

COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS (IFB)

Issue Date: September 22, 2015

IFB #: 1968

Title: PURSUIT: DODGE CHARGER

Classification Code: 07000

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd
P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed:

General Services Department
Vehicle Maintenance Division
201 Operations Drive
Yorktown, Virginia 23692

Sealed Bids Will Be Received Until **3:00 PM TUESDAY, OCTOBER 6, 2015.** At Which Time They Shall Be Opened In Public.

*******TWO (2) COPIES OF BID & ATTACHMENTS ARE REQUIRED*******

All Inquiries For Information Should Be Directed To: Louise Stokes, CPPB, Senior Buyer, Central Purchasing Office, Telephone: (757) 890-3680.

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees to Furnish The Materials Described At the Prices Indicated In Section 14.0.

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

Title: _____

Print Name: _____

Telephone No.: _____

Federal Tax ID#: _____

Facsimile No.: _____

E-mail: _____

State Corporation Commission (SCC) # _____

1.0 PURPOSE:

It is the express purpose of this formal Invitation for Bid (IFB) to purchase up to one hundred fifty (150) new Dodge Charger Pursuit Vehicles for the County of York (“Owner”) Department of General Services, Division of Vehicle Maintenance, County of York, Virginia, as needed at time or times to be selected by Owner. “NO SUBSTITUTION”.

Renewals:

The contract shall be for a term of one (1) year, and may be extended at the Owner’s option of four (4) additional one-year periods. The decision as to whether to exercise the next renewal option will be made by the Purchasing Agent at least four months but not less than six months in advance of the expiration date of the current term.

Price Adjustments:

During the current term of the contract, price increases will be granted at the introduction of the new model year, if justified. The Purchasing Agent makes the decision to allow or deny a request for increase based upon the documentation submitted by the Contractor. The Contractor is required to pass on any price reductions immediately. All price increases must be approved by the Purchasing Agent in accordance with Section 12.0.

2.0 SPECIFICATIONS:

Specifications are provided by the Vehicle Maintenance Division, Attn: Rob Krieger, Fleet Manager, Department of General Services as described in General Specifications below (Section 4.0). Price to include F.O.B. Yorktown, Virginia. A certificate of origin must accompany the vehicle at delivery.

2.1 DESCRIPTION: New, never titled 2016 or later model Dodge Charger Law Enforcement Pursuit Vehicles. Options and specifications are outlined under General Specifications. “NO SUBSTITUTION”

2.2 QUANTITY: Estimated quantities: One hundred fifty +/- (150 +/-). The estimated quantities represent potential purchases.

3.0 GENERAL VEHICLE SPECIFICATIONS:

All components, unless otherwise required by these specifications, shall be the standard equipment specifically advertised and installed by the manufacturer for the model specified. The sole source of information in determining whether or not any equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published literature.

3.1 NO SUBSTITUTION:

The term “No Substitute” means that the use of the name of manufacture, brand, make or model specification designation is specifying an item restricts bidder to the manufacturer, brand, make or model designation identification.

4.0 GENERAL SPECIFICATIONS:

4.1 Equipment package to include:

2016 or later Dodge Charger 4dr RWD Police (“NO SUBSTITUTE”):

- No deletion of standard equipment allowed
- V6, 3.6L Pentastar, Gas
- Wheel Base 120”
- Automatic transmission with auxiliary transmission oil cooling
- 5,500 GVWR package
- HD radiator and transmission oil cooler
- 2.65 axle ratio
- Stainless steel exhaust
- 4-wheel disc brakes
- P225/60R18 BSW performance tires
- Compact spare tire and wheel
- HD ride suspension with auto leveling
- Stability Control
- Dual zone front air conditioning
- Cruise control
- Power windows and locks
- Analog instrumentation display
- Engine hour meter
- Engine warning indicators, oil pressure, engine temperature, battery and low fuel
- Remote power mirrors
- Basic warranty 36 months / 36,000 miles

4.2 Color: Exterior cab to be Oxford White. Interior trim, panels, and vinyl seat to be Gray. Other standard factory colors may be substituted at no additional charge.

4.3 Keys and Manuals: Vehicle shall be provided with two (2) sets of keys, one (1) Owner/Operators manual.

4.4 Preparation and Delivery: Vehicle shall be delivered to York County, Division of Vehicle Maintenance Garage, 201 Operations Drive, Yorktown VA. Each vehicle shall be pre-delivery inspected, to include a current Virginia State Inspection and serviced by vendor prior to delivery. Each vehicle shall be accompanied at delivery with one (1) copy of the original Manufacturers Statement of Origin (MSO) and 30 day temporary license plates.

4.5 Warranty: Each vehicle shall be covered by 3 year/36,000 mile bumper to bumper warranty with documentation provided at delivery for a delayed warranty start period. Warranty period shall commence only when vehicle is actually placed into service by the County and after chassis modifications have been completed. Warranty starting period shall be evidenced by Owner’s records rather than commencing at delivery.

5.0 GENERAL TERMS AND CONDITIONS:**Applicable Policy:**

This solicitation is subject to the provisions of the County of York, Virginia, Procurement Policy (Ordinance No. O12-13(R) September 18, 2012, any revisions thereto.

5.1 MANDATORY USE OF FORM:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services offered or delivery terms, Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of bid opening.

5.2 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by Owner after the date and time specified for the scheduled bid opening, will not be considered. It will be the responsibility of Bidder to see that its bid is in the Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

5.3 CLARIFICATION OF TERMS:

Questions about the specifications or other solicitation document should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by addendum issued by the Owner.

5.4 TESTING/INSPECTION:

Owner reserves the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications.

5.6 INVOICES:

Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the Contract number and/or purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

5.7 DEFAULT:

In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted at Owner's sole discretion payment therefore shall be made at a proper adjustment in price.

5.8 ETHICS IN PUBLIC CONTRACTING:

By submitting its bid, each Bidders certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

5.9 ANTI-DISCRIMINATION:

By submitting its bids each Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there 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.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

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.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §11-35.1 of the **Code of Virginia, et. seq.**, the Owner shall not (i) discriminate against a faith-based organization on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of the Code, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

5.10 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that it does not and will not during the performance of the Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.11 INDEMNITY AGREEMENT:

The following shall be deemed included as a condition of any contract awarded as a consequence of this bid:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its employees, servants, or agents. Compliance by Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

5.12 SCC REGISTRATION REQUIRED:

If Contractor is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, Contractor must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Contractor allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will be deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this contract

6.0 INFORMATION FOR BIDDERS:

- A. Prices should be stated in units of quantity specified, with packing and delivery to destination included; less Federal, State and local taxes.

- B. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
- C. Bids must show unit price, amount and grand total. In case of error in the extension of prices, the unit price shall govern.
- D. Award will be made to the lowest responsible and responsive bidder. The quality of the articles to be supplied their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award.
- E. The Owner reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the Owner will be served.
- F. Cash discounts may be offered by bidder for prompt payment of bills. Such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
- G. Acceptance of a bid by the Owner is not an order to ship.
- H. Each bid is received with the understanding that the acceptance in writing by the Owner of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to order from such bidder, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.
- I. Any equipment delivered must be standard new equipment latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- J. The Contractor guarantees to save the Owner, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee or licensee. This clause shall be deemed to be incorporated into any contract awarded as a consequence of this bid.

- K. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing quotations.
- L. All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner".
- M. Verify your bid before submission as they cannot be withdrawn or corrected after being opened. Unless otherwise specified herein, bidder agrees to hold the price(s) for sixty (60) calendar days from bid opening date.
- N. If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- O. Length of time for delivery as well as price may be considered in awarding of bid.

7.0 INSURANCE: (Revised 04/2012)

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees as Additional Insured, with primary status, without participation from the County's insurers" (on Form No. GL-20-10, or its equivalent) on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Further, the successful CONTRACTOR agrees they shall immediately notify, in writing, the Owner of any changes, modifications, and/or termination of any insurance coverages and/or policies required by the resulting contract.

Worker's Compensation and Employer's Liability Coverage A - Statutory Requirement
Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned
Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of

the project by the Owner.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive Automobile Liability and Commercial Liability policies.

Limits of Liability - \$1,000,000. Each Occurrence
\$1,000,000. Aggregate

10.0 AVAILABILITY OF FUNDS

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

9.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Va. Code Section 15.2-1245 et. seq. The Owner shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

10.0 AWARD:

Owner will make the award to the lowest responsive and responsible bidder. Due consideration will be given to price, previous experience, and the ability of the bidder to render required services. Owner reserves the right to conduct any test it may deem advisable and to make all evaluations. Owner also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Owner to be in its best interest.

11.0 ESTIMATED QUANTITY:

The estimated usage is expressly agreed to be an estimate only, and nothing herein shall bind the Owner to purchase any specified amount of the product. It is also further understood that the Owner shall not be obligated to purchase or pay for any product covered unless and until ordered and received by the Owner.

12.0 PRICE ESCALATION/DE-ESCALATION:

Price adjustments for changes in the Contractor's cost or transportation cost may be permitted. Requests for price adjustments for any other reasons will not be granted. Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office as provided herein. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Owner.

The Contractor shall not give less than 30 days advance written notice of a price increase to the purchasing office. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the Contractor. Documentation shall be supplied with Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Owner; and (2) verify the amount or percentage of increase which is being passed on to the contractor by others not under the control of the contractor. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The purchasing office may make such verification as deemed adequate. However, an increase which the purchasing office determines is excessive, regardless of any documentation supplied by the Contractor, may be cause for cancellation of the contract by the purchasing office. The purchasing office will notify using agencies and Contractor in writing of the effective date of any increase which is approved. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that price decreases which affect the cost of materials, labor, and transportation are required to be passed on to the Owner immediately. Failure to do so will result in action to recoup such amounts.

13.0 JOINT AND COOPERATIVE PROCUREMENT:

This solicitation is being conducted under the provisions of § 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement". As stated, any public body may purchase from the contract resulting from this IFB even if any public body did not participate in the Invitation for Bid (IFB). If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The County of York acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Bidder desiring to offer to other jurisdictions under this clause shall so indicate in their response.

14.0 **PRICING SCHEDULE:**

The Bidder to provide pricing in compliance with the specifications, terms and conditions herein as follows:

QUANTITY: Up to one hundred fifty +/- (150 +/-) the estimated quantities represent potential purchases including entities resulting in Section 13.0. No quantities are guaranteed.

14.1 **Pursuit: Dodge Charger (“NO SUBSTITTUTE”)**

Specify Mfg. & Model: _____

Price: \$ _____ / each

Delivery Date: _____ After Receipt of Order (ARO)

Literature Describing Unit is attached: _____ YES _____ NO

Literature Describing Warranty is attached: _____ YES _____ NO

Bidder agrees to provide contract prices as indicated in paragraph Section 13.0 _____ YES _____ NO

15.0 **Dodge Charger Option Pricing:**

ITEM NO.	OPTIONS	ORDER CODE	EXTRA CHARGE/CREDIT
15.1	5.7L V8 Hemi	EZH	\$
15.2	All Wheel Drive	EZH/AWD	\$
15.3	HD Cloth Bucket Seat w/ rear vinyl	X5	\$
15.4	P225/60R18 Goodyear Performance Tires	TWW	\$
15.5	Connectivity Group	AAJ	\$
15.6	LED Spot Lamp	LNx	\$
15.7	18 inch Wheel covers	W8A	\$
15.8	Full size spare	TBW	\$
15.9	Delete spare tire	TBF	\$
15.10	Black left spot lamp	LNF	\$
15.11	Engine block heater	NHK	\$
15.12	Map Lamps	LBG	\$
15.13	Floor carpet	CKD	\$
15.14	Equipment mounting bracket	XFx	\$
15.15	Street Appearance Group	AEB	\$
15.16	Convenience Group I	AHM	\$
15.17	Matching right spot lamp	LNA	\$
15.18	Push Bumper	MBR	\$
15.19	Floor mats	CLZ	\$

15.20	Police group	AHB	\$
15.21	Park Sense	XAA	\$
15.22	High Speed Engine Controller	NZ5	\$
15.23	Deactivate rear Doors and windows	CW6	\$
15.24	Delete floor console	CM8	\$
15.25	Power heated mirrors	GUK	\$
15.26	Patrol package base prep	AYE	\$
15.27	Ballistic door panels	XDV/XDG	\$
15.28	Price for delivery per mile other than York County		\$

Up-fit Pricing for lights, sirens and associated patrol equipment.

	Manufacturer	List Price Discount
15.29	Pro-Guard	
15.30	Setina	
15.31	Whelen	
15.32	SoundOff Signal	
15.33	Gambler Johnson	

16.0 **CONTRACTOR DATA:**

If you have **not** done business with the County of York, please complete the following:

Years in Business: Indicate the length of time you have been in business providing this type of service: ___years ___months.

References: Indicate below a listing of at least three (3) recent references for whom you have provided this type of service. Include the date service was furnished and the name and address of the person we have your permission to contact.

CLIENT	DATE	ADDRESS	PERSON TO CONTACT AND PHONE NUMBER
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