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Invitation to Bid

POLICE VEHICLE EQUIPMENT PURCHASE & INSTALLATION SERVICES

Per Specifications Formal Bid Request #17-18-34

Bid Due Date: Wednesday, March 21, 2018 @ 2:00pm

Pre-Bid Meeting: Tuesday, March 13, 2018 @ 11:00AM

Location: City of Greenville
Purchasing Office
Attention: Denisha Harris
201 West 5th Street
Greenville, NC 27834

Contact Persons:

Questions regarding the bid package:

Denisha Harris
Purchasing Manager
Telephone: 252-329-4862
Email: dharris@greenvillenc.gov

Questions regarding the Specifications:

Angel Maldonado
Fleet Superintendent
Telephone: 252-258-9639
Email: amaldonado@greenvillenc.gov

CITY OF GREENVILLE

ADVERTISEMENT FOR INVITATION FOR FORMAL BIDS

Pursuant to General Statutes of North Carolina, Section 143-129 as amended, sealed proposals are invited and will be received by The City of Greenville, N. C. until **2:00 p.m., on Wednesday the 21th day of March, 2018** at which time in a meeting in the Purchasing Office, located at 201 W. Fifth Street, Greenville, N. C., the sealed proposals will be publicly opened for the provision of the following:

Items: POLICE VEHICLE EQUIPMENT PURCHASE & INSTALLATION SERVICES

Formal Bid #17-18-34

From the date of this advertisement until the date of opening the proposals, the plans and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of the City of Greenville Purchasing Manager, 201 West 5th Street, Greenville, N. C. 27835-7207, during regular business hours, and will be posted on the City's website at: www.greenvillenc.gov and available to prospective bidders. Inquires should be directed to the Purchasing Manager at the above address --- Telephone (252) 329-4862. Minority/Women owned businesses are encouraged to submit proposals.

The City Council of the City of Greenville reserves the right to accept or reject any or all proposals, waive informalities, and to make the award/purchase which is in the best interest of the City.

The bidder to whom contract may be awarded must comply with requirements of G. S. Section 143-129, as amended.

This 28th day of February, 2018.

THE CITY OF GREENVILLE, N. C.

Denisha Harris, MPA, CPSD, CLGPO

Purchasing Manager

Publication Date: Wednesday, February 28, 2018 on City of Greenville website-Current Bid Opportunities

**INVITATION FOR FORMAL BID ON
POLICE VEHICLE EQUIPMENT PURCHASE & INSTALLATION SERVICES per Specifications**

Formal Bid # 17-18-34

Bid Due Date: Wednesday, March 21 @ 2:00 P.M.

INSTRUCTIONS TO BIDDERS

1. The person, firm or corporation submitting a bid shall submit it to the Purchasing Manager or her duly designated representative at one of the following:

Hand Delivered/or Carrier:

Purchasing Office
201 W. Fifth Street
Greenville, N.C. 27834

By Postal Mail:

City of Greenville-Purchasing
P.O. Box 7207
Greenville, N.C. 27835

2. This is a Formal Bid and therefore bids will be received and opened publicly at stated time. Bids will be reviewed and evaluated by staff at a later time and an award will be made at the earliest possible date. No late bids will be accepted.
3. **Award of Bid:** Bids shall be awarded to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract.
4. **Each bid must be submitted in a sealed envelope by date/time stated above. Envelope should be marked on the outside as “Formal Bid#17-18-34 along with Bidder’s name and address.**

Bids may be submitted via mail, hand delivery. NO BIDS WILL BE ACCEPTED BY EMAIL or FAX. PLEASE NOTE: All submittals should be on the attached BID FORMS, regardless to the method of delivery. Any bids/quotes not submitted on the attached bid form will be considered non-responsive.
5. All bids must be signed by an authorized official of the firm. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind.
6. The bidder shall insert the required responses and supply all the information as indicated on the Bid Form. The prices inserted shall be net and shall be the full cost including all factors whatsoever. **Any bids not submitted on such forms provided will be considered unresponsive.**

7. No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Purchasing Manager.
8. The City of Greenville reserves the right to reject any and all bids, to waive any informalities, and to accept the bid or any portion thereof that is deemed most advantageous to the City. Any bid submitted will be binding for 90 days after the date of the bid opening.
9. The specifications attached represent the minimum general size, capacity and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair responses or to eliminate competition, but they are intended for the protection of each and every bidder and to insure, if possible, that all bids submitted shall be upon a fair and comparable basis.
10. It is expressly understood by the bidders that written notice of award by the City will constitute an agreement by the City to consummate the transaction and will serve together with the proposal, advertisement, these instructions, and the detailed specifications, as the entire form of contract between the parties except in cases where formal contracts are warranted.
11. Each proposal shall specify a delivery time. Time of delivery to Greenville, N. C. will be a factor along with quality, cost, etc. in awarding the bids.
12. Bid shall be FOB, Greenville, N. C. with delivery to be to the Greenville Public Works Department located at 1500 Beatty St. Greenville, NC 27834.
13. Technical questions regarding the specifications of this bid shall be directed to Mr. Angel Maldonado, Fleet Manager at (252) 258-9639; email: amaldonado@greenvillenc.gov. All other questions regarding the bid shall be directed to Denisha Harris, Purchasing Manager, telephone (252)329-4862; email: dharris@greenvillenc.gov.

GENERAL TERMS AND CONDITIONS

1. **NON-DISCRIMINATION**: The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.
2. **NON-COLLUSION**: Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
3. **PAYMENT TERMS**: The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S.funds.
4. **GOVERNING LAW**: Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.
5. **ACCEPTANCE/REJECTION OF PROPOSALS**: The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.
6. **E-VERIFY COMPLIANCE**: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
7. **CONFLICT OF INTEREST**: Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.
8. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**: The City of Greenville has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, located in City Hall-

200 W. Fifth Street Greenville, NC. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

9. **MWBE PROGRAM: Minority and/or Women Business Enterprise (MWBE) Program**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 2% Minority Business Enterprise (MBE) and 2% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.

10. **FEDERAL LAW** : Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.
11. **TAXES**: Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.
12. **WITHDRAWAL OF PROPOSALS**: No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.
13. **SERVICES PERFORMED**: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
14. **INDEPENDENT CONTRACTOR**: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, workers's compensation, pension or retirement benefits.
15. **VERBAL AGREEMENT**: The City will not be bound by any verbal agreements.
16. **INSURANCE REQUIREMENTS**: Contractor shall maintain at its own expense

(a) **Commercial General Liability** Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured.

(b) **Professional Liability** insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services;

(c) **Workers Compensation Insurance** as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit;

(d) **Commercial Automobile Insurance** applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

17. **IRAN DIVESTMENT ACT**: Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

1. Invitation

The City Of Greenville invites sealed proposals for the work described in detail in the Specifications and generally described as follows: POLICE VEHICLE EQUIPMENT PURCHASE & INSTALLATION SERVICES. The work shall consist of providing all labor, equipment, and materials to perform emergency vehicle equipment installation services as it pertains to sixteen (16) New Ford SUV Police Interceptors.

For a list of Equipment to be purchased, see Attachment A

For diagrams and photos to identify location of equipment, see Attachment B.

These Attachments are referenced through the specifications.

Minimum Installer Qualifications

Installer *must submit with their bid* documentation that all technicians assigned to install equipment on vehicles for the City of Greenville have the following certifications:

1. EVT Certified (Emergency Vehicle Technician)
2. ASE Certified (National Institute for Automotive Service Excellence)
3. Havis ICS System (Integrated Control System for Ford Police Interceptor Utility)

These certifications must be current.

Additionally, the installer *must submit with bid* evidence to demonstrate that they have performed the same or substantially similar installation of equipment on Ford Interceptor at least 100 times in the last 5 years. Please provide the agency for which the installations were completed (at least three), the contact person and information (phone and email), and a description of the scope and quantity of work performed.

NOTE: The City Of Greenville may require the installer to conduct an onsite visit to inspect one of the vehicle already in service in order to assure that the work is going to be completed according to specification.

Preferred Installer Qualifications

It is preferred that the successful installer meet the above requirements *and* is currently a Ford Motor Company Qualified Vehicle Modifier, providing proof that they follow the Ford QVM process. A preferred vendor will show that systems are in place that include, but are not limited to, the following:

1. Written procedures to ensure repeatability of process.
2. Established Technician training requirements.
3. Compliance to Ford's Police Modifier's Guide during up-fitting.
4. Compliance to all Federal Safety Regulations.

5. Availability for surveillance audits - After initial Certification Ford performs annual surveillance audits to ensure the up-fitter continues to meet QVM criteria.
6. FMVSS Compliant - Federal Motor Vehicle Safety Standards.

A preferred installer will also demonstrate they have a training program as specified by Ford and that Technicians are current on certifications.

Installation Requirements

All installations shall be in such a manner as to enhance the life of the vehicle and its equipment. No modification(s) shall be made to equipment unless it is approved in writing by the manufacturer of the equipment and the Ford Manufacturer. It will also need to be approved by the City of Greenville Fleet Division Superintendent or designee. Installer shall follow proper wiring procedures that meet both Ford specification and also meet Whelen, Motorola, and Setina, wiring specifications.

All cars shall be wired alike.

Technical Specifications

1. Equipment and Wiring

All equipment, parts, and materials specified must be NEW factory condition.

All cables, wires, or wire harnesses through the bulkheads must be installed according to Ford's Police Modifier's Guide. Installer should also follow EVT, ASE and NFPA wiring standards for wiring and installation of equipment required for this bid. Whenever possible, installer shall use Ford up-fitter provision for power and ground. The installer must follow Ford TSB-17-0044 and install equipment according to instruction outline.

****Installer will provide a list of any none factory holes required for wire harness and how the holes were sealed. Installer must use approved Ford sealer to properly seal any hole. No switches or gauges are to be installed in the driver or passenger side knee impact areas.

Bidder must provide adequate retention for wire harnesses, so they are clear of bolts, corners, or edges which could chaff the wires during normal vehicle operation. Wires and harnesses are to be adequately secured throughout the run, to minimize chaffing, squeak, and rattles. Wires are to be run neatly throughout the vehicle and include "zip ties" to hold wires together as harnesses.

All mounting screws shall be trimmed to eliminate possibilities of injuries in trunk, driver/passenger compartment, dash, and hood area. Fasteners facing towards the undercarriage and firewall shall be undercoated.

All costs due to damage to vehicles and equipment caused from installation will be repaired or reimbursed by the successful bidder. It shall be at the sole discretion of the City Of Greenville to repair or replace damaged components resulting from poor workmanship of successful bidder by the vendor of its choice.

Wiring is to be provided with proper service loop, as to permit the equipment to be removed from its mounts (ie: radio from the center console or siren control box) for maintenance purposes. Generally, equipment wiring service loop shall allow components to reach and rest upon the front seats during repairs.

The City Of Greenville has an automated fuel dispensing system. For that purpose we are requiring that the installer shall install an 18AWG 2C Shielded Olympic P#8200C PVC coated weather resistance wire from the fuel neck to the OBD-2 connector underneath drives side. (Attachment B, See slide #17)

Circuit protection (fuses) shall be required for all wiring. Fuses shall be located at a central location inside the center console underneath cup holder. It should be a fuse block label matching fuse location diagram. The fuse rating shall not exceed the rated wire current capacity. Use 80% of the fuse rating to determine maximum steady state load to reduce nuisance fuse failures. Use 135% of the fuse rating when sizing wiring to protect the circuit in the event of an overload. Utilize Ford installer provision for power and ground.

No electrical component attachments or ground screws shall be adjacent to fuel tank, fuel filler pipes, fuel lines, fuel vapor lines, or carbon canisters.

Vehicles must be vacuumed and free of debris and metal shavings. All equipment must be tested and operational.

All wire of the proper specification and connectors of the proper specification must be provided. Wire Insulation: Polyvinyl Chloride (PVC), rated at 90°C (194°F) is the standard wire insulation that is acceptable for inside body use, but not acceptable for under-hood/underbody wiring. Cross Linked Polyethylene (XLPE or SXL), consistent with SAE specification SAE J1128, rated at 135°C (275°F) (minimum rating), is the required insulation for under-hood/underbody applications. Nylon Convolute, rated at 135°C (350°F) shall be used on all wires and wire harnesses located under-hood and underbody.

Convolute junctions must be taped with an abrasion resistant and heat resistant type tape, such as Polyken 267 or equivalent.

Wire Connectors: Weather-resistant (Weather-Pak) type connectors shall be utilized in all under hood/underbody locations. These connections shall also include a small amount of die- electric grease at the connection point. Where ring terminals, butt connectors, and spade terminals shall be used in all connection, they shall be Duraseal or equivalent crimp style to prevent corrosion. There shall be no scotch-lock, quick splice connectors or wire nuts utilized at any location. Whenever using connectors, the “female” side shall be connected to the electrical source side, and the “male” side shall be connected to the load side.

Installer shall provide a complete as-build wire diagram with location connection points.

All Factory removed equipment during installation for example Seat/seat belts and radio etc. must be shipped back in like new condition properly boxed and shrink wrapped to avoid damage.

2. Lighting Sync Patterns

1. All factory install lights will be left with the pattern set by Ford.
2. All Whelen ION except for Grill Light shall be set to Modu flash.
3. OIN Grill light the two inner shall be set to MODU Flash – two outer set to WIG-WAG Signal Alert 75.
4. Whelen Tracer shall be set to factory default flash pattern.

3. Siren Box Slide and momentary/push button switch

Slide switch position one – all rear lights – B-pillar lights – tracers and cargo window lights

Slide switch position two – include slide position one and front light bars – mirror lights – grill lights – fog lights- and blue lights in headlights

Slide switch position three – include slide one and two plus wig-wag and siren.

Siren horn hook to steering wheel horn ring.

Motorola radio to be hook to PA rotary switch output.

4. Push button switch position from left to right.

1. T/A left
2. T/A Right
3. N/A
4. N/A
5. Gun lock (this need to be reprogram to momentary switch mode)
6. Cruise function (this must be reprogram to off/on switch)

Delivery

The awarded bidder is responsible for all transportation costs including shipment from Asheville Ford, Asheville NC to the site of installation from the installation site to the City of Greenville, NC. All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at 1500 Beatty St Greenville NC 27834. The City of Greenville assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by authorized City of Greenville personnel. The successful supplier shall be responsible for filling, processing and collecting all damage claims. Notice must be given to Fleet Division as to when the vehicles will be delivered and schedule needs to be worked out prior to delivery.

Workmanship Failures:

Successful bidder will be responsible to reimburse the City Of Greenville for any workmanship failures. Please include on the signature form the warranty of your company for workmanship.

To be submitted as Bid:

1. Documentation of Minimum Required Installer Qualifications plus three references
2. Documentation of Preferred Installer Qualifications (*Optional*)
3. Attachment A: Bid Form
4. Attachment C: Signature Form

Attachment C—Signature Form

****MUST BE ATTACHED TO BID****

City of Greenville

Financial Services Department/Purchasing Division

Formal Bid #17-18-34 POLICE VEHICLE EQUIPMENT PURCHASE & INSTALLATION

A. Delivery/Turnaround Time for Vehicles:

_____ Days After Receipt of Vehicles

B. Warranty on Workmanship (one year is the minimum to be accepted):

_____ year(s)

C. List any exceptions taken to specifications:

Non-Collusion Compliance:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair 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. The bidder hereby makes an offer to the City of Greenville in accordance with the bid documents, including this Bid Proposal Form and all enclosures. The undersigned individual certifies that he or she is authorized to sign this bid for the bidder.

Date _____

The following are enclosed: (check all applicable)

___ Brochures

___ Samples

___ Other

OFFICIAL LEGAL NAME OF COMPANY

ADDRESS

CITY STATE ZIP CODE

AUTHORIZED SIGNATURE

PRINT NAME TITLE

(____)_____(____)_____
TELEPHONE NO FAX NO.

FEDERAL I.D. NUMBER

EMAIL/WEB SITE ADDRESS