

City of Portsmouth  
Portsmouth, New Hampshire  
Police Department

**INVITATION TO BID**

**Sealed** bid proposals, **plainly marked** "POLICE DEPARTMENT Chevy Tahoe, Bid Number 16-23 **on the outside of the envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until November, 29 2022, at 2:00 p.m. at which time all bids will be publicly opened and read aloud.

**Scope:** The Portsmouth Police Department is seeking to purchase one (1) 2023 Chevy Tahoe LT 4WD.

Questions should be addressed to the Purchasing Coordinator [purchasing@cityofportsmouth.com](mailto:purchasing@cityofportsmouth.com) or at 603-610-7227.

Addenda to this bid, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the proper heading. Addenda and updates will NOT be sent directly to vendors.

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

## INSTRUCTION TO BIDDERS

### I. Preparation of Bid Proposal

- A. The Bidder shall submit its proposal upon the form furnished by the City (attached). Prices shall be given in both in words and figures.
- B. Corrections made to amounts or information requested on the bid form should be made by crossing out the error and entering the new price or information above or below it. The correction must be initialed. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- C. The bidder's proposal must be signed by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner, If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address if each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
- D. All words, figures, corrections shall be in ink or typed. All signatures shall be in ink.

### II. Delivery of Bid Proposals

When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

### III. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

### IV. Public Opening of Bid Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

### V. Irregular Proposals and Disqualification of Bidders

Bid proposals that are irregular may be rejected. Irregular bid proposals include the following:

- A. Failure to use the bid form provided or alteration of the form.
- B. Unauthorized additions, conditional or alternated bids, incomplete bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- C. The addition of any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

Bidders may be disqualified and the bid proposal rejected for the following reasons:

- D. More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- E. Evidence of collusion among bidders;
- F. Failure to submit all required information requested in bid specifications;
- G. Bidder is not qualified or able to provide the services or product(s) described in the bid specifications; or
- H. Disqualification is in the best interest of the City of Portsmouth.

### AWARD

#### I. Consideration or Proposals and Award

After the proposals are opened and read, bid results will be available to the public. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern.

If an award is made, it will be made to the lowest, responsible, qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by mail at the address indicated on the proposal.

The award is not considered official until such time that a Purchase Order, fully executed contract or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

Federal 2021 American Rescue Plan Act Funding, a sub-granted from the State of NH to the Portsmouth Police Department ICAC Program (NH Grant # 2023ARPAICAC01).

Vendor will be subject to a System for Award Management (SAMS) check to determine if they are debarred/suspended from doing business with the federal government/with federal funds. If a vendor is found on the SAM's debarred or suspended list, the vendor's bid will be disqualified.

III. Reservation of Rights

The City reserves the right to cancel the award at any time before final notification of the successful bidder without any liability against the City. The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

CITY OF PORTSMOUTH  
FINANCE DEPARTMENT  
PORTSMOUTH, NEW HAMPSHIRE

**POLICE DEPARTMENT  
BID LIST**

**CHEVY TAHOE LT 4WD**

**Make/Model:**            **2023 Chevy Tahoe LT 4WD**

**Quantity:**            **One (1)**

**Include the following Vehicle Requirements:**

**Standard Features:**

**All Standard equipment for the LT 4WD Model**

**Required Optional Features:**

- **LT Signature Package (per attached)**
- **5-year/100,000 mile Power train Care Extended service plan with zero deductible.**
- **Five (5) keys**

**Additional**    Vehicle interior color: Jet Black  
                         Vehicle exterior color: Black

**Please include a complete list of all cruiser features in your bid (standard and optional).**

CITY OF PORTSMOUTH  
FINANCE DEPARTMENT  
PORTSMOUTH, NEW HAMPSHIRE

**BID PROPOSAL FORM**

**Item # 1      2023 Chevy Tahoe LT 4WD**

Price per – Chevy Tahoe:

In Figures \$ \_\_\_\_\_ Price in Words \$ \_\_\_\_\_

Warranty: 5 year/100,000 Extended Service Plan Powertrain Care Protection with ZERO deductible per vehicle (if not included in ‘standard’ package):

In Figures \$ \_\_\_\_\_ Price in Words \$ \_\_\_\_\_

Total per Chevy Tahoe/Warranty:

In Figures \$ \_\_\_\_\_ Price in Words \$ \_\_\_\_\_

**Grand Total Bid: Upon which the award will be made  
(Total per Chevy Tahoe/Warranty x 1 vehicles)**

**In Figures \$ \_\_\_\_\_ Price in Words \$ \_\_\_\_\_**

**DELIVERY NEW VEHICLES:** Bidder must state approximate number of days from award that delivery will be made. Not to exceed 80 days. Bidder must deliver Chevy Tahoes to the Portsmouth Police Department, 3 Junkins Avenue, Portsmouth, New Hampshire. Bidder must pre-schedule the delivery date for the new vehicles with the Police Department fleet manager.

The undersigned agrees that he/she on behalf of Bidder has read the bid proposal documents, the instruction to bidders specifications and agrees to the terms and conditions set forth herein. Bidder understands that bid prices shall include delivery FOB to the address identified in the bid documents and bid price shall be firm for at least 45 days.

Bidder further agrees that this bid is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Bidder agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Bid.

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Submitted by Authorized Agent:

\_\_\_\_\_  
(Print Name & Title)

Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

## NONDISCRIMINATION CLAUSE

NONDISCRIMINATION IN CITY CONTRACTS: Any entity that enters into a contract for goods or services with the City of Portsmouth or any of its boards, agencies, and departments and any recipient of city funds shall:

Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

## CITY OF PORTSMOUTH CORONAVIRUS GRANT RECIPIENT TERMS AND CONDITIONS

Coronavirus Local Fiscal Recovery Fund Grant monies (SFLRF/ARPA) are being used for this project/work. Therefore, selected contractor/vendor/firm will be required to comply with the requirements associated with the monies in the performance of the project or work, see section 603(c) of the Social Security Act (the Act) and associated regulations, guidance and executive orders. Those requirements are as follows:

- (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
- (ii) Universal Identifier and System for Award Management, 2 C.F.R. Part 25;
- (iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;
- (iv) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180;
- (v) Recipient Integrity and Performance Matters 2 C.F.R. Part 200 and Appendix XII;
- (vi) Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 21;
- (vii) New Restrictions on Lobbying, 31 C.F.R. Part 21;
- (viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970; and
- (ix) Generally applicable federal environmental laws and regulations.

The City further encourages contractor/vendor/firm to adopt and enforce on-the-job seatbelt policies and programs for when operating company-owned, rented, or personally owned vehicles, and to adopt and enforce policies that ban text messaging while driving pursuant to Executive Orders 13043 and 13513 respectively.

Contractor/vendor/firm must assure compliance with statutes and regulations prohibiting discrimination including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), and Protections for Whistleblowers in accordance with 41 U.S.C. § 4712. More specifically, contractor/vendor/firm and its subcontractors and other agents shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract/ agreement.

SFLRF/ARPA funds do not themselves require compliance with the Davis Bacon Act. However, when the project or work includes funding from sources that do require compliance with the David Bacon Act, the David Bacon Act requirements will apply along with Executive Orders 11625 and 12432 (Concerning Minority Business Enterprise) and 12438 (Concerning Women's Business Enterprise) when applicable.

CONTRACTOR/VENDOR/FIRM

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Duly authorized

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Date