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November 9, 2009

110 North 11<sup>th</sup> Street  
Palatka, FL 32177  
Contact: Asst. Chief James Griffith  
(386) 329-0115 ext. 219

BID TITLE: PATROL VEHICLES 2009

### INSTRUCTIONS TO BIDDERS

Included herein are General Terms and Provisions (Part A); the Special Provisions (Part B); the General Requirements and Technical Specifications (Part C) and the Bid Response (Part D), which together with all attachments, constitute the entire "Bid Package". Said bid package must be the basis upon which all bids are offered and the same (the entire bid package) must be kept together and returned, intact, by the time and at the place herein specified. The bidder must manually sign the General Terms and Provisions (Part A) and Bid Response (Part D). Any questions concerning this bid package should be directed to the Contact whose name appears above, page 2.

When awarded, the bid package becomes the "**Contract Document**". The Bidder's signature on the bid constitutes Bidder's agreement to the terms therein. **READ THE ENTIRE BID CAREFULLY BEFORE SIGNING.**

### NOTICE TO BIDDERS

**WHEN SUBMITTING A SEALED BID, ALL BIDS SHOULD BE CLEARLY MARKED AS A BID DOCUMENT. THIS IDENTIFICATION SHOULD INCLUDE THE BID TITLE AND DATE DUE ON THE OUTSIDE OF THE ENVELOPE.**

**VENDOR: *(Insert company name and address below)***

**BID TITLE: CITY OF PALATKA POLICE DEPARTMENT VEHICLES 2010**

**BID DUE DATE: December 14, 2009 / 5 PM - Bids will be received until 5:00 PM, December 14, 2009**

**OPENING DATE & TIME: December 16, 2009 @ 10:00 AM, Palatka Police Department**

## **PART A - GENERAL TERMS AND PROVISIONS:**

1. **Bids:** Must be contained in a SEALED envelope addressed to: Gary Getchell, Chief of Police, 110 North 11<sup>th</sup> Street, Palatka, FL 32177. **To prevent inadvertent opening, the bid package must be marked as a BID DOCUMENT (including the bid title, date and time of bid opening) on the outside of the envelope.**  
If our specifications, when included in our Request for Bid, are not returned with your bid, and no specific reference is made to them in your bid, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, vendor's or manufacturer's specifications which accompany the bid contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your bid response.
2. **The responsibility** for getting the bid to the Palatka Police Department on or before the stated time and date will be solely and strictly the responsibility of the bidder. The Palatka Police Department will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt. Such bids shall be returned to the vendor unopened with the notation "This Bid Was Received After the Time Designated For the Receipt and Opening of Bids".
3. **Time for Consideration:** Bidder warrants by virtue of bidding the prices quoted in his bid will be good for an evaluation period of thirty (30) calendar days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their bids after the opening time and date.
4. **Prices:** All bids submitted must show the net bid price after any and all discounts allowable have been deducted. Monthly payment on Lease price should be listed in addition to overall price of vehicle. **Price(s) bid is/are to be the (DELIVERED PRICE).** State sales tax and federal excise taxes shall not be included as the City of Palatka/Palatka Police Department is tax-exempt for materials sold directly to them. The police department will issue exemption certificates to the successful bidder when requested. Bidders shall provide prices on unit cost per vehicle, plus prices for Add and Delete Options. The Bidder's attention is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this bid matter and that all applicable taxes and fees shall be deemed to have been included in the Bidder's proposal as part of his materials cost, when applicable.
5. **Financing:** Financing for the lease, purchase, or lease/purchase agreement may be arranged by dealer. **Closed-end lease agreements only.** The purchase price including equipment shall be listed as well as the monthly lease price. **The City of Palatka reserves the right to arrange financing utilizing the purchase price listed by the bidder.**
6. **Bid Errors:** When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the bidder.
7. **Condition of Materials & Packaging:** Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this bid shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
8. **Claims:** The successful bidder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. **Brand or Manufacturer's Name:** Specifications contained herein, in some cases, may refer to manufacturers' names, trade names, brand names. When used, they are the initial preference of the buyer, but the information is generally for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The supplier should notify the buyer of replacements of suggested materials or products.  
The determination as to whether any alternate product or service is or is not equal, shall be made by the Palatka Police Department and such determination shall be final and binding upon all bidders. (Refer to Section B, item 13 for further on substitutions)
10. **Information and Descriptive Literature:** Bidder must furnish all information requested in the bid. If specified, each bidder must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered.

Reference to literature submitted with previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

- 11. **Bid Submittal Costs:** Submittal of a bid is solely at the cost of the bidder and the City of Palatka/Palatka Police Department in no way is liable or obligates itself for any cost accrued to the bidder in coming up with the Bid Submittal.
- 12. **No Bid:** If the receipt of this request for quotation is not acknowledged, Bidder's name may be removed from the bidders' mailing list.
- 13. **Compliance with Occupational Safety and Health Act:** Bidder certifies that all material, equipment, etc., contained in his bid meets all O.S.H.A. requirements.
- 14. **Acceptance and Rejection:** The City of Palatka/Palatka Police Department, reserves the right to reject any or all bids, for cause, to waive technicalities, formalities and irregularities, if any, in any bid, and to accept the bid or bids which in the judgment of the Chief of Police is in the best interest of the City of Palatka.
- 15. **Public Entity Crimes:** Pursuant to Florida Statute 287.132 and 287.133, effective July 1, 1989, the City of Palatka, as a public entity, may not accept any bid or proposal from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (currently \$25,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute. If you submit a bid or proposal in response to this request, you are certifying that Florida Statute 287.132 and 287.133 does not restrict your submission.
- 16. It is important that vendor visit sites where services, if applicable, are to be provided to become familiar with the scope of the effort required.
- 17. **Partial Bids** – Bids will be accepted for separate sections of this package, (vendors may bid on one type of vehicle specified and not another if they do not supply that type of vehicle). For example; a vendor may bid on the Administrative Vehicles specified and not bid on the Pursuit Vehicles specified.
- 18. **Disputes:**

Any prospective bidder who disputes the reasonableness or appropriateness of the notice of award, on notice of rejection, for any or all proposals will submit a notice of protest in writing within 72 hours (excluding official holidays, Saturdays and Sundays) to the City of Palatka, City Managers Office by registered mail.

The City Manager will have five working days upon receipt of this notice to meet and consider the dispute as written. At that time additional information and/or meeting from the vendor may be requested to gain further clarification of the issues.

After review, the City Manager will respond to the vendor(s) with his/her decision in written form. This decision and the basis upon which it was made will be communicated within 5 working days following the receipt of the recommendation from the Clerk's Office.

A single appeal of the City Manager's decision is available by submitting a notice in writing within 72 hours (excluding official holidays, Saturdays and Sundays) requesting a Management review of the decision.

- 19. Specifications are attached.
- 20. General Terms and Provisions outlined above are acknowledged. Our Bid package is attached.

Date \_\_\_\_\_ Signed \_\_\_\_\_  
Company Officer

\_\_\_\_\_  
Company Name

NOTE: THIS MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 20. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED ON THE EXCEPTION PAGE IN YOUR BID RESPONSE.

**PART B - SPECIAL PROVISIONS**

1. **IN GENERAL**

The purpose of these specifications is to describe the requirements of the City of Palatka Police Department for the purchase of new, year 2010 models, Patrol Vehicles as specified within. We estimate to purchase or lease eight (8) (+or-) Patrol Sedans (4 door, front or rear wheel drive sedans). The actual amount to be determined at a later date when the purchase orders are issued.

**Vehicles to be purchased or leased:**

<b>Item #</b>	<b>Vehicle Description</b>	<b># to order</b>
<b>#1</b>	<b>Patrol Vehicles (4 door sedan / marked)</b>	<b>eight (8)</b>

We desire to take delivery of vehicles ordered against this contract within sixty (60) days after receipt of purchase order to the awarded vendor(s). Specify delivery schedule in your bid response. **Delivery during the period of May 17, 2010 through May 31, 2010, no later than May 31, 2010.** Late fees equal to excess charges on past lease plan owed by City of Palatka will be charged to vendor. All deliveries must be scheduled with the Fleet Manager, Asst. Chief James Griffith to his designated destination. To schedule contact him at (386) 329-0115 ext. 219

3. **BID SUBMITTAL**

All bids will be submitted in single copy format and assembled, in page number order, to insure that each bid is reviewed and evaluated properly. If additional pages are required for further description, 8-1/2" x 11" sheets must be used. **DO NOT DEVIATE FROM THIS FORMAT.** Bids should be as concise as possible without omitting any necessary details.

4. **BID OPENING**

At bid opening, only bidders names and individual prices will be read; a bid summary sheet will be prepared and made available when all unit tabulations have been reviewed, verified and an award has been recommended or within ten (10) days after the opening date, whichever is earlier.

5. The Request for Bid and any addenda issued may be obtained from the City of Palatka website at <http://www.co.putnam.fl.us/palatka/> and clicking "Bids". All updates and changes to the Request for bid will be posted on the website and Proposers are encouraged to check daily for new information or updates. Each bidder is required before submitting a proposal to be thoroughly familiar with the requirements and specifications listed in this Request for Bid. Additional allowances will not be made due to bidders lack of knowledge relating to the terms, conditions and specifications contained within this Request for Bid. It is the responsibility of the bidder to determine if any component(s) of this specification do not meet the required standards of applicable Federal Law or specifications.

6. **CONTRACT PERIOD**

The contract shall be effective on date of delivery of vehicles.

7. **APPROPRIATIONS OF FUNDS**

The Palatka Police Department, as an entity of Government, is subject to the appropriation of funds by the City of Palatka Commission in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which the contract shall remain in effect. The Palatka Police Department shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.

8. AWARD

The Palatka Police Department reserves the right to award to the lowest responsible and responsive bidder(s) meeting initial or modified specifications by manufacturer. The Police Department reserves the right to reject any or all bids, to waive any informality, in whole or in part, and/or make awards either by over all, or by line item or as a total combined bid, whichever is in the best interest of the City of Palatka.

In the event two (2) or more vendors have submitted the lowest and best bids, preference may be given in the award in the following order. First, to the vendor who has his/her principal place of business in Palatka, Florida; second, to the vendor who has a place of business in Palatka; and, third, if the vendors involved in the "tie bid" situation are all located inside/outside Palatka/Putnam County, the toss of a coin will be used to break the tie.

Award notification will be sent to vendors receiving a bid award. Bid results will also be available at the City of Palatka web site. If you do not have internet access, and would like a copy of the bid results, contact the Palatka Police Department at (386) 329-0115.

9. ADDITION/DELETION

The City of Palatka/Palatka Police Department reserves the right to add or delete any items from this request for proposal, resulting bid or resulting contract(s) when deemed to be in the best interest of the City of Palatka.

10. DEFAULT

The contract may be cancelled or annulled by the City of Palatka and/or the Palatka Police Department in whole or in part by written notice of default to the awardee upon nonperformance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. Failure of the contractor to deliver materials or services within the time stipulated in these specifications, unless extended in writing by the Chief of Police, shall constitute contract default. Vendors who default on contracts may be removed from the vendor mailing lists for future contracts at the discretion of the City of Palatka.

11. NEXT LOW BIDDER

In the event of a default by the awarded vendor, the Palatka Police Department reserves the right to utilize the next low bidder as the new awardee. In the event of this occurrence, the next low bidder shall be required to provide the bid items at the prices as contained on their proposal for this specification for the remainder of the award period.

12. CANCELLATION

When deemed to be in the best interest of the City of Palatka, any award(s) resulting from this specification may be cancelled by the following means:

- a. Ten (10) days written notice with cause, or;
- b. Thirty (30) days written notice without cause.

13. SUBSTITUTION

The awardee(s) shall not substitute items for like items unless there has occurred some mishap causing a shortage of said items. Such measures may only be enacted after verifying that it will be allowed by the Palatka Police Department. Any violation of such procedure will be considered cause for cancellation. All substitutes or modifications to the specifications shall be submitted for approval by a written CHANGE ORDER.

14. INVOICING AND PAYMENTS

Vendors may invoice the City of Palatka for material(s) orders as shipped. The invoice shall show: **Shipping location, Purchase Order Number, Price, Date, Make, Model and Serial Number (VIN) of Vehicle.**

Timely payment of invoices is incumbent upon the City of Palatka and in most cases payment should not exceed thirty (30) days from date of final acceptance by the Fleet Manager. Invoices should be mailed to:

City of Palatka  
Attention: Finance Director  
201 North 2<sup>nd</sup> Street  
Palatka, FL 32177

A properly executed invoice, with supporting documents, must be approved by the Palatka Police Department appointed personnel and such approval conveyed or forwarded to the Finance Director.

15. EMERGENCY

If and when an emergency requirement should occur, the City of Palatka reserves the right to deviate from this contract and procure the item(s) from the most available source.

16. GOVERNMENT PURCHASING COUNCILS

All bids received on this specification shall be considered as bids to all members of the City of Palatka. Said members may, at their discretion, utilize this bid as required.

Usage figures/dollar values, when inserted, are estimates as provided by these entities, and are in addition to figures given in the following response pages. Figures are estimates only, and not binding upon the City of Palatka or any of the entities listed above.

17. EVALUATION OF BIDS

Bids received which are higher than the current Florida State Contract and/or the Florida Sheriff's Association Vehicle contract may not be considered. Bids which are equal will be determined by a "Tie Breaker" method to make an award. A bid tabulation will be mailed to all bidders after evaluation and an award has been made.

The Palatka Police Department/City of Palatka, Florida, reserves the right to reject any or all bids, for cause, to waive irregularities, if any, in any bid, and to accept the bid or bids which in the judgment of the Palatka Police Department is in the best interest of the City of Palatka.

18. CONTRACTUAL OBLIGATIONS

The successful Bidder may not sublet or subcontract any the contractual obligations concerning this bid matter between the Palatka Police Department and the Bidder. This statement does not prohibit subcontracting of non-factory installed equipment (where applicable within the specifications), but does prohibit subcontracting overall management obligations pertaining to the work or equipment and requires the Bidder to retain ultimate liability for all contractual obligations.

19. EXCEPTIONS TO BID

All bid submittals must clearly state with specific detail all deviations to the requirements imposed upon the Bidder by the General Terms and Provisions (Part A), the Special Provisions (Part B) and the General Requirements and Technical Specifications (Part C). Such deviations should be stated upon the Bid Proposal (Part D) or appended thereto. Bidders are hereby advised that the Palatka Police Department/City of Palatka will only consider bids that meet the specifications and other requirements imposed upon them by this bid package. In instances, where an exception is stated upon the Bid Proposal (Part D), said bid will be subject to rejection by the Palatka Police Department/City of Palatka in recognition of the fact that said bid does not meet the exact requirements imposed upon the Bidder by the General Terms and Provisions (Part A), the Special Provisions (Part B) and the General Requirements and Technical Specifications, (Part C). **This will not prohibit the City of Palatka/Palatka Police Department from deviating from specifics when deemed necessary due to specification errors or conflicts. (Refer to Section C, Item 13)**

## PART C - GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

### SECTION 1 - GENERAL REQUIREMENTS

These general guidelines apply to all types of vehicles specified in this bid package.

#### 1. CONDITIONS

In addition to equipment specified by these specifications, vehicles shall be equipped with all "Standard Equipment" as specified by the manufacturer for the model offered for bid and shall comply with all EPA Emission Standards and all Federal Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- a. Complete lubrication of chassis, engine, and operating mechanisms with manufacturer's recommended grades of lubricants;
- b. Check all fluid levels to assure proper fill;
- c. Adjustment of engine to proper operating condition;
- d. Check to assure proper operation of all accessories, gauges, lights, air conditioning and other mechanical features;
- e. Front-end alignment and wheels balanced, including full size spare tire;
- f. Focusing of headlights;
- g. Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. **DO NOT** remove window price sticker;
- h. Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- i. Paint and body conditions;
- j. Interior trim and cleanliness;
- l. Air conditioning check, front and rear (where applicable);
- m. Proper operation of all additional equipment installed by bidder or subcontractors

#### 2. Certified Speedometer (All Vehicles)

The speedometer shall be calibrated and accurate to within 2 MPH at all speeds to 120 MPH. Face marking shall not be in increments greater than 2 MPH up to 120 MPH

If the speedometer is not correct, any expense incurred to correct speed to gear or tire size shall be borne by the successful bidder.

#### 3. OPERATING PERFORMANCE (Pursuit Vehicles Only)

Vehicle must be suitable for traffic standards of performance and other law enforcement operational needs and meet or exceed minimum standards of performance, as specified in the Michigan State Police Report for current year 2010 Police Patrol Vehicle Evaluation and purchasing Program Report:

- a. Acceleration
- b. Braking
- c. Top Speed

4. DELIVERY AND ORDER REQUIREMENTS

- a. Bidder shall state in their bid response for each specification the estimated required time for delivery, after receipt of the purchase order.
- b. Contractor shall place order(s) with the manufacturer within five (5) calendar days after receipt of purchase order.
- c. A "Confirmation of Order" form shall be filled out against all orders placed under this contract. A copy of the form will be provided along with the purchase order. Return the form to the buyer within five (5) calendar days after receipt.
- d. It is the contractors responsibility to make sure vehicle(s) are ordered from the factory in accordance with the specifications and requirements of the bid document.
- e. Contractor shall schedule delivery of vehicle(s) with the Fleet Manager, within fourteen (14) calendar days after the contractor takes receipt of the vehicle(s) from the manufacturer or equipment supplier.
- f. Deliveries of less than 225 miles may be accomplished by driving the vehicle(s). Any delivery accomplished by driving the vehicle must be supervised and the driver comply with manufacturer's vehicle break-in driving requirements and all applicable traffic laws and ordinances. All deliveries in excess of 225 miles shall be made by transport.
- g. At the purchaser's option, a vehicle with more than 225 odometer miles may be rejected or \$.30 cents per mile in excess of 225 miles may be deducted from the invoice. This requirement also applies to re-delivery of vehicles which were rejected upon delivery. In any event, all warranties shall begin at the time of delivery and final acceptance by the purchaser.
- h. Contractor shall notify Fleet Manager designated no less than 24 hours prior to delivery. Deliveries will be accepted only between 8:00 a.m. and 3:00 p.m., on normal workdays.
- i. All vehicle(s) delivered must contain no less than 1/4 tank of fuel as indicated by the fuel gauge at time of delivery.

5. STANDARD DELIVERY DOCUMENTS

Upon delivery furnish these items:

- |                                |                                       |
|--------------------------------|---------------------------------------|
| 1) Completed Priced Invoice    | 5) Application for Title, DMV Form 40 |
| 2) Statement of Origin         | 6) Temporary Tags                     |
| 3) Statement of Exact Warranty |                                       |

6. TESTING

Bidders should provide proof of certification that the vehicle(s) and/or components of the vehicle(s) have been tested and certified with one or more of the following:

- a. Qualified Vehicle Manufacturer
- b. Speedometer Certification

7. WARRANTY

If not otherwise specified, the vehicle will be fully warranted for a minimum of three (3) years or 36,000 miles from the date it is placed in service by the Palatka Police Department/City of Palatka. Bidders should provide additional pricing for Extended Warranty as Add Option's. Provide dealer warranty locations and contact persons.

8. FINAL ACCEPTANCE  
Final acceptance will be given after vehicle is thoroughly inspected by the Fleet Manager that the vehicle(s) are delivered in accordance with Bid Specifications. Vendors shall deliver every vehicle with invoice and proper documents as specified within.
9. INADEQUATE SERVICES  
When equipment requires service or adjustments upon delivery, the contractor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer, or others, to remedy the defect. Such service or adjustments shall be initiated by the contractor within forty-eight (48) hours (not including weekends and holidays) after notification by the Fleet Manager. Delivery will not be considered complete until all service and/or adjustments are satisfactory and the equipment is fully accepted. The provisions of the delivery paragraph shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the contractor until the equipment is satisfactory and accepted by the Fleet Manager.
10. FACTORY INSTALLED  
The term "factory installed" is used to identify the components of the specifications that shall be installed by the manufacturer or at the final assembly, and may not be installed by the contracting dealer. After market parts, components and factory produced parts and components ordered as parts and installed by the dealer, or a contractor, do not meet the requirements of "factory installed" components, will be rejected for noncompliance with the requirements of the specification.  
Unless specifically outlined, vehicle is to be offered as a fully factory assembled product. No exceptions will be allowed for "non-factory" installed equipment, unless specifically outlined in the applicable specification. No "aftermarket" and no "dealer installed" equipment will be accepted as "factory installed". Vendor(s) found supplying aftermarket or dealer installed equipment may be required to retrieve all vehicles delivered and reorder new vehicles meeting the specifications. In the event a component(s) that does not meet the specifications is found to be installed on a vehicle before or after the vehicle has been accepted by the customer, the contractor shall be required to replace the vehicle with a vehicle, which meets the required specification.
11. PRODUCTION CUTOFF  
All purchases made after the close of manufacturer's production year cutoff shall be subject to availability. Contractor shall notify the Palatka Police Department/City of Palatka, in writing, no less than sixty (60) calendar days prior to the close of production.  
If vehicles are ordered prior to the manufacturers published cutoff date, and the manufacturer fails to deliver the production years vehicle, the manufacturer must provide next year's model at current contract bid prices.
12. SAFETY STANDARDS  
It is intended that all specifications be in full and complete compliance with all Federal and State of Florida laws and regulations that apply to the type and class of vehicles being provided. This includes, but is not limited to, Federal MVSS, OSHA, and EPA standards, and Florida requirements for external noise control that apply to the type and class vehicle being provided. If an apparent conflict exists, the bidder must contact the Palatka Police Department/City of Palatka immediately. In addition, any Federal and State Legislation which should become effective regarding vehicle safety shall immediately become a part of this contract. Contractor shall have the option to meet or exceed any such safety standard or cancel his portion of the contract by providing thirty (30) calendar days written notice to the Palatka Police Department/City of Palatka.
13. WARRANTY, REPAIRS AND SERVICE  
Failure by any manufacturer's authorized representative to render proper warranty service/adjustments, including providing a copy of the warranty work order to the agency, shall subject that representative and the contractor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the Palatka Police Department/City of Palatka.

14. SPECIFICATION EXCEPTIONS, OMISSION OR ERRORS

Specifications are based on the most current literature available. Bidder shall notify the Palatka Police Department/City of Palatka, in writing, prior to bid opening, of any change, omission or error in the manufacturer's specifications that conflict with the bid specifications. The Palatka Police Department/City of Palatka will make every effort to correct the error and notify all bidders prior to the submission date.

ADDITIONALLY, BIDDER MUST INDICATE ON BID SHEETS ANY OPTIONS REQUIRING THE PURCHASE OF OTHER OPTIONS, AND ALSO INDICATE OPTIONS WHICH ARE INCLUDED AS A PART OF ANOTHER OPTION.

FAILURE OF BIDDER TO COMPLY WITH THESE PROVISIONS WILL RESULT IN BIDDERS BEING HELD RESPONSIBLE FOR ALL COSTS REQUIRED TO BRING THE VEHICLE INTO COMPLIANCE WITH CONTRACT SPECIFICATIONS.

In the event any component or components are found to be missing from a vehicle after it has been accepted by the customer, the contractor will be required to install the missing component(s), or the customer shall have the authority to decide which course of action will meet his needs best.

## **Part D**

**The following pages (13 –19) are specifications for vehicles followed by the bid submission forms for those described vehicles.**

**Vendors are reminded that they may bid on any one of these vehicle types or any combination of vehicle types.**

**Each vehicle type will be considered separately.**

<b>Vehicle #1 Patrol Sedan, 4 door</b>	<b>13</b>
<b>Bid Response Forms</b>	<b>16</b>

## **Part D – Technical Specifications and Bid Submission Forms**

### **TECHNICAL SPECIFICATIONS**

#### **Vehicle #1**

#### **2010 vehicle, Front or Rear wheel drive, 4-door model**

#### **Number to be ordered – eight (8)**

1. **ENGINE**

- a. V6 or V8, heavy duty battery, and cooling package.

2. **TRANSMISSION**

- a. Manufacturer's standard automatic transmission.

3. **AXLES**

- a. Manufacturer's standard axle ratio for pursuit vehicle if applicable

4. **PERFORMANCE ITEMS**

- a. Manufacturer's standard power steering designed for pursuit vehicle if applicable.  
b. Manufacturer's standard gauges and certified speedometer  
c. Dome lamp, independently switched

5. **COMFORT ITEMS**

- a. Air conditioning  
b. Tinted glass all around (**NOTE:** factory tint).  
c. Keys: three (3) per vehicle, single key locking system, keyless entry (each vehicle keyed differently).  
d. Manufacturers standard CD Player with AM/FM radio.  
e. Sound insulation package (if available).  
f. Floor covering, heavy-duty, Rubber.  
g. Power door lock, factory installed.  
h. Power windows, factory installed.  
i. Seats: Front Cloth Bucket Seats with Rear Vinyl Bench Seat.  
j. Deck lid release button.  
k. Headliner to be full fabric liner, standard type.  
l. Rear mounted underside deck lid lights (blue and blue alternating).  
m. Rear window, door handles, and door locks inoperable from interior.

## Vehicle #1

n. Pilot spotlight mounted on left front pillar.

### 6. BRAKES

a. Four wheel anti-lock brake ABS system.

### 7. TIRES AND WHEELS

a. Speed rated black wall tires with full size spare

### 8. CHASSIS, FRAME, CAB

a. Manufacturer's standard colors, factory painted, White

b. **Marked Units – Palatka Police design available from Graphic Imaginations Inc. or Dave;s  
Tops and Trim. Installed by dealer prior to delivery to purchaser.**

### 9. **Vehicle Specifications**

The units required and covered by these specifications shall be the manufacturer's latest (2010) Sedan suitable in size and performance production model or model comparable in performance ability that may be utilized as a pursuit/patrol vehicle. The vehicles shall be equipped with all standard equipment in accordance with the manufacturer's latest literature. The vehicle shall be equipped with standard and/or optional specifications and requirements as contained in this specification.

Manufacturers literature must accompany the bid along with any and all specifications necessary to verify that the vehicle either meets or exceeds each and every one of the following. All equipment, options and features provided must be designed, constructed and installed to be fully suitable for their intended use and service. All components must be new quality, not used.

Bidders will use area in parenthesis provided at left margin to place a check mark by each portion of the specification your vehicle meets or exceeds. Any deviations from the specifications will be noted, by number, on the Exceptions to Bid Page, Part D, with an explanation of how your vehicle deviates from our specification.

Exception(s) may cause this bid proposal to be rejected by the Palatka Police Department/City of Palatka. All Bidders should carefully study Exceptions to Bid paragraph in Part B. Special Conditions.

### 10. **Additional Equipment Specifications**

The additional equipment (emergency equipment) listed below is required on the Patrol/Pursuit Vehicles Sedans.

#### Console

##### Havis-Shields:

- (1) C-3011 enclosed console system
- (1) C-TCB-19, computer mount base, mounts to side of console
- (1) C-3090-3 laptop computer mount
- (1) C-TM-?? Mounting bracket for console so no holes need to be drilled in floor. Must specify type of vehicle for last part of number
- (1) C-ARM-3 arm-rest for console mount
- (1) C-ML-MLB gooseneck computer map light with dimmer
- (1) C-CH-2-XL large cup holder mounts in console

## Vehicle #1

- (1) C-LP-4 cigarette lighter type power strip mounts on console
- (1) C-EB40-WS2-1P mounting face plate for MPC01 controller
- (1) C-EB25-CDS-1P mounting face plate for CDM1250 radio
- (1) C-FP-3 filler plates

## Radio

Motorola CDM1250 (64 channel console mount) with Maxrad ¼ wave with spring antenna.

## Emergency Lighting and Siren

### Light bar system

#### Roof mounted light bar

Whelen model to fit vehicle all LED serial control light bar

- Alley lights
- Take down lights
- Traffic adviser
- Clear Lenses, Blue LED's with 2 amber in rear
- MK – Strap kit

Whelen 420A 4 channel switch box-

BL627- Siren Amplifier;

MPC01 – Siren/Light Controller-

SSFPOSF6 – Headlight flasher-

SA314P – Speaker

SABKT17 – Speaker bracket

### Corner Strobe Kits.

Whelen strobe package, 6 outlet CSP 90w Power supply, with four clear strobe tubes.

### Partitions (cages)

Pro-Gard 2200 Series or comparable model to fit vehicle

Polycarbonate (Lexan) with sliding window, full width lower extension panel

### In car video

Watchguard Digital video system, DV-1 Overhead System.

### Marked Units

Palatka Police design available from Graphic Imaginations Inc. or Dave's Tops and Trim. Installed by dealer prior to delivery to purchaser.

**Vehicle #1 (Response)**

**BID RESPONSE - PATROL VEHICLE SEDANS**

A) Model year 2010, Front or Rear Wheel Drive 4-door Sedan.

Unit Price: \$ \_\_\_\_\_/each

Monthly payment (purchase or lease): \$ \_\_\_\_\_/each

Make, Model and Model Order Code: \_\_\_\_\_

B) Delivery time after receipt of purchase order: \_\_\_\_\_

C) 1. a. Engine Size: \_\_\_\_\_

1. b. Alternator Size: \_\_\_\_\_

D) **List Options required to Equal Base Vehicle Bid:**

CODE	OPTION
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

E) **Warranty Statement:** \_\_\_\_\_

Warranty Repair Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

Contact Person \_\_\_\_\_

**NOTE: Bidders are reminded to furnish current year manufacturer literature/specification, related bid documents and warranty statement with your bid response for the model offered for bid.**

**Vehicle #1 (Response)**

**E) ADD OPTIONS**

**2010 FRONT OR REAR WHEEL DRIVE 4-DOOR SEDAN**

List here, any Add Options that may be added, by Order Code, Option and Price. Provide prices for all options listed, if available:

<u>Order Code</u>	<u>Options</u>	<u>Price</u>
_____	Console System	\$_____
_____	Emergency Lighting	\$_____
_____	Siren (if applicable)	\$_____
_____	Corner Strobe Kits	\$_____
_____	Partitions (cages)	\$_____
_____	Roof – Reinforcement	\$_____
_____	Accessory feed wires for Police Equipment	\$_____
_____	Limited Slip differential	\$_____
_____	Left-hand pillar mounted 6" Spotlight with clear halogen bulb, Factory Installed	\$_____
_____	Left-hand pillar mounted 6" Spotlight with clear halogen bulb, Dealer Installed	\$_____
_____	Rear Door Locks inoperative	\$_____
_____	Rear Door Handles inoperative	\$_____
_____	Rear Windows inoperative	\$_____
_____	Safety Bumper Guards	\$_____
_____	Complete set of Service Manuals	\$_____
_____	Third Key	\$_____
_____	CD Player with AM/FM radio	\$_____
_____	Extended Warranty, Type_____	\$_____
_____	Extended Warranty, Type_____	\$_____

**Vehicle #1 (Response)**

**F) DELETE OPTIONS**

**2010 FRONT OR REAR WHEEL DRIVE 4-DOOR SEDAN**

List here, any Delete Options that may be added, by Order Code, Option and Price. Provide prices for all options listed, if available:

_____	Power door locks	\$_____
_____	Power Windows	\$_____
_____	Rubber heavy duty floor covering	\$_____
_____	ABS Brakes	\$_____
_____	Sound Insulation package	\$_____
_____	_____	\$_____
_____	_____	\$_____
_____	_____	\$_____
_____	_____	\$_____

**G) EXCEPTIONS TO BID**

**2010 FRONT OR REAR WHEEL DRIVE 4-DOOR SEDAN**

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS BID PROPOSAL TO BE CONSIDERED BY THE PALATKA POLICE DEPARTMENT/CITY OF PALATKA

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions (Part A), Special Provisions (Part B), General Requirements and Technical Specifications (Part C), and Bid Response (Part D), upon which this Bid Proposal is based, to wit:

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**Vehicle #1 (Response)**

**SUB CONTRACTORS, MATERIAL SUPPLIERS, IF ANY**

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_
  
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_
  
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_
  
4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**Part E – Vendor Information and Signature Page**

**VENDOR:** - *INSERT COMPANY NAME AND ADDRESS BELOW* -

Check One: ( ) Partnership  
( ) Corporation  
( ) Proprietorship

FEDERAL I.D. # \_\_\_\_\_

WAREHOUSE ADDRESS IF DIFFERENT FROM ABOVE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WEB-SITE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER FOR PLACING ORDERS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

OUR COMPANY HAS BEEN IN BUSINESS UNDER ITS PRESENT NAME SINCE: \_\_\_\_\_

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in the bid package.

The above named Bidder affirms and declares:

1. That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this proposal or in the contract proposed to be entered into;
2. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud;
3. That the Bidder is not in arrears to The City of Palatka upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;
4. That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this proposal; in the performance of the contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
5. The undersigned understands that this Bid Proposal **must be signed** in ink and that the **unsigned** Bid Proposal will be considered incomplete and subject to rejection by the Palatka Police Department/City of Palatka.

The undersigned agrees, also, that this bid shall remain open for an evaluation period for thirty (30) calendar days following the opening of bids.

Respectfully submitted,

PLEASE PRINT

- By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_

**Part F - Vendor Affirmation and Declaration**

**Vendor’s Affirmation and Declaration**

Before me, the undersigned person who is duly authorized by law to administer oaths and take acknowledgements personally appeared:

Affiant’s Name (Printed): \_\_\_\_\_

Who after being duly cautioned and sworn and being fully aware of the penalties of perjury, does hereby state and declare, on his/her own behalf or has been duly authorized by a partnership or corporation to state and declare on behalf of the partnership or corporation as follows:

1. That the Vendor, if an individual, is of lawful age.
2. That if the Vendor is a partnership or a corporation, it has been formed legally; if a Florida corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; if a corporation incorporated under the laws of a state other than Florida, it is duly authorized to do business in the State of Florida.
  - a. That if the Vendor is using a fictitious name s/he/it has complied with the Fictitious Name Statue of the State of Florida.
  - b. That the Vendor has not submitted a contrived quote, nor engaged in collusive quoting or a collusive quote arrangement or fraudulent quote, or entered into a conspiracy relative to this project, with any other person, partnership, or corporation making a quote for the same purpose. The Vendor is aware that “Any understanding between persons where one or more agree not to quote, and any agreement fixing the prices to be quote so that the awarding of any project is thereby controlled of affected, is in violation of a requirement for competitive quoting and renders a contract let under such circumstances invalid.” [See McQuillan, Municipal corporations, ~26.29).
  - c. That the Vendor is not in arrears to the City of Palatka upon debt or contract is not a defaulter, as surety or otherwise, upon any obligation to the City.
  - d. That no officer or employee of the City, either individual or though any firm, corporation or business of which s/he is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or obligation entered into between the City of Palatka and this Vendor or awarded to this Vendor; nor shall any City officer or employee have any financial interest in assisting the Vendor to obtain, or in another way effecting, the award of the project or obligation of this Vendor. List in Appendix E, any City officer or employee who has any interest, financial or otherwise, in this project either through the primary contractor, or through a subcontractor.
  - e. That, by submitting this quote the Vendor certifies that s/he has fully read and understands the quoting method and has full knowledge of the scope, nature and quality of work to be performed and the services to be rendered.

Vendor Name/Representative: \_\_\_\_\_  
Signature Date

Signed and sworn before me this \_\_\_Day of \_\_\_\_\_, 2009.

Notary Signature: My Commission expires:

Notary Name (Printed): \_\_\_\_\_

**Part G – Statement of “No Bid”**

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately to:

PALATKA POLICE DEPARTMENT  
Chief of Police  
110 North 11<sup>th</sup> Street  
Palatka, FL 32177

We, the undersigned, have declined to bid for Pursuit Vehicles for the following reasons:

\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

\_\_\_\_ Insufficient time to respond to the Invitation for Bid.

\_\_\_\_ We do not offer this product or an equivalent.

\_\_\_\_ Our Product schedule would not permit us to perform.

\_\_\_\_ Unable to meet specifications.

\_\_\_\_ Specifications unclear (explain below).

\_\_\_\_ Other (specify below)

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We understand that if the "no bid" letter is not executed and returned, our name may be deleted from the list of qualified bidders for the Palatka Police Department/City of Palatka.

PLEASE PRINT - COMPANY NAME\_\_\_\_\_

COMPANY OFFICER\_\_\_\_\_

TELEPHONE NUMBER\_\_\_\_\_

DATE\_\_\_\_\_

SIGNATURE\_\_\_\_\_