



## PURCHASING

September 27, 2021

MEMO TO: Prospective Bidders

FROM: Lisa Burnett, Purchasing Supervisor

SUBJECT: Request for Proposals: (8) Police and Fire Vehicles

DUE DATE AND TIME: Wednesday, October 13, 2021 at 2:00 p.m.

Pursuant to N.C.G.S 143-129, the Town of Waynesville is seeking competitive bids for the Purchase of:

### **FBR 2022-01 Eight (8) Police and Fire Vehicles**

Please find attached the Instructions to Bidders, Specifications and Bid Proposal forms. Please submit your bid on the form provided herein, or an exact copy thereof, and return one copy of the entire bid packet along with any descriptive literature covering the equipment you are bidding. Prospective Bidders are **not** required to bid on all categories in the proposal in order to be considered for award on specific vehicles listed within the proposal.

Bids should be addressed to the Town of Waynesville Purchasing Department, Attn: Lisa Burnett, Purchasing Supervisor, 129 Legion Drive, Waynesville, NC 28786.

Should you have any questions please contact the Town of Waynesville Purchasing Department by phone at (828) 456-3706, by fax at (828) 456-2005, by e-mail to [lburnett@waynesvillenc.gov](mailto:lburnett@waynesvillenc.gov) or in person at Public Works, 129 Legion Drive, Waynesville, North Carolina, 28786.

We strongly encourage minority participation.

Town of Waynesville,  
Lisa Burnett  
Purchasing Supervisor

**NOTICE**

Pursuant to N.C.G.S. 143-129 this is a formal bid. Proposals will be received by the Town of Waynesville, until **2:00 p.m. Wednesday, October 13, 2021**, in the Purchasing Department, 129 Legion Drive , Waynesville, North Carolina, 28786, at which time they will read aloud and made available for Public inspection for the purchase of the following:

**(8) Police and Fire Vehicles**

Specifications and bid documents may be obtained in the Purchasing Office of the Town of Waynesville, 129 Legion Drive, Waynesville, North Carolina, 28786, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday or by email request to [lburnett@waynesvillenc.gov](mailto:lburnett@waynesvillenc.gov).

The Town of Waynesville reserves the right to reject any or all bids or award bid to the lowest responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

**No electronic submissions will be accepted.**

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## **A message from the Town of Waynesville**

The Town of Waynesville is fully committed to provide Small Local Business Enterprises (SLBE's) and Minority Business Enterprises (MBE's) an equal opportunity to participate in all aspects of the Town's contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the Town. It is also the policy of the Town to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion, or national origin and to conduct its contracting and purchasing programs to prevent such discrimination. The Town is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The Town will actively seek and identify qualified SLBE's and MBE's to offer them the opportunity to participate in the procurement of contracts for all Town purchasing and service contracts as well as construction and repair contracts.

The Town aspires to spend 10% of its eligible contract dollars with Minority Business Enterprises and contractors.

For more information or questions about the MBE Outreach policy , please contact the Purchasing Department at 828-456-3706.

## **TOWN OF WAYNESVILLE**

### **SPECIFICATIONS FOR POLICE AND FIRE VEHICLES**

It is the intent of this specification to secure for the Town of Waynesville (8) Police and Fire vehicles. Specifications for these units are enclosed and should be considered to be **minimum** requirements. All parts not specifically mentioned which are necessary in operations shall be furnished by the successful bidder. All equipment provided shall meet the requirements of all OSHA, State and Federal Laws.

It will be the bidder's responsibility to carefully examine each item of this specification. Failure to respond to each section of the technical specification will cause the proposal to be rejected without review as "non-responsive". A check mark in the blank immediately preceding each number shall indicate minimum requirements are met. All exceptions and variations must be clearly noted on the attached Exception/Variation Form. This form must be signed and returned with the bid package. Failure to clearly identify all exceptions or variations, as determined by and at the discretion of the Town of Waynesville, may be cause for rejection of the bid.

Bid will be awarded on the basis of price, equipment quality, and conformity with this set of specifications. The Town of Waynesville reserves the right to reject any or all bids.

#### **DELIVERY:**

The completed vehicles shall be delivered by the successful bidder to:

Town of Waynesville  
Purchasing Department  
129 Legion Drive  
Waynesville, North Carolina 28786

## **Category 1**

### **Mid-Size Sedans**

1. \_\_\_(3) Mid-Size sedans with police pursuit package, equivalent to the Charger.
2. \_\_\_Units to have V-8 engines.
3. \_\_\_Preliminary Exterior color: Colors will be confirmed at time of order,  
with dealer provided standard color chart below.
  - (3) Black Clear Coat
4. \_\_\_Interior color to be dark gray or black.
5. \_\_\_Front bucket type cloth seats with power driver seat.
6. \_\_\_Rear seat to be bench type cloth.
7. \_\_\_Units shall have Goodyear pursuit rated tires.
8. \_\_\_Units to have full 18" wheel covers.
9. \_\_\_ABS braking system.
10. \_\_\_Units to have a full-size spare tire.
11. \_\_\_Units to be **RWD**.
12. \_\_\_All standard equipment included in current model year.
13. \_\_\_Powertrain 5 year/100,000 miles

### **OPTIONAL FEATURES REQUESTED**

11. \_\_\_Black or dark gray carpet with removable floor mats.
12. \_\_\_Supplemental side airbags.
13. \_\_\_Units to have the Officer Protection Package.
14. \_\_\_Units to have Park Light Disable.
15. \_\_\_2 keys per unit and 4 FOBS.
16. \_\_\_ Speedometer certified calibrated speedometer (2MPH increments). Approx. 0 - 160 MPH

indicator. Speed and acceleration test to be certified by Michigan State Police vehicle evaluation program.

17. \_\_\_ Officer Protection Package.

**(3) POLICE SEDANS**

**EXCEPTIONS AND VARIATIONS:**

Bidder shall fully describe every variance, exception, and/or deviation. Additional sheets may be used if required.

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## **Category 2**

### **Mid-size SUV's**

1. \_\_\_(2) Mid-Size SUV with Police Package, equivalent to the Explorer or Durango
2. \_\_\_ Units to have V-6 engine.
3. \_\_\_ SUV's to be **AWD**.
4. \_\_\_ Reverse sensing.
5. \_\_\_ Preliminary Exterior color: Colors will be confirmed at time of order, with dealer provided standard color chart.
6. \_\_\_ Front bucket type cloth seats with power driver seat.
7. \_\_\_ Front headlamp package with grill wiring.
8. \_\_\_ Interior color to be dark gray or black.
9. \_\_\_ Rear seat to be bench type cloth.
10. \_\_\_ Powertrain 5 year/100,000 miles
11. \_\_\_ All standard equipment included in current model year

### **OPTIONAL FEATURES REQUESTED**

12. \_\_\_ Carpet in lieu of vinyl to be dark gray or black with removable floor mats.
  13. \_\_\_ Supplemental side airbags.
  14. \_\_\_ 2 keys per unit and 4 FOBS.
  15. \_\_\_ Column shifter.
  16. \_\_\_ 18" steel wheels with full size spare tire.
  17. \_\_\_ Integrated Computer Screen.
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### **Category 3**

#### **Mid-size SUV's**

1. \_\_\_(1) Mid-Size SUV, equivalent to the Explorer or Durango
2. \_\_\_Units to have V-6 engine.
3. \_\_\_SUV's to be **AWD**.
4. \_\_\_Reverse sensing.
5. \_\_\_Preliminary Exterior color: Colors will be confirmed at time of order, with dealer provided standard color chart.
6. \_\_\_Front bucket type cloth seats with power driver seat.
7. \_\_\_ Interior color to be dark gray or black.
8. \_\_\_ Rear seat to be bench type cloth.
9. \_\_\_ Powertrain 5 year/100,000 miles
10. \_\_\_All standard equipment included in current model year

#### **OPTIONAL FEATURES REQUESTED**

11. \_\_\_Carpet in lieu of vinyl to be dark gray or black with removable floor mats.
12. \_\_\_Supplemental side airbags.
13. \_\_\_2 keys per unit and 4 FOBS.
14. \_\_\_Column shifter.
15. \_\_\_18" steel wheels with full size spare tire.



## **Category 4**

### **FULL-SIZE POLICE PACKAGE 4X4 SUV's**

1. \_\_\_(2) Full-Size SUV's, equivalent to the Expedition or Tahoe
2. \_\_\_ Units to have V-8 engine.
3. \_\_\_SUV's to be **4-wheel drive**.
4. \_\_\_All standard equipment included in current model year
5. \_\_\_Preliminary Exterior color: Colors will be confirmed at time of order, with dealer provided standard color chart.
6. \_\_\_Front bucket type cloth seats with power driver seat.
7. \_\_\_Interior color to be dark gray or black.
8. \_\_\_Rear seat to be bench type cloth.
9. \_\_\_Powertrain 5 year/100,000 miles

### **OPTIONAL FEATURES REQUESTED**

10. \_\_\_Carpet to be black or dark gray with removable floor mats.
11. \_\_\_Supplemental side airbags.
12. \_\_\_2 keys per unit and 2 FOBS.
13. \_\_\_Column shifter.
14. \_\_\_18" steel wheels and full size spare tire.



THE TOWN OF WAYNESVILLE  
NORTH CAROLINA

September 27, 2021  
2:00 p.m.

**BID PROPOSAL FBR 2022-01**

**TOTAL PRICE**

**(3) POLICE SEDANS UNMARKED** \$ \_\_\_\_\_

Manufacturer/Model \_\_\_\_\_

Delivery Time for Completed Units \_\_\_\_\_

**(2) MID-SIZE POLICE PURSUIT SUV'S** \$ \_\_\_\_\_

Manufacturer/Model \_\_\_\_\_

Delivery Time for Completed Units \_\_\_\_\_

**(1) MID-SIZE SUV STANDARD** \$ \_\_\_\_\_

Manufacturer/Model \_\_\_\_\_

Delivery Time for Completed Units \_\_\_\_\_

**(2) FULL-SIZE POLICE PACKAGE SUV'S 4X4** \$ \_\_\_\_\_

Manufacturer/Model \_\_\_\_\_

Delivery Time for Completed Units \_\_\_\_\_

**\*Do not include sales tax in price of units.**

Note: Units to be delivered F.O.B.

Town of Waynesville  
129 Legion Drive  
Waynesville, North Carolina, 28786.

**Non-Collusion Declaration**

To be executed by bidder and submitted with bid.

The undersigned declares:

I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Company),  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ (Month) \_\_\_\_\_ (Day) of \_\_\_\_\_ (Year),

at \_\_\_\_\_ (City), \_\_\_\_\_ (State).

Signature of Declarant: \_\_\_\_\_

Printed name of Declarant: \_\_\_\_\_

Name of Bidder (Company): \_\_\_\_\_

Title or Office: \_\_\_\_\_

Federal Tax ID \_\_\_\_\_

### Special Terms and Conditions for Town of Waynesville

1. **Summary:** Bidders please note: This Request for Bids and Proposals includes provisions for the Town of Waynesville. Bids are to be submitted in accordance with the enclosed specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the materials identified herein. All things not expressly stated in the attached specifications or Special Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.
  
2. **Notice to Bidders:** All bids are subject to the provisions of the Special Terms and Conditions specific to this Request for Quotation and the Specifications. The Town of Waynesville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. This applies to any response appearing in or attached to the documents as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
  
3. **Issuing Office:** This bid is issued by the Town of Waynesville Purchasing Department, 129 Legion Drive, Waynesville, North Carolina 28786. All correspondence and inquiry should be made to this address. Telephone number (828) 456-3706, Fax Number (828) 456-2005.
  
4. **Clarifications/Interpretations:** Any and all questions regarding this document must be addressed to the Town of Waynesville Purchasing Department. Any and all revisions to this document shall be made only by written addendum from the Town of Waynesville Purchasing Department. Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
  
5. **Minor Deviations/Exceptions to Specifications:** Minor deviations from the provisions of these specifications may be considered to permit manufactures to follow their standard manufacturing processes; however, all proposed minor deviations must be explained in detail and submitted within the exceptions to specifications, time frame identified herein.
  
6. The Town of Waynesville reserves the right to postpone bid openings for its own convenience.
  
7. **Nonconforming Terms and Conditions:** A bid response that includes terms and conditions in this bid document is subject to rejection as non-responsive. The Town of Waynesville reserves the right to permit the bidder/vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by the Town of Waynesville of non-responsiveness.



8. **Bidders Submittals:** Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.
9. **Expenses incurred in Preparing Bid:** The Town of Waynesville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
10. **Tax Exemptions:** The Town of Waynesville is exempt from Federal Excise Tax but not State and Local Sales Tax. Sales tax should not be included in bid prices but may be added as separate items.
11. **Evaluation and Selection of Bids:** The evaluation of bids shall center on the match between the stated specification requirements in the final bid request and the vendor's proposed materials/equipment including selection of the lowest responsible/responsive bidder with consideration of past performance, service record and reliability.

*The statutory provisions controlling purchasing by local governments in N.C. (RE: G.S. 143) includes selection standards for use in making awards. The provision reads, "A: contracts shall be awarded to the lowest responsible bidder taking into consideration quality, performance and the time specified in the bids for performance of the contract."*

The Town of Waynesville reserves the right to accept or reject any or all bids and proposals further specifically reserves the right to make award to multiple vendors if in the best interest of the Town of Waynesville.

12. **Indemnification:** The bidder/vendor covenants to save, defend, keep harmless and indemnify the Town of Waynesville and all of its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties, and cost-including court costs and attorney's fees, charges, liability and exposure, however caused resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.
13. **Assignment:** During the performance of the contract, the bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award of or any or all of its rights, title, or interest therein, without the prior written consent of the Town of Waynesville.
14. All bids shall be made firm for no less than ninety (90) days.

15. **Invoices and Payments:** All invoices and packaging slip must bear Purchase Order number issued for that order. The Town is not exempt from sales tax. The tax must be shown as separate items on invoice.
16. **Iran Divestment Certification:** The Consultant certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. Consultant also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.
17. **E-Verify Employer Compliance:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>
18. **Drug-Free Workplace:** The Town of Waynesville has adopted a Drug-Free Workplace Policy requiring the contractor to ensure that a drug-free workplace is provided in the performance of this agreement. The requirements of that policy are included in the invitation to bid and included in the agreement for the construction of the Project.
19. **Minority/Woman Business Enterprise (M/WBE) Policy Statement:** It is the policy of the Town of Waynesville to ensure that all businesses, including M/WBEs, are afforded the maximum practical opportunity to participate in the Town's purchasing and contracting processes. Therefore, the Town will not enter into a contract or be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors, or commercial customers on the basis of race, color, religion, national origin, sex, age, or handicap.
20. **Insurance Requirements:** Insurance during the performance of the services under this Agreement, the Consultant shall maintain the following insurance.

**General Liability Insurance**, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate. The General Liability Insurance shall name the Town of Waynesville as an additional insured, and the insurance shall be primary and non-contributory to any other insurance that may be available to the Town.

**Professional Liability Insurance** with limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate. This Professional Liability Insurance shall provide coverage for the claims concerning the Contractor's errors and omissions for the scope of services provided to the Town under this Agreement, including but not limited to, claims concerning the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications, and claims relating to supervisory, inspection, architectural or engineering activities.

**Automobile Liability Insurance**, covering owned, non-owned, hired vehicles and trailers using in connection with this project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.

**Worker's Compensation Insurance** in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is sublet under this Agreement, the Consultant shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless the Consultant shall secure and keep in effect during the term of this Agreement the Consultant's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

21. **Conflict of Interest:** No officer, employee or agent of the Town, and no sub-grantee or sub-recipient of any federal or state funds from the Town shall participate in the selection or in the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- ❖ The employee, officer, agent
- ❖ Any member of his immediate family
- ❖ His or her partner; or
- ❖ An organization which employs, or is about to employ, anyone listed in (1) through (2) above.

The grantee or sub-grantee's officers, employees or agents will **not** solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the Town's Gift Policy.

22. **Divestment from Companies Boycotting Israel Certification:** As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not Contract List of Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

23. **Federal Funding:** If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

*Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C.3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act(40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Procurement of Recovered Materials (2C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).*

24. **Uniform Guidance procurement policy:** Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).