE, GEORGIA
REQUEST FOR PROPOSAL
FOR
Patrol Vehicle Equipping**

BID OVERVIEW

1 PURPOSE

The City of Commerce is to purchase multiple patrol vehicle equipping.

1.1 INFORMATION TO VENDORS

RFB TIMETABLE

The anticipated schedule for the RFB is as follows:

RFB Available	October 31, 2016
Deadline for questions (DUE)	November 16, 2016 @ 12pm (1 WEEK BEFORE DUE)
Submittal deadline	November 30, 2016 12:00pm, local time prevailing

1.2 RFB SUBMISSION

1.2.1.1 One (1) fully executable (signatures included) electronic copy of the response in PDF format.

1.2.1.2 One (1) original, two (2) copies of the complete submittal must be received by submittal deadline (see 1.1). Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFB Number and title to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Attn: Purchasing Agent

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 4:30 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

1.3 ADDITIONAL INFORMATION/ADDENDA

The City of Commerce will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFB or in any addendum to this RFB. Where there appears to be a conflict between the RFB and any addenda issued, the last addendum issued will prevail.

Addenda will be published at www.commercega.org under the “Doing Business Here” tab. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP & Bid Communications can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor’s receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the owner’s requirements

1.4 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.5 REJECTION OF BID

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure. ***Submittals received after said time or at any place other than as stated in the notice will not be considered.***

1.6 MINIMUM RFB ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 30 days from the date specified for receipt of submittals.

1.7 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFB, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a proposal, the vendor represents and warrants that no official or employee of the City of Commerce has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

1.8 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFB to the City of Commerce, or any work performed in connection therewith is the responsibility of the vendor(s).

1.9 RFB OPENING

Bids will be opened and reviewed by a city committee. Their recommendation will be given to City Council for awardment. A list of companies responding to the RFB may be obtained from the Purchasing Agent, shortly after the RFB due date and time stated herein.

1.10 TAXES. The selected vendor will be provided with the City of Commerce Sales and Use Tax Certificate of Exemption number upon request.

1.11 VENDOR INFORMATION

All submissions shall include a current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Agent with copies of that state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

1.12 DELIVERY

1.12.1 Delivery of all materials 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 the same. No deliveries are accepted on Saturdays, Sundays or holidays. DELIVERY SHALL BE ACCOMPLISHED ON WEEKDAYS BETWEEN 8:30AM AND 3:30PM EASTERN TIME.

1.12.2 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.

1.13 TERMINATION

Federal, State, and other Local government agencies may terminate this Agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this Agreement. Customer shall be obligated for any future annual period if Company is not notified in writing at least thirty (30) days prior to the beginning for the annual period for which non-appropriation is being claimed.

1.14 ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective contractors certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over \$10,000 the provisions in 1.15.1 and 1.15.2. apply:

1.15.1 During the performance of this contract, the contractor agrees as follows:

1.15.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.15.1.2 The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

1.15.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.15.2 The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.15 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.

1.16 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFB unless clearly and specifically noted otherwise in the BID

1.18 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.

1.19 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.

1.20 TRADE NAME

Bidders are required to indicate the brands and models of merchandise and/or services quoted. Unless listed as "brand/model only", brand names and models listed in specifications are used as a standard of quality and/or clarification of desired product.

1.21 MARKING

Merchandise in full cases shall have an identification marking on the outside of the case. Each case, shipping container, etc. shall be marked with the Purchase Order Number supplied by the City.

1.22 SAFETY

Material Safety Data Sheets shall be provided for all applicable items.

Scope of Service & Equipment Specifications

- 2 **One (1), 2017 Ford Explorer Pursuit Vehicles** - The City of Commerce intends to purchase one (1) 2017 Ford Explorer Pursuit Vehicle. Below is the desired equipment and the estimated quantity of items needed to equip it for service. No substitutes will be accepted for highlighted items. If a vendor bids/suggests alternative equipment form those listed, an explanation of compatibility is required.
- 2.1 1 Qty -Whelen Legacy Duo LED light bar Blue/White scene light with CCSRN36 & SA315P/ Sapphire Siren & Control Center 100 Watt Speaker & Bracket.
- 2.2 1 Qty- Jotto Desk Horizontal max depth contour console. 425-6479
- 2.3 2 Qty- Soundoff Signal M Power Fascia dual color 12 LED Blue/White (2 mounted on the lower portion of push bumper)
- 2.4 1 Qty- Vertical Dual Weapon Mount
- 2.5 1 Qty- Fire Extinguishers W/Brackets
- 2.6 1 Qty- Westin Pit Bar Elite W/ Wraps and Pit Bar for bumper 36-2055/36-2055PB/36-2055W. With 4 light channel option for Soundoff Signal N Force light heads. 36-6005S4. (Complete 3 Piece Configuration)
- 2.7 4 Qty- Soundoff Signal N Force Surface Mount Blue/White light heads for Westin push bumper.
- 2.8 2 Qty- Soundoff Signal M Power Fascia dual color 12 LED Blue/White. (Mounted on the side of the push bumper)
- 2.9 1 Qty- 3 Outlet 12V Outlet Box. USB &12V Connections
- 2.10 1 Qty- Graphics for Vehicles.
- 2.11 1 Qty- Motorola XPR 5550 Radio
- 2.12 1 Qty- Window Tinting
- 2.13 1 Qty- American Aluminum K-9 Full Kennel w/window guards & door panels, without prisoner transport. E/Z Spill proof water dish/E/Z Rubber Mat. E/Z Coolguard system. Remote Door Opening System.
- 2.14 1 Qty- Cargo/Cabinet slide drawer for the rear cargo area of suv.

3 2017 Dodge Charger Pursuit Vehicles - The City of Commerce intends to purchase six (6) 2017 Dodge Chargers. Below is the desired equipment and the estimated quantity of items needed to equip all six vehicles for service. No substitutes will be accepted for highlighted items. If a vendor bids/suggests alternative equipment from those listed, an explanation of compatibility is required.

3.1 6 Qty -Whelen Legacy Duo LED light bar Blue/White scene light with CCSRN36 & SA315P/ Sapphire Siren & Control Center 100 Watt Speaker & Bracket.

3.2 6 Qty- Jotto Desk Horizontal contour console 15'' faceplates. JD-425-6636 Upper Structure arm rest

3.3 JD-425-6260. Jotto Desk dual cup holder, faceplate mount JD-425-3704.

3.4 12 Qty- Soundoff Signal Ghost Blue LED, Black Housing & Universal Mount (2 mounted above the license plate of each car)

3.5 6 Qty- License Plate Brackets (Horizontal)

3.6 14 Qty- Soundoff Signal M Power Fascia dual color 12 LED Blue/White (2 mounted on the lower portion of the push bumper)

3.7 6 QTY- Setina Partition that includes Lower Extension Panels/Recessed Panel Extra Legroom Partition W/Horizontal Sliding Center Window.

3.8 6 Qty- Setina Dual Weapon Mount for Partition.

3.9 6 Qty- Stalker Dual SL KA Band Radar W/Same Direction Tracking.

3.10 6 Qty- Fire Extinguishers W/Brackets

3.11 6 Qty- Stop Sticks Mounted in Trunk. 9' 3 sticks

3.12 6 Qty- Westin Pit Bar Elite W/ Wraps and Pit Bar for bumper 36-2035/36-2035PB/36-2035W. With 4 light channel option for Soundoff Signal N Force light heads. 36-6005S4. (Complete 3 Piece Configuration)

3.13 14 Qty- Soundoff Signal M Power Fascia dual color 12 LED Blue/White. (Mounted on the side of the push bumper of each car)

3.14 4 Qty- Soundoff Signal N Force Surface Mount Blue/White light heads for Westin push bumper.

3.15 6 Qty- Soundoff Signal Ultralite 8 Module/ 8 LED Heads W/Mounting Brackets All Blue.

- 3.16 6 Qty- Streamlight Stinger LED HPL, DC Charger.
- 3.17 6 Qty- Soundoff Signal Taillight Flasher for 2017 Dodge Charger.
- 3.18 6 Qty- Jotto Desk 3 Outlet 12V Outlet Box. USB &12V Connections
- 3.19 6 Qty- Graphics for Vehicles.
- 3.20 6 Qty- Motorola XPR 5550 - Radio
- 3.21 6 Qty- Window Tinting

4 Materials and Workmanship - All equipment, materials, parts, and workmanship are required to be furnished, will be of the highest grade in accordance with modern practice. The equipment supplied will be new and unused, except for necessary testing, calibration, and transportation.

5 Warranty - The vendor shall warranty or guarantee all installed equipment and will cover all items furnished in accordance with these specifications. The minimum warranty period on new equipment will be one (1) year from the date of installation. Vendors are expected to deal with the manufacturer on any equipment failures within the warranty period.

6 Exceptions and Alternate Bids - Major exceptions to the component list and specification requirements, or failure to submit requested information will be considered sufficient cause for rejection of a proposal. The specifications describe the components and/or system that are necessary to meet the performance requirements of the City. Alternate Bids must meet the intent of the specifications, and any deviations to the specifications will be clearly delineated on the Contractor Information Sheet.

7 PROCEDURES & MISC. ITEMS

7.1 The project will be administered by the City of Commerce through the Purchasing Agent being the main point of contact for all questions during the preliminary procedures. After a contract or bid is awarded a project manager will be designated.

7.2 All questions shall be submitted in writing (e-mail is preferred) and relevant questions shall be posted on our website.

7.3 All materials submitted in connection with this RFB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of

America and the open records policies of the City of Commerce. All such materials shall remain the property of the City of Commerce and will not be returned to the respondent.

- 7.4 All respondents to this RFB shall hold harmless the City of Commerce, and any of their officers and employees from all suits and claims alleged to be a result of this RFB. The issuance of this RFB constitutes only an invitation to present a bid. The City of Commerce reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFB. The City of Commerce also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFB is withdrawn or the project canceled for any reason, the City of Commerce shall have no liability to any respondent for any costs or expenses incurred in connection with this RFB or otherwise.
- 7.5 Failure to submit all the mandatory forms from this RFB package shall be just cause for the rejection of the qualification package. However, the City of Commerce reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
- 7.6 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however. The City of Commerce reserves the right to withhold fifteen percent (15%) of the total cost until the City's Project Manager certifies the project as satisfactory and complete.
- 7.7 In case of failure to deliver goods in accordance with the contract terms and conditions, The City of Commerce, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City of Commerce may have.
- 7.8 By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- 7.9 Any contract resulting from this RFB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations.

7.10 It is understood and agreed between the parties herein that the City of Commerce shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

8 **FINAL SELECTION** Following review of all qualified proposals, selection of a suitable vendor, a recommendation will be made to the City of Commerce by the project representative. Following approval, the City will complete negotiations.

8.1 The City of Commerce reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals. Every vendor submitting a proposal must complete the form showing compliance with the **Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1)**. The form is provided with this RFB package.

8.2 Evaluation Method The City will evaluate all bids deemed responsive to this invitation by a committee selected by the City of Commerce. Discussions may take place with the short-list vendors to ensure clarification. The award will be based upon the proposal that is determined to be the most advantageous to the City.

Attachments

Please Complete & Return with Submittal



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____
Addendum No _____
Addendum No. _____
Addendum No. _____

Authorized Representative/Title (Print or Type) Authorized Representative (Signature) (Date)

Vendors must acknowledge any issued addenda. Submittals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the owner's requirements.