



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street
Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE (March 14, 2014), INVITATION TO BID NUMBER (2014039-PD-B), FOR (Police Evidence Collection Vehicle), DEPARTMENT (Police), DATE/TIME OF CLOSING (March 31, 2014 at 3:00pm local time), CONTRACT ADMINISTRATOR (Lt. Chris Rush)

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that this entire ITB and any addendums shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

\_\_\_\_\_

Federal Employer Identification # :

\_\_\_\_\_

State Corporation Commission #:

\_\_\_\_\_

E-mail:

Prompt Payment Discount: \_\_\_% for payment within \_\_\_ days/net \_\_\_ days

By signing this bid, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this ITB.

CHECK ONE: [ ] INDIVIDUAL [ ] PARTNERSHIP [ ] CORPORATION [ ] LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Purchasing Office, 345 South Main Street, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

\*This document must be completed & returned with bid submission.

Table of Contents

**I. Description.....2**

**II. Specifications.....2**

**III. General Terms & Conditions for the City of Harrisonburg, VA.....2**

**IV. Instruction to Bidders.....9**

**V. Questions.....10**

**VI. Modification & Withdrawal of Bid .....10**

**VII. Award of Contract .....10**

**VIII. Warranty .....11**

**IX. Payment .....11**

**X. Recalls or Safety Notices .....11**

Attachments

**A. Bid Sheet Form.....12**

**B. Additional Specifications Form .....15**

**C. Exceptions to Specifications Form .....16**

**D. State Corporation Commission (SCC) Form .....17**

**E. Sample Contract ITB.....18**

## **I. DESCRIPTION**

The City of Harrisonburg Police Department (HPD) is seeking bids for one (1) Police Evidence Collection Vehicle.

## **II. SPECIFICATIONS**

Bidders shall submit their pricing directly on Attachment A and return it completed with their bid submission. A Total Bid Value shall be provided for the specifications required for the Police Evidence Collection Vehicle. In the instance one or more of the specifications is not able to be provided, bidder shall notate such on Attachment C. Failure to meet all required specifications may be grounds for rejection of the bid.

In addition to cost, bidder shall provide an estimated time for completion of vehicle manufacturing. This date shall be submitted in the appropriate location on the Bid Form (Attachment A). At this point, the City of Harrisonburg Police Department is planning to pick up the vehicle at the vendor's stated location. The City will consider an additional delivery cost, but this will not be taken into account in evaluation of the bids as it would be an additional service provided. Bidders are requested to submit an additional delivery cost on the Bid Sheet (Attachment A) where indicated. No response will be understood as delivery is not an option.

The minimum specifications for the Police Evidence Collection Vehicle may be found in Attachment A. In addition to meeting these criteria, bidders shall provide further details on the vehicle, including but not limited to: Engine, Transmission, Suspension, Frame, Wheels & Tires, etc. This additional information shall be provided on Attachment B Additional Specifications Form. If more room is needed, an additional page(s) may be submitted.

Additional brochures on the vehicle and further detailed specifications are encouraged to be sent with bid submission package.

## **III. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA**

**PURCHASING AND CONTRACTING MANUAL:** This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at [www.Harrisonburgva.gov/bids-proposals](http://www.Harrisonburgva.gov/bids-proposals).

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where

applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

**ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

**MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

1. (For Invitation For Bids(ITB):) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals(RFP):) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**REVISIONS TO THE OFFICIAL ITB/RFP:** No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg’s web site and/or authorized by the City of Harrisonburg’s Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

**CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**PAYMENT:**

1. To Prime Contractor:
  - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

**PRECEDENCE OF TERMS:** General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**QUALIFICATIONS OF (BIDDERS/OFFERORS):** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

**CANCELLATION OF THE CONTRACT:** The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

**TAXES:** Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.  
**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an “equal” product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.(**NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS**)

**TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.(**NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS**)

**INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. (**NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.**)

**AVAILABILITY OF FUNDS:** Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

**SELECTION PROCESS/AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

**BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**EXCUSABLE DELAY:** The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

**DRUG-FREE WORKPLACE:** 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.

**SAFETY and OSHA STANDARDS:** All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

**PERMITS AND FEES:** All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

**COOPERATIVE PROCUREMENT:** This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

**LIABILITY AND LITIGATION:** The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

#### **IV. INSTRUCTIONS TO BIDDERS**

All bids must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Bid: Police Evidence Collection Vehicle ITB#: 2014039-PD-B**”. Proposals shall clearly indicate the legal name, address and telephone number of the bidder (company, firm, partnership, or individual). All expenses for making bid to the City shall be borne by the bidder.

Bidders shall provide two (2) paper copies and one (1) electronic copy (on CD or thumb drive) of the bid documents. Bid documents shall be mailed or hand-delivered to the **Purchasing Office located at 345 South Main Street, Room 201, Harrisonburg, VA 22801**. Faxed or emailed bids will not be accepted. Bids shall be received by the Purchasing Office no later than **Monday, March 31, 2014 at 3:00pm local time**. Any bids received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The bidder has the sole responsibility to have the bid received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

All documents contained within the bid submission shall be completed in their entirety and signed and dated where required.

#### **Bid Submission Checklist**

- Cover Page
- Product Catalog or Brochures, if any
- Bid Sheet (Attachment A)
- Additional Specifications Form (Attachment B)
- Exceptions to Specifications, if any (Attachment C)
- State Corporation Commission (SCC) Form (Attachment D)

- Signed Addenda, if any

## V. QUESTIONS

Questions related to the ITB or requests for clarification may be directed to Ms. Pat Hilliard, Purchasing Agent for the City of Harrisonburg, by email ([Purchasing@harrisonburgva.gov](mailto:Purchasing@harrisonburgva.gov)) or by fax (540-432-7778). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City's website at [www.harrisonburgva.gov/bids-proposals](http://www.harrisonburgva.gov/bids-proposals) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov). All questions must be received no later than **Monday, March 24, 2014 at 12:00pm (noon), local time**. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposals.

## VI. MODIFICATION & WITHDRAWAL OF BID

A bidder may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids.

Except as provided in 2.2-4330 Code of Virginia, no bidder may withdraw his bid for a period of sixty calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Owner during this period.

## VII. AWARD OF CONTRACT

The contract will be awarded to the lowest responsive and responsible bidder meeting the applicable specifications. The City reserves the right to reject any and all bids and will further reserve the right to waive or not waive any informality in any bid. The City reserves the right to ask for additional information from the vendor to determine whether a company is responsible. The winning bidder shall submit a W-9 to the City Purchasing Office via email ([Purchasing@harrisonburgva.gov](mailto:Purchasing@harrisonburgva.gov)) or fax (540-432-7778) within fourteen (14) calendar days of contract award.

The City of Harrisonburg will only take into account overall cost (Total Bid Value) of the vehicle. Consideration of delivery cost will not be considered at the time of evaluation, as it will be considered an additional optional service.

If the bid from the lowest responsive, responsible bidder exceeds available funds, the HPD may negotiate with the apparent low bidder to obtain a contract price within available funds.

Upon receipt of vehicle, successful bidder shall submit as-built interior and exterior AutoCAD drawing. Complete wiring schematics shall also be provided for the vehicle by the successful bidder.

## **VIII. WARRANTY**

The successful bidder will be required to warranty all equipment supplied. Warranty shall be described in detail on a separate document with bid submission. The location of all warranty work shall also be specified in detail by bidder on a separate document with bid submission.

The warranty date shall commence on the date the City receives possession of the vehicle, either through pick-up or delivery. At a minimum, the new vehicle warranty shall be: bumper-to-bumper 3 year / 36,000 miles, no deductible; power train 5 years / 60,000 miles; safety restraint system 5 years / 60,000 miles; corrosion 5 years / unlimited miles; and roadside assistance program 5 years / 60,000 miles. Any warranty terms exceeding this shall be noted. Additional warranty information (extended warranty) shall also be submitted with bid submission, but shall not be included in the Total Bid Value, only the minimum warranty terms.

Vehicle shall come with one operator's and maintenance handbook, in addition to the warranty information.

## **IX. PAYMENT**

Full payment will be made upon receipt, inspection and acceptance of a complete unit. No down or partial down payments will be made. Payment shall be remitted Net 30 from date of delivery or pick-up, unless otherwise specified.

## **X. RECALLS OR SAFETY NOTICES**

All recall or safety notices from the manufacturer shall be sent to the following address:

Harrisonburg Police Department  
Attn: Chris Rush  
101 North Main Street  
Harrisonburg, VA 22801



## ATTACHMENT A. BID SHEET

**Bid Number:** 2014039-PD-B

**Bid Due Date:** Monday, March 31, 2014 at 3:00pm local time

**Bid Documents Received:** 345 S. Main Street, Room 201, Harrisonburg, VA 22801

### MINIMUM SPECIFICATIONS

#### CATEGORY A: CHASSIS

- Ford E-350 Super Duty
- Cutaway chassis
- 12,500 GVWR
- 4x2, hydraulic brakes
- 40 gallon fuel tank capacity (gasoline)
- 4-Speed Automatic Transmission
- Power Steering
- Power Disc Brakes – 4 Wheel Anti Lock

#### CATEGORY B: DIMENSIONS OF VEHICLE

- Overall Length: 21' Evidence Collection Vehicle
- Exterior Width: 96"
- Overall Height: 11.5"
- Interior Width: 88"
- Interior Headroom: 82"
- Interior Floor Length: 12'

#### CATEGORY C: INTERIOR DETAILS

- Upgrade standard flooring to Linex flooring (if not already done)
- Under counter refrigerator
- Powered reversible roof vent w/ max air cover
- Roof mounted AC
- Replace any interior white lights with combo red/white lights
- Siren with amplifier control pane
- Security alarm system w/motion sensors
- 4Kw air cooled gasoline generator, compartment installed, with remote start-stop, or similar
- Interior work desk & ergonomic cloth-upholstered chair
- Locking storage cabinets (Note: No particle board materials shall be used in cabinet construction. Doors shall be finished with standard grade dry erase laminate. Hardware shall be brushed chrome finished. All cabinets to be glued and screwed, no staples. All laminate to be bonded to plywood using a hot press method cured at 230 degrees Fahrenheit under a minimum of 3,000 pounds per square inch to insure the best adhesion in the industry. All shelving, where applicable, is to be adjustable on 32mm increments using zinc-plated steel shelf pins.)
- Analog instrument display

- Back up alarm
- Two (2) 12V DC power accessory outlets
- 2 sets of keys to the vehicle & any locking interior storage spaces shall be provided
- Fresh air heater & defroster – cab
- Power and heated exterior mirrors to provide full viewing beyond width of truck body
- Rubber Floor Mats
- Two-Speed windshield wiper with intermittent feature
- AM/FM/Stereo with Clock Auxiliary
- Overhead Cab Lighting
- All Walls And Ceiling Areas Insulated With 1" Thick Minimum Automotive Fiberglass Secured In Place With Sprayed-In Adhesive.

**CATEGORY D: EXTERIOR DETAILS**

- Exterior graphics package
- Roll out exterior awning on one side
- Fiberglass reinforced body
- Finish shall be high gloss white
- Outside LED emergency response light package
- Two telescoping tripod lights mounted to back with extension cords to remove from vehicle
- Two clear or white LED crime scene lights on each side of the body vehicle, that can work independently (one side at time)
- Shoreline Power
- 14' Awning – curb side mounted, automatic roll-up type with anodized aluminum wrap around weather shield.

**CATEGORY E: ADDITIONAL TECHNOLOGY**

- 24 port switch with cat 6 patch panel (or similar)
- Cisco network switch (or similar)
- Wireless G broadband router

**TOTAL BID VALUE: \$**

**Total Bid Value in Written Format:** \_\_\_\_\_

**Completed Manufacture Time (from date of order):** \_\_\_\_\_

**Optional Delivery Cost (additional option):** \$ \_\_\_\_\_

*Note: Delivery cost should NOT be included in Total Bid Value. This service is optional & will not be considered during evaluation of the bids—only Total Bid Value will be considered.*

**Location where vehicle is to be picked up by HPD:**

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Bidder

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Address

***\*This form must be completed & returned with your bid documents.\****







**ATTACHMENT D: STATE CORPORATION COMMISSION FORM**

**Virginia State Corporation Commission (“SCC”) registration information:**

**The undersigned Offeror:**

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
(Print)

**Title:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

*\*This form must be completed & returned with your bid documents.\**



**ATTACHMENT E: CITY OF HARRISONBURG, VA  
STANDARD CONTRACT ITB SAMPLE**

This Contract entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ hereinafter called the “Contractor” and the City of Harrisonburg, VA, called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Invitation to Bid (no revisions by the Contractor) dated: \_\_\_\_\_

If applicable, any Official City Addenda(s):

#1, dated: \_\_\_\_\_

- (3) The Contractor’s Bid response dated \_\_\_\_\_ and the negotiated modifications (if applicable) to the Bid, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG (OWNER):

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

***\*Note: This document is for vendor reference and is NOT required to be returned with bid submission.***