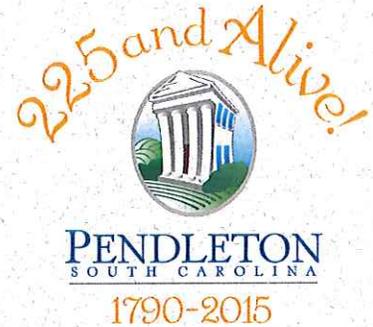


Town of Pendleton

History, Hospitality, Happenings...HOME

Frank H. Crenshaw
Mayor

Steven Miller
Administrator



Public Notice:

The Town of Pendleton, SC is accepting proposals for **Up to four (4) Marked 2016 Ford Police Interceptor Utility AWD**. Proposals will be accepted until 2 p.m. January 14, 2016, at the Pendleton Town Hall, 310 Greenville Street, Pendleton, SC 29670. The deadline for questions is 2 p.m. January 7, 2016. At 2 p.m. on January 14, 2016, all proposals will be publicly opened and read aloud in the Council Chambers of Town Hall.

Proposal specifications and any additional information may be obtained from the Pendleton Town Hall; Monday through Friday 9 a.m. to 5 p.m., same address as stated above or from the Town of Pendleton's website at www.townofpendleton.org.

COUNCIL

Bruce Kalley
Ward 1

Sandra Gantt
Ward 2

M. Denise Jackson
Ward 3

A. Scott Ward
Ward 4

The Town of Pendleton reserves the right to accept or reject any or all proposals, to waive any informality or irregularity in any proposal received, or to withhold for any reason, as deemed in the best interest of the Town.

Municipal Complex
310 Greenville Street
Pendleton, SC 29670

Phone: 864-646-9409

Fax: 864-646-5425

info@townofpendleton.org
www.townofpendleton.org

Town of Pendleton RFP – Police Vehicles

SECTION 1

INFORMATION AND CONDITIONS FOR BIDS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF RECEIVED FROM THE TOWN OF PENDLETON.

- 1. Preparation of Bid Form.** The Town of Pendleton, a body politic and corporate and a political subdivision of the State of South Carolina, (hereinafter referred to as “Town”) invites your bid on the form included in this Bid package (the “Bid Package”) to be submitted at the time and place stated in the Notice Calling for Bids (the “Notice”). Bids shall be submitted on the prescribed Bid Form, which, along with all other documents in the Bid Package, must be completed in full. All labor, material, equipment, overhead, direct, indirect costs and profit are to be included in the prices submitted in Bid. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. The signatures of all persons shall be in long hand. Prices, wording, and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the party submitting the bid.
- 2. Form and Delivery of Bids.** The Bid must conform and be responsive to all requests in the Bid documents and shall be made on the Bid Form provided, and the complete bid, together with all additional materials required in the Bid Package, shall be enclosed in a sealed envelope, addressed and hand-delivered or mailed to the Town Administrator, Town of Pendleton, 310 Greenville St., Pendleton, SC 29670, and must be received on or before the time set forth in the Notice for the Opening of Bids. The envelope shall be plainly marked in the upper left-hand corner with the party making the bid’s name, the project designation and the date and time for the opening of Bids. It is the party submitting the Bid’s sole responsibility to ensure that its Bid is received prior to the Bid deadline. Any Bid received after the scheduled closing time for receipt of Bids shall be returned to the party submitting the Bid unopened. At the time set forth in the Notice for the Opening of Bids will be opened and publicly read aloud at the place indicated in the Notice. **All Bids are due by 2 p.m. January 14, 2016. The deadline for questions is 2 p.m. January 7, 2016.**
- 3. Signature.** The Bid Form, all Information required of Party submitting the Bid, Non-Collusion Affidavit, the Vendor’s Agreement when executed, and any and all Guarantees must be signed in the name of the party submitting the Bid and must bear the signature of the person or persons duly authorized to sign these documents. If the party submitting the Bid is a corporation, the legal name of the corporation shall first be set forth, together with two signatures; one from the chairman of the board, president or vice-president and

Town of Pendleton RFP – Police Vehicles

one from among the secretary, chief financial officer or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event that the party submitting the Bid is a joint venture or partnership, there shall be submitted with the Bid a statement signed by the authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful party, who shall act in all matters relative to the Vendor's Agreement for the joint venture or partnership. If the party submitting the Bid is an individual, his/her signature shall be placed on all such documents.

4. **Modifications.** Changes in or additions to any of the documents contained in the Bid package, alternative Bids, or any other modifications, which are not specifically called for by the Town, may result in the Town's rejection of the Bid as not being responsive. No oral or telephonic modification of any Bid will be considered. Prior to the opening of Bids, a written modification signed by the party submitting the Bid postmarked and received by the Town prior to the opening of Bids or a facsimile modification duly signed by the party submitting the Bid received prior to the opening of Bids may be considered by the Town.
5. **Erasures, Inconsistent or Illegible Bids.** The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by the signature(s) of the person(s) signing the Bid. In the event of inconsistencies between the words and figures in the Bid, words shall control. In the event the Town determines any Bid is unintelligible, illegible or ambiguous, the Town may reject such Bid as not being responsive.
6. **Withdrawal of Bids.** Any Bid may be withdrawn by written request, or by facsimile transmission confirmed in the manner specified above for Bid modifications, at any time prior to the scheduled closing time for receipt of Bids. No Bid may be withdrawn for a period of 60 days after Bids are opened.
7. **Interpretation of Bid Documents.** If any party submitting a Bid is in doubt as to the true meaning of any part of the Bid documents, or finds discrepancies in, or omissions from any requirements and specifications, a written request for an interpretation or correction thereof may be submitted to the Town. The party submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid documents will be made only by addendum duly issued by the Town, and a copy of such addendum will be hand-delivered or mailed or faxed to each party submitting a Bid known to have received a Bid Package. No person is authorized to make any oral modification of any provision in the Bid documents, nor shall any oral modification be binding upon the Town. If discrepancies in the requirements or specifications or conflicts between requirements, specifications, terms or conditions exist, the interpretation of the Town shall prevail. Any party submitting a Bid shall become familiar with the specifications and drawings (if any). SUBMISSION OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT

Town of Pendleton RFP – Police Vehicles

THE PARTY SUBMITTING THE BID HAS DETERMINED THE REQUIREMENTS AND SPECIFICATIONS ARE SUFFICIENT FOR SUBMITTING A BID. THAT PARTY SUBMITTING THE BID IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE REQUIREMENTS AND SPECIFICATIONS.

- 8. Party Submitting the Bid Interested in More Than One Bid.** No person, firm or corporation shall be allowed to make, or file, or be interested in more than one Bid for the same work unless alternate Bids are specifically called for by the Town.
- 9. Award of Contract.** The Town reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids or in the Bid process. If two identical Bids are received from responsive and responsible parties submitting the Bids, the Town may elect to determine the Vendor as deemed in the best interest of the Town. The award of the contract, if made by the Town, may require action of the Town Council.
- 10. Alternatives.** If alternate Bids are called for, the contract may be awarded at the election of the Town to the most responsive and responsible party submitting the Bid on the base of Bid, or on the base of Bid and any alternate and any deductive or base Bid and any combination of alternates and any deductions.
- 11. Anti-Discrimination.** It is the policy of the Town that in connection with all services performed under town contracts, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, physical disability, mental disability, or medical condition. In addition, the successful party agrees to require like compliance by any authorized sub-vendors employed on the work by the successful Vendor.
- 12. Hold Harmless.** The successful Vendor awarded the contract, shall indemnify and hold harmless the town, its council members, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, including but not limited to, attorney's fees, of any nature whatsoever, which may be incurred by reason of:
 - a. (1)** Death or bodily injury to person(s); **(2)** injury to, loss or theft of property; or **(3)** any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor, its officers, agents, employees, or sub-vendors and their employees arising out of or in any way connected with the work called for in this Project, except for liability resulting from the sole active, gross, negligence or willful misconduct of the Town.
 - b.** Any injury to or death of any person(s) or damage to, loss or theft of any property arising out of, or in any way connected with, the work covered by this Project, whether said injury or damage occurs either on or off Town property, except for liability resulting from the sole active, gross, negligence or willful misconduct of the Town.

The Vendor, at Vendor's own expense, cost, and risk shall defend, at the Town's request, any and all actions, suits, or other proceedings that may be brought or instituted against the Town, its officers, agents, or employees, on any such claim or liability, and shall pay

Town of Pendleton RFP – Police Vehicles

or satisfy any judgement that may be rendered against the Town, its council members, officers, agents or employees in any action, suit or proceedings as a result thereof.

- 13. Confidential Information and Trade Secrets.** All Bids become a matter of public record at the time of the response openings. By submitting a response, any party submitting a Bid specifically assumes any and all risks and liability associated with all information, including any marked confidential, in the response and the release of information. The Town under no circumstances shall be liable to any party submitting a Bid or any other party for the legally mandated disclosure of any information submitted by any party submitting a Bid whether marked Trade Secret or otherwise. The Town reserves the right not to consider Bids in which all, or portions, of the proposal, are declared to be Trade Secrets or otherwise marked as confidential.
- 14. Equal Opportunity.** All persons and business organizations will receive consideration for an award of a contract without regard to age, gender, race, religion, color, or national origin.
- 15. Cost for Bid Preparation.** Costs incurred in the preparation of the Bid and subsequent demonstrations or any other activities related to the Bid will be borne by the party submitting the Bid. The rejection of any Bid in whole or in part will not render the Town liable for any cost or damage of any party submitting a Bid.
- 16. Town's Right to Accept or Reject Bid.** The Town reserves the right to accept or reject any and all Bids submitted. The Town reserves the right to accept or reject any or all quotes or parts thereof and to award the contract as is determined to serve the Town's best interest. The Town reserves the right to contract with other firms at its sole discretion. The Town reserves the sole right to decide whether a Bid does or does not comply with the requirements of the Bid solicitation, and to accept, reject or negotiate modifications of suppliers Bids.
- 17. Property of the Town.** The Vendor's Bid will become the property of the Town and will not be returned. Any information disclosed to the Town in the Bid solicitation and Bid process will be considered an integral part of the Bid.

BY EXECUTION HEREOF, The party submitting the Bid acknowledges receipt and its understanding of the information and conditions contained hereinabove and agrees to be bound by same.

VENDOR

Print Name of Corporation or Entity

By: _____
Print Name: _____

Town of Pendleton RFP – Police Vehicles

Up to Four (4) Marked 2016 Ford Police Interceptor Utility AWD

Equipment: The intermediate size 4-door police utility vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with all EPA Emission Standards and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

Drivetrain: Police Interceptor Utility (AWD): Ford order code K8A

Powertrain: 3.5L Ecoboost V6 with 6-speed automatic transmission: Ford order code 99T

Cooling system: Heavy Duty Police

Battery: Heavy-duty (78-amp-hr/750 CCA)

Alternator: Heavy-duty 220 amp

Headlamps: LED low beams; incandescent (Halogen) high beams

Headlamp housing: Ford order code 86P

Taillamps: LED

Taillamp housing: Ford order code 86T

Mirrors: Power side view, manual fold-away with integrated blind spot

Speedometer: certified calibration with full analog gauges

Reverse sensing system with rearview camera

Front and Rear Bumpers: factory standard with recovery hooks

Seats: Heavy-duty cloth front bucket, driver six-way power with manual lumbar / manual passenger / vinyl rear 60/40 fold down rear bench

Steering: Electronic power-assisted – heavy-duty

Tires: Five (5) P245/55R18 BSW all season steel belted radials with full-size spare

Wheels: Heavy-duty 5 spoke steel wheels with center caps

Brakes: 4-wheel heavy-duty disc with Anti-Lock Braking System (police-calibrated)

Climate control: Manual air conditioning and rear defroster

Instrument cluster: Engine hour meter/Engine idle meter/ with redundant digital speedometer display (gauges, electric & fuel)

Trunk release: remote, driver accessible

My Ford with 4.2” color LCD display including digital speed readout in police instrument cluster and center stack “smart display”

Town of Pendleton RFP – Police Vehicles

Ford Synch: Ford order code 53M

Spot Light: Driver's side pillar mounted: Ford order code 51R

Dome Light: Interior dome light, high intensity, header mounted above windshield, switch controlled red/white first row

Dark Car Feature: Ford order code: 43D

Dome light in cargo area: Ford order code: 17T

Body side molding: painted to match and installed on front and rear doors

Single key locking system: One key operates all locks

Fuel filler: Easy Fuel capless filler

Fuel Tank: Minimum 18.6 gallons

Radio: Minimum AM/FM with radio noise suppression

Radio Noise Suppression: The vehicle is to be used as a government fleet vehicle and will have an approximate 150-watt mobile (two-way) radio installed, operating on frequencies designated by the FCC for use in the Public Radio Service (47 CFR 90). The vehicle shall be fully compatible with the above radio installation and the vehicle components and equipment shall not interfere with the operation (transmitting or receiving) of the mobile radio.

Intermittent wipers

Remote Keyless Entry: Ford order code 595

Three (3) keys: Three (3) complete sets of keys are to be provided for each vehicle delivered. The cost for same is included in the base price. This requirement applies to all types of key systems (traditional 2 key sets, traditional 1 key, programmable 1 key, etc.). This does not apply to keyless entry remote unless integrated into the key.

Door Locks: Power locks with remote entry

Exterior locks: Driver, front passenger, and lift gate

Glass: 1st row Solar tinted; 2nd and 3rd rows privacy glass

Power windows: one touch up/down driver's side with disable features

Remappable switches on steering wheel: Ford order code 61R

Underbody deflector plate: Ford order code 76D

Additional Needed Items

52 Inch Lightbar with LED alley lights and takedowns with mounting hardware

Surface mount or flush mount white LEDs (2) for headlights

Town of Pendleton RFP – Police Vehicles

Bracket (2) for 2016 Ford Explorer to hold MR 6

TRX6B --- (2) Torus exterior 6 LED Blue (2) for grill lights

XT3 90d L bracket (2)

TRX6B --- (2) Torus exterior 6 LED Blue (1) for each side back windows

XT3 Dbl lights blue/blue (2) for mount in back

Twist lock 6 Pack HAB, clear (2) for tail lights

3892L6 – Siren and switch panel (1)

100w speaker w/ Explorer (2011+) & PI Utility (2012+) bracket (1)

PI Utility Console 13 + (16” FP-12” top 4” bottom) (1)

ABS cup holder for Ford Police Interceptor contour console (1)

425-6411 armrest (1)

Ford PI Utility console computer side mount (1)

Kodiak Mobile CF-31 iDock (1)

GR2-AR BLM horizontal Mount to partition window (1)

Space Creator Partition – High security/high visibility for Ford 13+ PI Utility (1)

Side curtain airbag compliant cargo barrier (CB4) – PI Utility (2016+) (1)

Complete Decal Kit

Golden Eagle II dual antenna, Ka-band DCM w/ TruTrack, 27-month warranty
Includes: Display separation kit & plates

Kenwood NX-5900K 700/800 MHz, 30/35 Watts NXDN Conventional/800 MHz Type-C Trunking. Includes power cable, microphone, and mounting bracket.

KWD-5100CV: License key for P25 Conventional

KWD-5101TR: License key for P25 Phase 1 Trunking (requires KWD-5100CV)

KWD-5103RK: License key for P25 OTAR (requires KWD-5106DT for trunking operation)

KWD-5106DT: License key for P25 Packet Data (requires trunked OTAR/GPS/Text)

KWD-AE31K: AES & DES Encryption Module (Multi-key). Order a Labor Code L-5008 if installation is required. Note: Requires KPG-AE1/DE1 software key loader or Motorola KVL3000 Plus/4000 key loader device. KWD-AE31K is a U.S. DOC/BIS Export Controlled Item (ECCN 5A002A.1)

Town of Pendleton RFP – Police Vehicles

Note 1: *Before Equipment is Installed*

The vendor should contact the Pendleton Police Department @ 864-646-9409, for specific wiring, location of lights and operating instructions.

Note 2: **Known Vendors for Police Equipment**

Light-N-Up, LLC

Roebuck, SC 29376

Phone# 864-587-9821

Fax# 864-574-5002

All paperwork should be titled to:

Town of Pendleton

310 Greenville St.

Pendleton, SC 29670

Vehicles to be delivered to:

865 Woodburn Rd.

Pendleton, SC 29670

Town of Pendleton RFP – Police Vehicles

EXHIBIT A

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PARTY MAKING THE PROPOSAL AND SUBMITTED WITH PROPOSAL

STATE OF SOUTH CAROLINA

TOWN OF PENDLETON

PERSONALLY appeared before me _____ being first duly sworn, who deposed and states that he or she is _____ of _____, the party making the foregoing Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, limited liability company or corporation; that the Proposal is genuine and not collusive or a sham; that the party making the Proposal has not directly or indirectly induced or solicited any other party making a Proposal to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any party making a Proposal or anyone else to put in a sham Proposal, or that anyone shall refrain from making a Proposal: that the party making the Proposal has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of the party making the Proposal or any other party making a Proposal, or to fix any overhead, profit or cost element of the Proposal price, or of that of any other party making the Proposal, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract: that all statements contained in the Proposal are true: and further, that the party making the Proposal has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof: or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

Vendor

Print Name of Corporation

By: _____
Print Name: _____

Sworn to before me this _____ day
Of _____, 20_____

(L.S.)
NOTARY OF PUBLIC FOR SOUTH CAROLINA
My Commission Expires: _____

Town of Pendleton RFP – Police Vehicles

EXHIBIT B

BID FORM

Name of Party submitting the Bid: _____

To: Town Administrator of the Town of Pendleton

Pursuant to the Notice Calling for bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications and General Conditions contained therein, hereby submit the following pricing set forth herein:

Bid: Up to Four (4) Marked 2016 Ford Police Interceptor Utility AWD

Total Bid Price described in the Specifications (see below):

<u>Qty</u>	<u>U/M</u>	<u>Description</u>	<u>Cost</u>	<u>Total Cost</u>
Up to 4	Each	Marked 2016 Ford Police Interceptor Utility AWD Per specifications	_____	_____
			S.C. Tax	_____
			Delivery cost	_____
			Total	_____