



INVITATION TO BID

FOR

2014 Ford Explorer Interceptors

BID NUMBER

13-347-C

Deadline for Questions

Thursday, December 5nd, 2013 2:00 pm

Bid Due Date

Friday, December 13th, 2013 2:00 pm

Questions must be directed to:

**City of Roswell, Purchasing Buyer II, Charise Glass,
via e-mail to:**

purchasing@roswellgov.com

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CITY OF ROSWELL
Purchasing Division

Invitation to Bid # 13-344B-C

2014 Ford Explorer Interceptors

The City of Roswell is accepting sealed bids from qualified firms for ten (10) 2014 Ford Explorer Interceptors.

Sealed bids will be received no later than **2:00PM on Friday December 13th, 2013** at the City of Roswell Purchasing Division, Roswell City Hall, 38 Hill Street Suite 130, Roswell, Georgia 30075 at which time they will be opened and publicly read aloud. Bids shall be presented in a sealed opaque envelope with the bid name, 2014 Ford Explorer Interceptors, and Bid number, 13-347-C; clearly marked on the outside of the envelope. **ONE (1) ORIGINAL PAPER COPY AND ONE (1) DIGITAL COPY OF THE BID MUST BE SUBMITTED.** Any bid received after the above date and time, or in any location other than the Purchasing Division, will not be considered.

There is no bidders conference scheduled for this procurement. Deadline for questions will be at **2:00PM on Thursday December 5th, 2013.** Questions should be submitted via e-mail to Charise Glass Buyer II, City of Roswell at purchasing@roswellgov.com

Bid documents may be obtained from the City of Roswell's website at www.roswellgov.com . Click on "Procurement Opportunities".

Any additional information necessary may be obtained by contacting the Purchasing Division at 770-641-3718 or by fax 770-641-3740. Please refer to the appropriate bid name and number when requesting information.

The City of Roswell reserves the right to reject any or all bids and to waive technicalities and informalities.

**ACKNOWLEDGEMENT OF RECEIPT OF BID PACKAGE
INVITATION TO BID NUMBER 13-347-C**

2014 Ford Explorer Interceptors

Upon receipt of documents, please fax/email this page to:

City of Roswell – Purchasing Division
Attention: Charise Glass, Buyer II
38 Hill Street, Suite 130
Roswell, Georgia 30075
cglass@roswellgov.com
Phone: 770-641-3718
Fax: 770-641-3740

I hereby acknowledge receipt of documents pertaining to the above referenced ITB.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

PHONE: (____) _____ FAX: (____) _____

E-MAIL: _____

(Signature)

(Date)

CITY OF ROSWELL
GENERAL TERMS & CONDITIONS

City of Roswell
Purchasing Division
38 Hill Street, Suite 130
Roswell, Georgia 30075

Re: Bid Number: **#13-347-C** Procurement Title: **2014 Ford Explorer Interceptors**

- I. Bids will be received by the Purchasing Office at the address shown on the cover of the Invitation to Bid until the date and time set for the bid opening.
- II. Bid is based on supply of the goods/services per the specifications as indicated in the bid document.
- III. Anticipated delivery to be _____ days from date of order.
- IV. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
- V. Bid responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Invitation to Bid, may be treated as non-responsive and may not be considered for award.
- VI. This bid may not be revoked or withdrawn after the time set for the deadline receipt of bids and shall remain open for acceptance for a period of ninety (90) days following such time.
- VII. Bidder shall place the following information on the outside, lower left corner of the envelope containing the bid. Failure to include such information may delay opening of the bid.

INVITATION to BID #: 13-347-C
BID CLOSING DATE: December 13, 2013
BID CLOSING TIME: 2:00 P.M.

VIII. This agreement shall be governed in all respects by the laws of the State of Georgia.

IX. GENERAL SPECIFICATIONS:

No specification implied or expressed is intended to limit competition. The "Basic Requirements" attached are intended as a guide for the goods and services on which vendors are to submit a bid. These

requirements and other specifications are not designed to prevent any vendor from submitting a bid. All equipment should comply with the requirements within a generally accepting range.

A. The goods/services offered shall meet with the detailed requirements listed in the bid form of this bid. Bidders are to indicate exactly what they are offering in the bid submission. All goods and/or services supplied pursuant to a purchase order shall, unless otherwise stated, conform exactly to all of the descriptions, specifications, and attachments contained in the Invitation to Bid upon which an order is based; and the terms, conditions, and specifications of the Invitation to Bid are incorporated herein by reference and made a part thereof.

B. Bidders must furnish specification sheets, or similar data to support statements made in bid submission. Failure to furnish required data may be consideration as cause for rejection of bid.

C. All items omitted from these specifications, including manufacturer's standard equipment items, and accessory equipment supplied by the equipment dealer that is clearly necessary for the complete operation of the equipment shall be considered a requirement although not directly specified in these specifications.

D. Bids are to be FOB, Destination, City of Roswell, Roswell, Georgia 30075. All freight and delivery charges must be incorporated as part of the base bid amount. Vendor shall transfer and deliver to the department named all of the goods and/or services described herein for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

E. At time of delivery, the successful bidder shall furnish the City with fireworks display services as specified in the bid documents.

F. The City reserves the right to inspect any or all pieces of equipment before award of bid. The City reserves the right to reject any or all bids based on this inspection.

X. Payments shall be made according to invoice. Each extension project to be billed separately and the terms are Net30. Invoices shall be submitted to:

Roswell Finance Department
Attn: Cash Disbursements
cashdisbursements@roswellgov.com
38 Hill Street
Roswell, GA 30076

XI. The prices quoted shall be firm throughout the contract term.

XII. The City reserves the right to cancel this contract by giving the Vendor thirty (30) days written notice.

- XIII. The City may, at its discretion and with the written consent of the Vendor, renew this contract for one or more additional terms.
- XIV. In the event that this contract shall terminate or be likely to terminate prior to the making of an award for a new contract for this commodity or service, the City may, with the written consent of the Vendor, extend this Contract for such period as may be necessary to afford the City continuous service as provided by this Contract.
- XV. This Contract is entered into solely for the convenience of the City of Roswell, and it in no way precludes the City or any of its user departments from obtaining like goods or services from other vendors upon prior approval of the Purchasing Division. Such approval shall be made at the sole discretion of the Purchasing Division, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the City.
- XVI. The Vendor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of goods and services to the User Department pursuant to this Contract.
- XVII. This Contract does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et. seq.
- XVIII. The City shall not be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- IX. This Contract or any performance required by it shall not be assigned or delegated in whole or in part without the express written consent of the City.
- XX. The provisions of the City of Roswell Vendor Manual are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. Provided, however, that in the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, the latter shall govern.
- XXI. The waiver by the City of the breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the Contract. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
- XII. The terms, conditions and specifications of the Request for Quote and the award made in connection with this Contract are incorporated herein by reference and made a part hereof just as if they had been fully set out herein.
- XXIII. For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Roswell all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Roswell pursuant hereto.

XXIV. DRUG-FREE WORKPLACE:

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that:
 - (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
 - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made false certification hereinabove; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

XXV. POLICY ON HIRING NON-RESIDENT ALIENS:

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and each of its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors.

Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

XXVI. INSURANCE REQUIREMENTS - Coverages, Limits and Endorsements:

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

- A. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$100,000 each employee

- B. Comprehensive General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
 - (b) Products/Completed Operations Insurance
 - (c) Broad Form Property Damage
 - (d) Personal Injury Coverage

- C. Automobile Liability
 - (a) \$1,000,000 limit of liability
 - (b) Comprehensive form covering all owned, non-owned and hired vehicles

- D. Umbrella Liability Insurance
 - (a) \$1,000,000 limit of liability
 - (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Roswell, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Roswell and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and non-contributory and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancellable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Additional Insured should read: The City of Roswell, Georgia, 38 Hill Street Suite G-20, Roswell, Georgia 30075.

XXVII. INDEMNIFICATION AGREEMENT

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Roswell and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, its agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the contractor. This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole

negligence of the City of Roswell and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Roswell, its officers, employees and agents, the Fund and insurers participating thereunder, to the full extent of this indemnification.

XXIX. LOCAL VENDOR PREFERENCE:

The City of Roswell has enacted a Local Vendor Preference ordinance which applies to all informal and formal procurements greater than \$10,000 excluding construction projects; professional and consulting services; federally funded projects; and online/electronic sealed bid/reverse auctions. A local vendor’s responsive and responsible bid will be given preference in the contract award if the bid is within two percent (2%) of the low bid offered by a non-local vendor. The Local Vendor must operate and maintain a brick and mortar business within the corporate limits of the City of Roswell; have a current Occupation Tax Certificate; paid in full all real and personal taxes owed the City; and which upon application has been certified as a “Local Vendor” (has submitted a vendor application and indicated in the bid documents vendor is participating as a local vendor) prior to bid due date and time.

Indicate here if participating as a local vendor: YES _____ NO _____

If YES, submit with the bid, a copy of your current City of Roswell Occupation Tax Certificate (Business License).

_____	_____
Company Name	Phone#
_____	_____
Address	Fax#
_____	_____
City, State and Zip Code	Email Address
_____	_____
Bidder Signature	Title _____ Date _____

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. Qualifications Signature and Certification (page 12)
2. Corporate Certificate (page 13)
3. Bid Sheet (page 14)
4. Bid Price Certification (page 15)
5. References (Page 16)
6. Any applicable addenda acknowledgement (insert)

QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____

(Signature) (Seal)

(10) 2014 FORD EXPLORER INTERCEPTOR UTILITY VEHICLES ALL WHEEL DRIVE

(10) EA 2014 FORD EXPLORER INTERCEPTOR UTILITY VEHICLES SPECIFICATIONS			
STANDARD EQUIPMENT (Equip included in base price)	COMPLY		AMOUNT
	YES	NO	
Base Price Each			\$
3.7LV6 TIVCT ENGINE FFV			
ALL WHEEL DRIVE			
“V” SPEED RATED 18” RADIAL TIRES			
FULL SIZE SPARE			
ELECTRONIC STABILITY CONTROL			
PWR DISC BRAKES WITH ABS			
CLOTH FRONT BUCKET / VINYL REAR SEATS			
LUMBAR SUPPORT SEATS			
PWR WINDOWS AND LOCKS			
PWR REMOTE MIRRORS			
RUBBER FLOOR COVERING			
SMALL CENTER HUB CAPS			
REAR WINDOW DEFROSTER			
ACCESSORY FEED WIRES			
TILT STEERING / CRUISE CONTROL			
PEDAL-POWER ADJUSTABLE			
220 AMP ALTERNATOR			
DRIVER AND PASSENGER AIR BAGS			
FACTORY INSTALLED A/C			
BATTERY SAVER FEATURE			
POWER DRIVER SEAT			
REMOVABLE HEADLINER			
EXTRA DOME LIGHT			
AM-FM-CD-MP3 RADIO			
2 ND & 3 RD ROW PRIVACY GLASS			
ENGINE HOUR METER			
EXTERIOR COLOR – BLACK			
INTERIOR COLOR – CHARCOAL BLACK			
ADDITIONAL OPTIONS REQUESTED			
FORD SYNC #53M			
HEADLIGHT HOUSING #86P			
CARGO AREA DOOR LAMP #17T			
REAR VIEW CAMERA #21B			
COURTESY LIGHTS DISABLED #43D			
REVERSE SENSING 76R			
KEYLESS ENTRY REMOTE #595			
SPOTLIGHT (LED) #51R			
DAYTIME RUNNING LAMPS #942			
POLICE PACKAGE WIRING HARNESS			
BASE PRICE			
OPTIONS TOTAL			
DELIVER			
TOTAL PRICE EACH			
TOTAL PRICE FOR TEN (10)			

BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred eighty (180) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

REFERENCES

References: List **at least three (3) references for projects** of same general size and scope **within the last eighteen (18) months** where you completed a project of similar scope as stated herein. Note that the reputation of the Bidder regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award of contract and lack thereof is grounds for bid rejection.

I.

Entity Name

Project Size and Cost

Contact Person

Title

Mailing Address (P.O. Box)

City

State

Zip

Email Address

Phone Number

Fax Number

II.

Entity Name

Project Size and Cost

Contact Person

Title

Mailing Address (P.O. Box)

City

State

Zip

Email Address

Phone Number

Fax Number

III.

Entity Name

Project Size and Cost

Contact Person

Title

Mailing Address (P.O. Box)

City

State

Zip

Email Address

Phone Number

Fax Number