

# ADVERTISING AUTHORITY

LF021109-06

This form must be completed and approved by the City Finance Office prior to presenting items to the Common Council and/or Committees of the Common Council. This covers all items, which require formal bids, currently anything over \$15,000 (except emergency repair costs).

- I. PROJECT ID NO.: \_\_\_\_\_
- II. PROJECT NAME: 2009 CHEVY IMPALA
- III. Project/Item(s) Description: Six 2009 Chevy Impala for use by the RCPD
- IV. BID LETTING DATE: March 3, 2009
- V. (IF APPLICABLE) Grant No.: \_\_\_\_\_  
 Funding Source: \_\_\_\_\_  
 Estimated Completion Date: \_\_\_\_\_  
 Estimated Grant Receipt Date: \_\_\_\_\_


VI. ESTIMATED COST OF PROJECT/ITEM(S)	\$141,000
VII. BASIS OF PAYMENT	Assessed _____
	Single Payment <input checked="" type="checkbox"/> _____
	Non-Assessed _____
	Partial Payment _____

VIII. DISBURSEMENT SCHEDULE

Date	Amount	Amount	Amount	Amount	Amount
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
<b>Total</b>	\$	\$	\$	\$	\$

IX. APPROPRIATION DATA

Fund	0101				
Department	0201				
Line Item	4360				

- X. DEPARTMENT/DIVISION: Police Department - Patrol Division
- Project Manager: Lt. James Johns Date 02/02/09
- DEPARTMENT/DIVISION MANAGER Signature \_\_\_\_\_ Date 02/02/09
-  \_\_\_\_\_ Date 2-2-09
- DIRECTOR Signatures

FINANCE OFFICE USE ONLY			Approved		Carbon Copy
	Date	Initial	Yes	No	
Appropriation Cash Flow	<u>2/2/09</u>	<u>JL</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Investment Desk Public Works Engineering Project Manager
	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	

## WHEN BIDDING IS REQUIRED

Bidding is required of any local government entity when a purchase or contract equal to or exceeding \$15,000 is anticipated. This applies to contracts for the purchase, lease or rental of materials, supplies or equipment. If the contract is for the construction of public improvement, which involves the expenditure of a sum equal to or in excess of \$25,000; then advertisement for bids is required. (SDCL 5-18-2, 5-18-3).

(SDCL 5-18-18) Exemptions from Bidding -

- a) Purchase of utility services;
- b) Purchase of materials, supplies or equipment from the United State or its agencies, including purchases of federal surplus property;
- c) Equipment repair contracts;
- d) Purchase of surplus property from another public corporation;
- e) Purchase from the lowest bidder of an item contained on the state price list;
- f) Purchase from lowest bidder of an item competitively bid by another local government or by itself within the previous 12 months (documentation of such purchases is to be made in the entity's minutes and retained on file). A governing entity may not utilize the bid of another entity if the original bid specification included a trade-in allowance. If one entity accepts a bid net of trade-in allowances, another entity may not contract with the successful bidder by utilizing the 'original bid amount' for a cash outright purchase.

**2009 Chevy Impala  
Rapid City Police Department**

CITY OF RAPID CITY  
RAPID CITY, SOUTH DAKOTA

**March 10, 2009  
2:00 P.M.**

MAYOR  
ALAN HANKS

COUNCIL MEMBERS

Patti Martinson  
Sam Kooiker  
Karen G. Olson  
Lloyd LaCroix  
Malcom Chapman

Ron Weifenbach  
Deb Hadcock  
Bill Okrepkie  
Ron Kroeger  
Aaron Costello

STEVE ALLENDER  
CHIEF OF POLICE

**NOTICE FOR BIDS  
FOR PURCHASE OF  
2009 CHEVY IMPALA  
RAPID CITY POLICE DEPARTMENT  
Rapid City, South Dakota**

Notice is hereby given that sealed bids will be received by the Common Council for the City of Rapid City, South Dakota until 2:00 P.M., March 10, 2009, at the Rapid City Finance Office, 300 Sixth Street, Rapid City, South Dakota 57701, and will be publicly opened and read for 2009 Chevy Impala to be used by the Rapid City Rapid City Police Department. All proposals shall be made on the forms furnished by the City.

Specifications may be obtained at the Rapid City Police Department, 300 Kansas City Street, Suite 200 Rapid City, South Dakota 57701.

JIM PRESTON  
City Finance Officer

**SPECIFICATIONS FOR  
2009 CHEVY IMPALA  
Rapid City, South Dakota**

Bids will be received at the Rapid City Finance Office, 300 Sixth Street, Rapid City, South Dakota on March 10, 2009 until 2:00 P.M. for furnishing 2009 Chevy Impala which shall meet the following specifications:

**SCOPE**

It is the intent of these specifications to describe 2009 Chevy Impala in sufficient detail to secure bids on comparable 2009 Chevy Impala. All parts not specifically mentioned, which are necessary in order to provide 2009 Chevy Impala shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided the trade in general.

The City's intent is to obtain a reasonable bid from all interested bidders. If for any reason bidders are unable to meet or equal the following specifications, the City will receive for consideration minor deviations of specifications. Deviations and variations of specifications must be fully detailed and explained by the bidder on the form provided and stapled to the BIDDER'S PROPOSAL.

All bids must be accompanied by literature completely describing the 2009 Chevy Impala to be furnished. Each bidder must be a certified dealer authorized by the manufacturer he represents. Each bid shall contain a dealer and/or factory warranty as a guarantee of the product to be furnished. The guarantee shall be stated in the descriptive literature or by a letter.

**GENERAL CONDITIONS**

1) Bidders Information

Each bid envelope shall contain **ONLY ONE** (1) Bid Proposal and shall be marked with the words "**Sealed Bid - 2009 CHEVY IMPALA**".

Each bid must be accompanied by a certified check, cashier's check or a bank draft for One Hundred Dollars (\$100), such check to be certified or issued by either a State or National Bank and payable to the City of Rapid City, South Dakota, or in lieu thereof, a Two Hundred Dollar (\$200) bid bond, such bond to be issued by a surety authorized to do business in this State, payable to the City of Rapid City, Rapid City, South Dakota, as a guarantee of the bidder entering into a contract, for the supplying of 2009 Chevy Impala for the City of Rapid City. After this has been accomplished, the bidder's check or bid bond will be returned; the checks or bonds of all the unsuccessful bidders will be returned within thirty (30) days after the bids have been opened.

Bids submitted by mail, express courier, or common carrier cannot be accepted unless received in the City Finance Office prior to the time for the scheduled bid opening. Bids submitted by telefax cannot be accepted.

**Each bid envelope shall contain the entire set of specifications. To save time for both the bidder and the City, the bidder shall fill out and complete "ARTICLE 5 CONTRACT DOCUMENT" upon submittal of the bid.**

To the extent provided by statute, preference will be given to materials, products, and supplies found or produced within the State of South Dakota. (SDCL Chapter 5-19; Residential Preference Statute.)

The City reserves the right to reject all bids and unless all bids presented are rejected, the lowest responsible bid, in all cases, will be accepted. In case the low bid is not responsible or the bid is not made in accordance with the requirements of SDCL Chapter 5-19 or the low bid is withdrawn, the bid of the next lowest responsible bidder may be accepted; however, to the extent allowed by law the City reserves the right to accept the bid that is to the advantage of and is in the best interest of the City of Rapid City.

Payment for the 2009 Chevy Impala will be made BY CHECK, within a reasonable time after receipt and approval of the 2009 Chevy Impala, receipt of a City claim, and approval by the Common Council.

The unit price of the bid must be stated on the Bidder's Proposal form, along with the extended price bid. Unit price shall take precedence over extended price; written figures shall take precedence over numerical figures.

The 2009 Chevy Impala shall be delivered F.O.B., Rapid City Police Department, 300 Kansas City Street, Suite 200, Rapid City, South Dakota 57701.

## 2) Rejection

If the material does not meet the requirements of these specifications, notice shall be given to the vendor within NINETY (90) days after the receipt of the 2009 Chevy Impala. In this event, payment shall be withheld, and the vendor shall remove the product from the City premises and shall replace it with a like amount of acceptable 2009 Chevy Impala.

## 2009 CHEVY IMPALA

### 9C1 Police Package with additional listed options:

Engine, 3.9 liter V-6 E85  
Transmission, Automatic O/D 4 Speed  
Alternator, 150 Amp with internal regulator  
Air Conditioning Manual, Dual Zone  
Locks, Power deck release  
Power Door Locks  
Brakes – ABS, 4 wheel disc, with heavy duty front brake pads  
Power Steering with oil cooler  
Power Windows  
Radio, Heavy duty suppression kit, electro-magnetic interference suppression kit to minimize interference between the electronic ignition control system and two way radio equipment to be installed in the vehicle by state.  
Axle, power train shall be geared to produce maximum power and top speed no less than 109 mph.  
Battery, 84 Amp 720C.C.A. with battery rundown protection  
Cooling, winterized to -10 degrees.  
Cruise control  
Defroster, Rear Window  
Floor Covering Trunk  
Glass, Tinted all windows.  
Heater, Engine Block, Manufacturers Standard.  
Horns, Dual  
Ignition, Electronic  
Lights, Headlight Halogen  
Light, Trunk  
Lighting, deactivate door light switches  
Locks, single key system, 3 keys  
Manual, factory owner's manual  
Mirror, inside day & night adjustable  
Seats upholstery heavy duty cloth in harmonizing colors.  
Seats, heavy duty cloth bucket seat, 45/45, Electric Driver, Electric Passenger  
Steering, tilt wheel  
Suspension, police heavy duty front/rear springs, struts and stabilizer bar.  
Speedometer, certified calibration 0/140 MPH in 5 MPH increments  
Tires and wheels, BSW All Season V-RATED  
Washers, dual windshield filled & winterized to -10 degrees.  
Wipers, intermittent multiple speed.  
Lights, Daytime Running Lights

Seats, Cloth Front, Vinyl Rear  
Air Bags, Side Impact  
Wheel Cover, chrome bolt on metal  
E85 FLEX FUEL

Auxiliary Power, Front (100 amp ignition and main power supply wiring, at lower right side of instrument panel)

Auxiliary Power, Trunk (100 amp power outlet in trunk)

Ground Stud, auxiliary located in trunk

**REQUIRED OPTIONS: Chevrolet Dealer Code**

Heavy Duty Vinyl Floor 6A3

Heated outside mirrors, power, body color DK2

Moldings, body color, installed B86

Flasher System, headlamp and tail lamp 6J7

Handles, rear door inoperative (outside only) 6B2

Locks, rear door inoperable 6N6

Spot lamp left hand, separately fused 7X6

Rear window switches inoperative (only from driver position) 6N5

Wiring, for customer connection to front door speaker WX7

Wiring, for grille lamps and speakers 6J3

Wiring, for horn/siren circuit, inline connections for customer 6J4

Trunk Lid Warning T53

Auxiliary Dome Light 6C7

Inoperative Dome Light 7Y6

Full-Size Spare N81

**SPECIAL PAINT: (black and white)**

SEO Color Scheme #W012

Option Code

1PL

Code 1 BFA (white) Code 2 BEM (black)

Vehicles to be delivered to:  
Rapid City Police Department  
CO Rapid City Street Department  
605 Steele Ave.  
Rapid City SD 57701



NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: ( \_\_\_\_\_ ) \_\_\_\_\_ FAX NO.: ( \_\_\_\_\_ ) \_\_\_\_\_

e-mail address: \_\_\_\_\_

Bidder proposes and agrees to and with the City of Rapid City, South Dakota ("City") to furnish 2009 Chevy Impala System at the following price, to-wit:

DESCRIPTION	UNIT PRICE (numerical)
Six 2009 Chevy Impalas	\$ _____
Multiple Unit Discount	\$ _____
Total	\$ _____

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*(Total Price written in words (see General Conditions))*

The within proposal and agreement are based upon the conditions, stipulations, and specifications named in the notice inviting bids for said 2009 Chevy Impala, which notice and detailed specifications are made a part of this contract as if written herein at length. The 2009 Chevy Impala shall be delivered F.O.B., Rapid City Police Department, Rapid City, South Dakota, 57701, within \_\_\_\_\_ calendar days (to be filled in by Bidder) after date of awarding contract.

The Bidder further agrees and states that he has read the notice calling for bids and has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein and agrees to enter into attached Contract.

\_\_\_\_\_  
NAME OF COMPANY - BIDDER

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**BIDDER MUST FILL IN ALL SPACES PROVIDED ABOVE**



**SUPPLIES AND EQUIPMENT  
BETWEEN  
SUPPLIER AND CITY OF RAPID CITY**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter "Supplier," and the City of Rapid City, South Dakota, hereinafter "City," WITNESSETH:

That the Supplier and the City, for the consideration named, agree as follows:

**ARTICLE 1. SCOPE OF WORK**

The Supplier shall furnish all of the materials, labor and perform all of the work as described in the specifications for Supplies and Equipment entitled 2009 Chevy Impala prepared by the Rapid City Police Department, Rapid City, South Dakota, and shall do everything required by this Contract, General Conditions, Special Conditions, and Detailed Specifications, which are hereby made a part of this Contract, including the following Addenda.

Addendum No.

Dated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ARTICLE 2. TIME OF COMPLETION**

The furnishing or ordering of materials, supplies, and equipment under this Contract shall be commenced as soon as possible within the time stated in the specifications unless the specifications expressly provide for a one time delivery, it is agreed that the City may place orders under this Contract at any time or times within the Contract period. Failure to meet the terms of the Contract on or before the completion date may result in forfeiture of the Performance Bond or deposit, if any; and shall be deemed a breach of this Contract. Request for time extensions shall be made in writing to the Rapid City Police Department at least fourteen (14) days before the Contract completion date. All time extensions will be issued by the City through the Rapid City Police Department.

**ARTICLE 3. THE CONTRACT SUM**

The City shall pay the Supplier for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT**

Upon delivery of any items under this Contract, the Individual or Department specified in Article 2 for making time extensions, shall satisfy himself by examination that the furnishing of supplies and equipment has been finally and fully completed in accordance with the Specifications and Contract, and shall make up the appropriate purchase order. The Supplier must complete and return a proper City voucher and payment will be made on said voucher as soon as possible after approval by the Common Council.

**ARTICLE 5. THE CONTRACT DOCUMENTS**

The Notice for Bids, General Conditions, Special Conditions, Addendum, Specifications, and the Bidder's Proposal together with this Agreement, form the Contract, and all are as fully a part of the Contract as if herein set forth at length.

The Supplier further agrees and states that he has read the advertisement calling for bids and has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

IN WITNESS WHEREOF: The City of Rapid, South Dakota, its Council having duly approved this Contract, has caused this Contract to be executed in its behalf by its Mayor, hereunto duly authorized, attested thereto by its Finance Officer, and has hereto attached its corporate seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CITY OF RAPID CITY, SOUTH DAKOTA

ATTEST:

by \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Jim Preston  
City Finance Officer

Date \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
NAME OF COMPANY

by \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Address

Date \_\_\_\_\_