

315  
**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 11 Ordinance/Resolution# 11-12-364

For Meeting of \_\_\_\_\_  
 (Ordinance First Reading Date)

For Meeting of January 17, 2012  
 (Adoption Date)

**TITLE:** A RESOLUTION TO AWARD FOR THE PURCHASE OF TWENTY-SEVEN (27) DODGE CHARGER POLICE CARS FOR THE CITY OF LAS CRUCES POLICE DEPARTMENT TO MELLOY DODGE OF ALBUQUERQUE, NEW MEXICO, (BID #3) RESULTING FROM BID NO. 11-12-364 IN THE AMOUNT OF \$905,129.00.

**PURPOSE(S) OF ACTION:**

To authorize the purchase of twenty-seven (27) Dodge Charger Police Cars.

<b>COUNCIL DISTRICT: ALL</b>		
<b><u>Drafter/Staff Contact:</u></b> Donald L. Haskins <i>(Donald L. Haskins)</i>	<b><u>Department/Section:</u></b> Transportation/ Fleet Services	<b><u>Phone:</u></b> 541-2596
<b><u>City Manager Signature:</u></b> 		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

Bids received November 15, 2011, had been advertised for the purpose of obtaining twenty-seven (27) replacement Dodge Charger Police Cars for the Police Department. These units are to replace twenty-seven (27) cars currently in use, the replacement of which will be determined by useful life, mileage, maintenance costs, condition, and fuel efficiency; at the time of arrival of the new cars. The purchased units will be used for police patrol units, traffic enforcement units, prisoner transport unit, and School Resources' unit and is the second purchase under the now established police car replacement cycle. There were two (2) bidders for the units: Melloy Dodge of Albuquerque, New Mexico, who submitted four (4) bids using a different subcontractor on each bid for providing and installing after-market equipment (consisting of emergency lighting, protective shield, shotgun holder, siren, radio computer holder, and computer); and McPeck's Dodge of Anaheim, California. In analyzing the bids, Fleet Management staff has reviewed the bid submitted for the Police Cars and is recommending award to Melloy Dodge of Albuquerque, New Mexico, (Bid #3) as the bid was in compliance with the published specifications.

Melloy Dodge (Bid #1) was lower by \$8,179.15 (\$302.93 per car); however, the aftermarket installer did not supply the light bar as specified, but quoted an "equal", since they advised the light bar was to be discontinued. All other subcontractors were able to supply the specified equipment without exception. It had been known that the questioned specified light bar, which is standard equipment for the Las Cruces Police Department, and is produced by Federal Signal, was going to be discontinued by the manufacturer, but in the spring of this year the manufacturer

(Continue on additional sheets as required)

made a commitment to the City of Las Cruces that the light bar would be available for the next order of vehicles; thus, the light bar is still available for the Las Cruces Police Department. Therefore, it is recommended Melloy Dodge's (Bid #3) is the best bid as it conforms to the specifications.

Fund 12807090-851100 VAF – Rolling Equipment including Trailers \$670,466.00  
 Fund 24147390-851100 VAF – Rolling Equipment including Trailers \$234,663.00

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A" Purchasing Manager's Request to Contract Form (PMRC).
3. Exhibit "B" Bid Analysis provided by Purchasing.
4. Exhibit "C" Melloy Dodge Bid Information.
5. Exhibit "D" McPeek's Dodge of Anaheim Bid Information.
6. Exhibit "E" New Mexico State Price Agreement.
7. Exhibit "F" Fleet Services' Administrator Memorandum of Acceptance.

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the Fund.
<b>Does this action create any revenue?</b>	Yes	<input type="checkbox"/>	
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Funding from the Vehicle Acquisition Fund (VAF) – Rolling Equipment including Trailers was assigned for Police Department vehicle replacement use and STOP Funds – Rolling Equipment including trailers was assigned for vehicles, which will be connected to Traffic Enforcement Assignments.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Vehicle Acquisition Fund (VAF) – Rolling Equipment including Trailers	12807090-851100	\$670,466.00	\$800,000.00	\$129,534.00	To purchase needed additional police vehicles
Safe Traffic Operations Police (STOP) – Rolling Equipment including Trailers	24147390-851100	\$234,663.00	\$300,000.00	\$65,337.00	To purchase needed additional police vehicles

**OPTIONS / ALTERNATIVES:**

1. Vote “Yes”; this will approve authorization to award the bid to purchase the twenty-seven (27) police cars to Melloy Dodge of Albuquerque, New Mexico, in the amount of \$905,129.00.
2. Vote “No”; this will deny authorization to purchase the twenty-seven (27) police cars and will delay the established replacement cycle.
3. Vote to “Amend”; and Staff will await instructions as to how to proceed.
4. Vote to “Table”; and this will delay the replacement of new police vehicles.

**REFERENCE INFORMATION:**

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

N/A

**RESOLUTION NO. 11-12-364**

**A RESOLUTION TO AWARD FOR THE PURCHASE OF TWENTY-SEVEN (27) DODGE CHARGER POLICE CARS FOR THE CITY OF LAS CRUCES POLICE DEPARTMENT TO MELLOY DODGE OF ALBUQUERQUE, NEW MEXICO, (BID #3) RESULTING FROM BID NO. 11-12-364 IN THE AMOUNT OF \$905,129.00.**

The City Council is informed that:

**WHEREAS**, on behalf of the City of Las Cruces, the Fleet Management Section requests the award for the purchase of twenty-seven (27) 2012 Dodge Charger Police Car models from Melloy Dodge of Albuquerque, New Mexico; and

**WHEREAS**, vehicles will be replaced on a one-to-one basis using age, mileage, and maintenance costs as factors; and

**WHEREAS**, updated vehicles are needed to better provide efficient, reliable vehicles for police patrol duties and ancillary services; and

**WHEREAS**, for such reasons, City operations create a need for acquisition of police vehicles; and

**WHEREAS**, a Bid 11-12-364 was advertised on November 1, 2011, and bids accepted for police car models; and

**WHEREAS**, the police vehicle specifications were defined and met by a vendor for the vehicles needed by the City of Las Cruces for the acquisition of such police vehicles.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the purchase of twenty-seven (27) 2012 Dodge Charger Police Car models be awarded to Melloy Dodge of Albuquerque, New Mexico, for \$905,129.00.

**(II)**

**THAT** the Purchasing Department is authorized to purchase twenty-seven (27) Police Car models as outlined in Exhibit "A", "Purchasing Manager's Request to Contract", attached hereto and made a part of this Resolution.

**(III)**

**THAT** Melloy Dodge (Bid #3) is providing the best pricing for the requested unit.

**(IV)**

**THAT** funding will be through the Police Vehicle Acquisition Fund (VAF) Rolling Equipment including Trailers Account Number 12807090-851100 and STOP Funds Rolling Equipment including Trailers Account Number 24147390-851100.

**(V)**

**THAT** City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

**DONE AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

VOTE:

Mayor Miyagishima:

Councillor Silva:

Councillor Smith:

Councillor Pedroza:

Councillor Small:

Councillor Sorg:

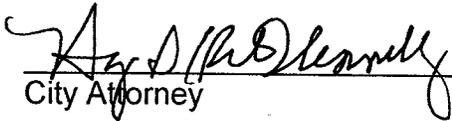
Councillor Thomas:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

<sup>321</sup>  
**CITY OF LAS CRUCES**

**PURCHASING MANAGER'S REQUEST TO CONTRACT**

For Meeting of: January 17, 2012

Resolution No.: 11-12-364

**Contract Purchase For  
 Police Cars**

The Las Cruces City Council is provided the following information concerning this request:

**BID SOLICITATION INFORMATION:**

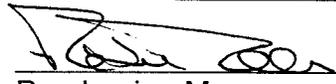
- 1. Bid Due Date: **November 15, 2011**
- 2. Description: **Police Cars**
- 3. Using Department: **Fleet**
- 4. Number of Responses Accepted: **Five (5)**
- 5. Recommended Award(s) To: **Melloy Dodge of Albuquerque, NM**
- 6. Total Award Amount (includes any tax and contingency): **905,129.00**
- 7. Contract Duration: **One Time Purchase**

**LOCAL PREFERENCE FACTOR**

Local Preference Factor Applied Per LCMC §24-100	No		LCMC §24-100 not applicable to this solicitation
	Yes	X	Made A Difference To Bid Awards(s)
		X	Made No Difference To Bid Award(s)

**PROCUREMENT CODE COMPLIANCE:**

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-91**.

  
 Purchasing Manager 1/12/30/11  
Date

**CONFIRMATION OF FUND ENCUMBRANCE:**

REQUISITION or PURCHASE ORDER NUMBER:	<b>Req. #12101080</b>
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CITY OF LAS CRUCES PURCHASING DEPARTMENT  
 ABSTRACT OF BID: Police Cars 11-12-364  
 OPENING DATE: November 15, 2011 / 2 pm

ITEM	DESCRIPTION	QTY	UNIT	BRAND / MFR NAME	PART NO.	UNIT PRICE	PRICE EXT.	MFR BRAND	PRFB	UNIT PRICE	PRICE EXT.
1	Marked Police Cars including delivery Section IV	27	Each	2012 Dodge Charger 29 A Pkg.	RS242-00123	\$24,126.00	\$651,402.00	Dodge Charger	\$22,325.00	\$23,500.00	\$634,500.00
2	Aftermarket Equipment and Installation Section V	27	Each	As Per Spec	HK-CHGR	\$6,173.00	\$1,666,671.00	As Per Spec	\$5,864.22	\$6,172.86	\$1,666,667.22
3	Radio Equipment and Installation Section VI	27	Each	Maycom / Orion	HB915W	\$2,816.00	\$76,032.00	Havis	\$2,674.72	\$2,815.49	\$76,018.23
4	Computer Installation Section VII	14	Each	Havis	TRX6B	\$1,400.00	\$19,600.00	Macom Orion	\$1,329.62	\$1,399.60	\$19,594.40
5	Service and Parts Manuals	2	Each	See Note Page	TRX6R	\$0.00	\$0.00	Dodge	\$80.75	\$85.00	\$170.00
				Total		\$913,705.00					\$896,949.83
	EMERGENCY EQUIPMENT										
	RAYDIAN LIGHT BAR	27	Each	FEDERAL SIGNAL	RS242-00123	\$1,925.00	\$51,975.00	FEDERAL SIGNAL	\$1,828.75	\$1,925.00	\$51,975.00
	HOOK KIT	27	Each	FEDERAL SIGNAL	HK-CHGR	\$1.00	\$27.00	FEDERAL SIGNAL	\$0.95	\$1.00	\$27.00
	HIDE-A-BLAST WHITE 9-LED INSERT LIGHTING SET	27	Each	CODE 3	HB915W	\$112.00	\$3,024.00	CODE 3	\$106.40	\$112.00	\$3,024.00
	TORUS 6-UP BLUE WITH BLACK BEZEL	27	Each	CODE 3	TRX6B	\$62.00	\$1,674.00	CODE 3	\$58.90	\$62.00	\$1,674.00
	TORUS 6-UP RED WITH BLACK BEZEL	27	Each	CODE 3	TRX6R	\$62.00	\$1,674.00	CODE 3	\$58.90	\$62.00	\$1,674.00
	UNIVERSAL-OUTSIDE-REAR-VIEW MIRROR MOUNTS	34	Each	CODE 3	TRXOMMT	\$36.00	\$1,224.00	CODE 3	\$34.20	\$36.00	\$1,224.00
	SMART SIREN	27	Each	FEDERAL SIGNAL	SS2000SM-SD	\$600.00	\$16,200.00	FEDERAL SIGNAL	\$570.00	\$600.00	\$16,200.00
	MICROPHONE EXTENSION CABLE KIT	27	Each	FEDERAL SIGNAL	RMK	\$25.00	\$675.00	FEDERAL SIGNAL	\$23.75	\$25.00	\$675.00
	STANDARD PLUG-IN PA MICROPHONE	27	Each	FEDERAL SIGNAL	MNCT-SB	\$25.00	\$675.00	FEDERAL SIGNAL	\$23.75	\$25.00	\$675.00
	DYNAMAX 100 WATT HIGH OUTPUT	27	Each	FEDERAL SIGNAL	ESI100	\$153.00	\$4,131.00	FEDERAL SIGNAL	\$145.54	\$153.20	\$4,136.40
	MOUNTING BRACKET FOR ESI100	27	Each	FEDERAL SIGNAL	ESB-CRG07	\$18.00	\$486.00	FEDERAL SIGNAL	\$17.10	\$18.00	\$486.00
	CONSOLE										
	25" CONSOLE FOR 2011 CHARGER POLICE PACKAGE	27	Each	HAVIS SHIELD	C-VS-2500-CHGR-1	\$232.00	\$6,264.00	HAVIS SHIELD	\$220.40	\$232.00	\$6,264.00
	INTERNAL MOUNT CUP HOLDERS	27	Each	HAVIS SHIELD	C-CUP2-1	\$22.68	\$612.36	HAVIS SHIELD	\$21.55	\$22.68	\$612.36
	ARM REST	27	Each	HAVIS SHIELD	C-ARM-103	\$53.46	\$1,443.42	HAVIS SHIELD	\$50.79	\$53.46	\$1,443.42
	2 LIGHTER PLUG OUTLETS WITH 2 SWITCH CUTOUTS	27	Each	HAVIS SHIELD	C-LP2-PS2	\$23.76	\$641.52	HAVIS SHIELD	\$22.57	\$23.76	\$641.52
	20 AMP BLACK ROCKER SWITCH/NO BACK LIGHT	58	Each	HAVIS SHIELD	C-SW-4	\$13.25	\$768.50	HAVIS SHIELD	\$12.59	\$13.25	\$768.30
	EQUIPMENT BRACKET FOR MACOM RADIO	27	Each	HAVIS SHIELD	C-EB30-EOR-1P	Included	\$0.00	HAVIS SHIELD	\$0.00	Included	\$0.00
	EQUIPMENT BRACKET FOR FED SIG SMART SIREN	27	Each	HAVIS SHIELD	C-EB40-SSP-1P	Included	\$0.00	HAVIS SHIELD	\$0.00	Included	\$0.00
	6" FILLER PLATE	58	Each	HAVIS SHIELD	C-PP-6	Included	\$0.00	HAVIS SHIELD	\$0.00	Included	\$0.00
	FULL WIDTH TRUNK TRAY 2011 CHARGER	27	Each	HAVIS SHIELD	C-TTB-CHGR-3	\$172.26	\$4,651.02	HAVIS SHIELD	\$163.65	\$172.26	\$4,651.02



CITY OF LAS CRUCES PURCHASING DEPARTMENT  
 ABSTRACT OF BID: Police Cars 11-12-364  
 OPENING DATE: November 15, 2011 / 2 pm

ITEM	DESCRIPTION	QTY	UNIT	MFR BRAND	MODEL NO.	PREF	UNIT PRICE	PRICE EXT.	MFR BRAND	MODEL NO.	PREF	UNIT PRICE	PRICE EXT.
1	Marked Police Cars including delivery Section IV	27	Each	Dodge Charger		\$22,325.00	\$23,500.00	\$634,500.00	Dodge Charger		\$22,325.00	\$23,500.00	\$634,500.00
2	Aftersales Equipment and Installation Section V	27	Each	Per Bid Specs		\$7,252.41	\$2,637.27	\$206,206.29	As Specified* SEE NOTE #1		\$6,445.75	\$6,785.00	\$183,195.00
3	Radio Equipment and Installation Section VI	27	Each	Per Bid Specs		\$2,382.60	\$2,508.00	\$67,716.00	As Specified* SEE NOTE #2		\$2,364.55	\$2,489.00	\$67,203.00
4	Computer Installation Section VII	14	Each	Per Bid Specs		\$30.88	\$32.50	\$455.00	As Specified		\$1,367.05	\$1,439.00	\$20,146.00
5	Service and Parts Manuals	2	Each	Dodge & Mfg.		\$80.75	\$83.00	\$170.00	And mobile radio antenna		\$0.00	\$0.00	\$85.00
EMERGENCY EQUIPMENT													
	KAYDIAN LIGHT BAR	27	Each	FEDERAL SIGNAL	RS242-00123	\$1,790.75	\$1,885.00	\$50,895.00	FEDERAL SIGNAL	RS242-00123	\$1,961.75	\$2,065.00	\$55,755.00
	HOOK KIT	27	Each	FEDERAL SIGNAL	HK-CHGR	\$0.00	Included	\$0.00	FEDERAL SIGNAL	HK-CHGR	\$0.00	Included	\$0.00
	HIDE-A-BLAST WHITE 9-LED INSERT LIGHTING SET	27	Each	CODE 3	HB915W	\$109.92	\$115.70	\$3,123.90	CODE 3	HB915W	\$428.45	\$451.00	\$12,177.00
	TORUS 6-UP BLUE WITH BLACK BEZEL	27	Each	CODE 3	TRX6B	\$63.66	\$69.12	\$1,866.24	CODE 3	TRX6B	\$63.65	\$67.00	\$1,809.00
	TORUS 6-UP RED WITH BLACK BEZEL	27	Each	CODE 3	TRX6R	\$63.66	\$69.12	\$1,866.24	CODE 3	TRX6R	\$63.65	\$67.00	\$1,809.00
	UNIVERSAL OUTSIDE REAR VIEW MIRROR MOUNTS	54	Each	**TRXOMMNT**		\$48.65	\$1.21	\$1,382.67	TRXOMMNT		\$19.95	\$21.00	\$1,134.00
	SMART SIREN	27	Each	FEDERAL SIGNAL	SS2000SM-SD	\$698.25	\$735.00	\$19,845.00	FEDERAL SIGNAL	SS2000SM-SD	\$388.05	\$619.00	\$16,713.00
	MICROPHONE EXTENSION CABLE KIT	27	Each	FEDERAL SIGNAL	RMK	\$0.00	Included	\$0.00	FEDERAL SIGNAL	RMK	\$0.00	Included	\$0.00
	STANDARD PLUG-IN PA MICROPHONE	27	Each	FEDERAL SIGNAL	MNCT-SB	0.00	Included	\$0.00	FEDERAL SIGNAL	MNCT-SB	\$0.00	Included	\$0.00
	DYNAMAX 100 WATT HIGH OUTPUT	27	Each	FEDERAL SIGNAL	ES100	\$156.67	\$164.92	\$4,452.84	FEDERAL SIGNAL	ES100	\$161.50	\$170.00	\$4,590.00
	MOUNTING BRACKET FOR ES100	27	Each	FEDERAL SIGNAL	ESB-CRG07	\$12.21	\$12.85	\$346.95	FEDERAL SIGNAL	ESB-CRG07	\$10.45	\$11.00	\$297.00
CONSOLE													
	25" CONSOLE FOR 2011 CHARGER POLICE PACKAGE	27	Each	HAVIS SHIELD	C-VS-2300-CHGR-1	\$246.24	\$259.20	\$6,998.40	HAVIS SHIELD	C-VS-2300-CHGR-1	\$227.05	\$239.00	\$6,453.00
	INTERNAL MOUNT CUP HOLDERS	27	Each	HAVIS SHIELD	C-CUP2-1	\$28.01	\$29.48	\$795.96	HAVIS SHIELD	C-CUP2-1	\$24.70	\$26.00	\$702.00
	ARM REST	27	Each	HAVIS SHIELD	C-ARM-103	\$61.46	\$64.69	\$1,746.63	HAVIS SHIELD	C-ARM-103	\$39.85	\$63.00	\$1,701.00
	2 LIGHTER PLUG OUTLETS WITH 2 SWITCH CUTOUTS	27	Each	HAVIS SHIELD	C-LP2-PS2	\$28.22	\$29.70	\$801.90	HAVIS SHIELD	C-LP2-PS2	\$26.60	\$28.00	\$756.00
	20 AMP BLACK ROCKER SWITCH/NO BACK LIGHT	58	Each	HAVIS SHIELD	C-SW-4	\$13.47	\$14.18	\$822.44	HAVIS SHIELD	C-SW-4	\$12.35	\$13.00	\$754.00
	EQUIPMENT BRACKET FOR MACOM RADIO	27	Each	HAVIS SHIELD	C-EB30-BOR-IP	\$0.00	Included	\$0.00	HAVIS SHIELD	C-EB30-BOR-IP	\$0.00	Included	\$0.00
	EQUIPMENT BRACKET FOR FED SIG SMART SIREN	27	Each	HAVIS SHIELD	C-EB40-SSP-IP	\$0.00	Included	\$0.00	HAVIS SHIELD	C-EB40-SSP-IP	\$0.00	Included	\$0.00
	6" FILLER PLATE	58	Each	HAVIS SHIELD	C-PP-6	\$0.00	Included	\$0.00	HAVIS SHIELD	C-PP-6	\$0.00	Included	\$0.00
	FULL WIDTH TRUNK TRAY 2011 CHARGER	27	Each	HAVIS SHIELD	C-TTB-CHGR-3	\$199.63	\$210.16	\$5,674.32	HAVIS SHIELD	C-TTB-CHGR-3	\$192.85	\$203.00	\$5,481.00



CITY OF LAS CRUCES PURCHASING DEPARTMENT  
 ABSTRACT OF BID: Police Cars 11-12-364  
 OPENING DATE: November 15, 2011 / 2 pm

Melloy Dodge (Bid #4)  
 9621 Coors NW  
 Albuquerque, NM 87114  
 PH: 505.922.2559  
 FAX: 505.922.2580  
 E-mail: mroesch@melloydodge.com

ITEM	DESCRIPTION	QTY	UNIT	MFR BRAND	MODEL NO.	PREF PRICE	UNIT PRICE	PRICE EXT
1	Marked Police Cars including delivery Section IV	27	Each	Dodge Charger		\$22,325.00	\$23,500.00	\$634,500.00
2	Aftersales Equipment and Installation Section V	27	Each	Exactly per specs		\$7,023.21	\$7,392.85	\$199,606.95
3	Radio Equipment and Installation Section VI	27	Each	Exactly per specs		\$2,602.38	\$2,739.35	\$73,962.45
4	Computer Installation Section VII	14	Each	Exactly per specs		\$1,542.38	\$1,623.56	\$22,729.84
5	Service and Parts Manuals	2	Each			\$0.00		\$85.00
				Total:				\$930,884.24
	<b>EMERGENCY EQUIPMENT</b>							
	RAYDIAN LIGHT BAR	27	Each	FEDERAL SIGNAL	RS242-00123	\$2,085.25	\$2,195.00	\$59,265.00
	HOOK KIT	27	Each	FEDERAL SIGNAL	HK-CHGR	\$0.00	Included	\$0.00
	HIDE-A-BLAST WHITE 9-LED INSERT LIGHTING SET	27	Each	CODE 3	HB915W	\$441.75	\$465.00	\$12,555.00
	TORUS 6-UP BLUE WITH BLACK BEZEL	27	Each	CODE 3	TRXGB	\$68.40	\$72.00	\$1,944.00
	TORUS 6-UP RED WITH BLACK BEZEL	27	Each	CODE 3	TRXGR	\$68.40	\$72.00	\$1,944.00
	UNIVERSAL OUTSIDE REAR VIEW MIRROR MOUNTS	54	Each	CODE 3	TRXOMMNT	\$47.50	\$50.00	\$2,700.00
	SMART SIREN	27	Each	FEDERAL SIGNAL	SS2000SM-SD	\$617.50	\$650.00	\$17,550.00
	MICROPHONE EXTENSION CABLE KIT	27	Each	FEDERAL SIGNAL	RMK	\$0.00	Included	\$0.00
	STANDARD PLUG-IN PA MICROPHONE	27	Each	FEDERAL SIGNAL	MNCT-SB	\$0.00	Included	\$0.00
	DYNAMAX 100 WATT HIGH OUTPUT	27	Each	FEDERAL SIGNAL	ES100	\$166.73	\$175.50	\$4,738.50
	MOUNTING BRACKET FOR ES100	27	Each	FEDERAL SIGNAL	ESB-CRG07	0	\$13.65	\$368.55
	<b>CONSOLE</b>							
	25" CONSOLE FOR 2011 CHARGER POLICE PACKAGE	27	Each	HAVIS SHIELD	C-V5-2500-CHGR-1	\$267.19	\$281.25	\$7,593.75
	INTERNAL MOUNT CUP HOLDERS	27	Each	HAVIS SHIELD	C-CUP2-1	\$29.93	\$31.50	\$850.50
	ARM REST	27	Each	HAVIS SHIELD	C-ARM-103	\$70.34	\$74.25	\$2,004.75
	2 LIGHTER PLUG OUTLETS WITH 2 SWITCH CUTOUPS	27	Each	HAVIS SHIELD	C-LP2-PS2	\$31.35	\$33.00	\$891.00
	20 AMP BLACK ROCKER SWITCH/NO BACK LIGHT	58	Each	HAVIS SHIELD	C-SW-4	\$14.96	\$15.75	\$913.50
	EQUIPMENT BRACKET FOR MACOM RADIO	27	Each	HAVIS SHIELD	C-EB30-BOR-1P	\$0.00	Included	\$0.00
	EQUIPMENT BRACKET FOR FED SIG SMART SIREN	27	Each	HAVIS SHIELD	C-EB40-SSP-1P	\$0.00	Included	\$0.00
	6" FILLER PLATE	58	Each	HAVIS SHIELD	C-PP-6	\$0.00	Included	\$0.00
	FULL WIDTH TRUNK TRAY 2011 CHARGER	27	Each	HAVIS SHIELD	C-TTB-CHOR-3	\$227.29	\$239.25	\$6,459.75

## BID ITEMS (Revised)

ITEM	DESCRIPTION	EST QTY	BRAND/MFR NAME	UNIT PRICE	EXTENDED PRICE
1.	Marked Police Cars including delivery Section IV	27	Dodge Charger	23,500	634,500
2.	Aftermarket Equipment and Installation Section V	27	AS PER SPEC	6172.86	166,667.82
3.	Radio Equipment and Installation Section VI	27	HAVIS	2815.49	76,018.23
4.	Computer Installation Section VII	14	MACOM ORION	1399.60	19,594.40
5.	Service and Parts Manuals	2 sets of each	Dodge	85.00	85.00
TOTAL COST					896,864.85

PART	DESCRIPTION	EST QTY	BRAND/MFR NAME	UNIT PRICE	EXTENDED PRICE
<b>EMERGENCY EQUIPMENT</b>					
RS242-00123	RAYDIAN LIGHT BAR	27	FEDERAL SIGNAL	1925.00	51,975.00
HK-CHGR	HOOK KIT	27	FEDERAL SIGNAL	1.00	27.00
HB915W	HIDE-A-BLAST WHITE 9-LED INSERT LIGHTING SET	27	CODE 3	112.00	3,024.00
TRX6B	TORUS 6-UP BLUE WITH BLACK BEZEL	27	CODE 3	62.00	1,674.00
TRX6R	TORUS 6-UP RED WITH BLACK BEZEL	27	CODE 3	62.00	1,674.00
TRXOMMNT	UNIVERSAL OUTSIDE REAR VIEW MIRROR MOUNTS	54	CODE 3	36.00	1,944.00
SS2000SM-SD	SMART SIREN	27	FEDERAL SIGNAL	600.00	16,200.00
RMK	MICROPHONE EXTENSION CABLE KIT	27	FEDERAL SIGNAL	25.00	675.00
MNCT-SB	STANDARD PLUG-IN PA MICROPHONE	27	FEDERAL SIGNAL	25.00	675.00
ES100	DYNAMAX 100 WATT HIGH OUTPUT POWERED SPEAKER	27	FEDERAL SIGNAL	153.20	4,136.40
ESB-CRG07	MOUNTING BRACKET FOR ES100	27	FEDERAL SIGNAL	18.00	486.00

CONSOLE					
C-VS-2500-CHGR-1	25" CONSOLE FOR 2011 CHARGER POLICE PACKAGE	27	HAVIS SHIELD	232.00	6,216.00
C-CUP2-1	INTERNAL MOUNT CUP HOLDERS	27	HAVIS SHIELD	22.68	612.36
C-ARM-103	ARM REST	27	HAVIS SHIELD	53.46	1,443.42
C-LP2-PS2	2 LIGHTER PLUG OUTLETS WITH 2 SWITCH CUTOUTS	27	HAVIS SHIELD	23.74	641.52
C-SW-4	20 AMP BLACK ROCKER SWITCH/NO BACK LIGHT	58	HAVIS SHIELD	13.25	76.85
C-EB30-EOR-1P	EQUIPMENT BRACKET FOR MA-COM RADIO	27	HAVIS SHIELD	INC	
C-EB40-SSP-1P	EQUIPMENT BRACKET FOR FED SIG SMART SIREN	27	HAVIS SHIELD	INC	
C-FP-6	6" FILLER PLATE	58	HAVIS SHIELD	INC	
C-TTB-CHGR-3	FULL WIDTH TRUNK TRAY 2011 CHARGER	27	HAVIS SHIELD	172.26	4,651.02
COMPUTER MOUNT					
C-HDM-204	8.5 " SIDE MOUNT POLE ADJUSTABLE	14	HAVIS SHIELD	102.00	1,428.00
C-MD-102	SWING ARM WITH MOTION ADAPTER	14	HAVIS SHIELD	191.16	2,676.24
C-HDM-406	LIFT ASSIST GAS SHOCK	14	HAVIS SHIELD	29.23	409.22
DS-PAN-111-2	HAVIS DOCK FOR PANASONIC CF31 LAPTOP/DUAL PASS THROUGH HIGH GAIN	14	HAVIS SHIELD	623.56	8,729.84
LPS-104	120 WATT POWER SUPPLY FOR CF31 PANASONIC	14	HAVIS SHIELD	143.65	2,011.10
DS-DA-409	SCREEN STIFFENER FOR CF31 COMPUTER WITH HAVIS DOCK	14	HAVIS SHIELD	51.00	714.00
ORION MOBILE RADIO					
D28MTX	MOBILE, EDACS ORION, 806-870 MHZ, 35 WATTS	27	MA-COM	1613.92	43,575.84
D2CP5S	CONTROL UNIT, SYSTEM, REMOTE MOUNT	27	MA-COM	400.40	10,810.80

D2ZN1F	KIT, ACC, RMT W/EXTD OPTION CABLE	27	MA-COM	181.72	4,906.44
D2MC3Z	MICROPHONE, MOBILE	27	MA-COM	46.20	1,247.40
19D904714G3	CIRCUIT BOARD, ORION, AEGIS	27	MA-COM	205.00	5,535.00
YRL2VA	TAC FEATURE, AEGIS UNENCRYPTED	27	MA-COM	191.25	5,163.75
<b>LAPTOP ANTENNA SYSTEM</b>					
AP85/18/GPS/S11	(AP/85/18/GPS) AP- TRIMODE COMBO ANTENNA CELL & GPS, BLACK	14	ANTENNAPLUS	124.00	1,736.00
<b>MOBILE RADIO ANTENNA SYSTEM</b>					
TRAB8063	806-866 MHZ, 3 DBD GAIN, LOW PROFILE, MOBILE, 3/4" HOLE MOUNT	27	LAIRD TECHNOLOGIE S	42.00	1,134.00
MB8T	3/4", THRU-HOLE MOUNTS, 17', RG- 58A/U, MOBILE ANT MT, TNC, CRIMP	27	LAIRD TECHNOLOGIE S	30.00	810.00
<b>TOTAL COST</b>					<b>187,067.20</b>

The exterior left and right side rear view mirrors shall be mounted on the front doors.

Factory-installed Unity 226, six inch sealed-beam spotlight, or equal shall be mounted on the left side with an inside control; beam shall not be able to be moved when the door is opened or closed or affected in any way; mounting shall be above the fender and below the roof-line.

Each vehicle shall be keyed-alike; supplied with a minimum of three keys and two remotes.

The rear door interior handles shall be designed to be inoperable either by childproof locks or removal of the handle activation rod.

Body side molding shall be included, if part of the standard police package equipment; front door molding shall not be installed but shall be shipped in the trunk of each vehicle.

Vehicle shall be painted the manufacturer's dark blue Chrysler color code PBS with a color sample to be included in the bid package.

#### **V. AFTERMARKET EQUIPMENT SPECIFICATIONS AND INSTALLATION:**

The 27 marked units shall be equipped with the following equipment or approved equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 10-000-00-00014, specifications, other governmental entities' specifications, or lower price.

The light bar shall be Federal Signal Raydian RS242-00123 with Federal Signal HK-CHGR hook kit or equal.

Four corner LEDs shall be Code 3 HB915W Hide-A-Blast, white 9-LED, insert lighting or equal.

The outside mirror lights shall be Code 3 TRX6B Torus 6-up blue with black bezel and Code 3 TRX6R Torus 6-up red with black bezel; both mounted in Code 3 TRXOMMNT universal outside rear view mirror mounts.

Controller shall be Federal Signal SS2000SM-SD Smart Siren and shall include full feature siren, PA, light, signal master controls, fully programmable; with Federal Signal RMK microphone extension cable kit for Smart Siren and Federal Signal MNCT-SB standard plug-in PA microphone for the siren system.

The speaker shall be Federal Signal ES100, 100-watts, high-output, in compact black aluminum housing with Federal Signal ESB-CRG07 bracket.

Center-mounted console shall be Havis Shields C-VS-2500-CHGR-1 25" for vehicle specific police package; including Havis Shields accessories:

C-CUP2-I internal mount cup holders,

C-ARM-103 arm rest,

C-LP2-PS2 two lighter plug outlets with two switch cut-outs,

Two each C-SW-4 20-amperes black rocker switch with no backlight,

C-EB30-EOR-1P equipment bracket for MA-COM radio,

C-EB40-SSP-1P equipment bracket for Federal Signal Smart Siren,

Two each C-FP-6 6" filler plate,

**Fourteen each:**

- C-HDM-204 8.5" side mount pole adjustable,
- C-MD-102 swing arm with motion adapter,
- C-HDM-406 lift assist gas shock,
- DS-PAN-111-2 Havis dock for Panasonic CF31 laptop/dual pass through high gain,
- LPS-104 120 watt power supply for CF31 Panasonic,
- DS-DA-409 screen stiffener for CF31 computer with Havis dock,
- AP85/18/GPS/S11 (AP/85/18/GPS) AntennaPlus AP-Trimode Combo Antenna Cell & GPS, Black

C-TTB-CHGR-3 full-width trunk tray for vehicle specific police package.

The partition shall be Setina 6-S all Lexan top, scratch-resistant polycarbonate window with Setina 302 full-lower extension panel to be vehicle specific and match associated Lexan top.

Window bars and panels shall be Patriot 475-0578 vertical window barriers and ABS panel package to be vehicle specific.

The vinyl rear seat shall be replaced with Laguna DC9502FBG with grey Laguna seat belts and be vehicle specific.

Electrical harness shall be Patrol Power Soncell Standard 22' harness and be vehicle specific.

All installation costs are to be included.

All freight, shipping and handling costs are to be included.

**VI. RADIO EQUIPMENT SPECIFICATIONS AND INSTALLATION:**

The 27 marked units shall be equipped with the following equipment or approved equal. Pricing shall be in compliance with Sole Source pricing offered to the City of Las Cruces with Dailey-Wells Communications, Inc. Contact is Richard Kirian @ 505-453-2029 or [rkirian@dwcomm.com](mailto:rkirian@dwcomm.com)

Radio shall be mobile EDACS Orion D28MTX Edacs, 806-870 MHz, 35-watts (Purchased from Dailey-Wells) including accessories:

D2CP5S system control unit, remote mount (Purchased from Dailey-Wells),

D2ZN1F accessory kit, remote with extended option cable (Purchased from Dailey-Wells),

D2MC3Z mobile microphone (Purchased from Dailey-Wells),

19D904714G3 Orion Aegis circuit board (Purchased from Dailey-Wells), and

YRL2VA Aegis unencrypted TAC feature (Purchased from Dailey-Wells)

TRAB8063 LAIRD TECHNOLOGIES, 806-866 MHz, 3 DBD Gain, Low profile, Mobile, 3/4" Hole Mount,  
and

MB8T LAIRD TECHNOLOGIES, 3/4", Thru-hole Mounts, 17', RG-58A/U, Mobile Ant Mt, TNC, Crimp.

#### **VII. COMPUTER INSTALLATION:**

Installation provisions shall be made for the 14 city-supplied Panasonic 31Q1AAX1M, Win 7, Intel Core i3-2310M, 2.10 GHz, no vPro, 13.1" XGA touch, 3200GB, 2GB, Atheros WiFi b/g/n/, no TPM, Bluetooth, light-weight battery, single-pass (selectable), emissive backlit keyboard, no drive, tough book.

#### **VIII. PRE-DELIVERY INSPECTION AND DELIVERY:**

Prior to the installation of any aftermarket equipment, representatives from the City of Las Cruces shall visit the site where the equipment is to be installed to inspect and view the proposed placement of the equipment.

The first unit completed shall be brought to the Fleet Services Facility, 1501 East Hadley Avenue, Las Cruces, for inspection by the Police Department and Fleet Services.

At least 1-day prior to deliveries, notification shall be made to the Fleet Services Warranty Clerk. Lack of notification may delay acceptance.

The completed unit shall be delivered between the hours of 10:00 AM and 3:00 PM, Monday through Friday, excluding City holidays; to Fleet Services Facility, 1501 East Hadley Avenue, Las Cruces.

#### **IX. REQUIRED AT TIME OF BID SUBMITTAL:**

Bidder shall submit the following with bid package:

- Printed literature with detailed specifications;
- Manufacturer's dark blue color sample.

#### **X. REQUIRED AT TIME OF DELIVERY:**

The contractor shall submit the following documents upon unit delivery:

- A. Operator's manuals for each vehicle and added components;
- B. Two copies of all service manuals (hard copy or CD);
- C. Two copies of all parts manuals (hard copy or CD);
- D. Vehicle manufacturer's window informational sheet;
- E. Warranties for vehicles and accessories;
- F. Delivery acceptance;
- G. Title work; and
- H. Invoice.

**XI. COMPLIANCE STATEMENT AND COST:**

The primary bidder and any subcontractor (aftermarket item provider and installer) shall acknowledge below that vehicles shall be delivered in compliance with the specifications and any failure to indicate exceptions will result in the rejection of the vehicle and the successful contractor shall be liable for any damages or additional costs incurred in the replacement or modifications for full compliance to the specifications.

PRIMARY BIDDER Merloy Dodge

SUBCONTRACTOR - NAME OF COMPANY PSS-1st in

REPRESENTATIVE Rick Gallegos

**XII. PARTS SUPPLY:**

Replacement parts and spare parts shall be readily available from the body and added components manufacturers for a period of 10 years.

**XIII. COMPLIANCE TO SPECIFICATION:**

Any detailed specifications are required minimum and are for the purpose of describing the performance needed and are not intended to limit or restrict competition.

The phrase "or equal" means the item shall meet or exceed the minimum specification and shall include information such as make, model and/or part number.

The City determines if an item is an "equal".

**XIV. "OR EQUAL" CLARIFICATIONS**

If the make and/or model mentioned in the specification is not to be supplied, please list the "or equal" to be used.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XV. WARRANTY LENGTHS**

- 1. Vehicle 36 Months/ 36,000 Miles
- 2. Aftermarket equipment \_\_\_\_\_ Months
- 3. Radio \_\_\_\_\_ Months

+ 5-100,000 Power train.  
As Mtg

NEW MEXICO IN-STATE PREFERENCE CERTIFICATION FORM

Business Name: Mellor Dodge

Business Location:

Street: 7621 Coors N.W

City: Albuquerque NM

Zip Code: 87114

Current State of New Mexico Preference Certification Number:

In-State Business Certification number: 12232

In-State Manufacture Certification number: \_\_\_\_\_

In-State Contractor Certification number: \_\_\_\_\_

**CERTIFICATION:** I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By:  Title: Fleet Mgr. Date: 11-15-11

THIS FORM IS REQUIRED WITH BID TO OBTAIN IN-STATE PREFERENCE

End of Addendum Two.



**ADDENDUM TWO**  
**DATE: November 8, 2011**

**BID NUMBER:** 11-12-364  
**BID TITLE:** Police Cars  
**DUE DATE/TIME:** November 15, 2011 / 2 p.m.

The following clarifications/modifications/requirements are made part of the above referenced bid and shall be adhered to in responding to this solicitation.

**The original bid is replaced with the revised bid below.**

(The following questions are also covered in the revised bid document.)

- Q1: The Federal Signal Raydian RS242-00123 light bar is being discontinued by 11/30/11. Do you still want to use it?  
 A1: Yes.
- Q2: The AEGIS encryption module radio is not available currently but will be coming out soon and will need to be purchased later.  
 A2: Refer to revised bid and item chart.
- Q3: Reference the listed bid I'm not seeing any antennas for the radios. Is Las Cruces supplying those or do they need to be quoted? If a quote is required what are the specs?  
 A3: Refer to revised bid and item chart.

*Received*  
 Melloy Dodge  
 9621 Coors NW  
 Albuquerque NM 87114  
*MJD*

## INVITATION TO BID (Revised)

TITLE	BID #	DUE DATE/TIME
Police Cars	11-12-364	November 15, 2011 / 2 pm

Bid Submitted by: Monty Roach @ Mellay Dodge  
(Company)

## BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website:  
<http://www/Departments/Financial%20Services/Services/Purchasing.aspx>

a) Preference will be given whenever federal funds are not involved in accordance with Section 24-100, LCMC of the City Procurement Code.

**DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT**

b) AND UNACCEPTABLE FOR AWARD.

c) Bidder agrees to comply with all City, State and Federal rules and regulations.

d) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:

a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.

b) be complete with required information.

c) be signed by an authorized representative.

d) be submitted separately and labeled as such when submitting more than one bid.

e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.

f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.

g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)

h) be mailed, hand delivered, or faxed to:

MAIL:

City of Las Cruces  
Purchasing Section  
P.O. Box 20000  
Las Cruces, NM 88004

HAND DELIVER:

City of Las Cruces  
Purchasing Section  
700 North Main, Room 3134  
Las Cruces, NM 88001

FAX:

City of Las Cruces  
Purchasing Section  
575-541-2515

When submitting a bid via fax:

• FAX should have a cover sheet containing the bid or quote number and title, due date and time, and bidder's name, phone, and fax numbers. No pricing is to be shown on this page.

• If the FAX is not completely received before the due time, it shall not be considered. Time received shall be the time registered by the FAX machine located in the Bid Clerk Office of the Purchasing Section. Note: The City is not responsible for ensuring that a complete faxed bid is received.

i) be received by the City Purchasing Section by the specified due date and time, and stamped by the Purchasing Section's official time clock. Late bids shall not be accepted.

3) Pricing shall:

a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed

b) exclude any applicable taxes.

- c) be effective for 45 days.
- 4) Questions:
  - a) MUST be submitted in writing and either emailed, faxed, hand delivered or mailed to the attention of the Bid Clerk referencing the bid number and title.
  - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
  - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
  - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via fax/email/mail.
  - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
  - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
  - a) determine responsible bidders and responsive bids.
  - b) accept and award compliant bids based on the lowest:
    - i) Individual Unit Price, or
    - ii) Grouped Unit Price, or
    - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
  - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
  - d) negotiate an extension of effective price dates.
  - e) change the quantity of bid items within their effective price date.
  - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
  - a) Bidders may obtain bid results by contacting the Bid Clerk at [bidclerk@las-cruces.org](mailto:bidclerk@las-cruces.org)
  - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension

Receipt of Addenda Nos. 1 & 2 FALL is hereby acknowledged. (Where none received, place '0' in this space.)

Bidder guarantees delivery of items within 181 days.

Pricing for this bid is effective through 3-12-12 (price agreements are effective for one year from date of award)

Payment terms: Net 30 Days NM CRS #: \_\_\_\_\_

Las Cruces Business License # \_\_\_\_\_ Fed I.D. 85-0286111

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

COMPANY NAME & ADDRESS:  
Melloy Dodge  
9621 Coors N.W  
Albuq N.M  
 \_\_\_\_\_  
 Phone 505-922-2559

Typed or Printed Name of Authorized Representative & Title:  
Monty Road  
 \_\_\_\_\_  
 Signature 11-15-11  
 Date

336

505-922-2580

Fax

*mroacl@Mellor Dodge.com* Bid #11-12-364

Email

**PURCHASE ORDER TERMS AND CONDITIONS**

1. **CONTRACT.** The contract resulting from the acceptance of this purchase order is to be construed according to the laws of the State of New Mexico. This contract is non-assignable by Seller.
2. **DELIVERY SCHEDULE.** Deliveries are to be made both in quantities of finished goods, service or construction and at times specified by the City. The City will have no liability for payment of material, service or construction delivered to the City which exceeds purchase order requirements. The City may from time to time change delivery schedules or issue temporary suspension of scheduled material, service or construction.
3. **EXCUSABLE DELAYS.** Except with respect to defaults of subcontractors, Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to the City. Any delay due to default of subcontractor will be excusable if beyond the control and without the fault or negligence of both the Seller and subcontractor and if Seller established that it could not obtain supplies or services from another source in time to meet scheduled deliveries.
4. **CANCELLATION.** The City reserves the right to cancel all or any part of the work covered by this purchase order if Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from the City specifying such failure, or if Seller breaches any of the terms hereof.

Additionally, performance of work under this purchase order may be terminated by the City at its option, in whole or in part by delivery, or by mailing a written notice of termination whenever the City determines such termination is in its best interest. Upon termination under this paragraph, the City shall pay to Seller the following amounts without duplication:

- The purchase order price for all completed deliveries of material, service or construction not previously paid for.
  - The actual costs incurred by Seller in accordance to this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order. Payments shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.
5. **INSPECTION.** All material shall be received subject to the City's inspection and rejection. Defective material or material not in accordance to the City's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Any payment for material, service or construction on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
  6. **SHIPPING AND BILLING.** Deliveries shall be shipped F.O.B.—Las Cruces, New Mexico; Prepaid & Allowed. All deliveries shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and without additional charges unless otherwise specified.

Seller shall properly mark each package with the City's order number including single shipments comprised of multiple packages. Purchase order number and package number shall be shown on packing slips, bills of lading and invoices. Packages delivered without purchase order identification number shall be rejected and returned to Seller at Seller's expense. Packing slips must accompany each shipment.

7. **WARRANTY.** Seller is responsible for including product warranty documentation with shipment.
8. **REMEDIES.** All remedies are herein reserved by the City and shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.

BID ITEMS (Revised)

1.	Marked Police Cars including delivery Section IV	27	<i>Dodge charger</i>	23,500	638,658
2.	Aftermarket Equipment and Installation Section V <i>SEE NOTE #1</i>	27	EQUIPMENT AS SPECIFIED INCLUDING LABOR FOR INSTALL	6785	183,195
3.	Radio Equipment and Installation Section VI <i>SEE NOTE #2</i>	27	EQUIPMENT AS SPECIFIED INCLUDING LABOR FOR INSTALL	2489.00	67,203
4.	Computer Installation Section VII	14	EQUIPMENT AS SPECIFIED INCLUDING LABOR FOR INSTALL	1,439.00	20,146
5.	Service and Parts Manuals	2 sets of each	& mobile Radio Antenna		85.00
TOTAL COST					909,202

*WV*

EMERGENCY EQUIPMENT					
RS242-00123	RAYDIAN LIGHT BAR	27	FEDERAL SIGNAL	2065.00	55,755
HK-CHGR	HOOK KIT	27	FEDERAL SIGNAL	INCL.	INCL.
HB915W	HIDE-A-BLAST WHITE 9-LED INSERT LIGHTING SET <i>4 PER vehicle</i>	27	CODE 3	451.00	12,177
TRX6B	TORUS 6-UP BLUE WITH BLACK BEZEL	27	CODE 3	67.00	1,809
TRX6R	TORUS 6-UP RED WITH BLACK BEZEL	27	CODE 3	67.00	1,809
TRXOMMNT	UNIVERSAL OUTSIDE REAR VIEW MIRROR MOUNTS	54	CODE 3	21.00	567
SS2000SM-SD	SMART SIREN	27	FEDERAL SIGNAL	619.00	16,713
RMK	MICROPHONE EXTENSION CABLE KIT	27	FEDERAL SIGNAL	INCL.	INCL.
MNCT-SB	STANDARD PLUG-IN PA MICROPHONE	27	FEDERAL SIGNAL	INCL.	INCL.
ES100	DYNAMAX 100 WATT HIGH OUTPUT POWERED SPEAKER	27	FEDERAL SIGNAL	170.00	4,590
ESB-CRG07	MOUNTING BRACKET FOR ES100	27	FEDERAL SIGNAL	11.00	297

NOTE #1 THIS PRICE INCLUDES 27 SETS OF PARTITIONS, WINDOW BANNERS, DOOR PANELS, VINYL REAR SEATS AND PATROL POWER HARNESS, AS SPECIFIED ON PAGE 13 OF 17 BUT NOT DETAILED ON THE ITEMIZED LIST. I ALSO INCLUDE INSTALLATION LABOR OF ALL EQUIPMENT EXCEPT COMPUTERS AND RADIOS WHICH ARE QUOTED SEPARATELY.

NOTE #2 THIS PRICE INCLUDES ALL RADIO EQUIPMENT AND THE MOBILE RADIO ANTENNA. THE RADIO EQUIPMENT IS THE SAME PRICE AS DAIRY-WELLS WOULD SELL TO THE CITY OF LAS VEGAS INCLUDING THEIR FREIGHT CHARGES. MHNQM HAS NOT ADDED ANY MARKUP. WE ARE PROVIDING A PASS-THRU COST TO ALLOW THE CITY OF LAS VEGAS TO ISSUE ONE PO WITHOUT INCURRING ANY ADDITIONAL COST OVER WHAT DAIRY-WELLS WOULD SELL UNDER THEIR CONTRACT.

CONSOLE					
C-VS-2500-CHGR-1	25" CONSOLE FOR 2011 CHARGER POLICE PACKAGE	27	HAVIS SHIELD	239.00	6,453
C-CUP2-1	INTERNAL MOUNT CUP HOLDERS	27	HAVIS SHIELD	26.00	702
C-ARM-103	ARM REST	27	HAVIS SHIELD	63.00	1,701
C-LP2-PS2	2 LIGHTER PLUG OUTLETS WITH 2 SWITCH CUTOUTS	27	HAVIS SHIELD	28.00	756
C-SW-4	20 AMP BLACK ROCKER SWITCH/NO BACK LIGHT	58	HAVIS SHIELD	13.00	754
C-EB30-EOR-1P	EQUIPMENT BRACKET FOR MA-COM RADIO	27	HAVIS SHIELD	INCL.	INCL.
C-EB40-SSP-1P	EQUIPMENT BRACKET FOR FED SIG SMART SIREN	27	HAVIS SHIELD	INCL.	INCL.
C-FP-6	6" FILLER PLATE	58	HAVIS SHIELD	INCL.	INCL.
C-TTB-CHGR-3	FULL WIDTH TRUNK TRAY 2011 CHARGER	27	HAVIS SHIELD	203.00	5,481
COMPUTER MOUNT					
C-HDM-204	8.5" SIDE MOUNT POLE ADJUSTABLE	14	HAVIS SHIELD	107.00	1,498
C-MD-102	SWING ARM WITH MOTION ADAPTER	14	HAVIS SHIELD	206.00	2,880
C-HDM-406	LIFT ASSIST GAS SHOCK	14	HAVIS SHIELD	24.00	336
DS-PAN-111-2	HAVIS DOCK FOR PANASONIC CF31 LAPTOP/DUAL PASS THROUGH HIGH GAIN	14	HAVIS SHIELD	693.00	9,702
LPS-104	120 WATT POWER SUPPLY FOR CF31 PANASONIC	14	HAVIS SHIELD	189.00	2,646
DS-DA-409	SCREEN STIFFENER FOR CF31 COMPUTER WITH HAVIS DOCK	14	HAVIS SHIELD	47.00	658
				14 LABOR computer install 68.00	952
ORION MOBILE RADIO				total computer equipment section VI 1328.00	18,592
D28MTX	MOBILE, EDACS ORION, 806-870 MHZ, 35 WATTS	27	MA-COM	1445.00	39,015
D2CP5S	CONTROL UNIT, SYSTEM, REMOTE MOUNT	27	MA-COM	361.00	9,747

D2ZN1F	KIT, ACC, RMT W/EXTD OPTION CABLE	27	MA-COM	166.00	4,482
D2MC3Z	MICROPHONE, MOBILE	27	MA-COM	41.00	1,107
19D904714G3	CIRCUIT BOARD, ORION, AEGIS	27	MA-COM	158.00	4,264
YRL2VA	TAC FEATURE, AEGIS UNENCRYPTED	27	MA-COM	195.00	5,265
<b>LAPTOP ANTENNA SYSTEM</b>					
AP85/18/GPS/S11	(AP/85/18/GPS) AP-TRIMODE COMBO ANTENNA CELL & GPS, BLACK	14	ANTENNAPLUS	111.00	1,554
<i>included on page 7 with computer installation</i>					
<b>MOBILE RADIO ANTENNA SYSTEM</b>					
TRAB8063	806-866 MHZ, 3 DBD GAIN, LOW PROFILE, MOBILE, 3/4" HOLE MOUNT	27	LAIRD TECHNOLOGIES	28.00	756.00
MB8T	3/4", THRU-HOLE MOUNTS, 17', RG-58A/U, MOBILE ANT MT, TNC, CRIMP	27	LAIRD TECHNOLOGIES	27.00	729.00
				27 LABOR RADIO install	68.00
				<b>TOTAL COST Radio Equipment</b>	<b>1,836.00</b>
				<b>and installation</b>	<b>2489.00</b>
					<b>67,203</b>

## CITY OF LAS CRUCES Police Cars

### I. INTRODUCTION:

The City of Las Cruces (City) is soliciting bids to purchase 27 marked police cars. The units shall be police package-equipped 2012 Dodge Chargers or equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 13-000-00-00047, specifications or lower price. The bid shall include pricing for the base police car, options, aftermarket items, radios and installation. The units shall be equipped with the equipment or approved equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 10-000-00-00014, specifications, other governmental entities' specifications, or lower price.

### II. LITERATURE:

The most current printed literature and/or detailed specifications for the entire unit as described herein shall be submitted with bid.

### III. GENERAL INFORMATION:

Upon delivery, vehicles shall be complete and ready for immediate operation.

All parts not specifically mentioned, which are necessary for safety and operation of the completed vehicles, shall be included in the bid price.

The units shall be furnished with all equipment to comply with all applicable rules and regulations of the State of New Mexico Department of Motor Vehicles.

The unit shall be in compliance with current safety standards and pollution controls as required by the Federal Motor Vehicle Safety Standards (FMVSS); Occupational Safety and Health Administration (OSHA); American National Standards Institute (ANSI); American Society for Testing and Materials (ASTM International); and Environmental Protection Agency (EPA).

Delivery to the City of Las Cruces shall be included in the bid price.

### IV. MINIMUM SPECIFICATIONS FOR MARKED POLICE CAR:

The units shall be police package-equipped 2012 Dodge Chargers or equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 13-000-00-00047, specifications or lower price.

The wheel base shall be 120 inches minimum with a 5.5 inches minimum road clearance.

Alternator shall be the high-output type with a minimum of 160-amperes.

The battery shall be heavy duty, 12-volts, with a minimum of 800 cold-cranking amperes.

Ignition system shall be designed and installed to provide maximum radio shielding and prevent interference with radio reception and transmission from mobile radio equipment.

Brakes shall be 4-wheel disc anti-lock (ABS) with all-speed traction control; police-service, heavy-duty with warning light in the dash to indicate when the parking brake is engaged.

The engine shall be gasoline, V-8 design, with minimum displacement of 230-cubic inches (3.8L) and shall provide maximum engine performance at 7,000-feet above sea level.

Engine cooling system shall be designed to withstand high-speed operation for extended periods of time and give adequate cooling when the vehicle is "at rest" after high-speed operation and during long periods of idling time.

The hose clamps on the engine and the vehicle heating system shall be positive-closure type.

Air conditioning shall be factory-installed with the unit capable of cooling the passenger compartment while not taxing the engine cooling system; and shall be integrated with the heater/defroster unit.

Transmission shall be the manufacturer's police-service, heavy-duty automatic with maximum available transmission cooler.

The bearings and axles shall be of police-service design.

Shock absorbers shall be heavy-duty double-action type, front and rear; valves to give the vehicle maximum road ability when operating over rough roads and high speed cornering.

Wheels shall be a minimum 18" in diameter with the rim and spider to be of heavier gauge metal than used in standard production; hub cover shall be designed to remain tightly attached to the wheel during high-speed police pursuit service.

Tires, including full-size spare, shall be black-wall, speed-rated for police-service.

The rear window shall be equipped with a factory-installed defogger.

The seats shall be: front – bucket type, police-service, heavy-duty, cloth, with manual lumbar support, designed to withstand daily police use, constructed with heavy-duty springs and backrest supports; rear – seat shall be vinyl with vinyl flooring.

A power driver's seat shall be installed.

Side air bags shall be installed.

The instrumentation shall include manufactured-certified, specially-calibrated speedometer, accurate within two miles per hour throughout speed range; with an easy to read face.

All gauges shall be factory-installed; as a minimum shall include water temperature, oil pressure, ammeter, and fuel gauge, all dash-mounted with lighting control "in-dash".

Power for the following: mirrors, windows and door locks shall be installed with rear door locks inoperable.

Vehicle shall be equipped with factory installed speed (cruise) control and tilt steering.

Dash lighting shall come equipped with an easily accessible manual shut-off switch.

An AM/FM radio with CD player, changer controls, speakers and clock shall be installed.

Windshield wipers shall be the intermittent type.

Front dome light with separate switch shall be installed between the sun visors with map light installed so it is possible to turn both lights "on/off" with the doors closed; intensity shall be adequate to provide light to read at night.

Factory installed dome light wiring to front door switches shall be rendered inactive.

Lights shall be installed in the glove box and trunk.

The interior rear view mirror shall be adjustable for day/night driving and shall be free of distortion.

The exterior left and right side rear view mirrors shall be mounted on the front doors.

Factory-installed Unity 226, six inch sealed-beam spotlight, or equal shall be mounted on the left side with an inside control; beam shall not be able to be moved when the door is opened or closed or affected in any way; mounting shall be above the fender and below the roof-line.

Each vehicle shall be keyed-alike; supplied with a minimum of three keys and two remotes.

The rear door interior handles shall be designed to be inoperable either by childproof locks or removal of the handle activation rod.

Body side molding shall be included, if part of the standard police package equipment; front door molding shall not be installed but shall be shipped in the trunk of each vehicle.

Vehicle shall be painted the manufacturer's dark blue Chrysler color code PBS with a color sample to be included in the bid package.

#### V. AFTERMARKET EQUIPMENT SPECIFICATIONS AND INSTALLATION:

The 27 marked units shall be equipped with the following equipment or approved equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 10-000-00-00014, specifications, other governmental entities' specifications, or lower price.

The light bar shall be Federal Signal Raydian RS242-00123 with Federal Signal HK-CHGR hook kit or equal.

Four corner LEDs shall be Code 3 HB915W Hide-A-Blast, white 9-LED, insert lighting or equal.

The outside mirror lights shall be Code 3 TRX6B Torus 6-up blue with black bezel and Code 3 TRX6R Torus 6-up red with black bezel; both mounted in Code 3 TRXOMMNT universal outside rear view mirror mounts.

Controller shall be Federal Signal SS2000SM-SD Smart Siren and shall include full feature siren, PA, light, signal master controls, fully programmable; with Federal Signal RMK microphone extension cable kit for Smart Siren and Federal Signal MNCT-SB standard plug-in PA microphone for the siren system.

The speaker shall be Federal Signal ES100, 100-watts, high-output, in compact black aluminum housing with Federal Signal ESB-CRG07 bracket.

Center-mounted console shall be Havis Shields C-VS-2500-CHGR-1 25" for vehicle specific police package; including Havis Shields accessories:

C-CUP2-1 internal mount cup holders,

C-ARM-103 arm rest,

C-LP2-PS2 two lighter plug outlets with two switch cut-outs,

Two each C-SW-4 20-amperes black rocker switch with no backlight,

C-EB30-EOR-1P equipment bracket for MA-COM radio,

C-EB40-SSP-1P equipment bracket for Federal Signal Smart Siren,

Two each C-FP-6 6" filler plate.

**Fourteen each:**

- C-HDM-204 8.5" side mount pole adjustable,
- C-MD-102 swing arm with motion adapter,
- C-HDM-406 lift assist gas shock,
- DS-PAN-111-2 Havis dock for Panasonic CF31 laptop/dual pass through high gain,
- LPS-104 120 watt power supply for CF31 Panasonic,
- DS-DA-409 screen stiffener for CF31 computer with Havis dock,
- AP85/18/GPS/S11 (AP/85/18/GPS) AntennaPlus AP-Trimode Combo Antenna Cell & GPS, Black

C-TTB-CHGR-3 full-width trunk tray for vehicle specific police package.

The partition shall be Setina 6-S all Lexan top, scratch-resistant polycarbonate window with Setina 302 full-lower extension panel to be vehicle specific and match associated Lexan top.

Window bars and panels shall be Patriot 475-0578 vertical window barriers and ABS panel package to be vehicle specific.

The vinyl rear seat shall be replaced with Laguna DC9502FBG with grey Laguna seat belts and be vehicle specific.

Electrical harness shall be Patrol Power Soncell Standard 22' harness and be vehicle specific.

All installation costs are to be included.

All freight, shipping and handling costs are to be included.

**VI. RADIO EQUIPMENT SPECIFICATIONS AND INSTALLATION:**

The 27 marked units shall be equipped with the following equipment or approved equal. Pricing shall be in compliance with Sole Source pricing offered to the City of Las Cruces with Dailey-Wells Communications, Inc. Contact is Richard Kirian @ 505-453-2029 or [rkirian@dwcomm.com](mailto:rkirian@dwcomm.com)

✓ Radio shall be mobile EDACS Orion D28MTX Edacs, 806-870 MHz, 35-watts (Purchased from Dailey-Wells) including accessories:

✓ D2CP5S system control unit, remote mount (Purchased from Dailey-Wells),

✓ D2ZN1F accessory kit, remote with extended option cable (Purchased from Dailey-Wells),

✓ D2MC3Z mobile microphone (Purchased from Dailey-Wells),

✓ 19D904714G3 Orion Aegis circuit board (Purchased from Dailey-Wells), and

✓ YRL2VA Aegis unencrypted TAC feature (Purchased from Dailey-Wells)

✓ TRAB8063 LAIRD TECHNOLOGIES, 806-866 MHz, 3 DBD Gain, Low profile, Mobile, 3/4" Hole Mount,  
and

✓ MB8T LAIRD TECHNOLOGIES, 3/4", Thru-hole Mounts, 17', RG-58A/U, Mobile Ant Mt, TNC, Crimp.

#### VII. COMPUTER INSTALLATION:

Installation provisions shall be made for the 14 city-supplied Panasonic 31Q1AAX1M, Win 7, Intel Core i3-2310M, 2.10 GHz, no vPro, 13.1" XGA touch, 3200GB, 2GB, Atheros WiFi b/g/n/, no TPM, Bluetooth, light-weight battery, single-pass (selectable), emissive backlit keyboard, no drive, tough book.

#### VIII. PRE-DELIVERY INSPECTION AND DELIVERY:

Prior to the installation of any aftermarket equipment, representatives from the City of Las Cruces shall visit the site where the equipment is to be installed to inspect and view the proposed placement of the equipment.

The first unit completed shall be brought to the Fleet Services Facility, 1501 East Hadley Avenue, Las Cruces, for inspection by the Police Department and Fleet Services.

At least 1-day prior to deliveries, notification shall be made to the Fleet Services Warranty Clerk. Lack of notification may delay acceptance.

The completed unit shall be delivered between the hours of 10:00 AM and 3:00 PM, Monday through Friday, excluding City holidays; to Fleet Services Facility, 1501 East Hadley Avenue, Las Cruces.

#### IX. REQUIRED AT TIME OF BID SUBMITTAL:

Bidder shall submit the following with bid package:

- Printed literature with detailed specifications;
- Manufacturer's dark blue color sample.

#### X. REQUIRED AT TIME OF DELIVERY:

The contractor shall submit the following documents upon unit delivery:

- A. Operator's manuals for each vehicle and added components;
- B. Two copies of all service manuals (hard copy or CD);
- C. Two copies of all parts manuals (hard copy or CD);
- D. Vehicle manufacturer's window informational sheet;
- E. Warranties for vehicles and accessories;
- F. Delivery acceptance;
- G. Title work; and
- H. Invoice.

**XI. COMPLIANCE STATEMENT AND COST:**

The primary bidder and any subcontractor (aftermarket item provider and installer) shall acknowledge below that vehicles shall be delivered in compliance with the specifications and any failure to indicate exceptions will result in the rejection of the vehicle and the successful contractor shall be liable for any damages or additional costs incurred in the replacement or modifications for full compliance to the specifications.

PRIMARY BIDDER           MELROY DODGE          

SUBCONTRACTOR - NAME OF COMPANY           MHA NM          

REPRESENTATIVE           LEW Sybentz          

**XII. PARTS SUPPLY:**

Replacement parts and spare parts shall be readily available from the body and added components manufacturers for a period of 10 years.

**XIII. COMPLIANCE TO SPECIFICATION:**

Any detailed specifications are required minimum and are for the purpose of describing the performance needed and are not intended to limit or restrict competition.

The phrase "or equal" means the item shall meet or exceed the minimum specification and shall include information such as make, model and/or part number.

The City determines if an item is an "equal".

**XIV. "OR EQUAL" CLARIFICATIONS**

If the make and/or model mentioned in the specification is not to be supplied, please list the "or equal" to be used.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XV. WARRANTY LENGTHS**

- 1. Vehicle           36           Months/           36,000           Miles
- 2. Aftermarket equipment \_\_\_\_\_ Months
- 3. Radio \_\_\_\_\_ Months

*Plus. 5 year - 100,000 Powertrain  
} PER MANUFACTURERS STATED WARRANTY*

## NEW MEXICO IN-STATE PREFERENCE CERTIFICATION FORM

Business Name: Mellay Dodge

Business Location:

Street: 9621 COORS N.WCity: AIRBUD NMZip Code: 87114

Current State of New Mexico Preference Certification Number:

In-State Business Certification number: 12R32

In-State Manufacture Certification number: \_\_\_\_\_

In-State Contractor Certification number: \_\_\_\_\_

**CERTIFICATION:** I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: Monty Roach Title: Fleet Mgr Date: 11-15-11

THIS FORM IS REQUIRED WITH BID TO OBTAIN IN-STATE PREFERENCE

End of Addendum Two.

## INVITATION TO BID (Revised)

TITLE	BID #	DUE DATE/TIME
Police Cars	11-12-364	November 15, 2011 / 2 pm

Bid Submitted by:

Mellor Dodge

(Company)

## BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website:  
<http://www/Departments/Financial%20Services/Services/Purchasing.aspx>

a) Preference will be given whenever federal funds are not involved in accordance with Section 24-100, LCMC of the City Procurement Code.

**DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT**

b) AND UNACCEPTABLE FOR AWARD.

c) Bidder agrees to comply with all City, State and Federal rules and regulations.

d) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:

a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.

b) be complete with required information.

c) be signed by an authorized representative.

d) be submitted separately and labeled as such when submitting more than one bid.

e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.

f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.

g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)

h) be mailed, hand delivered, or faxed to:

MAIL:

City of Las Cruces  
Purchasing Section  
P.O. Box 20000  
Las Cruces, NM 88004

HAND DELIVER:

City of Las Cruces  
Purchasing Section  
700 North Main, Room 3134  
Las Cruces, NM 88001

FAX:

City of Las Cruces  
Purchasing Section  
575-541-2515

When submitting a bid via fax:

- FAX should have a cover sheet containing the bid or quote number and title, due date and time, and bidder's name, phone, and fax numbers. **No pricing is to be shown on this page.**

- If the FAX is not completely received before the due time, it shall not be considered. Time received shall be the time registered by the FAX machine located in the Bid Clerk Office of the Purchasing Section. **Note:** The City is not responsible for ensuring that a complete faxed bid is received.

i) be received by the City Purchasing Section by the specified due date and time, and stamped by the Purchasing Section's official time clock. Late bids shall not be accepted.

3) Pricing shall:

a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed

b) exclude any applicable taxes.

- c) be effective for 45 days.
- 4) Questions:
  - a) MUST be submitted in writing and either emailed, faxed, hand delivered or mailed to the attention of the Bid Clerk referencing the bid number and title.
  - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
  - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
  - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via fax/email/mail.
  - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
  - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
  - a) determine responsible bidders and responsive bids.
  - b) accept and award compliant bids based on the lowest:
    - i) Individual Unit Price, or
    - ii) Grouped Unit Price, or
    - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
  - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
  - d) negotiate an extension of effective price dates.
  - e) change the quantity of bid items within their effective price date.
  - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
  - a) Bidders may obtain bid results by contacting the Bid Clerk at [bidclerk@las-cruces.org](mailto:bidclerk@las-cruces.org)
  - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension

Receipt of Addenda Nos. 182 - All is hereby acknowledged. (Where none received, place '0' in this space.)

Bidder guarantees delivery of items within 154 days.

Pricing for this bid is effective through 3-12-12 (price agreements are effective for one year from date of award)

Payment terms: Net 30 Days NM CRS #: \_\_\_\_\_

Las Cruces Business License # \_\_\_\_\_ Fed I.D. 85-028611

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

COMPANY NAME & ADDRESS:

MELLOY Dodge  
9621 COORS N.W  
AIBUA N.M 87114  
 \_\_\_\_\_  
 Phone 505-922-2559

Typed or Printed Name of Authorized Representative & Title:

Monty Roach  
 \_\_\_\_\_  
[Signature] 11-15-11  
 Signature Date

505-922-2580

350

Bid #11-12-364

mroach@Melloydodge.com

Fax

Email

### PURCHASE ORDER TERMS AND CONDITIONS

1. **CONTRACT.** The contract resulting from the acceptance of this purchase order is to be construed according to the laws of the State of New Mexico. This contract is non-assignable by Seller.
2. **DELIVERY SCHEDULE.** Deliveries are to be made both in quantities of finished goods, service or construction and at times specified by the City. The City will have no liability for payment of material, service or construction delivered to the City which exceeds purchase order requirements. The City may from time to time change delivery schedules or issue temporary suspension of scheduled material, service or construction.
3. **EXCUSABLE DELAYS.** Except with respect to defaults of subcontractors, Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to the City. Any delay due to default of subcontractor will be excusable if beyond the control and without the fault or negligence of both the Seller and subcontractor and if Seller established that it could not obtain supplies or services from another source in time to meet scheduled deliveries.
4. **CANCELLATION.** The City reserves the right to cancel all or any part of the work covered by this purchase order if Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from the City specifying such failure, or if Seller breaches any of the terms hereof.

Additionally, performance of work under this purchase order may be terminated by the City at its option, in whole or in part by delivery, or by mailing a written notice of termination whenever the City determines such termination is in its best interest. Upon termination under this paragraph, the City shall pay to Seller the following amounts without duplication:

- The purchase order price for all completed deliveries of material, service or construction not previously paid for.
  - The actual costs incurred by Seller in accordance to this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order. Payments shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.
5. **INSPECTION.** All material shall be received subject to the City's inspection and rejection. Defective material or material not in accordance to the City's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Any payment for material, service or construction on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
  6. **SHIPPING AND BILLING.** Deliveries shall be shipped F.O.B.—Las Cruces, New Mexico; Prepaid & Allowed. All deliveries shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and without additional charges unless otherwise specified.

Seller shall properly mark each package with the City's order number including single shipments comprised of multiple packages. Purchase order number and package number shall be shown on packing slips, bills of lading and invoices. Packages delivered without purchase order identification number shall be rejected and returned to Seller at Seller's expense. Packing slips must accompany each shipment.

7. **WARRANTY.** Seller is responsible for including product warranty documentation with shipment.
8. **REMEDIES.** All remedies are herein reserved by the City and shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.

## BID ITEMS (Revised)

ITEM	DESCRIPTION	EST QTY	BRAND/MFR NAME	UNIT PRICE	EXTENDED PRICE
1.	Marked Police Cars including delivery Section IV	27	Dodge Charger	23,500	634,500
2.	Aftermarket Equipment and Installation Section V	27	Per Bid Specs	7,637.27	206,206.35
3.	Radio Equipment and Installation Section VI	27	Per Bid Specs	2,508.00	67,716.00
4.	Computer Installation Section VII	14	Per Bid Specs	32.50	455.00
5.	Service and Parts Manuals	2 sets of each	Dodge & MFG	85.00	85.00
TOTAL COST					908,962.35

PART	DESCRIPTION	EST QTY	BRAND/MFR NAME	UNIT PRICE	EXTENDED PRICE
<b>EMERGENCY EQUIPMENT</b>					
RS242-00123	RAYDIAN LIGHT BAR	27	FEDERAL SIGNAL	1,885 <sup>00</sup>	50,895.00
HK-CHGR	HOOK KIT	27	FEDERAL SIGNAL	Incl	Included in lightbar cost @ 4 per vehicle
HB915W	HIDE-A-BLAST WHITE 9-LED INSERT LIGHTING SET	27	CODE 3	115.70	12,495.00
TRX6B	TORUS 6-UP BLUE WITH BLACK BEZEL	27	CODE 3	69.12	1,866.24
TRX6R	TORUS 6-UP RED WITH BLACK BEZEL	27	CODE 3	69.12	1,866.24
TRXOMMNT	UNIVERSAL OUTSIDE REAR VIEW MIRROR MOUNTS	<del>54</del> 27	CODE 3	51.21	1,382.67
SS2000SM-SD	SMART SIREN	27	FEDERAL SIGNAL	735.00	19,845.00
RMK	MICROPHONE EXTENSION CABLE KIT	27	FEDERAL SIGNAL	Incl	Included w/ Siren
MNCT-SB	STANDARD PLUG-IN PA MICROPHONE	27	FEDERAL SIGNAL	Incl	Included w/ Siren
ES100	DYNAMAX 100 WATT HIGH OUTPUT POWERED SPEAKER	27	FEDERAL SIGNAL	164.92	4,452.84
ESB-CRG07	MOUNTING BRACKET FOR ES100	27	FEDERAL SIGNAL	12.85	346.95

<b>CONSOLE</b>					
C-VS-2500-CHGR-1	25" CONSOLE FOR 2011 CHARGER POLICE PACKAGE	27	HAVIS SHIELD	259.20	6,998.40
C-CUP2-1	INTERNAL MOUNT CUP HOLDERS	27	HAVIS SHIELD	29.48	795.96
C-ARM-103	ARM REST	27	HAVIS SHIELD	64.69	1,746.63
C-LP2-PS2	2 LIGHTER PLUG OUTLETS WITH 2 SWITCH CUTOUPS	27	HAVIS SHIELD	29.70	801.90
C-SW-4	20 AMP BLACK ROCKER SWITCH/NO BACK LIGHT	54 per 58 Bid Specs	HAVIS SHIELD	14.18	765.72
C-EB30-EOR-1P	EQUIPMENT BRACKET FOR MA-COM RADIO	27	HAVIS SHIELD	Incl	Included w/ Console
C-EB40-SSP-1P	EQUIPMENT BRACKET FOR FED SIG SMART SIREN	27	HAVIS SHIELD	Incl	Included w/ Console
C-FP-6	6" FILLER PLATE	5854	HAVIS SHIELD	Incl	Included w/ Console
C-TTB-CHGR-3	FULL WIDTH TRUNK TRAY 2011 CHARGER	27	HAVIS SHIELD	210.16	5,674.32
<b>COMPUTER MOUNT</b>					
C-HDM-204	8.5 " SIDE MOUNT POLE ADJUSTABLE	14	HAVIS SHIELD	135.20	1,892.80
C-MD-102	SWING ARM WITH MOTION ADAPTER	14	HAVIS SHIELD	251.91	3,526.74
C-HDM-406	LIFT ASSIST GAS SHOCK	14	HAVIS SHIELD	31.20	436.80
DS-PAN-111-2	HAVIS DOCK FOR PANASONIC CF31 LAPTOP/DUAL PASS THROUGH HIGH GAIN	14	HAVIS SHIELD	752.36	10,533.04
LPS-104	120 WATT POWER SUPPLY FOR CF31 PANASONIC	14	HAVIS SHIELD	171.86	2,406.04
DS-DA-409	SCREEN STIFFENER FOR CF31 COMPUTER WITH HAVIS DOCK	14	HAVIS SHIELD	59.26	829.64
<b>ORION MOBILE RADIO</b>					
D28MTX	MOBILE, EDACS ORION, 806-870 MHZ, 35 WATTS	27	MA-COM	1,441.00	38,907.00
D2CP5S	CONTROL UNIT, SYSTEM, REMOTE MOUNT	27	MA-COM	357.50	9,652.50

D2ZN1F	KIT, ACC, RMT W/EXTD OPTION CABLE	27	MA-COM	162.25	4,380.75
D2MC3Z	MICROPHONE, MOBILE	27	MA-COM	41.25	1,113.75
19D904714G3	CIRCUIT BOARD, ORION, AEGIS	27	MA-COM	153.75	4,151.25
YRL2VA	TAC FEATURE, AEGIS UNENCRYPTED	27	MA-COM	191.25	5,163.75
<b>LAPTOP ANTENNA SYSTEM</b>					
AP85/18/GPS/S11	(AP/85/18/GPS) AP- TRIMODE COMBO ANTENNA CELL & GPS, BLACK	14	ANTENNAPLUS	97.90	1,370.60
<b>MOBILE RADIO ANTENNA SYSTEM</b>					
TRAB8063	806-866 MHZ, 3 DBD GAIN, LOW PROFILE, MOBILE, 3/4" HOLE MOUNT	27	LAIRD TECHNOLOGIE S	37.31	1,007.24
MB8T	3/4", THRU-HOLE MOUNTS, 17', RG- 58AU, MOBILE ANT MT, TNC, CRIMP	27	LAIRD TECHNOLOGIE S	26.19	707.13
<b>TOTAL COST</b>					<b>196,011.90</b>

## CITY OF LAS CRUCES Police Cars

### I. INTRODUCTION:

The City of Las Cruces (City) is soliciting bids to purchase 27 marked police cars. The units shall be police package-equipped 2012 Dodge Chargers or equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 13-000-00-00047, specifications or lower price. The bid shall include pricing for the base police car, options, aftermarket items, radios and installation. The units shall be equipped with the equipment or approved equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 10-000-00-00014, specifications, other governmental entities' specifications, or lower price.

### II. LITERATURE:

The most current printed literature and/or detailed specifications for the entire unit as described herein shall be submitted with bid.

### III. GENERAL INFORMATION:

Upon delivery, vehicles shall be complete and ready for immediate operation.

All parts not specifically mentioned, which are necessary for safety and operation of the completed vehicles, shall be included in the bid price.

~~The units shall be furnished with all equipment to comply with all applicable rules and regulations of the State of New Mexico Department of Motor Vehicles.~~

The unit shall be in compliance with current safety standards and pollution controls as required by the Federal Motor Vehicle Safety Standards (FMVSS); Occupational Safety and Health Administration (OSHA); American National Standards Institute (ANSI); American Society for Testing and Materials (ASTM International); and Environmental Protection Agency (EPA).

Delivery to the City of Las Cruces shall be included in the bid price.

### IV. MINIMUM SPECIFICATIONS FOR MARKED POLICE CAR:

The units shall be police package-equipped 2012 Dodge Chargers or equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 13-000-00-00047, specifications or lower price.

The wheel base shall be 120 inches minimum with a 5.5 inches minimum road clearance.

Alternator shall be the high-output type with a minimum of 160-amperes.

The battery shall be heavy duty, 12-volts, with a minimum of 800 cold-cranking amperes.

Ignition system shall be designed and installed to provide maximum radio shielding and prevent interference with radio reception and transmission from mobile radio equipment.

Brakes shall be 4-wheel disc anti-lock (ABS) with all-speed traction control; police-service, heavy-duty with warning light in the dash to indicate when the parking brake is engaged.

The engine shall be gasoline, V-8 design, with minimum displacement of 230-cubic inches (3.8L) and shall provide maximum engine performance at 7,000-feet above sea level.

Engine cooling system shall be designed to withstand high-speed operation for extended periods of time and give adequate cooling when the vehicle is "at rest" after high-speed operation and during long periods of idling time.

The hose clamps on the engine and the vehicle heating system shall be positive-closure type.

Air conditioning shall be factory-installed with the unit capable of cooling the passenger compartment while not taxing the engine cooling system; and shall be integrated with the heater/defroster unit.

Transmission shall be the manufacturer's police-service, heavy-duty automatic with maximum available transmission cooler.

The bearings and axles shall be of police-service design.

Shock absorbers shall be heavy-duty double-action type, front and rear; valves to give the vehicle maximum road ability when operating over rough roads and high speed cornering.

Wheels shall be a minimum 18" in diameter with the rim and spider to be of heavier gauge metal than used in standard production; hub cover shall be designed to remain tightly attached to the wheel during high-speed police pursuit service.

Tires, including full-size spare, shall be black-wall, speed-rated for police-service.

The rear window shall be equipped with a factory-installed defogger.

The seats shall be: front – bucket type, police-service, heavy-duty, cloth, with manual lumbar support, designed to withstand daily police use, constructed with heavy-duty springs and backrest supports; rear – seat shall be vinyl with vinyl flooring.

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A power driver's seat shall be installed.

Side air bags shall be installed.

The instrumentation shall include manufactured-certified, specially-calibrated speedometer, accurate within two miles per hour throughout speed range; with an easy to read face.

All gauges shall be factory-installed; as a minimum shall include water temperature, oil pressure, ammeter, and fuel gauge, all dash-mounted with lighting control "in-dash".

Power for the following: mirrors, windows and door locks shall be installed with rear door locks inoperable.

Vehicle shall be equipped with factory installed speed (cruise) control and tilt steering.

Dash lighting shall come equipped with an easily accessible manual shut-off switch.

An AM/FM radio with CD player, changer controls, speakers and clock shall be installed.

Windshield wipers shall be the intermittent type.

Front dome light with separate switch shall be installed between the sun visors with map light installed so it is possible to turn both lights "on/off" with the doors closed; intensity shall be adequate to provide light to read at night.

Factory installed dome light wiring to front door switches shall be rendered inactive.

Lights shall be installed in the glove box and trunk.

The interior rear view mirror shall be adjustable for day/night driving and shall be free of distortion.

The exterior left and right side rear view mirrors shall be mounted on the front doors.

Factory-installed Unity 226, six inch sealed-beam spotlight, or equal shall be mounted on the left side with an inside control; beam shall not be able to be moved when the door is opened or closed or affected in any way; mounting shall be above the fender and below the roof-line.

Each vehicle shall be keyed-alike; supplied with a minimum of three keys and two remotes.

The rear door interior handles shall be designed to be inoperable either by childproof locks or removal of the handle activation rod.

Body side molding shall be included, if part of the standard police package equipment; front door molding shall not be installed but shall be shipped in the trunk of each vehicle.

Vehicle shall be painted the manufacturer's dark blue Chrysler color code PBS with a color sample to be included in the bid package.

#### **V. AFTERMARKET EQUIPMENT SPECIFICATIONS AND INSTALLATION:**

The 27 marked units shall be equipped with the following equipment or approved equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 10-000-00-00014, specifications, other governmental entities' specifications, or lower price.

The light bar shall be Federal Signal Raydian RS242-00123 with Federal Signal HK-CHGR hook kit or equal.

Four corner LEDs shall be Code 3 HB915W Hide-A-Blast, white 9-LED, insert lighting or equal.

The outside mirror lights shall be Code 3 TRX6B Torus 6-up blue with black bezel and Code 3 TRX6R Torus 6-up red with black bezel; both mounted in Code 3 TRXOMMNT universal outside rear view mirror mounts.

Controller shall be Federal Signal SS2000SM-SD Smart Siren and shall include full feature siren, PA, light, signal master controls, fully programmable; with Federal Signal RMK microphone extension cable kit for Smart Siren and Federal Signal MNCT-SB standard plug-in PA microphone for the siren system.

The speaker shall be Federal Signal ES100, 100-watts, high-output, in compact black aluminum housing with Federal Signal ESB-CRG07 bracket.

Center-mounted console shall be Havis Shields C-VS-2500-CHGR-1 25" for vehicle specific police package; including Havis Shields accessories:

C-CUP2-I internal mount cup holders,

C-ARM-103 arm rest,

C-LP2-PS2 two lighter plug outlets with two switch cut-outs,

Two each C-SW-4 20-amperes black rocker switch with no backlight,

C-EB30-EOR-1P equipment bracket for MA-COM radio,

C-EB40-SSP-1P equipment bracket for Federal Signal Smart Siren,

Two each C-FP-6 6" filler plate,

**Fourteen each:**

- C-HDM-204 8.5" side mount pole adjustable,
- C-MD-102 swing arm with motion adapter,
- C-HDM-406 lift assist gas shock,
- DS-PAN-111-2 Havis dock for Panasonic CF31 laptop/dual pass through high gain,
- LPS-104 120 watt power supply for CF31 Panasonic,
- DS-DA-409 screen stiffener for CF31 computer with Havis dock,
- AP85/18/GPS/S11 (AP/85/18/GPS) AntennaPlus AP-Trimode Combo Antenna Cell & GPS, Black

C-TTB-CHGR-3 full-width trunk tray for vehicle specific police package.

The partition shall be Setina 6-S all Lexan top, scratch-resistant polycarbonate window with Setina 302 full-lower extension panel to be vehicle specific and match associated Lexan top.

~~Window bars and panels shall be Patriot 475-0578 vertical window barriers and ABS panel package to be vehicle specific.~~

The vinyl rear seat shall be replaced with Laguna DC9502FBG with grey Laguna seat belts and be vehicle specific.

Electrical harness shall be Patrol Power Soncell Standard 22' harness and be vehicle specific.

All installation costs are to be included.

All freight, shipping and handling costs are to be included.

**VI. RADIO EQUIPMENT SPECIFICATIONS AND INSTALLATION:**

The 27 marked units shall be equipped with the following equipment or approved equal. Pricing shall be in compliance with Sole Source pricing offered to the City of Las Cruces with Dailey-Wells Communications, Inc. Contact is Richard Kirian @ 505-453-2029 or [rkirian@dwcomm.com](mailto:rkirian@dwcomm.com)

Radio shall be mobile EDACS Orion D28MTX Edacs, 806-870 MHz, 35-watts (Purchased from Dailey-Wells) including accessories:

D2CP5S system control unit, remote mount (Purchased from Dailey-Wells),

D2ZN1F accessory kit, remote with extended option cable (Purchased from Dailey-Wells),

D2MC3Z mobile microphone (Purchased from Dailey-Wells),

19D904714G3 Orion Aegis circuit board (Purchased from Dailey-Wells), and

YRL2VA Aegis unencrypted TAC feature (Purchased from Dailey-Wells)

TRAB8063 LAIRD TECHNOLOGIES, 806-866 MHz, 3 DBD Gain, Low profile, Mobile, 3/4" Hole Mount,  
and

MB8T LAIRD TECHNOLOGIES, 3/4", Thru-hole Mounts, 17', RG-58A/U, Mobile Ant Mt, TNC, Crimp.

#### **VII. COMPUTER INSTALLATION:**

Installation provisions shall be made for the 14 city-supplied Panasonic 31Q1AAX1M, Win 7, Intel Core i3-2310M, 2.10 GHz, no vPro, 13.1" XGA touch, 3200GB, 2GB, Atheros WiFi b/g/n/, no TPM, Bluetooth, light-weight battery, single-pass (selectable), emissive backlit keyboard, no drive, tough book.

#### **VIII. PRE-DELIVERY INSPECTION AND DELIVERY:**

Prior to the installation of any aftermarket equipment, representatives from the City of Las Cruces shall visit the site where the equipment is to be installed to inspect and view the proposed placement of the equipment.

The first unit completed shall be brought to the Fleet Services Facility, 1501 East Hadley Avenue, Las Cruces, for inspection by the Police Department and Fleet Services.

At least 1-day prior to deliveries, notification shall be made to the Fleet Services Warranty Clerk. Lack of notification may delay acceptance.

The completed unit shall be delivered between the hours of 10:00 AM and 3:00 PM, Monday through Friday, excluding City holidays; to Fleet Services Facility, 1501 East Hadley Avenue, Las Cruces.

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#### **IX. REQUIRED AT TIME OF BID SUBMITTAL:**

Bidder shall submit the following with bid package:

- Printed literature with detailed specifications;
- Manufacturer's dark blue color sample.

#### **X. REQUIRED AT TIME OF DELIVERY:**

The contractor shall submit the following documents upon unit delivery:

- A. Operator's manuals for each vehicle and added components;
- B. Two copies of all service manuals (hard copy or CD);
- C. Two copies of all parts manuals (hard copy or CD);
- D. Vehicle manufacturer's window informational sheet;
- E. Warranties for vehicles and accessories;
- F. Delivery acceptance;
- G. Title work; and
- H. Invoice.

**XI. COMPLIANCE STATEMENT AND COST:**

The primary bidder and any subcontractor (aftermarket item provider and installer) shall acknowledge below that vehicles shall be delivered in compliance with the specifications and any failure to indicate exceptions will result in the rejection of the vehicle and the successful contractor shall be liable for any damages or additional costs incurred in the replacement or modifications for full compliance to the specifications.

PRIMARY BIDDER

Mellay Dodge

SUBCONTRACTOR - NAME OF COMPANY

AEP- ATM.

REPRESENTATIVE

Karl Bentz

**XII. PARTS SUPPLY:**

Replacement parts and spare parts shall be readily available from the body and added components manufacturers for a period of 10 years.

**XIII. COMPLIANCE TO SPECIFICATION:**

Any detailed specifications are required minimum and are for the purpose of describing the performance needed and are not intended to limit or restrict competition.

The phrase "or equal" means the item shall meet or exceed the minimum specification and shall include information such as make, model and/or part number.

The City determines if an item is an "equal".

**XIV. "OR EQUAL" CLARIFICATIONS**

If the make and/or model mentioned in the specification is not to be supplied, please list the "or equal" to be used.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XV. WARRANTY LENGTHS**

- 1. Vehicle 36 Months/ 36,000 Miles
- 2. Aftermarket equipment \_\_\_\_\_ Months
- 3. Radio \_\_\_\_\_ Months

*5 year - 100,000 Powertrain  
As per Mfg.*

NEW MEXICO IN-STATE PREFERENCE CERTIFICATION FORM

Business Name: Melloy Dodge

Business Location:

Street: 9621 Coors N.W

City: Albuquerque NM

Zip Code: 87114

Current State of New Mexico Preference Certification Number:

In-State Business Certification number: 12232

In-State Manufacture Certification number: \_\_\_\_\_

In-State Contractor Certification number: \_\_\_\_\_

**CERTIFICATION:** I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: Monty R Title: Fleet Mgr Date: 11-15-11

THIS FORM IS REQUIRED WITH BID TO OBTAIN IN-STATE PREFERENCE

End of Addendum Two.

362  
Warranty Attachment  
Bid #11-12-364

Federal Signal Lightbar	5 years LEDs	1 year labor
Federal Signal Siren	3 years parts	1 year labor
Federal Signal Speaker	2 years parts	1 year labor
Code 3 LEDs	5 years	
Havis Shields	Lifetime on mounting equipment	
Laguna	5 years	
Patrol Power	2 years	
NMEP Labor	Lifetime of the vehicle as long as the agency owns the vehicle. In the event repair is needed, NMEP will send a tech to Las Cruces so there is no need to bring the vehicle to Albuquerque.	

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**ADDENDUM TWO**  
**DATE: November 8, 2011**

**BID NUMBER:** 11-12-364  
**BID TITLE:** Police Cars  
**DUE DATE/TIME:** November 15, 2011 / 2 p.m.

The following clarifications/modifications/requirements are made part of the above referenced bid and shall be adhered to in responding to this solicitation.

**The original bid is replaced with the revised bid below.**

(The following questions are also covered in the revised bid document.)

Q1: The Federal Signal Raydian RS242-00123 light bar is being discontinued by 11/30/11. Do you still want to use it?

A1: Yes.

Q2: The AEGIS encryption module radio is not available currently but will be coming out soon and will need to be purchased later.

A2: Refer to revised bid and item chart.

Q3: Reference the listed bid I'm not seeing any antennas for the radios. Is Las Cruces supplying those or do they need to be quoted? If a quote is required what are the specs?

A3: Refer to revised bid and item chart.

*Received & Noted*  
 Melloy Dodge  
 9821 Coors NW  
 Albuquerque NM 87114

## INVITATION TO BID (Revised)

TITLE	BID #	DUE DATE/TIME
Police Cars	11-12-364	November 15, 2011 / 2 pm

Bid Submitted by: MELOY Dodge - Al B. Buerque  
(Company)

## BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website:  
<http://www/Departments/Financial%20Services/Services/Purchasing.aspx>

a) Preference will be given whenever federal funds are not involved in accordance with Section 24-100, LCMC of the City Procurement Code.

DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT

b) AND UNACCEPTABLE FOR AWARD.

c) Bidder agrees to comply with all City, State and Federal rules and regulations.

d) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:

a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.

b) be complete with required information.

c) be signed by an authorized representative.

d) be submitted separately and labeled as such when submitting more than one bid.

e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.

f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.

g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)

h) be mailed, hand delivered, or faxed to:

MAIL:

City of Las Cruces  
Purchasing Section  
P.O. Box 20000  
Las Cruces, NM 88004

HAND DELIVER:

City of Las Cruces  
Purchasing Section  
700 North Main, Room 3134  
Las Cruces, NM 88001

FAX:

City of Las Cruces  
Purchasing Section  
575-541-2515

When submitting a bid via fax:

• FAX should have a cover sheet containing the bid or quote number and title, due date and time, and bidder's name, phone, and fax numbers. No pricing is to be shown on this page.

• If the FAX is not completely received before the due time, it shall not be considered. Time received shall be the time registered by the FAX machine located in the Bid Clerk Office of the Purchasing Section. Note: The City is not responsible for ensuring that a complete faxed bid is received.

i) be received by the City Purchasing Section by the specified due date and time, and stamped by the Purchasing Section's official time clock. Late bids shall not be accepted.

3) Pricing shall:

a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed

b) exclude any applicable taxes.

- c) be effective for 45 days.
- 4) Questions:
  - a) MUST be submitted in writing and either emailed, faxed, hand delivered or mailed to the attention of the Bid Clerk referencing the bid number and title.
  - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
  - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
  - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via fax/email/mail.
  - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
  - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
  - a) determine responsible bidders and responsive bids.
  - b) accept and award compliant bids based on the lowest:
    - i) Individual Unit Price, or
    - ii) Grouped Unit Price, or
    - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
  - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
  - d) negotiate an extension of effective price dates.
  - e) change the quantity of bid items within their effective price date.
  - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
  - a) Bidders may obtain bid results by contacting the Bid Clerk at [bidclerk@las-cruces.org](mailto:bidclerk@las-cruces.org)
  - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension

Receipt of Addenda Nos. 1 & 2 is hereby acknowledged. (Where none received, place '0' in this space.)

Bidder guarantees delivery of items within 150 days.

Pricing for this bid is effective through 3/31/2011 (price agreements are effective for one year from date of award)

Payment terms: Net 30 Days NM CRS #: \_\_\_\_\_

Las Cruces Business License # \_\_\_\_\_ Fed I.D. 85-0286111

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

COMPANY NAME & ADDRESS:

Melroy Dodge  
9621 Coors N.W  
Albuca NM 87114

Typed or Printed Name of Authorized Representative & Title:

Monty Roach

Monty Roach  
Signature

11-15-11  
Date

Phone 505-922-2559

366

505-922-2580

*Mroach@Mesloydodge.com* Bid #11-12-364

Fax

Email

**PURCHASE ORDER TERMS AND CONDITIONS**

1. **CONTRACT.** The contract resulting from the acceptance of this purchase order is to be construed according to the laws of the State of New Mexico. This contract is non-assignable by Seller.
2. **DELIVERY SCHEDULE.** Deliveries are to be made both in quantities of finished goods, service or construction and at times specified by the City. The City will have no liability for payment of material, service or construction delivered to the City which exceeds purchase order requirements. The City may from time to time change delivery schedules or issue temporary suspension of scheduled material, service or construction.
3. **EXCUSABLE DELAYS.** Except with respect to defaults of subcontractors, Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to the City. Any delay due to default of subcontractor will be excusable if beyond the control and without the fault or negligence of both the Seller and subcontractor and if Seller established that it could not obtain supplies or services from another source in time to meet scheduled deliveries.
4. **CANCELLATION.** The City reserves the right to cancel all or any part of the work covered by this purchase order if Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from the City specifying such failure, or if Seller breaches any of the terms hereof.

Additionally, performance of work under this purchase order may be terminated by the City at its option, in whole or in part by delivery, or by mailing a written notice of termination whenever the City determines such termination is in its best interest. Upon termination under this paragraph, the City shall pay to Seller the following amounts without duplication:

- The purchase order price for all completed deliveries of material, service or construction not previously paid for.
  - The actual costs incurred by Seller in accordance to this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order. Payments shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.
5. **INSPECTION.** All material shall be received subject to the City's inspection and rejection. Defective material or material not in accordance to the City's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Any payment for material, service or construction on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
  6. **SHIPPING AND BILLING.** Deliveries shall be shipped F.O.B.—Las Cruces, New Mexico; Prepaid & Allowed. All deliveries shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and without additional charges unless otherwise specified.

Seller shall properly mark each package with the City's order number including single shipments comprised of multiple packages. Purchase order number and package number shall be shown on packing slips, bills of lading and invoices. Packages delivered without purchase order identification number shall be rejected and returned to Seller at Seller's expense. Packing slips must accompany each shipment.

7. **WARRANTY.** Seller is responsible for including product warranty documentation with shipment.
8. **REMEDIES.** All remedies are herein reserved by the City and shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.

BID ITEMS (Revised)

ITEM	DESCRIPTION	EST QTY	BRAND/MFR NAME	UNIT PRICE	EXTENDED PRICE
1.	Marked Police Cars Including delivery Section IV	27	Dodge charge	23,500	634,500
2.	Aftermarket Equipment and Installation Section V	27	Exactly Per Specs	7392.85	199,606.95
3.	Radio Equipment and Installation Section VI	27	Exactly Per Specs	2739.35	73,962.45
4.	Computer Installation Section VII	14	Exactly Per Specs	1623.56	22,729.84
5.	Service and Parts Manuals	2 sets of each			85
				TOTAL COST	<del>1,597,459.92</del> M2 930,883.90

PART	DESCRIPTION	EST QTY	BRAND/MFR NAME	UNIT PRICE	EXTENDED PRICE
<b>EMERGENCY EQUIPMENT</b>					
RS242-00123	RAYDIAN LIGHT BAR	27	FEDERAL SIGNAL	2195 <sup>00</sup>	59,265 <sup>00</sup>
HK-CHGR	HOOK KIT	27	FEDERAL SIGNAL	Included w/ Light Bar	
HB915W	HIDE-A-BLAST WHITE 9-LED INSERT LIGHTING SET	27	CODE 3	465 <sup>00</sup>	12,555 <sup>00</sup>
TRX6B	TORUS 6-UP BLUE WITH BLACK BEZEL	27	CODE 3	72 <sup>00</sup>	1944 <sup>00</sup>
TRX6R	TORUS 6-UP RED WITH BLACK BEZEL	27	CODE 3	72 <sup>00</sup>	1944 <sup>00</sup>
TRXOMMNT	UNIVERSAL OUTSIDE REAR VIEW MIRROR MOUNTS	54	CODE 3	50 <sup>00</sup>	2,700 <sup>00</sup>
SS2000SM-SD	SMART SIREN	27	FEDERAL SIGNAL	650 <sup>00</sup>	17,550 <sup>00</sup>
RMK	MICROPHONE EXTENSION CABLE KIT	27	FEDERAL SIGNAL	Included w/ Siren	
MNCT-SB	STANDARD PLUG-IN PA MICROPHONE	27	FEDERAL SIGNAL	Included w/ Siren	
ES100	DYNAMAX 100 WATT HIGH OUTPUT POWERED SPEAKER	27	FEDERAL SIGNAL	175 <sup>50</sup>	4738.50
ESB-CRG07	MOUNTING BRACKET FOR ES100	27	FEDERAL SIGNAL	13 <sup>65</sup>	368.55

CONSOLE						
C-VS-2500-CHGR-1	25" CONSOLE FOR 2011 CHARGER POLICE PACKAGE	27	HAVIS SHIELD	281.25	7593.75	
C-CUP2-1	INTERNAL MOUNT CUP HOLDERS	27	HAVIS SHIELD	31.50	850.50	
C-ARM-103	ARM REST	27	HAVIS SHIELD	74.25	2004.75	
C-LP2-PS2	2 LIGHTER PLUG OUTLETS WITH 2 SWITCH CUTOUPS	27	HAVIS SHIELD	33.00	891.00	
C-SW-4	20 AMP BLACK ROCKER SWITCH/NO BACK LIGHT	58	HAVIS SHIELD	15.75	913.50	
C-EB30-EOR-1P	EQUIPMENT BRACKET FOR MA-COM RADIO	27	HAVIS SHIELD	Included	0	
C-EB40-SSP-1P	EQUIPMENT BRACKET FOR FED SIG SMART SIREN	27	HAVIS SHIELD	Included	0	
C-FP-8	6" FILLER PLATE	58	HAVIS SHIELD	Included	0	
C-TTB-CHGR-3	FULL WIDTH TRUNK TRAY 2011 CHARGER	27	HAVIS SHIELD	239.25	6459.75	
COMPUTER MOUNT						
C-HDM-204	8.5" SIDE MOUNT POLE ADJUSTABLE	14	HAVIS SHIELD	126.75	1774.50	
C-MD-102	SWING ARM WITH MOTION ADAPTER	14	HAVIS SHIELD	236.17	3306.38	
C-HDM-406	LIFT ASSIST GAS SHOCK	14	HAVIS SHIELD	29.25	409.50	
DS-PAN-111-2	HAVIS DOCK FOR PANASONIC CF31 LAPTOP/DUAL PASS THROUGH HIGH GAIN	14	HAVIS SHIELD	734.73	10,286.22	
LPS-104	120 WATT POWER SUPPLY FOR CF31 PANASONIC	14	HAVIS SHIELD	161.12	2255.68	
DS-DA-409	SCREEN STIFFENER FOR CF31 COMPUTER WITH HAVIS DOCK	14	HAVIS SHIELD	55.55	777.70	
ORION MOBILE RADIO						
D2BMTX	MOBILE, EDACS ORION, 806-870 MHZ, 35 WATTS	27	MA-COM	1461.00	39,447.00	
D2CP5S	CONTROL UNIT, SYSTEM, REMOTE MOUNT	27	MA-COM	357.50	9,652.50	

D2ZN1F	KIT, ACC, RMT W/EXTD OPTION CABLE	27	MA-COM	162.25	4380.75
D2MC3Z	MICROPHONE, MOBILE	27	MA-COM	41.25	1113.75
19D904714G3	CIRCUIT BOARD, ORION, AEGIS	27	MA-COM	153.75	4,151.25
YRL2VA	TAC FEATURE, AEGIS UNENCRYPTED	27	MA-COM	191.25	5,163.75
<b>LAPTOP ANTENNA SYSTEM</b>					
AP85/18/GPS/S11	(AP/85/18/GPS) AP- TRIMODE COMBO ANTENNA CELL & GPS, BLACK	14	ANTENNAPLUS	105.00	1,470.00
<b>MOBILE RADIO ANTENNA SYSTEM</b>					
TRAB8063	806-866 MHZ, 3 DBD GAIN, LOW PROFILE, MOBILE, 3/4" HOLE MOUNT	27	LAIRD TECHNOLOGIE S	33.45	903.15
MB8T	3/4" THRU-HOLE MOUNTS, 17" RG- 58A/U, MOBILE ANT MT, TNC, CRIMP	27	LAIRD TECHNOLOGIE S	13.90	375.30
				<b>TOTAL COST</b>	<b>205,245.73</b>

## CITY OF LAS CRUCES

### Police Cars

#### I. INTRODUCTION:

The City of Las Cruces (City) is soliciting bids to purchase 27 marked police cars. The units shall be police package-equipped 2012 Dodge Chargers or equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 13-000-00-00047, specifications or lower price. The bid shall include pricing for the base police car, options, aftermarket items, radios and installation. The units shall be equipped with the equipment or approved equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 10-000-00-00014, specifications, other governmental entities' specifications, or lower price.

#### II. LITERATURE:

The most current printed literature and/or detailed specifications for the entire unit as described herein shall be submitted with bid.

#### III. GENERAL INFORMATION:

Upon delivery, vehicles shall be complete and ready for immediate operation.

All parts not specifically mentioned, which are necessary for safety and operation of the completed vehicles, shall be included in the bid price.

The units shall be furnished with all equipment to comply with all applicable rules and regulations of the State of New Mexico Department of Motor Vehicles.

The unit shall be in compliance with current safety standards and pollution controls as required by the Federal Motor Vehicle Safety Standards (FMVSS); Occupational Safety and Health Administration (OSHA); American National Standards Institute (ANSI); American Society for Testing and Materials (ASTM International); and Environmental Protection Agency (EPA).

Delivery to the City of Las Cruces shall be included in the bid price.

#### IV. MINIMUM SPECIFICATIONS FOR MARKED POLICE CAR:

The units shall be police package-equipped 2012 Dodge Chargers or equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 13-000-00-00047, specifications or lower price.

The wheel base shall be 120 inches minimum with a 5.5 inches minimum road clearance.

Alternator shall be the high-output type with a minimum of 160-amperes.

The battery shall be heavy duty, 12-volts, with a minimum of 800 cold-cranking amperes.

Ignition system shall be designed and installed to provide maximum radio shielding and prevent interference with radio reception and transmission from mobile radio equipment.

Brakes shall be 4-wheel disc anti-lock (ABS) with all-speed traction control; police-service, heavy-duty with warning light in the dash to indicate when the parking brake is engaged.

The engine shall be gasoline, V-8 design, with minimum displacement of 230-cubic inches (3.8L) and shall provide maximum engine performance at 7,000-feet above sea level.

Engine cooling system shall be designed to withstand high-speed operation for extended periods of time and give adequate cooling when the vehicle is "at rest" after high-speed operation and during long periods of idling time.

The hose clamps on the engine and the vehicle heating system shall be positive-closure type.

Air conditioning shall be factory-installed with the unit capable of cooling the passenger compartment while not taxing the engine cooling system; and shall be integrated with the heater/defroster unit.

Transmission shall be the manufacturer's police-service, heavy-duty automatic with maximum available transmission cooler.

The bearings and axles shall be of police-service design.

Shock absorbers shall be heavy-duty double-action type, front and rear; valves to give the vehicle maximum road ability when operating over rough roads and high speed cornering.

Wheels shall be a minimum 18" in diameter with the rim and spider to be of heavier gauge metal than used in standard production; hub cover shall be designed to remain tightly attached to the wheel during high-speed police pursuit service.

Tires, including full-size spare, shall be black-wall, speed-rated for police-service.

The rear window shall be equipped with a factory-installed defogger.

The seats shall be: front – bucket type, police-service, heavy-duty, cloth, with manual lumbar support, designed to withstand daily police use, constructed with heavy-duty springs and backrest supports; rear – seat shall be vinyl with vinyl flooring.

A power driver's seat shall be installed.

Side air bags shall be installed.

The instrumentation shall include manufactured-certified, specially-calibrated speedometer, accurate within two miles per hour throughout speed range; with an easy to read face.

All gauges shall be factory-installed; as a minimum shall include water temperature, oil pressure, ammeter, and fuel gauge, all dash-mounted with lighting control "in-dash".

Power for the following: mirrors, windows and door locks shall be installed with rear door locks inoperable.

Vehicle shall be equipped with factory installed speed (cruise) control and tilt steering.

Dash lighting shall come equipped with an easily accessible manual shut-off switch.

An AM/FM radio with CD player, changer controls, speakers and clock shall be installed.

Windshield wipers shall be the intermittent type.

Front dome light with separate switch shall be installed between the sun visors with map light installed so it is possible to turn both lights "on/off" with the doors closed; intensity shall be adequate to provide light to read at night.

Factory installed dome light wiring to front door switches shall be rendered inactive.

Lights shall be installed in the glove box and trunk.

The interior rear view mirror shall be adjustable for day/night driving and shall be free of distortion.

The exterior left and right side rear view mirrors shall be mounted on the front doors.

Factory-installed Unity 226, six inch sealed-beam spotlight, or equal shall be mounted on the left side with an inside control; beam shall not be able to be moved when the door is opened or closed or affected in any way; mounting shall be above the fender and below the roof-line.

Each vehicle shall be keyed-alike; supplied with a minimum of three keys and two remotes.

The rear door interior handles shall be designed to be inoperable either by childproof locks or removal of the handle activation rod.

Body side molding shall be included, if part of the standard police package equipment; front door molding shall not be installed but shall be shipped in the trunk of each vehicle.

Vehicle shall be painted the manufacturer's dark blue Chrysler color code PBS with a color sample to be included in the bid package.

#### **V. AFTERMARKET EQUIPMENT SPECIFICATIONS AND INSTALLATION:**

The 27 marked units shall be equipped with the following equipment or approved equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 10-000-00-00014, specifications, other governmental entities' specifications, or lower price.

The light bar shall be Federal Signal Raydian RS242-00123 with Federal Signal HK-CHGR hook kit or equal.

Four corner LEDs shall be Code 3 HB915W Hide-A-Blast, white 9-LED, insert lighting or equal.

The outside mirror lights shall be Code 3 TRX6B Torus 6-up blue with black bezel and Code 3 TRX6R Torus 6-up red with black bezel; both mounted in Code 3 TRXOMMNT universal outside rear view mirror mounts.

Controller shall be Federal Signal SS2000SM-SD Smart Siren and shall include full feature siren, PA, light, signal master controls, fully programmable; with Federal Signal RMK microphone extension cable kit for Smart Siren and Federal Signal MNCT-SB standard plug-in PA microphone for the siren system.

The speaker shall be Federal Signal ES100, 100-watts, high-output, in compact black aluminum housing with Federal Signal ESB-CRG07 bracket.

Center-mounted console shall be Havis Shields C-VS-2500-CHGR-1 25" for vehicle specific police package; including Havis Shields accessories:

C-CUP2-I internal mount cup holders,

C-ARM-103 arm rest,

C-LP2-PS2 two lighter plug outlets with two switch cut-outs,

Two each C-SW-4 20-amperes black rocker switch with no backlight,

C-EB30-EOR-1P equipment bracket for MA-COM radio,

C-EB40-SSP-1P equipment bracket for Federal Signal Smart Siren,

Two each C-FP-6 6" filler plate,

**Fourteen each:**

- C-HDM-204 8.5" side mount pole adjustable,
- C-MD-102 swing arm with motion adapter,
- C-HDM-406 lift assist gas shock,
- DS-PAN-111-2 Havis dock for Panasonic CF31 laptop/dual pass through high gain,
- LPS-104 120 watt power supply for CF31 Panasonic,
- DS-DA-409 screen stiffener for CF31 computer with Havis dock,
- AP85/18/GPS/S11 (AP/85/18/GPS) AntennaPlus AP-Trimode Combo Antenna Cell & GPS, Black

C-TTB-CHGR-3 full-width trunk tray for vehicle specific police package.

The partition shall be Setina 6-S all Lexan top, scratch-resistant polycarbonate window with Setina 302 full-lower extension panel to be vehicle specific and match associated Lexan top.

Window bars and panels shall be Patriot 475-0578 vertical window barriers and ABS panel package to be vehicle specific.

The vinyl rear seat shall be replaced with Laguna DC9502FBG with grey Laguna seat belts and be vehicle specific.

Electrical harness shall be Patrol Power Soncell Standard 22' harness and be vehicle specific.

All installation costs are to be included.

All freight, shipping and handling costs are to be included.

**VI. RADIO EQUIPMENT SPECIFICATIONS AND INSTALLATION:**

The 27 marked units shall be equipped with the following equipment or approved equal. Pricing shall be in compliance with Sole Source pricing offered to the City of Las Cruces with Dailey-Wells Communications, Inc. Contact is Richard Kirian @ 505-453-2029 or [rkirian@dwcomm.com](mailto:rkirian@dwcomm.com)

Radio shall be mobile EDACS Orion D28MTX Edacs, 806-870 MHz, 35-watts (Purchased from Dailey-Wells) including accessories:

D2CP5S system control unit, remote mount (Purchased from Dailey-Wells),

D2ZN1F accessory kit, remote with extended option cable (Purchased from Dailey-Wells),

D2MC3Z mobile microphone (Purchased from Dailey-Wells),

19D904714G3 Orion Aegis circuit board (Purchased from Dailey-Wells), and

YRL2VA Aegis unencrypted TAC feature (Purchased from Dailey-Wells)

TRAB8063 LAIRD TECHNOLOGIES, 806-866 MHz, 3 DBD Gain, Low profile, Mobile, 3/4" Hole Mount, and

MB8T LAIRD TECHNOLOGIES, 3/4", Thru-hole Mounts, 17', RG-58A/U, Mobile Ant Mt, TNC, Crimp.

#### **VII. COMPUTER INSTALLATION:**

Installation provisions shall be made for the 14 city-supplied Panasonic 31Q1AAX1M, Win 7, Intel Core i3-2310M, 2.10 GHz, no vPro, 13.1" XGA touch, 3200GB, 2GB, Atheros WiFi b/g/n/, no TPM, Bluetooth, light-weight battery, single-pass (selectable), emissive backlit keyboard, no drive, tough book.

#### **VIII. PRE-DELIVERY INSPECTION AND DELIVERY:**

Prior to the installation of any aftermarket equipment, representatives from the City of Las Cruces shall visit the site where the equipment is to be installed to inspect and view the proposed placement of the equipment.

The first unit completed shall be brought to the Fleet Services Facility, 1501 East Hadley Avenue, Las Cruces, for inspection by the Police Department and Fleet Services.

At least 1-day prior to deliveries, notification shall be made to the Fleet Services Warranty Clerk. Lack of notification may delay acceptance.

The completed unit shall be delivered between the hours of 10:00 AM and 3:00 PM, Monday through Friday, excluding City holidays; to Fleet Services Facility, 1501 East Hadley Avenue, Las Cruces.

#### **IX. REQUIRED AT TIME OF BID SUBMITTAL:**

Bidder shall submit the following with bid package:

- Printed literature with detailed specifications;
- Manufacturer's dark blue color sample.

#### **X. REQUIRED AT TIME OF DELIVERY:**

The contractor shall submit the following documents upon unit delivery:

- A. Operator's manuals for each vehicle and added components;
- B. Two copies of all service manuals (hard copy or CD);
- C. Two copies of all parts manuals (hard copy or CD);
- D. Vehicle manufacturer's window informational sheet;
- E. Warranties for vehicles and accessories;
- F. Delivery acceptance;
- G. Title work; and
- H. Invoice.

**XI. COMPLIANCE STATEMENT AND COST:**

The primary bidder and any subcontractor (aftermarket item provider and installer) shall acknowledge below that vehicles shall be delivered in compliance with the specifications and any failure to indicate exceptions will result in the rejection of the vehicle and the successful contractor shall be liable for any damages or additional costs incurred in the replacement or modifications for full compliance to the specifications.

PRIMARY BIDDER

Melloy Dodge

SUBCONTRACTOR - NAME OF COMPANY

Alamo Supply

REPRESENTATIVE

Dick

**XII. PARTS SUPPLY:**

Replacement parts and spare parts shall be readily available from the body and added components manufacturers for a period of 10 years.

**XIII. COMPLIANCE TO SPECIFICATION:**

Any detailed specifications are required minimum and are for the purpose of describing the performance needed and are not intended to limit or restrict competition.

The phrase "or equal" means the item shall meet or exceed the minimum specification and shall include information such as make, model and/or part number.

The City determines if an item is an "equal".

**XIV. "OR EQUAL" CLARIFICATIONS**

If the make and/or model mentioned in the specification is not to be supplied, please list the "or equal" to be used.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XV. WARRANTY LENGTHS**

- 1. Vehicle 36 Months/ 36,000 Miles
- 2. Aftermarket equipment \_\_\_\_\_ Months
- 3. Radio \_\_\_\_\_ Months

5 year - 100,000 Powertrain  
MF9

NEW MEXICO IN-STATE PREFERENCE CERTIFICATION FORM

Business Name: Mellay Dodge

Business Location:

Street: 9621 COORS N.W

City: AIRBUD NM

Zip Code: 87114

Current State of New Mexico Preference Certification Number:

In-State Business Certification number: 12832

In-State Manufacture Certification number: \_\_\_\_\_

In-State Contractor Certification number: \_\_\_\_\_

**CERTIFICATION:** I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: Monty Roach Title: Fleet mgr Date: 11-15-11

THIS FORM IS REQUIRED WITH BID TO OBTAIN IN-STATE PREFERENCE

End of Addendum Two.

## INVITATION TO BID (Revised)

TITLE	BID #	DUE DATE/TIME
Police Cars	11-12-364	November 15, 2011 / 2 pm

Bid Submitted by: Melloy Dodge  
(Company)

## BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

- 1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: <http://www/Departments/Financial%20Services/Services/Purchasing.aspx>
    - a) Preference will be given whenever federal funds are not involved in accordance with Section 24-100, LCMC of the City Procurement Code.
- DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT**
- b) AND UNACCEPTABLE FOR AWARD.
  - c) Bidder agrees to comply with all City, State and Federal rules and regulations.
  - d) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

## 2) Bids must:

- a) be submitted typed or in ink on **UNALTERED** City bid forms for bid to be considered.
- b) be complete with required information.
- c) be signed by an authorized representative.
- d) be submitted separately and labeled as such when submitting more than one bid.
- e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
- f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
- g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
- h) be mailed, hand delivered, or faxed to:

MAIL:

City of Las Cruces  
Purchasing Section  
P.O. Box 20000  
Las Cruces, NM 88004

HAND DELIVER:

City of Las Cruces  
Purchasing Section  
700 North Main, Room 3134  
Las Cruces, NM 88001

FAX:

City of Las Cruces  
Purchasing Section  
575-541-2515

When submitting a bid via fax:

- FAX should have a cover sheet containing the bid or quote number and title, due date and time, and bidder's name, phone, and fax numbers. No pricing is to be shown on this page.
  - If the FAX is not completely received before the due time, it shall not be considered. Time received shall be the time registered by the FAX machine located in the Bid Clerk Office of the Purchasing Section. Note: The City is not responsible for ensuring that a complete faxed bid is received.
- i) be received by the City Purchasing Section by the specified due date and time, and stamped by the Purchasing Section's official time clock. Late bids shall not be accepted.
- 3) Pricing shall:
    - a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
    - b) exclude any applicable taxes.

- c) be effective for 45 days.
- 4) Questions:
  - a) MUST be submitted in writing and either emailed, faxed, hand delivered or mailed to the attention of the Bid Clerk referencing the bid number and title.
  - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
  - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
  - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via fax/email/mail.
  - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
  - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
  - a) determine responsible bidders and responsive bids.
  - b) accept and award compliant bids based on the lowest:
    - i) Individual Unit Price, or
    - ii) Grouped Unit Price, or
    - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
  - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
  - d) negotiate an extension of effective price dates.
  - e) change the quantity of bid items within their effective price date.
  - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
  - a) Bidders may obtain bid results by contacting the Bid Clerk at [bidclerk@las-cruces.org](mailto:bidclerk@las-cruces.org)
  - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension

Receipt of Addenda Nos. 152-All is hereby acknowledged. (Where none received, place '0' in this space.)

Bidder guarantees delivery of items within 181 days.

Pricing for this bid is effective through 3-12-12 (price agreements are effective for one year from date of award)

Payment terms: Net 30 Days      NM CRS #: \_\_\_\_\_

Las Cruces Business License # \_\_\_\_\_ Fed I.D. 85-0286111

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

COMPANY NAME & ADDRESS:  
Melroy Dodge  
9621 Cordas NW  
Albarran NM 87114  
 Phone 505-922-2559

Typed or Printed Name of Authorized Representative & Title:  
Monty Roach  
  
 Signature \_\_\_\_\_ Date 11-15-11

380

505-922-2580

*mroach@Melloydodge.com*

Bid #11-12-364

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Fax

Email

**NEW MEXICO IN-STATE PREFERENCE CERTIFICATION FORM**

Business Name: \_\_\_\_\_ n/a \_\_\_\_\_

Business Location: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

**Current State of New Mexico Preference Certification Number:**

In-State Business Certification number: \_\_\_\_\_

In-State Manufacture Certification number: \_\_\_\_\_

In-State Contractor Certification number: \_\_\_\_\_

**CERTIFICATION:** I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM IS REQUIRED WITH BID TO OBTAIN IN-STATE PREFERENCE**

End of Addendum Two.

## BID ITEMS (Revised)

ITEM	DESCRIPTION	EST QTY	BRAND/MFR NAME	UNIT PRICE	EXTENDED PRICE
1.	Marked Police Cars including delivery Section IV	27	2012 Dodge Charger 29A PKG	24,126 <sup>00</sup>	651,402 <sup>00</sup>
2.	Aftermarket Equipment and Installation Section V	27	As Per Spec	6,173 <sup>00</sup>	166,671 <sup>00</sup>
3.	Radio Equipment and Installation Section VI	27	Maycom / Orion	2,816 <sup>00</sup>	76,032 <sup>00</sup>
4.	Computer Installation Section VII	14	Havis	1,400 <sup>00</sup>	19,600 <sup>00</sup>
5.	Service and Parts Manuals	2 sets of each	See note Page	—	—
TOTAL COST					913,705 <sup>00</sup>

PART	DESCRIPTION	EST QTY	BRAND/MFR NAME	UNIT PRICE	EXTENDED PRICE
<b>EMERGENCY EQUIPMENT</b>					
RS242-00123	RAYDIAN LIGHT BAR	27	FEDERAL SIGNAL	1,925 <sup>00</sup>	51,975 <sup>00</sup>
HK-CHGR	HOOK KIT	27	FEDERAL SIGNAL	1.00	27 <sup>00</sup>
HB915W	HIDE-A-BLAST WHITE 9-LED INSERT LIGHTING SET	27	CODE 3	112 <sup>00</sup>	3,024 <sup>00</sup>
TRX6B	TORUS 6-UP BLUE WITH BLACK BEZEL	27	CODE 3	62 <sup>00</sup>	1,674 <sup>00</sup>
TRX6R	TORUS 6-UP RED WITH BLACK BEZEL	27	CODE 3	62 <sup>00</sup>	1,674 <sup>00</sup>
TRXOMMNT	UNIVERSAL OUTSIDE REAR VIEW MIRROR MOUNTS	54	CODE 3	36 <sup>00</sup>	972 <sup>00</sup>
SS2000SM-SD	SMART SIREN	27	FEDERAL SIGNAL	600 <sup>00</sup>	16,200 <sup>00</sup>
RMK	MICROPHONE EXTENSION CABLE KIT	27	FEDERAL SIGNAL	25 <sup>00</sup>	675 <sup>00</sup>
MNCT-SB	STANDARD PLUG-IN PA MICROPHONE	27	FEDERAL SIGNAL	25 <sup>00</sup>	675 <sup>00</sup>
ES100	DYNAMAX 100 WATT HIGH OUTPUT POWERED SPEAKER	27	FEDERAL SIGNAL	153 <sup>00</sup>	4,131 <sup>00</sup>
ESB-CRG07	MOUNTING BRACKET FOR ES100	27	FEDERAL SIGNAL	18 <sup>00</sup>	486 <sup>00</sup>

D2ZN1F	KIT, ACC, RMT W/EXTD.OPTION CABLE	27	MA-COM	162.25	4380.75
D2MC3Z	MICROPHONE, MOBILE	27	MA-COM	41.25	1113.75
19D904714G3	CIRCUIT BOARD, ORION, AEGIS	27	MA-COM	153.75	4,151.25
YRL2VA	TAC FEATURE, AEGIS UNENCRYPTED	27	MA-COM	191.25	5,163.75
<b>LAPTOP ANTENNA SYSTEM</b>					
AP85/18/GPS/S11	(AP/85/18/GPS) AP- TRIMODE COMBO ANTENNA CELL & GPS, BLACK	14	ANTENNAPLUS	105.00	1,470.00
<b>MOBILE RADIO ANTENNA SYSTEM</b>					
TRAB8063	806-866 MHZ, 3 DBD GAIN, LOW PROFILE, MOBILE, 3/4" HOLE MOUNT	27	LAIRD TECHNOLOGIE S	33.45	903.15
MB8T	3/4" THRU-HOLE MOUNTS, 17', RG- 58A/U, MOBILE ANT MT, TNC, CRIMP	27	LAIRD TECHNOLOGIE S	13.90	375.30
<b>TOTAL COST</b>					<b>205,245.73</b>

## CITY OF LAS CRUCES Police Cars

### I. INTRODUCTION:

The City of Las Cruces (City) is soliciting bids to purchase 27 marked police cars. The units shall be police package-equipped 2012 Dodge Chargers or equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 13-000-00-00047, specifications or lower price. The bid shall include pricing for the base police car, options, aftermarket items, radios and installation. The units shall be equipped with the equipment or approved equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 10-000-00-00014, specifications, other governmental entities' specifications, or lower price.

### II. LITERATURE:

The most current printed literature and/or detailed specifications for the entire unit as described herein shall be submitted with bid.

### III. GENERAL INFORMATION:

Upon delivery, vehicles shall be complete and ready for immediate operation.

All parts not specifically mentioned, which are necessary for safety and operation of the completed vehicles, shall be included in the bid price.

The units shall be furnished with all equipment to comply with all applicable rules and regulations of the State of New Mexico Department of Motor Vehicles.

The unit shall be in compliance with current safety standards and pollution controls as required by the Federal Motor Vehicle Safety Standards (FMVSS); Occupational Safety and Health Administration (OSHA); American National Standards Institute (ANSI); American Society for Testing and Materials (ASTM International); and Environmental Protection Agency (EPA).

Delivery to the City of Las Cruces shall be included in the bid price.

### IV. MINIMUM SPECIFICATIONS FOR MARKED POLICE CAR:

The units shall be police package-equipped 2012 Dodge Chargers or equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 13-000-00-00047, specifications or lower price.

The wheel base shall be 120 inches minimum with a 5.5 inches minimum road clearance.

Alternator shall be the high-output type with a minimum of 160-amperes.

The battery shall be heavy duty, 12-voits, with a minimum of 800 cold-cranking amperes.

Ignition system shall be designed and installed to provide maximum radio shielding and prevent interference with radio reception and transmission from mobile radio equipment.

Brakes shall be 4-wheel disc anti-lock (ABS) with all-speed traction control; police-service, heavy-duty with warning light in the dash to indicate when the parking brake is engaged.

The engine shall be gasoline, V-8 design, with minimum displacement of 230-cubic inches (3.8L) and shall provide maximum engine performance at 7,000-feet above sea level.

Engine cooling system shall be designed to withstand high-speed operation for extended periods of time and give adequate cooling when the vehicle is "at rest" after high-speed operation and during long periods of idling time.

The hose clamps on the engine and the vehicle heating system shall be positive-closure type.

Air conditioning shall be factory-installed with the unit capable of cooling the passenger compartment while not taxing the engine cooling system; and shall be integrated with the heater/defroster unit.

Transmission shall be the manufacturer's police-service, heavy-duty automatic with maximum available transmission cooler.

The bearings and axles shall be of police-service design.

Shock absorbers shall be heavy-duty double-action type, front and rear; valves to give the vehicle maximum road ability when operating over rough roads and high speed cornering.

Wheels shall be a minimum 18" in diameter with the rim and spider to be of heavier gauge metal than used in standard production; hub cover shall be designed to remain tightly attached to the wheel during high-speed police pursuit service.

Tires, including full-size spare, shall be black-wall, speed-rated for police-service.

The rear window shall be equipped with a factory-installed defogger.

The seats shall be: front – bucket type, police-service, heavy-duty, cloth, with manual lumbar support, designed to withstand daily police use, constructed with heavy-duty springs and backrest supports; rear – seat shall be vinyl with vinyl flooring.

A power driver's seat shall be installed.

Side air bags shall be installed.

The instrumentation shall include manufactured-certified, specially-calibrated speedometer, accurate within two miles per hour throughout speed range; with an easy to read face.

All gauges shall be factory-installed; as a minimum shall include water temperature, oil pressure, ammeter, and fuel gauge, all dash-mounted with lighting control "in-dash".

Power for the following: mirrors, windows and door locks shall be installed with rear door locks inoperable.

Vehicle shall be equipped with factory installed speed (cruise) control and tilt steering.

Dash lighting shall come equipped with an easily accessible manual shut-off switch.

An AM/FM radio with CD player, changer controls, speakers and clock shall be installed.

Windshield wipers shall be the intermittent type.

Front dome light with separate switch shall be installed between the sun visors with map light installed so it is possible to turn both lights "on/off" with the doors closed; intensity shall be adequate to provide light to read at night.

Factory installed dome light wiring to front door switches shall be rendered inactive.

Lights shall be installed in the glove box and trunk.

The interior rear view mirror shall be adjustable for day/night driving and shall be free of distortion.

The exterior left and right side rear view mirrors shall be mounted on the front doors.

Factory-installed Unity 226, six inch sealed-beam spotlight, or equal shall be mounted on the left side with an inside control; beam shall not be able to be moved when the door is opened or closed or affected in any way; mounting shall be above the fender and below the roof-line.

Each vehicle shall be keyed-alike; supplied with a minimum of three keys and two remotes.

The rear door interior handles shall be designed to be inoperable either by childproof locks or removal of the handle activation rod.

Body side molding shall be included, if part of the standard police package equipment; front door molding shall not be installed but shall be shipped in the trunk of each vehicle.

Vehicle shall be painted the manufacturer's dark blue Chrysler color code PBS with a color sample to be included in the bid package.

#### **V. AFTERMARKET EQUIPMENT SPECIFICATIONS AND INSTALLATION:**

The 27 marked units shall be equipped with the following equipment or approved equal. Pricing shall be in compliance with the New Mexico State Price Agreement (SPA), 10-000-00-00014, specifications, other governmental entities' specifications, or lower price.

The light bar shall be Federal Signal Raydian RS242-00123 with Federal Signal HK-CHGR hook kit or equal.

Four corner LEDs shall be Code 3 HB915W Hide-A-Blast, white 9-LED, insert lighting or equal.

The outside mirror lights shall be Code 3 TRX6B Torus 6-up blue with black bezel and Code 3 TRX6R Torus 6-up red with black bezel; both mounted in Code 3 TRXOMMNT universal outside rear view mirror mounts.

Controller shall be Federal Signal SS2000SM-SD Smart Siren and shall include full feature siren, PA, light, signal master controls, fully programmable; with Federal Signal RMK microphone extension cable kit for Smart Siren and Federal Signal MNCT-SB standard plug-in PA microphone for the siren system.

The speaker shall be Federal Signal ES100, 100-watts, high-output, in compact black aluminum housing with Federal Signal ESB-CRG07 bracket.

Center-mounted console shall be Havis Shields C-VS-2500-CHGR-1 25" for vehicle specific police package; including Havis Shields accessories:

C-CUP2-I internal mount cup holders,

C-ARM-103 arm rest,

C-LP2-PS2 two lighter plug outlets with two switch cut-outs,

Two each C-SW-4 20-amperes black rocker switch with no backlight,

C-EB30-EOR-1P equipment bracket for MA-COM radio,

C-EB40-SSP-1P equipment bracket for Federal Signal Smart Siren,

Two each C-FP-6 6" filler plate,

**Fourteen each:**

- C-HDM-204 8.5" side mount pole adjustable,
- C-MD-102 swing arm with motion adapter,
- C-HDM-406 lift assist gas shock,
- DS-PAN-111-2 Havis dock for Panasonic CF31 laptop/dual pass through high gain,
- LPS-104 120 watt power supply for CF31 Panasonic,
- DS-DA-409 screen stiffener for CF31 computer with Havis dock,
- AP85/18/GPS/S11 (AP/85/18/GPS) AntennaPlus AP-Trimode Combo Antenna Cell & GPS, Black

C-TTB-CHGR-3 full-width trunk tray for vehicle specific police package.

The partition shall be Setina 6-S all Lexan top, scratch-resistant polycarbonate window with Setina 302 full-lower extension panel to be vehicle specific and match associated Lexan top.

Window bars and panels shall be Patriot 475-0578 vertical window barriers and ABS panel package to be vehicle specific.

The vinyl rear seat shall be replaced with Laguna DC9502FBG with grey Laguna seat belts and be vehicle specific.

Electrical harness shall be Patrol Power Soncell Standard 22' harness and be vehicle specific.

All installation costs are to be included.

All freight, shipping and handling costs are to be included.

**VI. RADIO EQUIPMENT SPECIFICATIONS AND INSTALLATION:**

The 27 marked units shall be equipped with the following equipment or approved equal. Pricing shall be in compliance with Sole Source pricing offered to the City of Las Cruces with Dailey-Wells Communications, Inc. Contact is Richard Kirian @ 505-453-2029 or [rkirian@dwcomm.com](mailto:rkirian@dwcomm.com)

Radio shall be mobile EDACS Orion D28MTX Edacs, 806-870 MHz, 35-watts (Purchased from Dailey-Wells) including accessories:

D2CP5S system control unit, remote mount (Purchased from Dailey-Wells),

D2ZN1F accessory kit, remote with extended option cable (Purchased from Dailey-Wells),

D2MC3Z mobile microphone (Purchased from Dailey-Wells),

19D904714G3 Orion Aegis circuit board (Purchased from Dailey-Wells), and

YRL2VA Aegis unencrypted TAC feature (Purchased from Dailey-Wells)

TRAB8063 LAIRD TECHNOLOGIES, 806-866 MHz, 3 DBD Gain, Low profile, Mobile, 3/4" Hole Mount, and

MB8T LAIRD TECHNOLOGIES, 3/4", Thru-hole Mounts, 17", RG-58A/U, Mobile Ant Mt, TNC, Crimp.

#### **VII. COMPUTER INSTALLATION:**

Installation provisions shall be made for the 14 city-supplied Panasonic 31Q1AAX1M, Win 7, Intel Core i3-2310M, 2.10 GHz, no vPro, 13.1" XGA touch, 3200GB, 2GB, Atheros WiFi b/g/n/, no TPM, Bluetooth, light-weight battery, single-pass (selectable), emissive backlit keyboard, no drive, tough book.

#### **VIII. PRE-DELIVERY INSPECTION AND DELIVERY:**

Prior to the installation of any aftermarket equipment, representatives from the City of Las Cruces shall visit the site where the equipment is to be installed to inspect and view the proposed placement of the equipment.

The first unit completed shall be brought to the Fleet Services Facility, 1501 East Hadley Avenue, Las Cruces, for inspection by the Police Department and Fleet Services.

At least 1-day prior to deliveries, notification shall be made to the Fleet Services Warranty Clerk. Lack of notification may delay acceptance.

The completed unit shall be delivered between the hours of 10:00 AM and 3:00 PM, Monday through Friday, excluding City holidays; to Fleet Services Facility, 1501 East Hadley Avenue, Las Cruces.

#### **IX. REQUIRED AT TIME OF BID SUBMITTAL:**

Bidder shall submit the following with bid package:

- Printed literature with detailed specifications;
- Manufacturer's dark blue color sample.

#### **X. REQUIRED AT TIME OF DELIVERY:**

The contractor shall submit the following documents upon unit delivery:

- A. Operator's manuals for each vehicle and added components;
- B. Two copies of all service manuals (hard copy or CD);
- C. Two copies of all parts manuals (hard copy or CD);
- D. Vehicle manufacturer's window informational sheet;
- E. Warranties for vehicles and accessories;
- F. Delivery acceptance;
- G. Title work; and
- H. Invoice.

**XI. COMPLIANCE STATEMENT AND COST:**

The primary bidder and any subcontractor (aftermarket item provider and installer) shall acknowledge below that vehicles shall be delivered in compliance with the specifications and any failure to indicate exceptions will result in the rejection of the vehicle and the successful contractor shall be liable for any damages or additional costs incurred in the replacement or modifications for full compliance to the specifications.

PRIMARY BIDDER Melloy Dodge  
SUBCONTRACTOR - NAME OF COMPANY Alamo Supply  
REPRESENTATIVE DICK

**XII. PARTS SUPPLY:**

Replacement parts and spare parts shall be readily available from the body and added components manufacturers for a period of 10 years.

**XIII. COMPLIANCE TO SPECIFICATION:**

Any detailed specifications are required minimum and are for the purpose of describing the performance needed and are not intended to limit or restrict competition.

The phrase "or equal" means the item shall meet or exceed the minimum specification and shall include information such as make, model and/or part number.

The City determines if an item is an "equal".

**XIV. "OR EQUAL" CLARIFICATIONS**

If the make and/or model mentioned in the specification is not to be supplied, please list the "or equal" to be used.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XV. WARRANTY LENGTHS**

- 1. Vehicle 36 Months/ 36,000 Miles 5 year - 100,000 Powertrain
  - 2. Aftermarket equipment \_\_\_\_\_ Months
  - 3. Radio \_\_\_\_\_ Months
- } ME9

NEW MEXICO IN-STATE PREFERENCE CERTIFICATION FORM

Business Name: Medley Dodge

Business Location:

Street: 9621 COORS N.W

City: AIRBUD NM

Zip Code: 87114

Current State of New Mexico Preference Certification Number:

In-State Business Certification number: 12R3Z

In-State Manufacture Certification number: \_\_\_\_\_

In-State Contractor Certification number: \_\_\_\_\_

**CERTIFICATION:** I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: Monty Roach Title: Fleet mgr Date: 11-15-11

THIS FORM IS REQUIRED WITH BID TO OBTAIN IN-STATE PREFERENCE

End of Addendum Two.



- c) be effective for 45 days.
- 4) Questions:
  - a) MUST be submitted in writing and either emailed, faxed, hand delivered or mailed to the attention of the Bid Clerk referencing the bid number and title.
  - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
  - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
  - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via fax/email/mail.
  - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
  - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
  - a) determine responsible bidders and responsive bids.
  - b) accept and award compliant bids based on the lowest:
    - i) Individual Unit Price, or
    - ii) Grouped Unit Price, or
    - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
  - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
  - d) negotiate an extension of effective price dates.
  - e) change the quantity of bid items within their effective price date.
  - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
  - a) Bidders may obtain bid results by contacting the Bid Clerk at [bidclerk@las-cruces.org](mailto:bidclerk@las-cruces.org)
  - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension

Receipt of Addenda Nos. 152-411 is hereby acknowledged. (Where none received, place '0' in this space.)

Bidder guarantees delivery of items within 181 days.

Pricing for this bid is effective through 3-12-12 (price agreements are effective for one year from date of award)

Payment terms: Net 30 Days      NM CRS #: \_\_\_\_\_

Las Cruces Business License # \_\_\_\_\_ Fed I.D. 85-0286111

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

**COMPANY NAME & ADDRESS:**  
Merrill Dodge  
9621 Cordas NW  
Albuquerque NM 87114  
 Phone 505-922-2559

**Typed or Printed Name of Authorized Representative & Title:**  
Monty Roach  
  
 Signature \_\_\_\_\_ Date 11-15-11

393

505-922-2580

mroach@Melloydodge.com

Bid #11-12-364

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Fax

Email

# **PSS/FIRST IN**

*EMERGENCY VEHICLE DESIGN, SALES & SERVICE*

## **WARRANTY LEGNTHS**

**Aftermarket emergency equipment has a year manufactures warranty.**

**Workmanship warranty on the installation of the aftermarket emergency equipment, computer equipment, and radio equipment is for the life of the vehicle. Warranty to include mobile service at the City of Las Cruces Fleet Yard at no additional charge.**

**Radio warranty is as per manufactures specifications.**



# *McPeck's Dodge of Anaheim*

City of Las Cruces

BID # 11-12-364

NOTE AND EXCEPTION PAGE

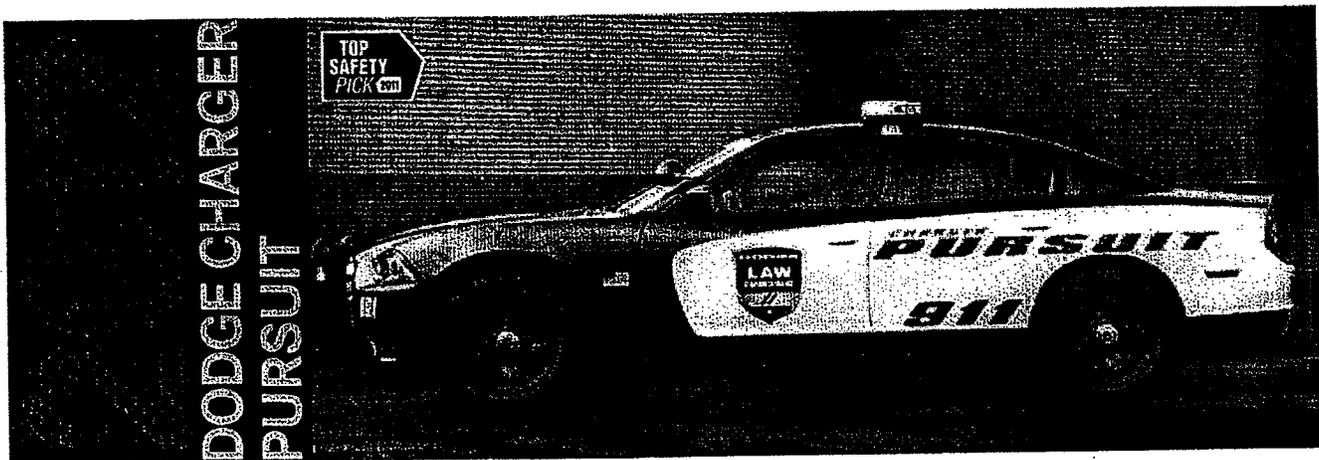
1 SERVICE AND PARTS MANUALS

CHRYSLER DOES NOT SUPPLY SERVICE OR PARTS MANUAL'S  
ANY LONG DO TO THE COMPLEXITY OF THE CD'S.

AT TIME OF AWARD McPEEK'S DODGE WILL SET THE CITY UP ON  
CHRYSLER'S TECH CONNECT @ NO CHARGE.

THIS WILL ALLOW THE CITY TO VIEW ALL THE SAME  
INFORMATION ON A WEB BASED SYSTEM





The appearance of the all-new Dodge Charger Pursuit for model year 2011 was met with overwhelming approval by police, municipal administrators, and the public – and the 2012 Charger Pursuit continues the trend, powered by the best V6 in Dodge history, the 3.6-liter Pentastar® V6 with available Flex Fuel capability; the available legendary 5.7-liter HEMI™ V8 now features 100,000-mile spark plugs. But Charger Pursuit is about continued improvement – and this year's new features reflect critical thinking for the needs of police. They include: new seats to accommodate police equipment; new color TFT display in the EVIC; robust GEN 3 front hubs; improvements in brake vibration and judder; inside, new reading lamps and front and rear climate controls. Adding to value is that Dodge is also the only manufacturer to supply the Police Equipment Interface Module as standard equipment. The finishing touch is the transferable 5-Year/100,000-Mile Powertrain Limited Warranty.<sup>1)</sup>

#### PRODUCT HIGHLIGHTS

- Transferable 5-Year/100,000-Mile Powertrain Limited Warranty<sup>1)</sup>
- 3.6L Pentastar V6 with available 50-state Flex Fuel: 291 hp/ 260 lb-ft of torque – Standard
- 5.7L HEMI V8 with Fuel Saver Technology: 370 hp/395 lb-ft of torque – Available
- Police Equipment Interface Module – Standard
- Uconnect® Touch 4.3 CD/MP3 with touch screen, remote USB port, and audio jack (RHA)
- Uconnect® Voice Command with Bluetooth™ – Available
- Keyless Enter-N-Go™ System features proximity entry and push-button start with police strategy
- Column-mounted automatic shift lever with 5-speed AutoStick
- Unique performance front and rear suspension systems with load-leveling/Nivomat™ rear shocks
- Severe-duty engine cooling
- 3.06 rear axle ratio – Available on the 5.7L engine
- 2.65 rear axle ratio – Standard
- 200-mm rear axle (3.6L engine)
- 215-mm rear axle (5.7L engine)
- 2 auxiliary power outlets and 1 USB 1.0 outlet located in the instrument panel center stack
- Non-memory power adjustable pedals – Available
- P225/60R18 performance tires – W-rated Goodyear® or Firestone® – Standard
- Deactivate rear doors and windows
- Safety cage construction that exceeds federal mandates for strength
- Police-specific rear door panels
- Strengthened side-door guard beams
- Power 6-way driver's seat
- Steering wheel-mounted audio controls
- Performance steering
- PTIM/VSIM (vehicle system integration module) pigtail
- New police upfit packages available as late availability

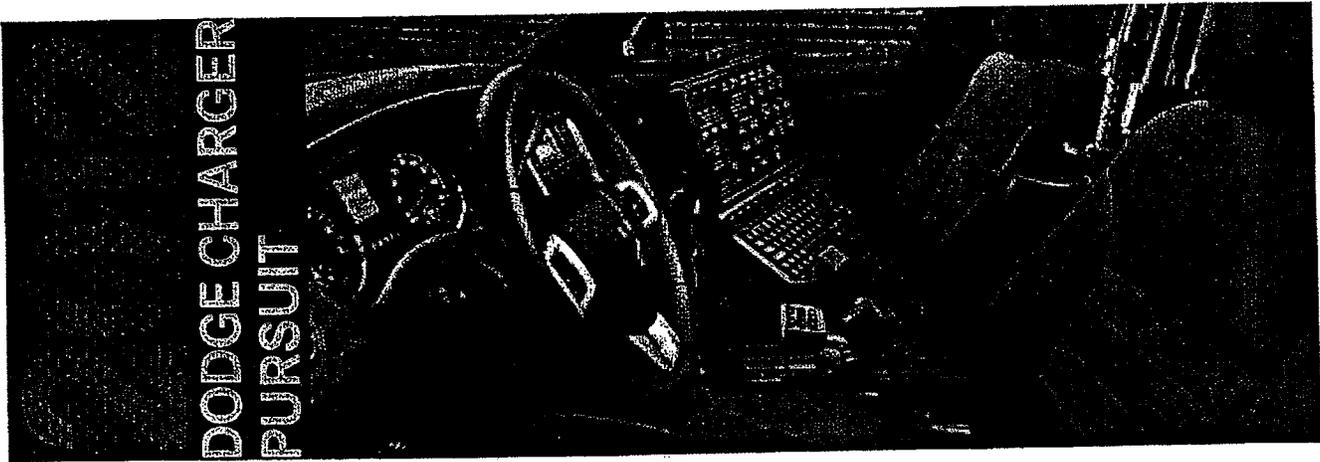
#### SAFETY/SECURITY

- Awarded as a Top Safety Pick by the IIHS in 2011
- Reactive head restraints<sup>2)</sup>
- Advanced multistage front air bags<sup>3)</sup>
- Supplemental front-seat mounted side thorax air bags<sup>3)</sup>
- Supplemental side-curtain air bags<sup>3)</sup>
- Driver's knee air bag<sup>4)</sup>
- 4-wheel disc heavy-duty brakes with All-Speed Traction Control, Brake Assist and unique Electronic Stability Control (ESC)<sup>5)</sup>
- Rain Brake Support
- Ready Alert Braking

#### NOTABLE POLICE FEATURES

- Unique police-vehicle headliner configurations:
  - Standard headliner with overhead console and red/white dome light
  - Available street appearance overhead console with no dome light
- Available Street Appearance Group:<sup>6)</sup>
  - Front and rear climate control outlets
  - Black grille with bright chrome surround
  - Full-length floor console
  - Manual foldaway power heated exterior mirrors
  - Fog lamps
  - Rear stabilizer bar
  - 18-inch aluminum wheels with P225/60R18 BSW performance tires
  - Illuminated front cup holders
  - Front reading/map lamps
- Available Convenience Group I:
  - Power 8-way driver and passenger seats
  - Power adjustable pedals
- Available Connectivity Group:
  - Auto-dimming rearview mirror with microphone
  - Uconnect Voice Command with Bluetooth streaming audio
- Black left spotlamp and matching right spotlamp with new LED bulbs – Available
- Equipment mounting bracket – Available (requires mini floor console)
- Heavy-duty cloth bucket seats with vinyl rear bench
- Full-size spare tire – Available
  - Includes vinyl trunk liner and cover
- 18-inch wheel covers

<sup>1)</sup> See dealer for details and a copy of this limited warranty. <sup>2)</sup> Always sit properly with head restraint properly adjusted. Never place anything in front of the head restraint. <sup>3)</sup> Always sit properly in the seat with the seat belt fastened. <sup>4)</sup> Always drive carefully, consistent with conditions. Always wear your seat belt and obey traffic laws. <sup>5)</sup> Available in select colors: Blackberry Pearl, Tungsten Metallic, Redline 3 Coat Pearl, Billet Silver Metallic, Bright Silver Metallic or Bright White.



**DODGE CHARGER PURSUIT**

**POWERTRAINS**

Available	Transmission	Fuel Economy*
5.7L VVT HEMI® V8 with Fuel Saver Technology 370 hp @ 5,250 rpm (est.) 395 lb-ft of torque @ 4,200 rpm	Five-speed AutoStick Rear-wheel drive	16 city/25 hwy/19 combined mpg
Standard	Transmission	Fuel Economy*
3.6L VVT Pentastar® V6 292 hp @ 4,350 rpm (est.) 260 lb-ft of torque @ 4,800 rpm	Five-speed AutoStick Rear-wheel drive	18 city/27 hwy/21 combined mpg

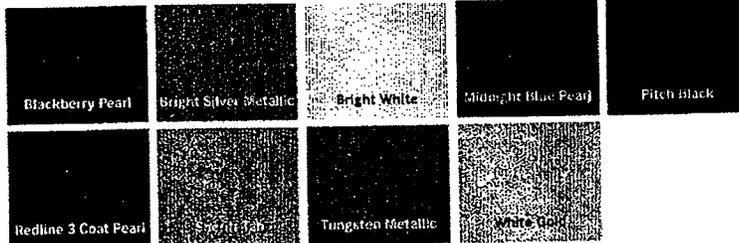
\*2011 EPA estimated ratings

**DIMENSIONS<sup>(1)</sup>/SPECIFICATIONS**

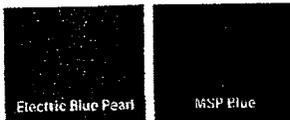
<b>Exterior</b>	
Wheelbase	120.2
Overall Length	199.9
Overall Height	58.4
Overall Width	75.0
Front Track	63.4
Rear Track	63.8
<b>Interior</b>	
Head Room (Front/Rear)	38.6 / 36.6
Leg Room (Front/Rear)	41.3 / 40.1
Shoulder Room (Front/Rear)	59.5 / 57.9
Hip Room (Front/Rear)	56.2 / 56.1
EPA Volume (cu ft)	104.7
EPA Volume Index (cu ft)	120.1
Seating Capacity	5
EPA Cargo Volume (cu ft)	16.6
Curb Weight (lb. est.)	3,961 (3.6L) / 4,283 (5.7L)
Fuel Tank Capacity (U.S. gal)	19.1
Turning Diameter (ft)	32.7
Axis Ratios	3.06 – Available; 2.65 – Standard

<sup>(1)</sup>All dimensions are in inches unless otherwise noted.

**EXTERIOR COLORS**



**SPECIAL PRODUCTION PAINT COLORS<sup>(2)</sup>**



<sup>(2)</sup>Requires minimum vehicle order and are available at an added cost.

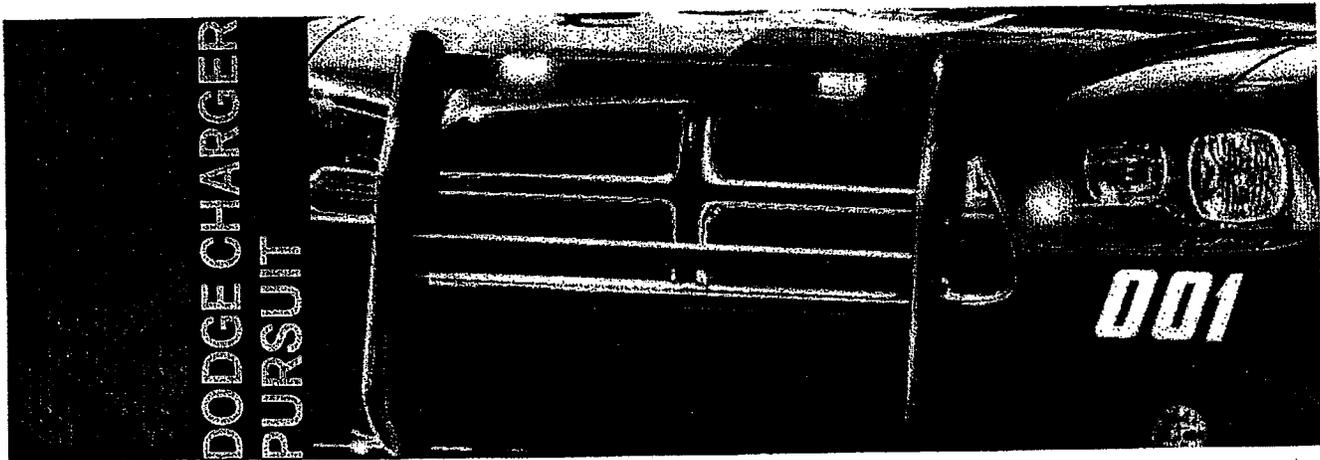
**Please note: Information is based on preliminary data and is subject to change based on vehicle testing and validation.**  
 Dodge, Charger, HEMI, Pentastar, Sentry Key and Uconnect are registered trademarks and Enter-N-Go is a trademark of Chrysler Group LLC. Nivomat is a registered trademark of ZF Sachs AG. Goodyear is a registered trademark of The Goodyear Tire & Rubber Company. Firestone is a registered trademark of Bridgestone Americas Tire Operations, LLC. Bluetooth is a registered trademark of Bluetooth SIG, Inc. Chrysler Group LLC reserves the right to make changes at any time, without notice or obligation. All product specifications and photographs are based on authorized information as of 5/10/11.

**STANDARD 2012 CHARGER PURSUIT EQUIPMENT**

- 4-Wheel Disc Heavy-Duty Brakes with Brake Assist and Unique ESC<sup>(3)</sup> Calibration
- 220-Amp Alternator
- 800-CCA Maintenance-Free Battery
- 2.65 Rear Axle Ratio
- 200-mm Rear Axle (3.6L engine)
- 215-mm Rear Axle (5.7L engine)
- 19.1-Gallon Fuel Tank
- 6-Way Power Driver's Seat
- 2 Auxiliary Power Outlets and 1 USB 1.0 Outlet Located in the I/P Center Stack
- 18-inch Steel Wheels with Bright Hubcaps
- Brake-Park Interlock – Driver must apply brake before shifting from Park
- Column-Mounted Shifter
- Deactivate Rear Doors and Windows
- Defroster – Electric Rear-Window
- Dual-Zone Air Conditioning
- Electronic Stability Control (ESC)<sup>(4)</sup> – With All-Speed Traction Control, Brake Assist and Hill Start Assist
- Engine Hour Meter
- Gauges – 160-mph speedometer, tachometer, odometer, trip odometer, fuel level and coolant temperature, outside temperature
- Heavy-Duty Cloth Bucket Front Seats and Fixed Rear-Bench Seat
- Indicators (up to 18, depending on equipment) – Warning lamps for low oil pressure, charging system, low fuel and low washer fluid, seat belt reminder, door/trunk ajar, cruise, brake system, headlamp high beam, turn signals, engine, and air bag
- Instrument Cluster
- Remote Keyless Enter-N-Go / Illuminated Entry
- Key Entire Fleet Alike
- Lighting – Exterior quad halogen headlamps with automatic-off feature, taillamps and center high-mounted stoplamp  
– Interior dual front map lamps, trunk lamp
- Mirrors – Exterior dual power  
– Interior day/night center rearview
- P225/60R18 performance tires – W-rated Goodyear<sup>(5)</sup> or Firestone<sup>(6)</sup>
- Police-Specific Rear Door Panels
- Power Accessory Delay
- Power Trunk Lid Release
- Seat Belts – Front height-adjustable, outboard shoulder belts, three-point  
– Rear, non-height-adjustable shoulder belts, three-point
- Sentry Key<sup>(7)</sup> Theft Deterrent System
- Severe-Duty Engine Cooling
- Speed Control
- Spot Lamp Prep Kit
- Stealth Mode Capability
- Steering Column – Tilt/telescoping
- Supplemental Side-Curtain and Seat Mounted Air Bags<sup>(8)</sup> – Advanced multistage driver and front-passenger
- Unique Dedicated Fused Circuits
- Unique Performance Front and Rear Suspension Systems with Load-Leveling/Nivomat<sup>(9)</sup> Rear Shocks
- Windows – Power with driver one-touch up-and-down feature
- Windshield Wipers – Two-speed with speed-sensitive intermittent modes
- Brake Assist
- Rain Brake Support
- Ready Alert Braking
- Fixed Rear Seat
- Mini Floor Console

<sup>(3)</sup>Always drive carefully, consistent with conditions. Always wear your seat belt and obey traffic laws.  
<sup>(4)</sup>Always sit properly in the seat with the seat belt fastened.

Call 1.800.999.FLEET | visit [fleet.chrysler.com](http://fleet.chrysler.com)

**BASE POLICE PACKAGE (AYE)<sup>1)</sup>**

- Front/rear wire harness
- Power distribution center
- Siren speaker and bracket
- Trunk tray and cooling fan

**PATROL PACKAGE #1 (AYF)<sup>1)</sup>**

- Police floor console
- Front corner LED lamps
- Rear corner LED lamps
- Front and rear wire harness
- Power distribution center
- Siren speaker and bracket
- Trunk tray and cooling fan

**PATROL PACKAGE #2 (AYH)<sup>1)</sup>**

- Plastic rear seat
- Police floor console
- Push bumper
- Front and rear wire harness
- Power distribution center
- Siren speaker and bracket
- Trunk tray and cooling fan

**PATROL PACKAGE #3 (AYM)<sup>1)</sup>**

- Police floor console
- Front corner LED lamps
- Rear corner LED lamps
- Push bumper
- Front and rear wire harness
- Power distribution center
- Siren speaker and bracket
- Trunk tray and cooling fan

**SLICK TOP POLICE PACKAGE #1 (AYN)<sup>1)</sup>**

- Police floor console
- Push bumper
- Front and rear wire harness
- Power distribution center
- Siren speaker and bracket
- Trunk tray and cooling fan

**SLICK TOP POLICE PACKAGE #2 (AYP)<sup>1)</sup>**

- Police floor console
- Front corner LED lamps
- Rear corner LED lamps
- Front and rear wire harness
- Siren speaker and bracket
- Trunk tray and cooling fan

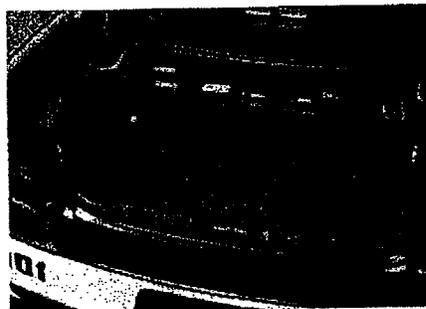
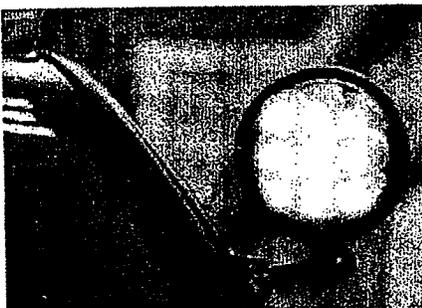
**SLICK TOP POLICE PACKAGE #3 (AYQ)<sup>1)</sup>**

- Plastic rear seat
- Police floor console
- Front and rear wire harness
- Power distribution center
- Siren speaker and bracket
- Trunk tray and cooling fan

**NEW FEATURES ADDED FOR 2012<sup>1)</sup>**

- Police floor console – Available
- Exterior manual folding power heated mirrors – Available
- Front and rear corner LED lamps – Available
- Mirror lights – Available
- Side lights – Available
- Rear deck lights – Available
- Rear deck full-width lights – Available
- Full-feature light bar – Available
- Limited-feature light bar – Available
- Push bumper – Available
- Grille lights – Available
- Spare tire relocation bracket – Available
- Driver- & passenger-side ballistic door panel – Available
- Visor light – Available
- Visor full-width light – Available
- Driver & passenger anti-stab panel – Available
- Plastic rear seat – Available
- Black vinyl floor covering – Available
- All-weather floor mats – Available
- Can-control siren system – Available
- Front & rear splash guards – Available
- Class II receiver hitch – Available

<sup>1)</sup>Late availability.





**ADDENDUM TWO**  
**DATE: November 8, 2011**

**BID NUMBER:** 11-12-364  
**BID TITLE:** Police Cars  
**DUE DATE/TIME:** November 15, 2011 / 2 p.m.

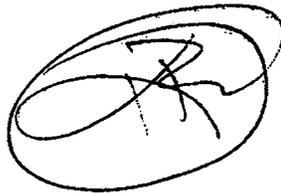
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The following clarifications/modifications/requirements are made part of the above referenced bid and shall be adhered to in responding to this solicitation.

The original bid is replaced with the revised bid below.

(The following questions are also covered in the revised bid document.)

- Q1: The Federal Signal Raydian RS242-00123 light bar is being discontinued by 11/30/11. Do you still want to use it?
- A1: Yes.
- Q2: The AEGIS encryption module radio is not available currently but will be coming out soon and will need to be purchased later.
- A2: Refer to revised bid and item chart.
- Q3: Reference the listed bid I'm not seeing any antennas for the radios. Is Las Cruces supplying those or do they need to be quoted? If a quote is required what are the specs?
- A3: Refer to revised bid and item chart.



## INVITATION TO BID (Revised)

TITLE	BID #	DUE DATE/TIME
Police Cars	11-12-364	November 15, 2011 / 2 pm

Bid Submitted by: McPeck's Dodge of Anaheim  
(Company)

## BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website:  
<http://www/Departments/Financial%20Services/Services/Purchasing.aspx>

a) Preference will be given whenever federal funds are not involved in accordance with Section 24-100, LCMC of the City Procurement Code.

DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT

b) AND UNACCEPTABLE FOR AWARD.

c) Bidder agrees to comply with all City, State and Federal rules and regulations.

d) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:

a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.

b) be complete with required information.

c) be signed by an authorized representative.

d) be submitted separately and labeled as such when submitting more than one bid.

e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.

f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.

g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)

h) be mailed, hand delivered, or faxed to:

MAIL:

City of Las Cruces  
Purchasing Section  
P.O. Box 20000  
Las Cruces, NM 88004

HAND DELIVER:

City of Las Cruces  
Purchasing Section  
700 North Main, Room 3134  
Las Cruces, NM 88001

FAX:

City of Las Cruces  
Purchasing Section  
575-541-2515

When submitting a bid via fax:

• FAX should have a cover sheet containing the bid or quote number and title, due date and time, and bidder's name, phone, and fax numbers. No pricing is to be shown on this page.

• If the FAX is not completely received before the due time, it shall not be considered. Time received shall be the time registered by the FAX machine located in the Bid Clerk Office of the Purchasing Section. Note: The City is not responsible for ensuring that a complete faxed bid is received.

i) be received by the City Purchasing Section by the specified due date and time, and stamped by the Purchasing Section's official time clock. Late bids shall not be accepted.

3) Pricing shall:

a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed

b) exclude any applicable taxes.

- c) be effective for 45 days.
- 4) Questions:
  - a) MUST be submitted in writing and either emailed, faxed, hand delivered or mailed to the attention of the Bid Clerk referencing the bid number and title.
  - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
  - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
  - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via fax/email/mail.
  - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
  - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
  - a) determine responsible bidders and responsive bids.
  - b) accept and award compliant bids based on the lowest:
    - i) Individual Unit Price, or
    - ii) Grouped Unit Price, or
    - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
  - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
  - d) negotiate an extension of effective price dates.
  - e) change the quantity of bid items within their effective price date.
  - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
  - a) Bidders may obtain bid results by contacting the Bid Clerk at [bidclerk@las-cruces.org](mailto:bidclerk@las-cruces.org)
  - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension

Receipt of Addenda Nos. 1 is hereby acknowledged. (Where none received, place '0' in this space.)

Bidder guarantees delivery of items within 90-150 days ARO days.

Pricing for this bid is effective through 4-15-2012 (price agreements are effective for one year from date of award or till Fleet order cut off)

Payment terms: Net 30 Days NM CRS #: \_\_\_\_\_

Las Cruces Business License # \_\_\_\_\_ Fed I.D. 95-2119275

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

COMPANY NAME & ADDRESS:

McPeck's Dodge of Anaheim  
1221 S Auto Center dr  
Anaheim, CA 92815  
714-254-2613 o/c  
 Phone 714-254-2614 fax

Typed or Printed Name of Authorized Representative & Title:

Kevin Buzzard Fleet Mgr  
  
 Signature \_\_\_\_\_ Date 11-11-2011  
Kevin.b@McPeckdodge.com

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Fax

Email

**PURCHASE ORDER TERMS AND CONDITIONS**

1. **CONTRACT.** The contract resulting from the acceptance of this purchase order is to be construed according to the laws of the State of New Mexico. This contract is non-assignable by Seller.
2. **DELIVERY SCHEDULE.** Deliveries are to be made both in quantities of finished goods, service or construction and at times specified by the City. The City will have no liability for payment of material, service or construction delivered to the City which exceeds purchase order requirements. The City may from time to time change delivery schedules or issue temporary suspension of scheduled material, service or construction.
3. **EXCUSABLE DELAYS.** Except with respect to defaults of subcontractors, Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to the City. Any delay due to default of subcontractor will be excusable if beyond the control and without the fault or negligence of both the Seller and subcontractor and if Seller established that it could not obtain supplies or services from another source in time to meet scheduled deliveries.
4. **CANCELLATION.** The City reserves the right to cancel all or any part of the work covered by this purchase order if Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from the City specifying such failure, or if Seller breaches any of the terms hereof.

Additionally, performance of work under this purchase order may be terminated by the City at its option, in whole or in part by delivery, or by mailing a written notice of termination whenever the City determines such termination is in its best interest. Upon termination under this paragraph, the City shall pay to Seller the following amounts without duplication:

- The purchase order price for all completed deliveries of material, service or construction not previously paid for.
  - The actual costs incurred by Seller in accordance to this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order. Payments shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.
5. **INSPECTION.** All material shall be received subject to the City's inspection and rejection. Defective material or material not in accordance to the City's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Any payment for material, service or construction on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
  6. **SHIPPING AND BILLING.** Deliveries shall be shipped F.O.B.—Las Cruces, New Mexico; Prepaid & Allowed. All deliveries shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and without additional charges unless otherwise specified.

Seller shall properly mark each package with the City's order number including single shipments comprised of multiple packages. Purchase order number and package number shall be shown on packing slips, bills of lading and invoices. Packages delivered without purchase order identification number shall be rejected and returned to Seller at Seller's expense. Packing slips must accompany each shipment.

7. **WARRANTY.** Seller is responsible for including product warranty documentation with shipment.
8. **REMEDIES.** All remedies are herein reserved by the City and shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.

### City of Las Cruces NO-BID

Please return this form only if NOT SUBMITTING a bid.

In an effort to make the procurement of the City of Las Cruces goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluation factors, which relate to the competitiveness of our bids. Please check any of the boxes below which apply.

- Specifications – Restrictive, unclear, specialty item, etc.
- Manufacturing – Unique item, production time for model or item has expired, etc.
- Bid Time – Insufficient time to properly bid.
- Delivery Time – Specified delivery time cannot be met.
- Payment – Delay in payment process.
- Miscellaneous – Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your ability to bid.

VENDOR STATEMENT

*MIA*

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COMPANY NAME & ADDRESS:

TYPED OR PRINTED NAME OF AUTHORIZED REPRESENTATIVE & TITLE:

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Phone

Fax

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Signature

Date

Email



**State of New Mexico  
General Services Department**

**Statewide Price Agreement**

**Awarded Vendor**

0000047770  
Melloy Dodge  
9621 Coors  
Albuquerque, NM 87114

Telephone No. (505) 922-2559

Price Agreement Number: 13-000-00-00047

Payment Terms: Net 30

F.O.B.: Destinatin

Delivery: As requested by user

**Ship To:**

All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public bodies  
allowed by law.

Procurement Specialist: Sandra Lujan

Telephone No.: (505) 827-0242

**Invoice:**

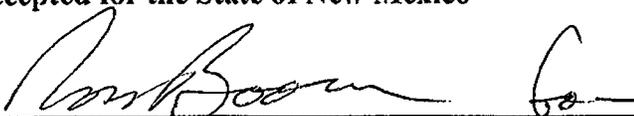
As requested by user

**Title: Automotive Vehicles; Police Pursuit**

**Term: March 31, 2011 thru March 30, 2012**

**This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 3/30/11

LD  
TD

**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

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State of New Mexico  
General Services Department  
Purchasing Division  
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11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

### New Mexico Employees Health Coverage

A. If Contractor has or grows to six (6) or more employees who work or who are expected to work an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars (\$250,000).

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link for additional information:

<http://insurenwemexico.state.nm.us/>

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General Services Department  
Purchasing Division  
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**New Mexico Pay Equity Initiative**

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

The PE10-249 and PE250 worksheet is available at the following website:  
<http://www.generalservices.state.nm.us/spd/guidance.doc>

### Statewide Price Agreement

**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

**Article II – Term**

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

**Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

**Article V – Termination**

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

**Article VII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

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State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 13-000-00-00047

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Police pursuit vehicles current year models

The term of this Price Agreement for issuance of orders shall be from date of award through the manufacturer's current buildout date, with option to extend, upon mutual agreement of both signing parties and, subject to the availability of new vehicles after buildout date.

**Note: This bid is only good for Police vehicles that are not already on an existing contract.**

Definition:

"Build out date" when manufacturer stops accepting orders.

Vendors to indicate buildout date: \* \_\_\_\_\_

\*buildout date may be a factor on award.

The following conditions shall apply to all items:

- A. Bidder must be an authorized dealer, and have parts and service facilities within the State of New Mexico.
- B. Units shall be new current production year models
- C. All specifications are minimum
- D. Units shall meet all federal and state legal requirements
- E. All vehicles must be assembled in North America.
- F. Units shall include all standard items as listed in manufacturer's literature
- G. Units furnished shall be completely assembled, serviced, and ready for operation as required by the manufacturer and the user agency
- H. Units shall carry the manufacturer's standard warranty as offered to the general public. Warranty shall apply from the date the unit is accepted and approved by the user agency as meeting all specifications.
- I. Units are to be transported to the dealer's place of business, rather than driven.
- J. All ordered options shall be installed.
- K. Award shall be based on total net cost, F.O.B. Santa Fe, New Mexico.
- L. All subcontractors must show proof of current product liability insurance.
- M. Requested delivery: Within approximately 75-90 working days ARO. Subject to manufacturer production schedules.
- N. All vehicles shall include all OEM equipment as supplied by the manufacturer, unless otherwise specified in Price Agreement specifications.
- O. Prior to delivery of vehicle(s) to user agency, all fuel tanks and reservoirs must be filled to full capacity.

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Purchasing Division  
Price Agreement #: 13-000-00-00047

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- P. Awarded vendor shall acknowledge receipt of purchase order to ordering agency within two working days. Verbal orders are not valid. Likewise, user must verify receipt of purchase order by vendor.
- Q. The New Mexico Purchasing Division reserves the right to add or delete options and/or negotiate the price of options if it is to the best interest of the State of New Mexico.

Note: all quantities are approximate.

It is the purpose of this specification to describe various vehicles to be used in Police patrol service. These vehicles will be operated for long periods of time at normal traffic speeds, with frequent periods of idling; however, the vehicles must also be capable of fast acceleration and high-speed performance. For this reason, the vehicles must have outstanding handling characteristics, cooling system and brake system.

The manufacturer, in the selection and engineering of components, will use materials and design practices that will produce the best vehicle in the industry for the type of operation to which the vehicle will be subjected.

Component parts and design shall be of the quality that will give maximum performance, durability and safety, and not merely meet minimum requirements of the specification.

The vehicles shall, in all aspects, meet or exceed all requirements of the federal government for the year model bid. The vehicles shall include all standard equipment normally sold and marketed to the retail public, unless specifically deleted by request of the purchaser.

**Illustrative and technical data:**

Bidder to submit, with bid illustrative product brochures and technical data on vehicles and equipment proposed to be furnished.

**Warranty:**

Vendor shall specify details of warranty to apply, specify categories; engine, power train, etc., time and mileage. Warranty start date shall be the date when the vehicle is placed in service, not the date that the vehicle is delivered to the agency. If warranty update cards or forms are required, vendor shall deliver one card or form, with the owner's manual of each vehicle, to the purchasing agency fleet manager at the time the vehicle is delivered to the agency.

**Repair parts:**

It is the responsibility of the manufacturer supplying the vehicle purchased to maintain an adequate stock of all regular and special parts, within the State of New Mexico, to meet the continuing service and repair part needs of the department, without undue delay.

**Legal requirements:**

All exceptions to these specifications shall be listed on a separate sheet of paper.

The New Mexico State Police shall have the final decision of acceptability of the product; the Burden of proof shall be upon the vendor.

**Ornamentation advertising:**

No dealer advertisement shall be displayed on the exterior or affixed to the interior of the vehicle.

**Manufacturing of vehicles:**

It is intended that the vendor shall require the manufacturer to build the vehicles to these Specifications and that the vendor will only be required to perform the pre-delivery service and not to be required to modify, alter, exchange or install various components to correct Such deficiencies. Since these vehicles will be used for Police service, they shall be equipped with the manufacturer's "Police package".

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**Pre-delivery:**

The first delivery of vehicles will be inspected by the New Mexico State Police fleet manager or his representative prior to acceptance, to ensure that all conditions of these requirements are met. The purpose of this inspection is to ensure concurrent interpretation and acceptability of the vehicles in order to eliminate requirements or requests for dealer modifications after the vehicles are in the process of being assembled.

**Front license bracket:**

Shall be equipped with a front license plate bracket on front bumper.

**Exterior color:**

Two-tone base white over black. Single-tone standard factory paint. Agency to designate exterior color.

**Engine cooling:**

Engine cooling system shall be designed to withstand high speed operation for extended periods of time and give adequate cooling when the vehicle is "at rest" after high speed operation and during long periods of idling.

**Hose clamps:**

Hose clamps on the engine and vehicle-heating systems shall be a positive closure type.

**Road clearance:**

Not less than five and one half (5½) inches minimum.

**Tires:**

Four full sized, black wall, with full size spare

**Transmission:**

Automatic, heavy-duty type.

A. Shall withstand Police service

C. Transmission cooler shall be the maximum available for Police service.

**Bearings/axles:**

Front and rear to be of a design that will withstand Police service.

**air conditioning:**

A. Vehicle shall be factory equipped with an air conditioning unit capable of cooling the passenger compartment while not taxing the engine cooling system.

B. Integrated with the heater/defroster unit.

**Glass:**

Rear window to be equipped with a factory installed defogger.

**Ignition system:**

Shall be designed and installed in such a manner to provide maximum radio shielding and prevent interference with radio reception and transmission from mobile radio equipment.

Shall be designed and adjusted to provide maximum engine performance at high altitudes at Seven thousand (7000) feet above sea level.

**Instruments:**

**A. Speedometer:**

Head (including face) shall be specially calibrated by the speedometer manufacturer and be accurate within two (2) miles per hour throughout its speed range. **Manufacturer shall provide written certification of speedometer accuracy within two (2) miles per hour.**

Face shall be easy to read.

**B. Gauges:**

1. Water temperature, oil pressure, ammeter and fuel gauges shall be installed in the dash and lighting controlled from "in dash" location.

No hard to read, while driving, gauges will be accepted.

All gauges are to be factory installed.

Dash lighting must come equipped with manual shut off switch that is mounted in a location which is easily accessible.

**Keys and locks:**

- A. There shall be three (3) keys for each vehicle.
- B. Same key for all locks on each vehicle.
- C. Different key for each vehicle.
- D. Key code shall be attached to at least one (1) key delivered with the vehicle.
- E. Rear door interior handles shall be designed to be rendered inoperable from the rear passenger compartment by means of childproof locks that are activated from outside the rear passenger compartment. If such childproof locks are not available, then the rear door interior handles shall be rendered inoperable by removal of the handle activation rod. Handle activation rods will be provided to the purchaser at the time of delivery.

**Lights:**

- A. It shall be possible to turn dome and map lights on and off with the doors closed.
- B. Dome and map lights shall be of such intensity that they are capable of providing adequate light to read a standard road map while sitting in the driver's seat at night.
- C. Dome light wiring to front door switches shall be rendered inactive.
- D. There shall be lights in the glove box and trunk.
- E. An additional dome light with switch shall be mounted between the sun visors. It shall operate independent of standard equipment dome light(s).

**Rear view mirror:**

- A. Inside – adjustable for day or night driving and free of visual distortion.
- B. Outside – left and right side mirrors mounted on the front doors.

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**Seats:**

Front bucket seats shall be manufacturer's Police vehicle, designed to withstand daily Police use. Shall be constructed with heavy-duty springs and backrest supports.

**Upholstery:**

- A. Cloth with vinyl trim.
- B. Material shall be of such texture that it will not be abrasive or tend to wear clothing at an accelerated rate.
- C. Shall be of such wear resistance that it will stand up to daily use by law enforcement officers wearing a sidearm.

**Speed control:**

Shall be equipped with factory installed speed (cruise) control.

**Tilt steering:**

Shall be equipped with factory installed tilt steering.

**Window/door locks:**

Shall be equipped with power windows and door locks. Rear door locks shall be inoperable.

**Spotlight:**

- A. Must be factory installed.
- B. Design shall permit satisfactory mounting of a left hand, inside control, spotlight so as not to be affected when the door is opened or closed. Spotlight beam shall not move from its target position when the driver's door is opened or closed.
- C. Spotlight to be mounted above, not on the fender.
- D. Roof mounted spotlight is not acceptable.
- E. Vehicle shall be equipped with a unity model #226 spotlight or equal, containing a six (6) inch sealed beam unit. Unit shall be mounted so as not to interfere with operational controls on the inside of the vehicle.

**Windshield wipers:**

Minimum of two-speed, with intermittent wipe capability.

**Definition:**

The term "heavy duty", as applied to these specifications, shall be interpreted to mean: the Item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production vehicles and shall be able to withstand unusual strain, exposure, temperature, wear and use.

**Product availability:**

Vendor shall furnish the date that the manufacturer will commence actual production of Police vehicles of the make and model bid to these specifications. Product availability date will be considered in award of contract.

**Technical information:**

- A. Shop service manual covering the vehicle purchased; to cover all components – eight (8) copies shall be provided for Department of Public Safety
- B. Two owner's manuals with warranty provisions, in addition to those mentioned in Section C copies shall be provided for Department of Public Safety

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C. Owner's manual – each vehicle delivered shall have one (1) owner's manual delivered (electronically) with the vehicle

Item	Qty	Unit	Description	Vendor/price
001	200	Each	Vehicle, four door sedan, rear wheel drive, full size	
			Base cost, per unit, FOB dealer's place of business	\$23,993
			Net cost, per unit, FOB, Santa Fe, New Mexico	\$23,993
			Model: <u>Charger</u>	
			Make: <u>Dodge</u>	
			Engine: <u>5.7</u>	
			Mpg: <u>17/21</u>	

Vendor to indicate final order acceptance date  
4-29-11 tentative.

Final order acceptance date may be a consideration in determining award

**Minimum specifications:**

**Wheel base:** Not less than one hundred twenty (120.0) inches.

**Alternator:** Minimum 160 amp, (high-output alternator).

**Battery:** 12 volt, heavy duty, 800 cold cranking amp minimum.

**Brakes:** Four wheel disc antilock brakes with all speed traction control. Heavyduty Police, brakes must be anti-lock (abs). Warning light in dash shall indicate when parking brake is engaged.

**Engine:** Engine offered shall be a V-8 design. Engine must be a minimum of 230 cubic inch.

**Shock absorbers:** Heavy duty double action type, front and rear, valves to give the vehicle maximum road ability when operating over rough roads and during cornering at high speeds.

**Seats:** Front bucket seats – shall be manufacturer's Police vehicle heavy duty cloth front bucket seats with manual lumbar support, designed to withstand daily Police use. Shall be constructed with heavy-duty springs and backrest supports. Rear shall be vinyl seats and vinyl flooring.

**Wheels:** a: To be eighteen (18) inches in diameter.  
 b: Rim and spider to be of heavier gauge metal than used in standard production.  
 c: Hub cover shall be designed to remain tightly attached to the wheel during high speed Police pursuit service.

**Armrests:** Armrest door closure devices shall be provided on all doors.

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**Body molding:** If body side moldings are part of the standard Police package equipment, The front door moldings are to be deleted from installation and front door moldings are to be shipped with the vehicle (in the trunk).

**Radio:** stereo radio with CD player, changer controls, four speakers and clock.

**Options:**

	Vendor price
A) Side air bags – font and rear	(add) <input type="text" value="Standard"/>
B) Power driver seat	(add) <input type="text" value="\$Standard"/>
C) Two tone special paint (may effect delivery time)	(add) <input type="text" value="\$960.00"/>
E) Ballistic door panel – driver & passenger	(add) <input type="text" value="\$3,965.00"/>
F) Ballistic door panel – driver only	(add) <input type="text" value="\$2,707.00"/>
H) Intermittent wipers	(add) <input type="text" value="standard"/>
I) Space saver spare tire with cargo mat	(add) <input type="text" value="\$76.00"/>
J) Heavy duty cloth rear bench seat	(add) <input type="text" value="\$100.00"/>
K) Police anti-theft shift-lock device installed	(add) <input type="text" value="\$1,200.00"/>
M) Front dome light	(add) <input type="text" value="standard"/>
N) 18 inch bolt on wheel covers	(add) <input type="text" value="\$92.00"/>
O) Street appearance package	(add) <input type="text" value="\$895.00"/>
P) V-6 engine	(deduct) <input type="text" value="\$600.00"/>
Q) Engine block heater	(add) <input type="text" value="\$78.00"/>
R) Power fold away heated mirrors	(add) <input type="text" value="\$90.00"/>
S) Fleet keyed alike	(add) <input type="text" value="\$94.00"/>

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U) Full size spare tire reposition package

(add)

V) Passenger Power Seat & Driver Adjustable Pedal

Add

W) Add Bluetooth

Add

X) RH Spot Light

Add

Y) 5 year /75,000 mile added care warranty with-o-Deductible

Add

\*\*\* 1 Total Item \*\*\*



TO: Bertha Chavira, Buyer

FROM: Donald Haskins, Fleet Maintenance Administrator *DLH*

DATE: December 20, 2011

SUBJECT: Acceptance Memo for Police Cars Bid #11-12-364

Fleet Management staff has reviewed the bids submitted for the Police Cars as per Bid #11-12-364 and is recommending award to Melloy Dodge of Albuquerque, New Mexico (Bid #3), in the amount of \$905,129.00 as the bid was in compliance with the published specifications.

Melloy Dodge (Bid #1) was lower by \$8,179.15 (\$302.93 per car); however, they did not supply the equipment as specified, but quoted an "equal". All others were able to supply the specified equipment without exception. It had been known that the questioned specified light bar, which is standard equipment for the Las Cruces Police Department, and is produced by Federal Signal, was going to be discontinued by the manufacturer, but in the spring of this year the vendor made a commitment to the City of Las Cruces that they would produce the light bar for the next order of vehicles. Thus, the light bar is still available for the Las Cruces Police Department. No mention of the problems which would occur as stated was found and in doing research, no remarks could be found that there were limitations on usage. Therefore, it is believed that the recommended vendor's (Bid #3) is the best bid as it conforms to the specifications.

Requisition No. 12101080-00 dated 09/07/211, has been submitted utilizing using Vehicle Acquisition Fund (VAF) – Rolling Equipment including Trailers 12807090-851100 in the amount of \$711,250.00; and STOP Fund – Rolling Equipment including Trailers 24147390-851100 in the amount of \$267,675.00 for a total \$978,925.00. The purchase order amount will be:

Fund 12807090-851100	\$670,466.00
Fund 24147390-851100	\$234,663.00

Should you have any questions, please contact me at 541-2596.

cc Lisa Murphy, Transportation Director  
 Richard Williams, Chief of Police  
 Jaime Montoya, Deputy Chief of Police  
 Bob Telles, Purchasing Manager  
 Karen Medina, Senior Buyer