

PUBLISH: January 3 and January 10, 2014

BID REQUEST NO. 14-0003

NOTICE TO BIDDERS

The City of Sioux Falls, SD, requests formal bids for Police Cars.

Sealed bids shall be received by **Purchasing, 3rd Floor**, City Hall, 224 W. 9th St., P.O. Box 7402, Sioux Falls, SD 57117-7402, not later than 2 p.m., January 16, 2014. **Bids shall be publicly opened and read in City Hall, 1st Floor, at 2:15 p.m.**

Specifications and bid forms that must be used are available from Purchasing at the above address or at [www.siouxfalls.org/business](http://www.siouxfalls.org/business). Cite Bid Request No. 14-0003.

The City of Sioux Falls reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of Sioux Falls, SD.

**Instructions to Bidders and Terms and Conditions  
for Solicitations for the Invitation for Bid (IFB)**

**Supplies, Equipment, Materials, or Services**

1. **Purpose:** The purpose of this request is to provide the City of Sioux Falls with a contract for the purchase of supplies, equipment, materials, or services as specified herein.
2. **Instructions to Bidders:**
  - a. Thoroughly examine the drawings, specifications, schedule, instructions, and all other solicitation documents.
  - b. Make all investigations necessary to be familiar with conditions that affect the bid, such as, but not limited to, plant and facilities for delivery of material and equipment. No plea of ignorance by the bidder as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as basis for varying the requirements of the City or changing the compensations due.
  - c. Provide all required information on the forms furnished. Print or type name on bid and manually sign all copies in the space and on the forms provided. Telegraphic, fax, email, and online responses **Will Not Be Accepted** unless specifically authorized in the terms and conditions of the solicitation. If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, offeror affirms that no alteration of any kind has been made to this solicitation.
  - d. Provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.
  - e. Show your proposed delivery time (ARO days). Include weekends and holidays in counting days or months.
  - f. Do not include sales taxes as the City is exempt from payment of these taxes.
  - g. All prices quoted are to be F.O.B. destination, City of Sioux Falls, Sioux Falls, South Dakota. Only F.O.B. destination bids will be considered.
  - h. Use and/or excise taxes may apply to this contract and if so shall be the responsibility of the bidder. Bidders are encouraged to contact the South Dakota Department of Revenue for additional information on collection and reporting requirements. Contractors and subcontractors shall include any applicable tax in their bid price for each item.
  - i. All bids must be current and final at the time of opening in order to be considered responsive.

3. **Bidder's Certifications/Agreements:**

- a. You certify that you are a duly qualified, capable, and otherwise bondable business entity.
- b. You warrant that all applicable patents and copyrights which exist on items bid have been adhered to and further, you warrant the City shall not be liable for any infringement of those rights. Such rights granted the City shall apply for the duration of the contract or for the life of the equipment or supplies purchased. City agrees not to sell, convey, barter, or otherwise extend the use or exclusive right granted herein to anyone other than City employees for official use as described in this contract. City will not knowingly or intentionally violate any patent, license, or copyrights applicable to items sold hereunder.
- c. You certify that any substitute brand or item bid upon matches the performance and essential characteristics of the item in the specifications and agree to replace it in the event it does not conform. All information, brochures, specifications, etc., necessary to determine the alternate item conforms to that stated in the specifications must be submitted with each offer.
- d. You warrant the offered price will be held firm and subject to acceptance by the City for a period of thirty (30) calendar days from the opening date.
- e. You affirm that any response has not included any preparation in collusion with any other bidder, and that the contents of any response as to prices, terms, or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.

4. **Contract Period:** The contract period shall be from date of award, through the end of the 2014 production model year.

5. **Completing the Bid Form:** All bids must be made on the bid forms provided by the City. Information shall be typed or printed in ink. Erasures and/or corrections must be initialed by the preparer. Each bid must be signed in ink by the bidder or authorized officer.

6. **Quality and Brand:** The specifications included herein are the minimum specifications for each product. Bidder shall indicate brand names of products to be supplied. Any material delivered that does not meet or exceed the specifications as awarded will be rejected.

7. **Alternate Products:** Bids are invited on products equal or superior to the minimum specifications set out herein. Complete product literature must be provided for any alternates proposed. The City shall determine the suitability of any proposed alternates.

8. **Price Discrepancies:** Any discrepancies between the bid unit price and extension shall be resolved in favor of the unit price.

9. **Local Preference:** By virtue of statutory authority, preference will be given to materials, products, and supplies found or produced within the state of South Dakota. Bidders

residing in South Dakota shall be allowed a preference over the bid of any bidder from any other state enforcing or having a preference for resident bidders, equal to such preference.

10. **Conflicting Federal Rules Govern on Subsidized Projects:** The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge or governing use and payment of such federal funds. Bid awards when federal funds are involved must be made to the lowest responsive and responsible bidder without regard to state preferential bid provisions.
11. **Envelope:** Each bid must be sealed and submitted in or under the cover of an envelope. All bids must be identified with the bid number and date of opening to be considered as a valid bid. Any bid submitted without identifying the bid number and date of opening may be subject to being opened prior to or after the public bid opening. Any bid so opened shall be rejected and returned to the bidder without further consideration for award. Descriptive literature, if required, may be submitted in the bid envelope with bid documents or a separate envelope. If in a separate envelope, the lower left corner of that envelope shall be identified as "Literature for Bid Request" and the Bid Request number. No prices shall be quoted on the literature.
12. **Bid Guaranty:** Each bid of \$25,000 or greater must be accompanied by a bid bond, certified check, cashier's check, or bank draft in the amount of \$500. All bid guaranties shall be made payable to the City of Sioux Falls. Bonds shall be issued by a surety authorized to do business in this state. Checks shall be certified or issued by a state or national bank. Bid guaranties of unsuccessful bidders shall be returned within 30 calendar days of the bid opening. **Bid guaranties other than those mentioned will not be accepted by the City of Sioux Falls.** Bid guaranty of the successful bidder shall be retained until the contract is executed and a performance guaranty (if applicable) has been submitted. Should a successful bidder fail to enter into contract, the bid guaranty shall be forfeited to the City to compensate the administrative expenses of making a re-award or issuing a new request.
13. **Method of Award:** This request will be awarded by proposal within thirty (30) days of the bid opening by written notice to the lowest total responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. (All items must be bid per proposal.) The City of Sioux Falls reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the City.
14. **Quantities:** The quantity indicated for each item in the specifications is estimated only, and the City reserves the right to order less or more as dictated by actual needs.
15. **Firm Prices:** Unit prices awarded shall remain firm for the entire contract period.
16. **Orders, Invoices, and Payments:** Purchase orders or government procurement cards will be issued/used at time of award and/or throughout the contract period for actual quantities ordered. Invoices or packing slips shall be submitted to the bill address

indicated on each order. Payments shall be processed upon receipt of correct invoice (or normal procurement card process) after receipt and acceptance of each delivery.

17. **Questions:** All questions shall be directed to Purchasing, Third Floor, City Hall, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, South Dakota 57117-7402; telephone (605) 367-8013. If the Purchasing Manager deems it of general interest, the answer shall be issued in written addendum to each vendor that has been sent a bid request.
18. **Withdrawal of Bids:** A bid may be withdrawn by the bidder by letter, telegram, facsimile, or in person before the time set for the opening of bids. No bid shall be withdrawn for a period of 30 (thirty) days after the bid opening.
19. **Federal Tax ID Number:** Each bidder shall state its Federal Tax Identification Number on the line provided on the bid form. The City is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.
20. **Proposal as Contract:** If awarded this request, the bidder's signature on the proposal shall be deemed the same as his/her signature on the contract and when countersigned by the Mayor shall become a binding contract to furnish the proposed and awarded item(s).
21. **Bid Results:** Results of bid openings on Thursday will be available at noon on the following Tuesday from the Purchasing Office. After an award has been made and signed by the Mayor, all bid proposals and related information will be on file in Purchasing for public review. All formal and informal notifications of bid awards will be done by Purchasing. **Bid results are available via the Internet at [www.siouxfalls.org/business](http://www.siouxfalls.org/business).**
22. **Nonappropriation of Funds:** In the event funds are not budgeted or appropriated for any fiscal year, purchase under this contract shall impose no obligation on the City of Sioux Falls and shall become null and void except as to the purchases agreed upon for which funds have been appropriated or budgeted, and no right of action or damage shall accrue to the benefit of the bidder/contractor, its successors, or assignees, for any further payments.
23. **Right to Protest:** Any bidder who is aggrieved in connection with the award of a contract may protest. The protesting bidder shall file a written statement with the Purchasing Office during normal business hours, within seven calendar days of the date the Mayor signed the bid award document.
24. **Addendum:** Changes to the specifications of bid will be issued by addendum and sent to vendors on the bidder's list. If a bidder downloads from the City of Sioux Falls webpage, it is the bidder's responsibility to visit the City's Notice to Bidders webpage prior to the opening date to download any addendum(s) issued. The bidder shall deliver the addendum to the City of Sioux Falls Purchasing Office per the instructions on the document. The addendums can be found by visiting [www.siouxfalls.org/business.aspx](http://www.siouxfalls.org/business.aspx) and clicking on the bid request.

25. **Entering into Contract:** After receiving notice of a contract award, the successful bidder shall enter into a contract with the City within the time specified in the invitation for bids or request for proposals. If any bidder fails to timely enter into the contract, the contract may be awarded to the next lowest bidder unless all bids or proposals are rejected. The defaulting bidder shall be responsible for the difference in price.
26. **Recovery from Defaulting Bidder:** If any successful bidder fails to fulfill the conditions of an awarded contract, the City may proceed to recover from the defaulting party whatever damages may have been sustained as a result of the default. The City shall have all remedies provided in the contract and provided by law.
27. **Disallowance of Noncomplying Bid or Offer, Contracts in Violation Void:** Any bidder or offeror who fails to comply with the provisions of SDCL 5-18A, 5-18B, 5-18C, and 5-18D, or who provides any false information in the submission of any bid or offer is subject to having their bid or offer disallowed by the City. Any contract entered into in violation of SDCL 5-18A, 5-18B, 5-18C, and 5-18D is null and void.

### **Civil Rights Requirements**

- (a) With respect to any and all business conducted or acts performed pursuant to this contract, contractor shall be deemed an employer within the meaning of Chapter 98 of the Code of Ordinances of Sioux Falls, SD, entitled "Human Relations" and shall be subject to the provisions of such chapter.
- (b) In the event contractor fails to perform the aforesaid contractual provisions, this contract may forthwith be terminated and canceled in whole or in part by the City; and said contractor shall be liable for any costs or expense incurred by City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract if terminated or canceled.
- (c) Should the Human Relations Commission in a proceeding brought as provided in Chapter 98 of the Code of Ordinances of Sioux Falls, SD, find that the said contractor has engaged in discrimination in connection with this contract and issue a cease and desist order with respect thereto, the City shall withhold up to 15% (fifteen percent) of the contract price until such time as the Commission's order has been complied with or the contractor has been adjudicated not guilty of such discrimination.
- (d) Contractor will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Human Relations Commission, its agencies or representatives to ascertain compliance with the provisions of Chapter 98 of the Code of Ordinances of Sioux Falls, SD, applicable to said contractor.
- (e) This section shall be binding on all of the subcontractors and/or suppliers of contractor.

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**Bid Request for Police Cars  
for the  
City of Sioux Falls, South Dakota  
Bid Request No. 14-0003**

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**Prepared By:** City Purchasing Office  
City of Sioux Falls  
224 West Ninth Street  
P.O. Box 7402  
Sioux Falls, SD 57117-7402

## **General Specifications:**

Selling Dealer—Prior to delivery, the selling dealer will notify the City of Sioux Falls of the date the vehicle(s) will arrive at the City. The dealer will also furnish to the City the statement of origin and application for title. Invoices must be prepared in duplicate and furnished in accordance with the information shown on the purchase order. The dealer must furnish a paper plate license for each new vehicle. Vehicle(s) being bid must be new and the latest production model with all standard equipment as specified below and all safety equipment required by federal and state laws or advertised as standard equipment.

The dealer will notify and make arrangements with the City for all equipment that is not of standard manufacture to be installed by the dealer.

### **The dealer will perform a predelivery inspection checklist and provide an odometer certificate for each vehicle.**

Predelivery does not include front-end alignment except as provided on the checklist. The dealer will be required to provide a minimum of five gallons of fuel for each vehicle at the time of delivery at the specified delivery location.

All predelivery charges will be included in the bid price of the vehicle. No additional charges will be authorized.

Warranty documents must be completed by the dealer.

Manufacturer authorized warranty repair dealers must be available within the city limits of Sioux Falls. Warranty repair dealers must have the proper facilities, special tools, and properly trained personnel to perform the maintenance. By signing the enclosed contract, the bidder verifies that it meets this requirement.

A purchase order(s) will be issued to the awarded dealer for vehicles delivered to the City. Invoices in duplicate for predelivery service will be furnished in accordance with information shown on the purchase order.

## **Additional Information:**

1. The units on this formal solicitation are to be bid and delivered in accordance with specifications and procedures outlined for 2014 or newer model year vehicles.
2. All other specifications are hereby made a part of this formal solicitation.
3. Please list the **make, model, and delivery date** offered for each item. Unless otherwise specified, all equipment and accessories are to be **factory-engineered and installed**.
4. Dealer decals will not be allowed on City-purchased vehicles. If the dealer does install a decal, the dealer shall assume the responsibility of removing the decal, filling any holes, and repainting the damaged area if necessary.



5. No deliveries will be accepted after 4 p.m. Central time.
6. Bid prices shall include all delivery fees to the City.
7. The City reserves the right to buy more or less than the estimated quantities listed on the contract.
8. Payment: The City will make payment of the vehicle(s) within 30 days from the date of delivery and acceptance of the vehicle(s) by the Sioux Falls Police Department. If the vehicle(s) has a deficiency and does not meet specifications, payment will be held up until the deficiency is corrected.
9. Per SDCL 5-18A-22, sub-part 3, the awarded dealer has the right to allow any government entity to purchase patrol cars from this bid for the 2014 model year.

**Method of Award:**

The City will be awarding the contract as follows:

The following formula will be used:

$$\text{Base Bid Price} + \text{Options} = \text{Total Bid Price}$$

Vehicle Bid Evaluation:

	<b>Example</b>
Vehicle Base Cost	\$24,000.00
Plus Vehicle Options	<u>2,000.00</u>
<b>Total</b>	<b>\$26,000.00</b>

**2014 or Newer Pursuit-Rated Police Utility—All-Wheel Drive**

**Technical Specifications**

**1. Mechanical:**

- Alternator—heavy-duty 220-amp minimum.
- Auxiliary transmission oil cooler.
- Battery—heavy-duty maintenance-free 78A/750 CCA.
- Brakes—ABS, four-wheel heavy-duty disc with heavy-duty front and rear calipers.
- Column shifter.
- Cooling system—heavy-duty.
- Drivetrain—all-wheel drive, with traction control.
- Dual exhaust.
- Electric power-assist steering—heavy-duty type.
- Electronic stability control.
- Engine—minimum 3.7L V6 300 HP, 280 lb.-ft. torque.
- Engine hour meter.
- Engine oil cooler.
- Final drive ratio—3.65 minimum.
- Independent front suspension with front and rear stabilizer bar.
- Powertrain mounts—heavy-duty.
- Transmission—six-speed automatic transmission, heavy-duty police-type.

Comply       Does Not Comply

Deviation from Specification: \_\_\_\_\_

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\_\_\_\_\_

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## 2. Exterior:

- Antenna—roof-mounted.
- Door handles painted black.
- Front door lock cylinders (front driver/passenger).
- Glass—solar-tinted.
- Grille—black.
- Glass—second and third row privacy glass.
- Headlights—halogen.
- Interior color—standard grade, determined at the time of order.
- License plate bracket.
- Lift gate—manual one piece—fixed glass w/door lock cylinder.
- Mirrors—black, power electric remote, manual folding.
- Spoiler painted black.
- Tail lamps—Halogen or LED.
- Tailgate handle painted black.
- Tire pressure monitoring system.
- Tires.
  - Manufacturer's standard size pursuit-rated, all-season.
  - Wheels—18 inches x 8 inches steel wheel with hub cover.
  - Matching full-size spare tire and wheel.
- Undercarriage deflector plates to protect underbody and power train.

- Paint—manufacturer’s standard colors, determined at the time of order.
- Wheelbase 112.6 inches minimum.

Comply  Does Not Comply

Deviation from Specification: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**3. Interior:**

- AM/FM radio with clock and speakers.
- Airbags—front and side-impact.
- Climate control—single-zone manual with air-conditioning and rear defroster.
- Console mounting plate—black.
- Door locks, power—rear door handles and locks operable.
- Floor—heavy-duty vinyl front and rear.
- Keys—two matching keys (no microchip keys).
- Pedals—power adjustable.
- Power points—minimum of three total, two front row, one rear access point.
- Power pigtail harness.
- Two-way radio prewire.
- Seats:
  - First row: heavy-duty cloth bucket—color determined at time of order.
  - Six-way power driver with two-way manual passenger.
  - Second row: vinyl bench.
  - Second row door panels—no door speakers, easy-clean surface.

- Steering wheel—manual/tilt, with speed controls and audio controls.
- Speedometer—certified.
- Sun visors, driver and passenger—nonilluminated.
- Windows:
  - Power, driver, and passenger.
  - Window—rear window power switch delete, operable from driver.
  - Window disable lock second row.
- Wipers—front speed sensitive intermittent, rear dual speed wiper.
- Work task light—first row only.

Comply  Does Not Comply

Deviation from Specification: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Note:** All other advertised standard equipment shall be included with each vehicle.

**4. Options to be Bid: (All options must be bid.) See bid form and contract page:**

- Dark car feature.
- Dome lamp—red/white in cargo area.
- Spot lamp (driver LED).
- Remappable switches on steering wheel.
- Rear console plate.
- Two-tone vinyl package No. 1.
- Remote keyless entry F.O.B. (two remotes).
- Reverse sensing.

- Auxiliary air-conditioning.
- Noise suppression bonds.

Comply       Does Not Comply

Deviation from Specification: \_\_\_\_\_

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BID REQUEST NO. 14-0003  
 SPECIFICATIONS/BID FORM  
 FURNISH POLICE CARS

BID FORM AND CONTRACT

The undersigned shall, if awarded this contract, furnish to the City of Sioux Falls, South Dakota, the following items in accordance with the conditions, specifications, and requirements as set out in the bid request and this response.

Item No.	Description	Est. Qty.	Unit Price	Ext. Price
1	Pursuit-Rated Police Utility (per specifications)	16	\$ _____	\$ _____
2	Option—Dark Car Feature	1	\$ _____	
3	Option—Dome Lamp red/white—Cargo Area	1	\$ _____	
4	Option—Spot Lamp (Driver LED)	1	\$ _____	
5	Option—Remappable Switches on Steering Wheel Controls	1	\$ _____	
6	Option—Rear Console Plate	1	\$ _____	
7	Option—Two-Tone Vinyl Package No. 1	1	\$ _____	
8	Option—Remote Keyless Entry F.O.B. (Two Remotes)	1	\$ _____	
9	Option—Reverse Sensing	1	\$ _____	
10	Option—Aux. Air-Conditioning	1	\$ _____	
11	Option—Noise Suppression Bonds	1	\$ _____	
			<b>Total Bid Price</b>	\$ _____

Year Make and Model Bid: \_\_\_\_\_

Days ARO \_\_\_\_\_

If awarded this request, the bidder's signature on this bid form and contract is the bidder's contractual signature and when countersigned by the Mayor and delivered to the successful bidder shall become a binding contract to furnish the awarded item(s). The City's acceptance is conditioned upon the resolution of any subsequent protest to the bid award.

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

Typed/Printed Name and Title \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_ Security Enclosed \_\_\_\_\_

South Dakota Sales Tax Permit No. \_\_\_\_\_

Accepted by the City of Sioux Falls,

Information Only

\_\_\_\_\_  
Mike T. Huether, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Our company accepts  
government procurement cards

Our company does not accept  
government procurement cards