



**Item:** Six New 2015 Police Pursuit Vehicles &  
One New 2015 Police Pursuit Vehicle SUV

**From:** Doug Alm, Vehicle Maintenance Supervisor

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Approve Purchase

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of six new 2015 Ford Sedan Police Interceptors and one new 2015 Ford Police Interceptor SUV to Bison Motor Company of Great Falls for \$184,338.68.”

2. Mayor calls for a second, discussion, public comment, and calls for the vote.

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**Staff Recommendation:** Staff recommends that the City Commission approve the purchase of six new 2015 Ford Sedan Police Interceptors and one new 2015 Ford Police Interceptor SUV to Bison Motor Company of Great Falls for \$184,338.68.

**Background:**

Workload Impacts

The purchase of new police pursuit vehicles is made each year. These vehicles are kept in police pursuit for four years, which places the odometer at 90,000 – 100,000 at the end of the four years. The utility vehicle is replacing a police pursuit vehicle damaged in an accident.

Purpose

These units will be used by the Police Department.

Evaluation and Selection Process

According to MCA 18-4-402, the City may participate in a cooperative purchasing agreement for the procurement of supplies; and as authorized by Section V Cooperative Purchasing (page 39) of the City of Great Falls Financial Policies and Procedures. Open-

ended State public procurement unit contracts are made available to local governments. The State of Montana has such a procurement contract with Bison Ford. From this contract the City Police Department along with the Fleet Maintenance Supervisor adjusted the specifications to meet the needs of the Police Department and their funds available for vehicle replacement. Options can be taken off the specifications, but there cannot be any options added. The State of Montana contract includes a starting price of \$30,103.70 for the Ford Sedan Police Interceptor. By removing some options not needed it lowered the cost to the City to \$26,014.62 per vehicle. The State of Montana contract includes a starting price of \$32,568.12 for the Ford Police Interceptor SUV. By removing some options not needed it lowered the cost to the City to \$28,082.96. This price is competitive and is as good as or better than the price the City would get if the City bid the purchase. The insurance deductible and MMIA Car and Equipment Coverage deducts \$26,814.62 from the total cost.

The Police Department requested the change in police pursuit vehicles from the current FWD vehicles to AWD. The six police pursuit vehicles being replaced will be transferred to other departments to be used as staff sedans or sold at a later date.

#### Conclusion

The bid through the State of Montana by Bison Motor Company of Great Falls meets specifications for the police pursuit vehicles.

**Fiscal Impact:** The purchase price for six new police pursuit vehicles during FY 2014 was \$133,548. The total bid price difference from last year is an increase of \$22,539.72. The difference in bid price per vehicle from last year is an increase of \$3,756.62 or +14.4%. These new vehicles are AWD and are partially pre-built including lights, wiring and siren which saves time and money in the Central Garage and charges to the Police Department. The Police Department will be able to get these vehicles out on the street sooner as well. In the past year it took six months to put out the six new police pursuit vehicles. Funds for this scheduled purchase from the ERS (Equipment Revolving Schedule) were provided in the FY 2015 Central Garage Budget.

**Alternatives:** The City Commission could vote to reject the purchase.

**Attachments/Exhibits:** State Cooperative Purchase Agreement, State of Montana Purchase Order

## COOPERATIVE PURCHASING AGREEMENT

1. This Agreement is made and entered into between the Montana Department of Administration, ("STATE") and, CITY OF GREAT FALLS, a local public procurement unit ("LOCAL UNIT") as defined in 18-4-401(2), Montana Code Annotated, (MCA).  
  
\_\_\_\_\_, of the CITY OF GREAT FALLS, shall represent the LOCAL UNIT in working with this Agreement. Marvin Eicholtz, of the Procurement and Printing Division, Department of Administration shall represent the STATE.
2. The purpose of this Agreement is to permit the LOCAL UNIT to purchase supplies and services from vendors at the prices, terms, and conditions contained in contracts between the STATE, and those vendors. The methods by which the LOCAL UNIT may participate in State contracts are through Requisition Time Schedules for vehicles, Term Contracts, the Central Stores program, and Purchase Orders established from Invitation for Bids or Request for Proposals.
4. It is understood and agreed that this Agreement is entered into pursuant to the provisions of 7-11-101, MCA et seq. and 18-4-401 through 18-4-407, MCA, and that no separate legal entity is hereby created.
5. The State shall:
  - a. Conduct the procurement in compliance with the Montana Procurement Code, Title 18, (MCA) and the Administrative Rules of Montana, (ARM), Title 2, Chapter 5.
  - b. Provide the LOCAL UNIT with a regular listing of all eligible State Term Contracts or Requisition Time Schedules items. All prices, terms, and conditions indicated on the listing are valid for the period stated therein. Upon request, the State will provide the LOCAL UNIT with a catalog of supplies available through the Central Stores Program.
  - c. Inform vendors that the LOCAL UNIT is an eligible participant in any solicitation intended for cooperative purchasing.
  - d. Determine the specifications for the supplies and services.
6. The LOCAL UNIT shall:
  - a. Insure that purchase orders issued against State contracts are in accordance with the prices, terms, and conditions established in the State

contract

- b. Make timely payments to the vendor. Payment for supplies and services, and inspection and acceptance of supplies and services ordered by the LOCAL UNIT, shall be the exclusive obligation of said unit.
  - c. Make timely payments to Central Stores for all supplies received from Central Stores.
  - d. Be responsible for the ordering of supplies or services.
  - e. The exercise of any rights or remedies by the local public procurement unit shall be the exclusive obligation of such unit; however, the STATE, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
7. The LOCAL UNIT agrees that it will be responsible for all disputes which may arise between it and a vendor. The STATE is responsible for disputes concerning supplies offered by Central Stores. The LOCAL UNIT shall hold the STATE harmless from any liability which may arise from its utilization of this cooperative purchasing agreement.
8. It is understood and agreed that the STATE may, pursuant to 18-4-406 (3), MCA, charge a contract management fee for services provided under this Agreement.
9. This Agreement will take effect upon execution by both parties and shall continue until it is terminated by giving 30 days written notice to the other party.

Linda Williams 11/7/95  
FOR THE LOCAL PUBLIC PROCUREMENT UNIT DATE  
Linda Williams, Personnel Director

Marvin Eicholtz 11/17/95  
MARVIN EICHOLTZ, ADMINISTRATOR DATE  
DEPARTMENT OF ADMINISTRATION



# STATE OF MONTANA PURCHASE ORDER


Date: November 25, 2014	P.O. Number: 3011
P.O. Title: Pursuit Vehicles Model Year 2015 Line # 3 and #6	
Requisition Number: 13-15004	IFB/RFP Number: IFB15-3024A

## BILL TO/SHIP TO INFORMATION

<b>Bill To:</b>  Montana Highway Patrol Attn: SGT John Spencer 2550 Prospect Avenue Helena, MT 59620	<b>Ship To:</b>  Montana Highway Patrol Attn: SGT John Spencer 2550 Prospect Avenue Helena, MT 59620
<b>Agency Contact:</b>  All questions regarding this purchase, including billing questions, should be directed to: John Spencer at (406) 444-1935.	<b>Delivery:</b>  Line #3 – 15 Vehicles Deliver by July 1, 2015, 15 Vehicles Deliver by January 1, 2016. Line #6 – 5 Vehicles Deliver by July 1, 2015, 5 Vehicles Deliver by January 1, 2016.

## VENDOR INFORMATION

<b>Vendor:</b>  <u>Bison Motor Company</u> <u>500 10<sup>th</sup> Ave. S.</u> <u>Great Falls, MT 59405</u>	<b>Vendor Phone:</b> <u>406-727-2552</u>
	<b>Vendor Fax:</b> <u>406-727-9857</u>
	<b>Vendor Email:</b> <u>kirk@bisonford.com</u>
<b>Vendor Contact:</b> <u>Kirk Fried</u>	<b>Federal ID #:</b> 81-0155710

<b>P.O. Total:</b> \$1,228,792.20	<b>P.O. Terms:</b> NET 30 DAYS
<b>Contract Validated By:</b>	
 Jeannie Lake, Procurement Officer	Date: November 25, 2014
<b>IMPORTANT: SEE STANDARD TERMS AND CONDITIONS</b>	

# Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

**DEBARMENT:** Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If Contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set

for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5 day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

**HOLD HARMLESS/INDEMNIFICATION:** Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PATENT AND COPYRIGHT PROTECTION:** If a third party makes a claim against the State that the products furnished under this purchase order infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**REFERENCE TO CONTRACT:** The contract or purchase order number **MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.)

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to Contractor, terminate the contract in whole or in part at any time Contractor fails to perform the contract.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** Contractor warrants that the products offered conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the State specifies otherwise. Exceptions will be rejected.



## **1.0 INTRODUCTION**

The STATE OF MONTANA, **Department of Administration** (hereinafter referred to as "the State") is soliciting bids for **Pursuit Vehicles Model Year 2015**. A more complete description of the supplies and/or services sought is provided in Section 4 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

**1.1 Deleted**

**1.2 Deleted**

**1.3 Deleted**

**1.4 Deleted**

## **2.0 PRICES**

**2.0.1 Taxes, Shipping, and Invoicing.** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

**2.0.2 Fixed Price Contract.** All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

## **2.1 ITEM-BY-ITEM AWARD**

Awards will be made on an **item-by item** basis.

## **3.0 SCOPE**

Provide and deliver F.O.B. Destination agency location in Montana specific vehicles as detailed herein.

Please note that although each group carries its own specific requirements, Sections 3.9 and 3.10 apply equally to each respective group unless otherwise noted.

### **3.0.1 General Terms and Conditions.**

Bidders must submit a firm date of delivery after receipt of order. Failure to deliver within the specified time may result in suspension from future contracts.

Build sheets are required to be attached to each bid line item with bid response. Failure to provide build sheets may result in bid disqualification. In the event of any conflict or discrepancy between the submitted build sheet and the vehicle specifications, the vehicle specifications shall prevail.

All vehicles shall be new, from current production, and shall be in first-class running condition. **Dealer demonstration models are not acceptable!** All parts required to construct a complete working unit shall be furnished on each vehicle, whether herein stipulated or not. All equipment classified as "standard" shall be furnished and included in the purchase price of each vehicle bid.

Pre-delivery service and inspection certificates, signed by the manufacturer or the manufacturer's local authorized dealer, must be furnished with each unit delivered to the State before payment will be made. A single copy of all vehicle "factory invoice sheets" listing equipment and accessories will be required with each vehicle at the time each unit is delivered. Prices are not required to be listed on the factory invoice sheet.

Do not include FEDERAL EXCISE TAXES when bidding. The State of Montana is exempt from this tax. EXEMPTION CERTIFICATES will be furnished in lieu of taxable amount upon request.

All units shall be awarded on the basis of BONDED-CARRIER DRIVE-AWAY AND MUST BE LOADED OFF GROUND at dealer's location, but may be driven to the F.O.B. Delivery Point. Units driven or towed from the factory to the destination WILL NOT BE ACCEPTED. The State reserves the right to reject vehicles delivered with over three hundred miles.

The State of Montana will not accept new vehicles with significant accident damage. If a vehicle is damaged in transit from the manufacturer or the dealer, the State of Montana may reject the vehicle. Examples of minor damage which may be repaired and not rejected are; replacing front windshields due to rock damage or refastening loose parts such as bumpers or trim. Body damage due to deer or animal accidents, or collision damage will not be accepted.

If a vehicle is damaged in transit, the Vendor must contact the State Procurement Officer immediately with notification of the damage. The State may elect to order a new vehicle with a new VIN number to replace the damaged vehicle, or may cancel the order.

### **3.1 APPLICABLE STANDARDS**

All standards referenced shall be of the most current revisions.

#### **3.1.1 Government**

- a. Federal Motor Vehicle Safety Standards (FMVSS)
- b. Environmental Protection Agency (EPA)
- c. State of Montana Motor Vehicle Code (MMVC)
- d. Montana Occupational Safety and Health Administration (MOSHA)

#### **3.1.2 Industrial**

- a. Society of Automotive Engineers (SAE)
- b. Tire and Rim Association (T&RA)

### **3.2 QUALITY ASSURANCE**

**3.2.1** Mandatory U.S. Government requirements shall apply to all units ordered using these specifications, such as FMVSS and EPA, which are current and applicable at the scheduled manufacturing and/or assembly period. The units must comply with all applicable State of Montana motor vehicle codes.

**3.2.2** The apparent silence of any specification or supplemental specifications, or the apparent omission of a detail described herein, shall be inferred to denote that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

**3.2.3 ALL DEVIATIONS FROM THE REQUIREMENTS LISTED HEREIN MUST BE SO STATED ON THE RETURNED BID.** Unless stated otherwise by the bidder, the State of Montana will assume that all of the requirements have been met and shall hold the bidder responsible for adhering to each listed specification.

**3.2.4** Heavy duty, as applied to these specifications, means that the item to which the term is applied shall be the heaviest duty available.

- 3.2.5** All units shall be of standard production and shall be completely prepared for customer delivery through the selling dealer prior to acceptance by the State.
- 3.2.6** All units offered against these specifications shall be of identical style, quality, and appointment as those offered to the public during the course of the model year.
- 3.2.7** All accessories listed herein shall be identical to those regularly supplied to the dealer by the original equipment manufacturer and shall be of identical quality and design as those normally installed on vehicles for sale through normal commercial channels.
- 3.2.8** All items are to be factory installed. If factory installation isn't available, "dealer installation" must be noted on the bid. Dealer installation is subject to acceptance by the State. Failure to document "dealer installation" may result in rejection of the bid.
- 3.2.9** During the warranty period, orders for urgently needed replacement parts shall be filled within seven (7) working days. The State shall not be charged for transportation and communication expenses incurred by the supplier when expediting delivery to meet this requirement.
- 3.2.10** In the event of a conflict between these specifications and other requirements, these specifications shall prevail.

### **3.3 WARRANTY**

**3.3.1** The manufacturer shall provide a warranty on the unit(s) purchased which is current to the industry but not less than three years or 36,000 miles and a 60,000 mile power train warranty, in duration from the point-in-time the unit(s) is put into service by the State of Montana. A signed Warranty of Service Policy that will be honored at any manufacturer's authorized dealership must be furnished for each vehicle. All charges covered under warranty shall be paid by the manufacturer of the vehicle being serviced.

**3.3.2** The manufacturer's warranty, as stated in Section 3.3.1, must be honored by all franchised dealers of the units purchased by the State of Montana.

**3.3.3** Warranty adjustments will be made promptly within the agreed warranty period. Any malfunction of parts, or failure discovered beyond the stated warranty period, which is reasonably attributed to a manufacturer's fault, will be subject to corrective action on a cost-sharing basis at an agreed percent of sharing.

**3.3.4** The vendor and/or manufacturer will not be held liable for delivery delays caused by strikes, acts of God, illegal acts by public disturbances, or demands placed by the U.S. Government in national emergencies.

**3.3.5** In an emergency, if the vendor or authorized dealer is unable to furnish a serviceman and parts and make necessary warranty repairs within a three day period, the State may elect to have emergency repairs made elsewhere and hold the damaged parts for the vendors' or dealers' inspection, together with sufficient documentation, to justify or verify the repairs. The dealer, or factory, shall reimburse the State for all costs related thereto (including travel time).

**3.3.6** If the in-service date of the vehicle will exceed 30 days from delivery, the vendor will be notified in writing by the Agency indicating the "in-service date", as stated in Section 3.3.1, not to exceed six months from date of delivery.

3.3.7 Vehicles are to be F.O.B. Destination location as indicated on bid sheets.

3.3.8 Vehicles must have a minimum of five gallons of fuel when delivered.

### **3.4 FUTURE PURCHASES**

3.4.1 The bid price will remain in effect for the duration of the model year production and within the manufacturer's capacity to produce the units. The State may place additional orders for vehicles from the prices established as a result of this bid.

3.4.2 The prices established from this bid may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion. The State of Montana will not issue authorizations or purchase orders.

3.4.3 The bid price is based on the F.O.B. location stated for each item listed herein and must be honored for all additional items ordered per the terms of this solicitation. Freight charges, as stated below, will be added to all additional orders that request delivery to a different city or town than is listed for that item. Mileage will be determined by using the Montana Official Highway Map issued by the Montana Department of Transportation.

Cost per Mile for Freight Charges: **\$ 0.50**

### **3.5 PRE-AWARD CONFERENCE**

3.5.1 Prior to the preparation of the purchase order to the lowest qualified bidder, a review may be made of the specifications and vendor's data to ensure that the specifications have been met. The conference will be held at a location chosen by the ordering agency (Department).

3.5.2 Upon agreement between the lowest qualified and the Department, and with concurrence from the Department of Administration, State Procurement Bureau, the purchase order will be issued.

### **3.6 COLOR**

3.6.1 Standard manufacturer's color (s) will be selected by the agency after award. Ordering agencies must contact the vendor for color selection. Ordering agencies will notify the vendor of the color choice within five business days.

### **3.7 PAYMENT**

3.7.1 Units delivered to the agencies will be visually inspected for specification compliance. Units visually meeting specifications will be paid in full. Units not meeting specifications may receive partial payment on a unit-by-unit basis or may be rejected entirely.

### **3.8 REPORTS**

3.8.1 Vendor must supply to the State Procurement Bureau a "Status/Delivery Report" for all orders by **March 1, 2015**. This report must include the State of Montana's purchase order number, agency name,  
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vehicle model, delivery status and delivery date or anticipated delivery date. Failure to supply this report may result in removal from the State's vendor list for a period of three years.

### **3.9 GENERAL SPECIFICATIONS - ALL PURSUIT VEHICLES - Pursuit Rated Standard Equipment.**

The following items are to be included as minimum standard equipment on all vehicles unless otherwise specified:

#### **3.9.1 MECHANICAL/ENGINE**

- Engine cooling-heavy duty/severe duty
- Anti-freeze-50/50 mix
- Engine heater-block type **ONLY**
- External oil coolers-engine oil, transmission fluid
- Cooling system-heavy duty, large high volume radiator
- Brakes-police calibrated high performance system
- Anti Lock Brake System-ABS
- 4-wheel heavy duty disc w/heavy duty front and rear calipers
- Electric power assist steering
- Engine hour meter
- Powertrain mounts-heavy duty

#### **3.9.2 ELECTRICAL**

- Battery-maintenance free, minimum 720 CCA
- Alternator-minimum 160 AMP
- Windows-rear window inoperable from rear seat
- Rear inside door locks and handles deactivated
- Trunk wiring-ground stud in trunk, power outlet in trunk 100 AMP
- Remote keyless entry
- Power windows and door locks
- Daytime running lights-deactivated/surveillance switch installed
- Dome/courtesy lights shall be wired so not to turn on automatically when driver's door opens
- Speedometer-police certified-speed control 150-mph or 240-km/h (certified) calibrated speedometer
- Cruise control
- Pass-through opening for aftermarket wiring; provide wiring diagrams
- Wiring harness for grille and siren speaker
- Wiring harness for horn and siren circuit (siren interrupt)
- Rear reverse sensing system whenever available OEM
- Bluetooth or hands free capable OEM when available

#### **3.9.3 INTERIOR**

- Flooring – Carpet flooring front
- Seats-heavy duty front bucket seats / manual adjustable lumbar driver's seat.
- Power driver's seat, cloth
- Second row bench - vinyl
- Space between driver and passenger seat for aftermarket consoles
- Console mounting plate
- Headliner-easy to drop

- Glove box - illuminated-lockable
- Tilt steering wheel
- Steering column height/tilt adjustable
- Steering wheel-speed controls/audio controls
- Intermittent wipers
- Air conditioning
- Sun visors
- Flooring-rear seat heavy duty rubber
- Dual air bags-driver and front passenger
- Heavy duty factory floor mats OEM with safety hooks
- LED night vision dome light mounted between driver and passenger– red and white
- Trunk electronics tray – retractable and locking

*Each vehicle must be equipped with a Setina Model 10RP or XL Model (plexi-glass) jail partition full prisoner (installed). Single prisoner cages are a selection on the individual line requested.*

*Vendor address and phone number is:*

*Setina Manufacturing  
2926 Yelm Highway SE  
Olympia, Washington 98501  
Phone: (800) 426-2627*

#### **3.9.4 EXTERIOR**

- Bumpers-front and rear
- Push bumper tubular style – Setina or Go Industries or approved equivalent
- Glass-solar tinted throughout
- Mirrors-dual low mount
- License plate holders-two (exception: cab and chassis units-one license plate holder)
- Heavy duty suspension
- Deflector plates-undercarriage deflector plates protect the underbody, powertrain and chassis components
- Headlamps-integrated LED police flashers
- Tail lamps-integrated police flashers
- Front and rear LED intersection clearing corner lights/front LED must be white, rear LED must flash red
- LED Spot light – Driver
- Simple fleet key (w/o microchip, easy to replace)
- Minimum 3 keys required for each vehicle
- Rear reverse sensing system whenever available OEM

#### **3.9.5 TIRES**

- Wheels-heavy duty steel, vented with center cap
- Full size spare tire
- Four standard size wheels and tires, all season radials.
- Tire pressure monitoring system (TPMS)

### **3.10 GENERAL SPECIFICATIONS - SSV - Special Services Vehicle Specifications.**

The following items are to be included as minimum standard equipment on all vehicles unless otherwise specified:

### **3.10.1 MECHANICAL/ENGINE**

- Engine cooling-heavy duty/severe duty
- Anti-freeze-50/50 mix
- Engine heater-block type **ONLY**
- External oil coolers-engine oil, transmission fluid
- Cooling system-heavy duty, large high volume radiator
- Anti Lock Brake System-ABS
- 4-wheel heavy duty disc w/heavy duty front and rear calipers
- Electric power assist steering
- Engine hour meter
- Powertrain mounts-heavy duty

### **3.10.2 ELECTRICAL**

- Battery-maintenance free, minimum 720 CCA
- Alternator-minimum 160 AMP
- Windows-rear window inoperable from rear seat
- Rear inside door locks and handles deactivated
- Trunk wiring-ground stud in trunk, power outlet in trunk 100 AMP
- Remote keyless entry
- Power windows and door locks
- Daytime running lights-deactivated/surveillance switch installed
- Dome/courtesy lights shall be wired so not to turn on automatically when driver's door opens
- Cruise control
- Pass-through opening for aftermarket wiring; provide wiring diagrams
- Rear reverse sensing system whenever available OEM
- Simple fleet key (w/o microchip, easy to replace)

### **3.10.3 INTERIOR**

- Flooring-heavy duty vinyl
- Seats-heavy duty front bucket seats / manual adjustable lumbar driver's seat.
- Power driver's seat, cloth
- Second row bench - vinyl
- Space between driver and passenger seat for aftermarket consoles
- Console mounting plate
- Headliner-easy to drop
- Glove box - illuminated-lockable
- Tilt steering wheel
- Steering column height/tilt adjustable
- Steering wheel-speed controls/audio controls
- Intermittent wipers
- Air conditioning
- Sun visors
- Flooring-rear seat heavy duty rubber
- Dual air bags-driver and front passenger
- Bluetooth or hands free capable OEM when available
- Heavy duty factory floor mats OEM with safety hooks

*Each vehicle must be equipped with a Setina Model 10RP (plexi-glass) jail partition (installed).  
Vendor address and phone number is:*

*Setina Manufacturing  
2926 Yelm Highway SE  
Olympia, Washington 98501  
Phone: (800) 426-2627*

### **3.10.4 EXTERIOR**

- Bumpers-front and rear
- Glass-solar tinted throughout
- Mirrors-dual low mount
- License plate holders-two (exception: cab and chassis units-one license plate holder)
- Heavy duty suspension
- Deflector plates-undercarriage deflector plates protect the
- Underbody, powertrain and chassis components
- Headlamps-integrated LED police flashers (available)□
- Tail lamps-integrated police flashers (available)
- Minimum 3 keys required for each vehicle
- Spot light – Driver

### **3.10.5 TIRES**

- Wheels-heavy duty steel, vented with center cap
- Full size spare tire
- Four standard size wheels and tires, all season radials.
- Tire pressure monitoring system (TPMS)

## **3.11 DELIVERY AND PERFORMANCE**

**3.11.1** All vendors must acknowledge receipt of all purchase order(s) by signing on the signature block provided and faxing it to the State Procurement Bureau at 406-444-2529. Failure to acknowledge purchase order(s) within ten (10) calendar days may be grounds for cancellation. Failure to deliver any vehicle may result in the vendor having to pay the State the difference between their bid and the next low bid and/or all actual damages incurred due to nonperformance along with the risk of suspension from future contracts.

**3.11.2** Units delivered must meet or exceed all specifications.

**3.11.3** The delivery schedule is as follows listed below:

All Passenger Cars & ½ Ton Pickups	120 days ARO, unless otherwise stated.
All Minivans (Cargo and Passenger)	120 days ARO, unless otherwise stated.
All ¾ Ton and 1 Ton Pickups	150 days ARO, unless otherwise stated.
All Van Wagons (Cargo & Passenger)	150 days ARO, unless otherwise stated.
All Utility Vehicles	150 days ARO, unless otherwise stated.

- a. Any and all units may be delivered on or before the agreed dates. The State, relying on these delivery dates, will incur an unknown, difficult, or impossible-to-determine amount of damages



should delivery be delayed. Damages may include, but are not limited to, payment of fees for personal use of vehicles, rental vehicles, and additional staffing requirements.

- b. Where the vendor is unable to meet the required maximum delivery requirements, the vendor shall advise Jeannie Lake, State Procurement Bureau at 406-444-0110, of the estimated delivery date, whereupon the State may cancel the applicable order, in whole or in part, without cost or liability on the part of the State to the vendor.

Should the State choose to accept the late delivery, in lieu of actual damages, the vendor shall pay the State as fixed, agreed, and liquidated damages and not as a penalty, the amount of \$50.00 for each State work day (Monday through Friday, excluding State holidays). This amount is the State's best estimate of a replacement vehicle to cover costs incurred by the State due to the vendor's failure to deliver.

**3.11.4 Title and Registration:**

- a. Unless requested by the ordering agency, temporary registrations are not to be issued.
- b. The dealership must fill out the MV1 in its entirety, including: vehicle make, model, year, and VIN.
- c. All title information must be filled out to the best of the vendor's ability.

Line #3

F.O.B.

Montana Department of Justice  
Montana Highway Patrol  
2550 Prospect Avenue  
Helena MT 59620-1419

REQ#: 13-15004

**Group 1: MID-SIZE FOUR-DOOR SEDAN-110"-115" WB  
PURSUIT RATED VEHICLE**

**Minimum Standard Specifications: Manufacturer's current model year 2015 vehicle. Standard equipment as listed under 3.9 - All Pursuit Vehicles-Police Pursuit Rated Specifications, with the following additions:**

Minimum 3.5L V6, Minimum 350HP  
5 Passenger  
All Wheel Drive

Make/Brand/Model: **Ford Police Interceptor**

Cost per Each: **\$ 30,103.70**

Extension for quantity **thirty (30): \$903,111.00**

Engine Size: **3.5L Ecoboost V6**

**Line #3 – 15 Vehicles Deliver by July 1, 2015**

**15 Vehicles Deliver by January 1, 2016**

Line #6

F.O.B.

Montana Department of Justice  
Montana Highway Patrol  
2550 Prospect Avenue  
Helena MT 59620-1419

REQ#: 13-15004

**Group 3: MID-SIZE SUV-112"-120" WB  
PURSUIT RATED VEHICLE**

**Minimum Standard Specifications:** Manufacturer's current model year 2015 vehicle. **Standard equipment as listed under 3.9 - All Pursuit Vehicles-Police Pursuit Rated Specifications, with the following additions:**

Minimum Gas Engine V6 -350 HP  
All Wheel Drive

Make/Brand/Model: **Ford Police Interceptor SUV**

Cost per Each: **\$ 32,568.12**

Extension for quantity **ten (10):** **\$ 325,681.20**

3.5 V6 Ecoboost: **Yes**

**Line #6 – 5 Vehicles Deliver by July 1, 2015**  
**5 Vehicles Deliver by January 1, 2016**