

**CABARRUS COUNTY**  
**FINANCE OFFICE**  
**65 CHURCH STREET, S.**  
**PO BOX 707**  
**CONCORD, NORTH CAROLINA 28026-0707**  
**(704) 920-2888**

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**Date:** July 2, 2018

**Subject:** Invitation to bid on the following apparatus, supplies, materials, equipment and/or services for

**"FY2019 Police Vehicles"**

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This letter extends an invitation for the submission of a bid to supply Cabarrus County with apparatus, supplies, materials, equipment and/or services as indicated above. Sealed bids for the above will be received at the office of the Cabarrus County Purchasing Agent, Finance Office, Cabarrus County Government Center, 2nd floor, 65 Church Street, S., Concord, North Carolina, up to **3:00 PM, July 13, 2018**, at which time they will be opened and publicly read. The public opening and reading will take place in the Board of Commissioners' Meeting Room, Government Center, 2nd Floor, 65 Church Street, S., Concord, NC **no later than 3:00 PM**, according to the clock on the Commissioner's Chamber room wall. Two (2) copies of your proposal response should be submitted in a sealed opaque envelope plainly marked with the description as follows: **"FY2019 Police Vehicles"**. Cabarrus County reserves the right to reject any and all bids and to waive minor formalities.

Instructions for the preparation and submission of a bid are contained in the attached packet. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink. If you do not desire to offer a bid, please return this package and so indicate by a signature in the space provided on the Bid Response Form, included in this Invitation to Bid document. Otherwise, your name may be removed from our list of potential bidders to whom invitations to bid are forwarded.

The Finance Office, in writing, as an addendum shall issue any approved changes to the conditions and specifications as presented in this invitation to bid to this document. When an addendum is issued, the bid opening date may be extended at the discretion of Cabarrus County. **Any bid submitted which does not acknowledge receipt of an issued addendum will not be considered.** This receipt can be noted in the space provided on the Bid Response Form included in this Invitation to Bid document.

## Invitation to Bid

### Page 2

Cabarrus County has an equal opportunity purchasing policy and seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. Cabarrus County encourages utilization of minority and women-owned business enterprises in our procurement activities. Cabarrus County provides equal opportunity for all businesses and does not discriminate against any bidder regardless of race, color, religion, age, sex, national origin or disability. A Minority Business Enterprise (MBE) is defined as a business, owned (51% minimum) and controlled by a person of African-American (BBE), Asian-American (ABE), Native-American (NBE), or Hispanic (HBE) descent. A Woman-Owned Business is one owned (51% minimum) and controlled by a non-minority woman (WBE).

A response from your firm to this invitation to bid would be appreciated. Questions should be directed to me at (704) 920-2888 or [tcnunn@cabarruscounty.us](mailto:tcnunn@cabarruscounty.us).

Sincerely,

Thomas Nunn

Contract and Risk Coordinator

cc: File

## **INSTRUCTIONS TO BIDDERS**

**1.1 Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply Cabarrus County with apparatus, supplies, material and equipment, and/or services as listed above. Section 143-129, et, governs some bids. Seq. of the North Carolina General Statutes.

**1.2 Definitions:**

(A) Bidder: The term bidder is used to encompass the party seeking to have or having a contract with Cabarrus County.

(B) County: This term is defined as Cabarrus County local government.

**1.3 How to Prepare Bid Responses:** All bid proposals shall be:

(A) Prepared and submitted on the forms enclosed herewith, unless otherwise prescribed.

(B) Submit two (2) copies of your proposal response.

(C) Typewritten or completed in ink, signed by the bidder or the bidding firms Authorized representative, with all erasures or corrections initialed and dated by the bidder's authorized representative signing of the Bid Response Form.

(D) Prior to completion of the bid forms and submittal of a bid, bidders are encouraged to carefully review all provisions contained in this Invitation to Bid document along with any attachments and addendums issued.

(E) Each bid constitutes an offer and may not be withdrawn except as provided herein. Bid prices are to remain firm for the period stated in the Invitation to Bid specifications.

**1.4 How to Submit Bid Responses:** All bid responses shall be:

(A) Submitted in a sealed opaque envelope with the following information written on the outside of that envelope.

(1) The bidders company name

(2) Identification of the equipment, supply and/or service for which the bid is submitted as indicated at the top of the cover letter to the Invitation to bid document.

(B) Mailed or delivered to the address shown below for receipt by the County on or before time specified in cover letter.

**Mailing Address:**

Cabarrus County – County Manager’s Office

Attn: Tom Nunn

PO Box 707

Concord, NC 28026-0707

**Hand Delivery Address:**

Cabarrus County – County Manager’s Office Attn: Tom Nunn

Cabarrus County Government Center, 2nd Floor

65 Church Street, SE Concord, NC 28025

(C) Bids not received by the time and date specified in the first paragraph of the letter of invitation will not be opened or considered, unless the delay is a result of the negligence of the County, its agents, or assigns.

**1.5 How to Submit an Objection:** Objections from bidders to the invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner.

(A) When a pre-bid conference is scheduled, bidders should present their objection at that time, in writing.

(B) When a pre-bid conference is not scheduled, bidders should object in writing at least five (5) days prior to the opening of the bid.

(C) The objection contemplated must pertain both to form and substance of the Invitation to Bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation.

**1.6 Failure to Bid:** If a bidder does not desire to offer a bid, bidder should return the Invitation to Bid package and indicate such response by a signature in the space provided on the Bid Response Form. If possible, a reason for not offering a bid should be indicated and whether the bidder desires their company's name be retained or removed from the County list for vendors to receive future Invitation to Bid documents.

**1.7 Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders own risk.

**1.8 Standards for Acceptance of Bid for Award Contract:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The award shall be made to the lowest responsible bidder taking into consideration, quality, performance and the time specified in the proposals for the performance of the contract. Where the contract is for a service, the award may be made to the responsible bidder or bidders that best meet the needs and interests of the County.

**1.9 Compliance with Laws:** The bidder shall obtain and maintain all licenses, permits, liability insurance, workers compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between

the bidder and the County. Any such requirement specifically set forth in any contract document between the bidder and the County shall be supplementary to this section and not in substitution thereof.

**1.10 CONTRACT INSTRUCTIONS (\*FOR SUCCESSFUL BIDDER ONLY\*)**

**Upon notification of award**, contractor and Cabarrus County must execute a contract. Proper execution will expedite processing of the contracts. Listed below are procedures for completing a contract.

- 1 Signed by President or Vice President
- 2 Attested by Secretary
- 3 Affix corporate seal on Contract
- 4 If the contract is executed by persons other than the President of Vice President and Secretary of the Company, authorization for such signatures as designated by the Board of Directors will be required and attached to the contract.
- 5 Furnish all required Insurance Certificates called for.
- 6 Furnish all bonds as called for.

Please return all copies of the contract to the following address:

**CONTRACT REFERENCE:**

**FY2019 Police Vehicles** (this contract will take the form of a Purchase Order)

**Cabarrus County – Finance Office**

**Attn: Tom Nunn**

**65 Church Street, S., PO Box 707**

**Concord, NC 28026-0707**

A fully executed copy can be returned to you for your records.

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## GENERAL CONDITIONS

**2.1 Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of the County representative about the error or omission. The intent of this Invitation to Bid is to solicit bids on common commercially available items rather than restrictive specifications. Any manufacturer's reference used in describing an item is merely descriptive, and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Offers' are required to state exactly what they intend to furnish. The term "Or Equal", if used, identifies a commercially produced item which has all the essential performance characteristics of the Brand Name stated in the item description. Bids/proposals submitted on an OR EQUAL item must identify the Brand Name and Model Number offered. Offered material must be new and unused unless otherwise specified in the solicitation. Remanufactured or reconditioned does not qualify as new.

**2.2 Delivery Point:** Unless otherwise stated, all items shall be quoted and delivered

F.O.B. destination (i.e. at a specific Cabarrus County address), and delivery cost and charges (if any) shall be included in bid price.

**2.3 Delivery Time:** When delivery time is requested in invitation documents, time shall be of the essence; therefore, the bid shall include the delivery date. In some instances, the County may specify only a maximum number of days for delivery.

**2.4 Preparation for Delivery:**

(A) **Packing:** Packing shall be in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the Invitation to Bid or as revised and included in writing in the contract with the County or on the purchase order. The bidder shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. It shall be the bidder's responsibilities to determine the packing is done adequately to assure all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

(B) **Marking:** All cartons shall be clearly identified with the name of the County department making the purchase. Packing lists must be affixed to each carton showing their contents or included inside the carton. If more than one carton is shipped, each carton is to be numbered giving the number of that carton in relation to the total number of cartons shipped in response to the order, i.e. 1 of 4, 2 of 4, etc.

(C) **Shipping:** The bidder shall follow shipping instructions as stated in the Invitation to Bid, on the purchase order or as written in the contract.

**2.5 Multiple/Alternate Bids:** No bidder shall submit more than one bid unless requested by the County in the Invitation to Bid. Any multiple bids must be brought to the County representative's attention in writing at least five (5) days prior to the opening of the bid.

## 2.6 Contract types:

(A) **Definite Quantity:** A definite quantity contract is a fixed-price contract that provides for delivery of a specified quantity of supplies or services either at specified times or when ordered.

(B) **Indefinite Quantity:** An indefinite quantity contract is a contract for an indefinite amount of supplies or services to be furnished at specified times, or as ordered, that establishes unit prices of a fixed-price type. Generally, an approximate quantity or the best information available as to quantity is stated in the Invitation to Bid. The contract may provide a minimum quantity the County is obligated to order and may also provide for a maximum quantity provision that limits the County obligation to order.

**Note: This is an INDEFINITE Quantity contract.**

**2.7 Prices to be Firm:** Bidder warrants the bid price(s), terms and conditions quoted in their bid shall be firm for acceptance by the County for a minimum period of one hundred twenty (120) days from the bid receipt deadline. Do not include taxes in bid figures. The County pays sales tax which should be added to invoices. The County is exempt from Federal Excise Tax and will issue a Federal Exemption Certificate, if necessary.

**2.8 Description of Material:** Proposals for materials, supplies, vehicles, and/or equipment must be accompanied by accurate descriptions of the exact materials, supplies, vehicles, and/or equipment on which a bid(s) is made. When specified in the Invitation to Bid, copies of detailed factory specifications, ratings, technical data, etc. may be required for submittal along with the bidder's response package.

**2.9 Completeness:** All information required by Request for Bid must be completed and submitted to constitute a proper bid.

**2.10 Quality:** All components used to manufacture or construct any supplies, materials or equipment covered in this Invitation to Bid shall be new (unless otherwise specified), the latest model, of the best quality and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the North Carolina law, but not including licensing. Materials must comply with all applicable Federal and State OSHA requirements in affect at the time this Invitation to Bid is issued.

**2.11 Acceptance of Goods/Services:** Goods delivered under this Invitation to Bid shall remain the property of the successful bidder until a physical inspection and actual usage of this material and/or services is made and therefore accepted to the satisfaction of the County. IN THE EVENT THE GOODS SUPPLIED TO THE COUNTY ARE FOUND TO BE

**DEFECTIVE OR DO NOT CONFORM TO SPECIFICATIONS, THE COUNTY RESERVES THE RIGHT TO CANCEL THE ORDER AND RETURN THE PRODUCT TO THE SUCCESSFUL BIDDER AT THE SUCCESSFUL BIDDERS EXPENSE INVOKING THE PROVISIONS OF SECTION 2.14.** One failed sample from each order would be considered representative of the entire order and the entire order would be returned. In the event the services rendered do not conform to the specifications in the Invitation to Bid, the County reserves the right to cancel the written notice to the successful bidder.

**2.12 Plant and Facility Inspection:** The County may require the bidder to make their plant and/or facilities available for inspection or may require the bidder to provide additional information concerning their ability to perform in compliance with the requirements of this Invitation to Bid. Failure to comply with this requirement may be cause for rejection of the bidder's response.

**2.13 Guarantee:** Unless otherwise specified by the County, the bidder unconditionally guarantees the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur due to faulty material and/or services, the bidder at their expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County to ensure the least impact to the operation of County business.

**2.14 NO PUBLICITY OR STATEMENTS TO THE PRESS:** No advertising, sales promotion or other materials of the Consultant or its agents or representatives may identify or reference this Agreement or the County in any manner absent the County's prior written consent. As a condition of entering into this Agreement, the Bidder further agrees to refrain from the following absent the County's prior written approval: (i) making any statement to the media regarding the subject matter of this Agreement or the County's position on any issue relating to this Agreement; or (ii) making any statement to the media on any issue which is in the County's judgment likely to cause the Bidder or County staff to be viewed as anything other than neutral with respect to the subject matter of this Agreement, or cast doubt on the competence or integrity of the Bidder. Failure to comply with this Section by the Bidder shall constitute a material breach and, without limiting any other remedies the County may have, shall entitle the County to terminate this Agreement for default.

**2.15 Brand Name:** If and whenever brand names, makes, names of manufacturers, trade names, bidder catalogs or model numbers are stated, they are for the purpose of establishing a grade or quality of material. The County may accept any approved equal as defined in Section 2.16.

**2.16 OR EQUAL Interpretation:** It is the bidder's responsibility to prove to the County that each bid item is equal to the grade or quality of material specified.

**2.17 Default Provision:** The contract resulting from this Invitation to Bid may be canceled or annulled by the County in whole or in part by written notice of default to the bidder upon nonperformance or violation of contract terms. Goods and/or services may then be purchased on the open market and, the defaulting successful bidder (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices. The successful bidder shall continue their performance under this contract to the extent any part is not terminated under the provisions of this clause.

**2.18 Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify the County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of the contract resulting from this Invitation to Bid or out of the use or disposal by or for the account of the County supplies furnished or construction work performed hereunder

**2.19 Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and



(2) Unless otherwise required by law, the bidder has not knowingly disclosed the prices, which have been quoted in this bid directly or indirectly to any other bidder or to any competition prior to the opening of the bid.

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

**2.20 Award of Contract:** A contract, if awarded, shall be awarded to the lowest responsible bidder taking into consideration quality, performance and the execution time specified in the Invitation to Bid. The County alone shall make such determination.

**2.21 Qualified Bidder:** A Qualified Bidder is defined for purposes of this Invitation to Bid as a party who meets, or by the bid opening deadline can meet, all requirements for licensing, insurance and service contained within this Invitation to Bid.

**2.22 Compliance with Specifications-Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Bidder's proposal, Addendum and/or any other pertinent document forms constitute a response to this Invitation to Bid and by reference are made a part hereof.

**2.23 Signed Bid:** The signed bid shall be considered an offer on the part of the bidder.

It shall be deemed accepted upon approval by the Board of Commissioners of Cabarrus County, the County Manager or their designee. In case of default on the part of the bidder after such acceptance, the County may take such action, as it deems appropriate including legal action for damages.

**2.24 Notice to Proceed:** The successful bidder shall not commence work under this Invitation to Bid until duly notified by receipt of an executed contract from the County. If the successful bidder does commence work prior to receiving official notification, that action is taken at the successful bidder's risk.

## **SPECIAL CONDITIONS**

**3.1 Price Change:** Preference shall be given to the bidder submitting the lowest price meeting specifications as their bid. Should it be found to be in the best interest of the County to accept a bid with an escalation clause, the following shall apply:

4.1a The bid price shall be initially accepted for a specific contract term. Upon written receipt from bidder to the County of documented materials and labor price increases impacting bidder's cost for such items, the County may approve an escalation in the bid price for a revised specific contract term. If the bidder is submitting an escalation clause in their bid, it shall be so indicated with specifics of the clause, on the detailed price proposal page in the detailed specifications in the Invitation to Bid.

4.1b This written request to support any proposed increases must be submitted to the Finance Office representative not less than sixty (60) days prior to the effective date of any such requested price increase.

4.1c Any adjustment allowed shall consist of bona fide material/service cost increases, which may be passed on to the consumer.

4.1d No adjustment shall be made to compensate a bidder for inefficiency in operation or for additional profit.

**3.2 Bid Bonds:** If the total price of apparatus, supplies, material or equipment is \$100,000 or more, the bidder may be required to post a bid bond, cash, cashier's check, or certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to the County in the amount of not less than 5% of the bid price.

**NOTE: A Bid bond IS NOT required for this bid.**

**3.3 Performance/Payment Bonds:** Each bidder may be required to post a payment/ performance bond, governmental securities, certified check or money order payable to the County in the amount of 100% of the bid price if awarded the contract. Such bond(s) are due prior to contract execution as a guarantee of the faithful performance of the terms of the contract and payment of all sums due for labor and materials per the contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to subcontractors.

Whenever a bond is provided, a surety authorized to do business in the State of North Carolina and approved by the County shall execute it.

**Note: A performance/payment bond IS NOT required for this bid.**

**3.4 Design and/or Manufacturer Requirement:** Goods/materials are required to meet standards as indicated in the Invitation to Bid detailed specifications.

**3.5 Warranty Requirements:** At a minimum, the manufacturer's standard warranty shall be included in the bid price. Any extended warranty requirement shall be requested in the Invitation to Bid detailed specifications.

**3.6 Terms of Contract:** Contract will be based on the Cabarrus County standard Purchase Order form.

**3.7 Contract Type:**

(A) Definite Quantity

    X     (B) Indefinite Quantity

**3.8 County Award Criteria:** It is understood by the Bidder that the County reserves the right to reject any and all proposals; to make awards on any or all items according to the best interest of the County to waive formalities, technicalities and inequalities, to recover and offer again the Invitation to Bid.

**3.9 TRADE SECRETS:** This Invitation to Bid and all proposer responses are considered public information, except for trade secrets specifically identified in writing by the Proposer, which will be handled according to State Statute or other laws. Any section of the Proposer's response package that is deemed to be a trade secret by the Proposer shall be submitted in a separate envelope clearly marked "TRADE SECRET INFORMATION-DO NOT DISCLOSE."

# BID RESPONSE PACKAGE

## BID RESPONSE FORM

FROM: Name of Bidder: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone #: (     ) \_\_\_\_\_  
Fed Tax ID #: \_\_\_\_\_

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY CABARRUS COUNTY FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE BID SPECIFICATIONS.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
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**SEE ATTACHMENT "A"**

Estimated Time for Delivery \_\_\_\_\_  
(after receipt of order)

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

<u>ADDENDUM #</u>	<u>DATE</u>
_____	_____
_____	_____

I certify this bid complies with the General Specifications and conditions issued by the County except as clearly marked in the attached copy.

(Please print name) \_\_\_\_\_

(Authorized Signature) \_\_\_\_\_

(Please print title) \_\_\_\_\_

(Date) \_\_\_\_\_

# BID RESPONSE PACKAGE

## BID CHECK LIST

**Bid Check List:** Confirm by placing a check mark in the space provided that as the bidder the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid.

(A) N/A Bid bond provided, if required. (See Section 3.2)

(B) \_\_\_\_\_ Addendum's acknowledged. Please contact the Finance Office representative to verify the number of addendum's issued.

### Addendum Receipt:

The following confirms receipt of any and all addenda issued for this Invitation to Bid:

Addendum # Date Issued

(C) \_\_\_\_\_ Bid document has been signed by authorized bidder official

(D) \_\_\_\_\_ Bid package has been properly labeled per the instructions. (See Section 1.4)

(E) \_\_\_\_\_ Bid Response Package including Forms and any related specification Check-off lists.

The signature below certifies the bid response complies with the requirements of this Invitation to Bid and that the above items A through E have been verified as complete.

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**Date**

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**Printed/Typed Name**

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**Signature**

# BID DOCUMENT CERTIFICATION

## FY2019 Police Vehicles

The undersigned hereby certifies the bidder has read the terms of this bid document, and is authorized to bind the company to the information herein set forth.

Date: \_\_\_\_\_

\_\_\_\_\_

Name of Company

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Signature

## ATTACHMENT "A"

### 2019 Utility Police Interceptor Vehicle Base Price Bid Sheet (Ford SUV-type vehicle)

500A---Equipment group

K8A---Utility Police Interceptor AWD

YZ---Oxford White

9---Cloth Front Buckets/Vinyl Rear

99R/44C---3.7L V6 Ti-VCT FFV with 6-Speed Automatic Transmission

51R---LED Spot Lamp Driver Only

65L---18" Wheel covers

Rear View Camera in center stack

55F---Remote Keyless Entry Key Fob

17A---Aux Air Conditioning

153---Front License Plate Bracket

55F---Remote Keyless-Entry Key Fob

Base Price per Vehicle: \$ \_\_\_\_\_

Maximum time period for price guarantee (beyond 120 days): \_\_\_\_\_