

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: March 20, 2019

SUBJECT: Bid Award for Purchase of (2) Prime Mover Vehicles

PRESENTER: Jimmy Brissie, Emergency Services Director

ATTACHMENTS:

- I. Bid Tabulation
- II. Formal Bid Packet for 2 Prime Mover Vehicles
- III. Publishers Affidavit

SUMMARY OF REQUEST:

The Board is requested to approve the low bid and authorize Finance to proceed with purchasing two 2019 Ford F550 Prime Mover vehicles. Bidding was conducted between February 20 and March 1, 2019. The bidder with the lowest overall cost was Asheville Ford for a total price of \$120,353.16.

Emergency Management was approved at the October 17, 2018 board meeting to purchase two Prime Mover vehicles via a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management in the amount of \$120,000. The balance of the project will be funded with local funding from the Emergency Management Budget.

BOARD ACTION REQUESTED:

The Board is requested to accept the low bid from Asheville Ford for \$120,353.16 and authorize Finance to proceed with the purchase.

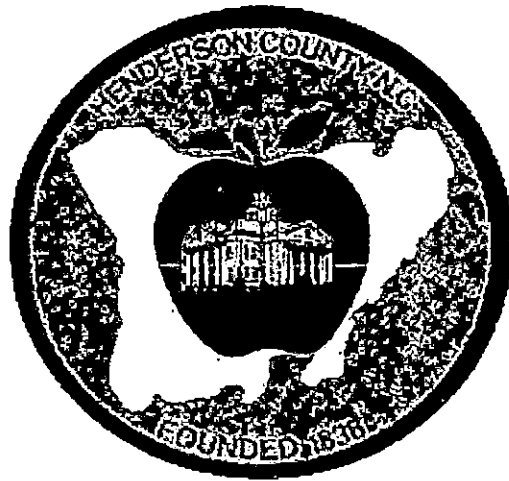
Suggested Motion:

I move the Henderson County Board of Commissioners to accept the low bid from Asheville Ford for two Prime Mover vehicles and authorize Finance to proceed with the purchase.

I. Bid Tabulation

Bid Tabulation					
Formal Bid: (2) Prime Mover Vehicles Opened 03/01/2019 at 3:00PM					
Vendor Name	Description of Product Bid	Bid Price Unit Cost	Quantity	Extended Cost	Total Cost
Asheville Ford	Prime Mover Vehicle (2019 Ford F550)	\$ 53,924.30	2	\$ 107,848.60	
	Bid Alternate 1: Emergency Lighting	\$ 2,956.70	2	\$ 5,913.40	
	Bid Alternate 2: Kenwood Radio	\$ 3,295.58	2	\$ 6,591.16	
					\$ 120,353.16

Henderson County
Emergency Management



**Formal Bid for 2 Prime Mover
Vehicles**

Due Date: Friday, March 1, 2019

Time: 3:00 PM EST

Location: Henderson County Finance Department

Address: 113 N. Main Street
Hendersonville, NC 28792

NOTICE AND INSTRUCTIONS TO BIDDERS

County of Henderson
Doug Guffey-Purchasing Agent
Phone: 828.694.5023
Historic Court House Annex
113 N. Main Street
Hendersonville, NC 28792

Henderson County will receive sealed bids for the furnishing of 2 prime mover vehicles as specified until **Friday, March 1, 2019 3:00 PM EST** at the Henderson County Finance Department, 113 North Main Street, Hendersonville, NC 28792 where the bids will be publicly opened and read aloud. Bids must be sealed and visibly labeled as "2 PRIME MOVERS". The purchase of these vehicles is supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.

Vehicles must meet all specifications and be the kind and type specified, or an approved equivalent and will be awarded based upon the lowest responsive responsible bidder standard. A manufacturer's build sheet of the proposed equipment shall be included in addition to the completed specifications. The total bid price must include delivery Henderson County Facility Services, 320 Williams Street, Hendersonville, NC 28792. Quoted price(s) should not include any sales or usage taxes but should reflect the actual bid price of the equipment.

The County will entertain bids for current model year. If an error or omission occurs bidder(s) must submit in writing no more than seventy-two hours after the bid opening, a request to withdrawal their bid, excluding Saturdays, Sundays, or Holidays for which Henderson County offices are closed.

All vehicles require 2 sets of keys, temporary tag and all pertinent paperwork upon delivery. This shall include invoice, certificate of origin, odometer disclosure statement, and completed MVR-1 form. No dealer advertisement insignia is allowed on County vehicles. Only identification is OEM plates as shipped.

The County of Henderson reserves the right to reject any and/or all bids received, or to select the bid which, in our opinion, is in the best overall interest of the County.

Complete specifications shall be included on all equipment. The bidder must meet all of the above requirements for bid to be considered.

Doug Guffey, Purchasing Agent

PROPOSAL

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that he will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders for the following price:

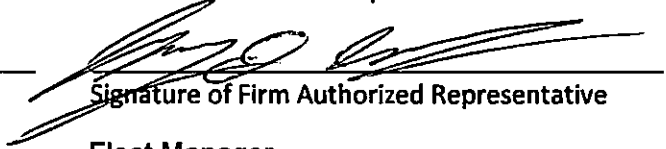
TYPE	DELIVERY TIME	UNIT PRICE	Extended Price
VEHICLE	@ 18 weeks from receipt of PO	\$ 53,924.30	\$ 107,848.60
BID ALTERNATE 1: EMERGENCY LIGHTING	@ 3 weeks after arrival of chassis	\$ 2156.70	\$ 4313.40
BID ALTERNATE 1: COST OF INSTALLATION		\$ 800.00	\$ 1600.00
BID ALTERNATE 2: KENWOOD RADIO	@ 3 weeks after arrival of chassis	\$ 2915.58	\$ 5831.16
BID ALTERNATE 2: COST OF INSTALLATION		\$ 380.00	\$ 760.00
Total Cost			

PLEASE NOTE BID PRICES AND SPECIFICATIONS SHALL BE FULLY ENFORCEABLE FOR 90 DAYS AFTER THE BID DUE DATE UNLESS NOTED BELOW

Warranty period: 3 years/ 36000 miles

Jeffrey D Williams
Printed Name of Firm Representative

Asheville Ford
Name of Firm Submitting Proposal


Signature of Firm Authorized Representative

611 Brevard Rd Asheville NC 28806
Firm Address

Fleet Manager
Title

828-253-2731
Telephone Number

jwilliams@ashevilleford.com
Email Address

****Please select whether you are defined as a Historically Underutilized Business (M/WBE)****

- Yes
 No

Henderson County, North Carolina
 Emergency Management
 Specifications for 2 Prime Mover Vehicles

It is the intent of these specifications to set up minimum requirements for **2 Prime Mover vehicles** as specified. These specifications must be considered as minimum requirements. If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid. Any reference to a model or brand is only to denote quality and does not mean that equal equipment will not be considered.

Standard Equipment Plus

<u>Specifications</u>	<u>Compliance/Exception</u>
I. <u>Vehicle</u>	
a. <u>General</u>	
i. Wheelbase: Minimum 170"	yes _____
ii. Cab to Axle Minimum of 60"	yes _____
iii. Color: White	yes _____
iv. Crew Cab	yes _____
v. 4 Wheel Drive	yes _____
b. Engine	
i. Minimum 6.7 L V8 Turbo Diesel	yes _____
ii. Horsepower: Minimum 330	yes _____
iii. Torque: Minimum 750 lb.-ft	yes _____
c. Transmission	
i. Minimum 6-Speed automatic	yes _____
d. <u>Interior</u>	
i. Color: Gray	yes _____
ii. Vinyl Seats	yes _____
iii. Air conditioning	yes _____
e. Exterior	
i. Tow Hooks-(2) front, black	yes _____
ii. Manufacturers standard tinted windows	yes _____

<u>Specifications</u>	<u>Compliance/Exception</u>
f. Trailering/Hauling	
i. Trailer break controller	Yes
ii. Minimum Maximum payload of 12,700 lbs.	Maximum payload for this truck is 11,290 lbs.
iii. Minimum towing capacity of: 16,000 lbs.	yes
g. Options	
i. Power Equipment Group	Yes
ii. Backup Camera	yes
iii. Platform running boards	yes
iv. Shall have 6 standard factory installed auxiliary upfitter switches	yes
h. Vehicle Warranty	
i. Minimum Bumper to Bumper: 3 year/36,000 miles	yes
j. Minimum Powertrain: 5 year/60,000 miles	yes

II. Bed Specifications

a. TG Mountaineer Aluminum	
i. Minimum 9'2" X 94" aluminum bed,	Yes
1. 12" centers,	yes
2. Deluxe light package,	yes
3. Stake pockets	yes
4. Rubrails	yes
5. DOT Tape	yes
6. HD Head rack	yes
7. Rear Step	yes
8. Cargo Lights	yes
9. Goose Neck Opening	yes
10. Acid cleaned	yes
11. Prewired	yes

<u>Specifications</u>	<u>Compliance/Exception</u>
ii. 2 smooth aluminum toolboxes 36" long X 16" high X 16" deep to be mounted under the body in front of the rear wheels.	yes
iii. Goose Neck Hitch (FOR T7G ALUMINUM BEDS)	yes
iv. Shall have a 7 pin trailer plug mounted on the rear face of the bed plate to the left of the hitch opening.	yes
b. Warranty	
i. Manufacturers standard <u>(Please Define)</u> :	<u>limited lifetime</u>

III. Bid Alternates

Henderson County reserves the right to select Alternate I and/or Alternate II or any combination thereof. Alternate I and Alternate 2 should have the product cost and the installation cost indicated clearly on the Proposal sheet. Delivery times should indicate how long the upfitter will take to complete the installation once the vehicle is received by them.

a. Alternate 1: Emergency Lighting & Installation

i. Whelen Inner Edge FST, 10 Lamp (Red)	yes
▪ Interior Bar Light-Mounted at the top portion of the windshield with antiglare back screens	yes
ii. Vertex Red LED Hideaways 9ft Cable x 2	yes
▪ Mounted in the taillights	yes
iii. Whelen ION Red/Clear Split x 4	yes
▪ (2) Front Grill mounted in top portion opening, (2) One on each side of Bed above Wheel	yes
iv. ION Red LED x2	yes
▪ Mounted to the rear in back glass near the top of windshield to still be seen with Bed on.	yes
v. Whelen Alpha SL Remote Siren	yes
▪ Wired to Second auxiliary upfitter Switch and then wired to horn for	

<u>Specifications</u>	<u>Compliance/Exception</u>
tone control	yes
vi. Whelen Pancake Speaker	yes
vii. Whelen Speaker Bracket	yes
viii. Lights should be wired to the first auxiliary upfitter switch	yes
ix. Shall have a lifetime warranty on the wiring and the installation	Yes
b. Alternate 2: Kenwood Radio & Installation	
i. NX-5700	Yes
ii. NX-5900 (700/800)	yes
▪ License Key P25 Conv	yes
▪ License Key P25 Trunking	yes
iii. Dual Deck, Single Control Head, Multi Band Kit w/ Simultaneous receiver	yes
iv. GPS Antenna mobile	yes
v. VHF Antenna, 3db gain	yes
vi. 740-870mhz low pro antenna, 2db gain	Yes
vii. 3/4" Solid Coax kit x 2	Yes
viii. Necessary power and hardware for connection per the manufacturer's specifications. Radio to be powered by the ignition switch	yes
ix. Control head and transceiver mounting location to be coordinated with customer at time of installation	yes

IV. Delivery

- a. Please deliver to Henderson County Facility Services, 320 Williams Street, Hendersonville, NC 28792 with 2 sets of keys, and 1 owner's manual.

V. Titling

a. Vehicles shall be titled as follows:

i. Vehicle 1

Graham County
70 West Fort Hill
Robbinsville, NC 28771

ii. Vehicle 2

County of Henderson
113 N. Main St.
Hendersonville, NC 28792

VI. Terms and Conditions

- I.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- II.** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.

- III. FEDERAL FUNDS:** The source of funds for this contract is federal funds (US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management), therefore the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.

A.) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all

contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- G. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

H. Procurement of Recovered Materials CFR § 200.322

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. Record Retention Requirements for Contracts Paid with Federal Funds 2 CFR § 200.333

When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

IV. Certification of Compliance with EPA Regulations

When federal funds are expended by Henderson County for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

V. Compliance with Buy America Provisions (41 U.S.C. Sections 8301 through 8305).

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

VI. Title VI of the Civil Rights Acts of 1964

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

VII. Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F

Bidders shall be compliant with the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F.

VIII. Iran Divestment

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S, 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- i. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- ii. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- iii. That the undersigned is authorized by the Vendor to make this Certification

IX. E-Verification

Contractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statues must verify compliance with the E-verify, NCGS 160A-20.1(b).

X. Compliance with Department of Homeland Security Terms and Conditions: Version 7.1

Bidder shall be compliant with the Department of Homeland Security Terms and Conditions: Version 7.1 as applicable.

<https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202017%20DHS%20Standard%20Terms%20and%20Conditions%20Version%207-1%20Dated%2003-20-17.pdf>

XI. Compliance with Purchase Order Terms & Conditions

<https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

XII. Certificate of Non-Collusion Statement

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business entity

XIII. Public Record

All bid documents pertaining to this bid are public record unless they are marked as confidential/trade secrets pursuant to NCGS 132-1-1.2. Should a public record request be made for material, which the company contends is not public record as defined by NCGS 132-1.2, it will be the company's duty to defend this in court and indemnify the County.

XIV. Disadvantaged Business/Minority Business Participation

For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under Doing Business with Henderson County at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above in the Terms and Conditions.

Vendor's Name/Company Name: Asheville Ford

Address, City, State, and Zip Code: 611 Brevard Rd Asheville NC 28806

Phone Number: 828-253-2731 Fax Number: 828-258-6204

Printed Name and Title of Authorized Representative: Jeff Williams / Fleet Manager

Email Address: jwilliams@ashevilleford.com

Signature of Authorized Representative: 

Date: 02/22/2019



Asheville Ford
611 Brevard Rd., Asheville, North Carolina, 288062201
Office: 828-253-2731
Fax: 828-258-6012

Customer Proposal

Prepared for:

Henderson County

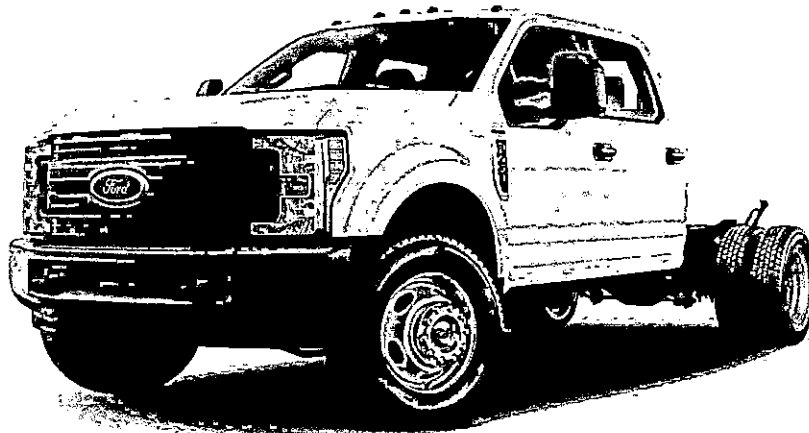
Prepared by:

Jeffrey Williams
Office: 828-279-4933
Email: jwilliams@ashevilleford.com

Date: 02/22/2019

Vehicle: 2019 F-550 Chassis XL
4x4 SD Crew Cab 179" WB DRW

Quote ID: 0206201903





Asheville Ford
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731
 Fax: 828-258-6012

2019 F-550 Chassis, SD Crew Cab
 4x4 SD Crew Cab 179" WB DRW XL(W5H)
 Price Level: 925 Quote ID: 0206201903

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Asheville Ford
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731
 Fax: 828-258-6012

2019 F-550 Chassis, SD Crew Cab
 4x4 SD Crew Cab 179" WB DRW XL(W5H)
 Price Level: 925 Quote ID: 0206201903

Selected Options

Code	Description
Base Vehicle	
W5H	Base Vehicle Price (W5H)
Packages	
660A	Order Code 660A <i>Includes:</i> - Tires: 225/70Rx19.5G BSW AS - Wheels: 19.5" Argent Painted Steel <i>includes manual locking hubs.</i> - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> - Radio: AM/FM Stereo <i>Includes 6-speakers.</i>
Powertrain	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, Intelligent Oil-Life Monitor, manual push-button engine-exhaust braking and split-shaft calibration compatibility.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries - 220 Amp Extra Heavy Duty Alternator
44W	Transmission: TorqShift 6-Speed Automatic <i>(6R140). Includes SelectShift.</i>
X8L	Limited Slip w/4.88 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>
Wheels & Tires	
TFB	Tires: 225/70Rx19.5G BSW AS
64Z	Wheels: 19.5" Argent Painted Steel <i>Includes manual locking hubs.</i>
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Other Options	
PAINT	Monotone Paint Application
179WB	179" Wheelbase
90L	Power Equipment Group

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Henderson County
 By: Jeffrey Williams Date: 02/22/2019



Asheville Ford
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731
 Fax: 828-258-6012

2019 F-550 Chassis, SD Crew Cab
 4x4 SD Crew Cab 179" WB DRW XL(W5H)
 Price Level: 925 Quote ID: 0206201903

Selected Options (cont'd)

Code	Description
	<p><i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i></p> <ul style="list-style-type: none"> - Accessory Delay - Advanced Security Pack - Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Trailer Tow Mirrors w/Power Heated Glass - Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals. - MyKey - Includes owner controls feature. - Power Front & Rear Side Windows - Includes 1-touch up/down driver/passenger window. - Power Locks - Remote Keyless Entry
52B	<p>Trailer Brake Controller</p> <p><i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i></p>
18B	<p>Platform Running Boards</p>
872	<p>Rear View Camera & Prep Kit</p> <p>Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting and aiming instructions. Kit requires video display option to be added to unit. Reference order guide for additional information. Related option content: 872, 585 and 96V.</p> <p><i>Includes cab wiring, frame wiring to the rear most cross member and video display.</i></p>
STDRD	<p>Radio: AM/FM Stereo</p> <p><i>Includes 6-speakers.</i></p>
Emissions	
425	<p>50-State Emissions System</p>
Interior Colors	
AS_01	<p>Medium Earth Gray</p>
Primary Colors	
Z1_01	<p>Oxford White</p>
Upfit Options	
TG Mountaineer	<p>TG MOUNTAINEER 9'2X94" ALUMINUM BED</p> <p><i>TG MOUNTAINEER 9'2X94" ALUMINUM BED, 12" CENTERS, DELUXE LIGHT PACKAGE, STAKE POCKETS, RUBRAILS, DOT TAPE, HD HEADACHE RACK, REAR STEP, CARGO LIGHTS, GN OPENING, ACID CLEANED, PREWIRED</i></p> <p><i>SMOOTH ALUMINIM TOOLBOX FOR 9'2X94" BED</i></p> <p><i>GN HITCH FOR T7G ALUMINUM BEDS</i></p> <p><i>REAR HITCH FOR T&G ALUMINUM BEDS</i></p> <p><i>LABOR INSTALLING ALUMINUM TRUCK BED</i></p>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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 By: Jeffrey Williams Date: 02/22/2019



Asheville Ford
 611 Brevard Rd., Asheville, North Carolina,
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 Office: 828-253-2731
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2019 F-550 Chassis, SD Crew Cab
 4x4 SD Crew Cab 179" WB DRW XL(W5H)
 Price Level: 925 Quote ID: 0206201903

Pricing - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$65,210.00
 <i>Pre-Tax Adjustments</i>		
Code	Description	
Fleet	Fleet Concession	-\$5,200.00
DISCOUNT	DEALER DISCOUNT	-\$6,085.70
 Total		 \$53,924.30

Customer Signature

Acceptance Date

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Prepared for: Henderson County
 By: Jeffrey Williams Date: 02/22/2019



Asheville Ford
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731
 Fax: 828-258-6012

2019 F-550 Chassis, SD Crew Cab
 4x4 SD Crew Cab 179" WB DRW XL(W5H)
 Price Level: 925 Quote ID: 0206201903

Pricing - Multiple Vehicles (2)

		MSRP
<i>Vehicle Pricing</i>		\$130,420.00
<i>Pre-Tax Adjustments</i>		
Code	Description	
Fleet	Fleet Concession	-\$10,400.00
DISCOUNT	DEALER DISCOUNT	-\$12,171.40
Total		\$107,848.60

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Henderson County
 By: Jeffrey Williams Date: 02/22/2019

DAVIS TRAILERS, INC.
 2626 CRABTREE ROAD
 WAYNESVILLE, NC 28785

Estimate

Date	Estimate #
12/17/2018	1199

Name / Address

Project

Description	Qty	Cost	Total
TG MOUNTAINEER 9'2X94" ALUMINUM BED, 12" CENTERS, DELUXE LIGHT PACKAGE, STAKE POCKETS, RUBRAILS, DOT TAPE, HD HEADACHE RACK, REAR STEP, CARGO LIGHTS, GN OPENING, ACID CLEANED, PREWIRED	1	2,975.00	2,975.00T
SMOOTH ALUMINIM TOOLBOX FOR 9'2X94" BED	2	500.00	1,000.00T
GN HITCH FOR T7G ALUMINUM BEDS	1	350.00	350.00T
REAR HITCH FOR T&G ALUMINUM BEDS	1	300.00	300.00T
LABOR INSTALLING ALUMINUM TRUCK BED	1	525.00	525.00T
Sales Tax		7.00%	360.50
		Total	\$5,510.50

Customer Signature _____

**GLOBAL Public Safety, LLC**

Mid-Atlantic - 7020 Dorsey Rd Ste C, Hanover MD 21076
 Carolinas - 130 Old Airport Rd, Roebuck SC 29376
 Penn - 2780 Commerce Dr Ste 300, Middletown PA 17057
 New England - 5 Executive Dr, Hudson NH 03051

QUOTENumber **BAUQ23743**Date **Feb 21, 2019**

VALID THRU: 8/20/2019

Quote For	Ship To	Your Account Manager
------------------	----------------	-----------------------------

ASHEVILLE FORD LINCOLN
 JEFF WILLIAMS
 611 BREVARD RD
 ASHEVILLE, NC 28806
 UNITED STATES

GLOBAL PUBLIC SAFETY - ROEBUCK
 Roebuck Install Shop
 130 OLD AIRPORT RD
 ROEBUCK, SC 29376
 UNITED STATES

Katie Stewart
 828-214-0208
 katie.stewart@globalpublicsafety.us

Phone 828-253-2731 EXT 324
 Fax 828-258-6012
 Email jwilliams@ashevilleford.com

Phone 18645879821
 Fax
 Email

Here is the quote you requested.

Bill to: Asheville Ford Lincoln jwilliams@ashevilleford.com

Terms	P.O. Number	Ship Via	Contract Reference
NET 30	PLEASE ADD	PLEASE ADD	

Make	Model	Year	VIN	Stock / Unit#	Tag#
FORD	F-550	2019			

Line	Qty	Description	Unit Price	Ext. Price
1	1	NEW ITEM NX-5700 VHF 50W RF DECK	KIMBALL \$756.00	\$756.00 y
2	1	NEW ITEM NX-5900 800 RF DECK	KIMBALL \$967.20	\$967.20 y
3	1	NEW ITEM KWD-5100 CV P25 CONVENTIONAL	KIMBALL \$627.90	\$627.90 y
4	1	NEW ITEM KWD-5101 P25 TRUNKING LICENSE	KIMBALL \$131.04	\$131.04 y
5	1	NEW ITEM 5FMM-MR DUAL DECK, MULTI-BAND KIT WITH SIMULTANEOUS RECEIVE	KIMBALL \$263.43	\$263.43 y
6	1	NEW ITEM KRA-40GM GPS ANTENNA	KIMBALL \$54.60	\$54.60 y
7	1	NEW ITEM VHF BLACK 1/4 WAVE ANTENNA	KIMBALL \$21.15	\$21.15 y
8	1	NEW ITEM MAXRAS LOW PROFILE 800 MHZ ANTENNA	KIMBALL \$53.63	\$53.63 y

CONTINUED NEXT PAGE.....

Quotes are valid for 180 days, unless otherwise noted above; Tax, if applicable, may not be included; Vehicles will be invoiced within 15 days of completion, whether or not picked up; Not responsible for lost items; All parts de-installed or removed from vehicle must be collected upon job completion. Items not picked up will be recycled or shipped at your expense. Arrangements for packaging and shipping must be arranged at time of order. Handling charges apply; Any ordered items not purchased or returned must be in new condition with all original accessories and packaging and may incur a resocking fee. Fee and return approval is determined by the manufacturer of the product. No returns on special orders.

Make	Model	Year	VIN	Stock / Unit#	Tag#
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FORD F-550 2019

Line	Qty	Description	Unit Price	Ext. Price
9	1	NEW ITEM NMO SOLID COAX KIT RG-58 3/4 MOUNT	KIMBALL \$20.80	\$20.80 y
10	1	NEW ITEM PL-259 CONNECTOR RG-58	KIMBALL \$7.80	\$7.80 y
11	1	NEW ITEM NMALE CONNECTOE RG-58	KIMBALL \$12.03	\$12.03 y
12	4	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	KIMBALL \$95.00	\$380.00 N

NECESSARY POWER AND HARDWARE FOR CONNECTION PER THE MANUFACTURER'S SPECIFICATIONS. RADIO TO BE POWERED BY THE IGNITION SWITCH.

CONTROL HEAD AND TRANSCEIVER MOUNTING LOCATION TO BE COORDINATED WITH CUSTOMER AT TIME OF INSTALLATION.

Please contact me if I can be of further assistance.

SubTotal	\$3,295.58
Tax	\$0.00
Shipping	\$0.00
Total	\$3,295.58

Accepted By:

Date:

X

Email signed quote or purchase order to sales@globalpublicsafety.us or fax to 443-557-0201

Quotes are valid for 180 days, unless otherwise noted above; Tax, if applicable, may not be included; Vehicles will be invoiced within 15 days of completion, whether or not picked up; Not responsible for lost items; All parts de-installed or removed from vehicle must be collected upon job completion. Items not picked up will be recycled or shipped at your expense. Arrangements for packaging and shipping must be arranged at time of order. Handling charges apply; Any ordered items not purchased or returned must be in new condition with all original accessories and packaging and may incur a resocking fee. Fee and return approval is determined by the manufacturer of the product. No returns on special orders.

2/21/19

13:55:10 DOCV 1394.23

2/21/2019

**GLOBAL Public Safety, LLC**

Mid-Atlantic - 7020 Dorsey Rd Ste C, Hanover MD 21076
 Carolinas - 130 Old Airport Rd, Roebuck SC 29376
 Penn - 2780 Commerce Dr Ste 300, Middletown PA 17057
 New England - 5 Executive Dr, Hudson NH 03051

QUOTE

Number **BAUQ23742**Date **Feb 21, 2019**VALID THRU: **8/20/2019**

Quote For	Ship To	Your Account Manager
------------------	----------------	-----------------------------

ASHEVILLE FORD LINCOLN
 JEFF WILLIAMS
 611 BREVARD RD
 ASHEVILLE, NC 28806
 UNITED STATES

GLOBAL PUBLIC SAFETY - ROEBUCK
 Roebuck Install Shop
 130 OLD AIRPORT RD
 ROEBUCK, SC 29376
 UNITED STATES

Katie Stewart
 828-214-0208
 katie.stewart@globalpublicsafety.us

Phone 828-253-2731 EXT 324
 Fax 828-258-6012
 Email jwilliams@ashevilleford.com

Phone 18645879821
 Fax
 Email

Here is the quote you requested.

Bill to: Asheville Ford Lincoln jwilliams@ashevilleford.com

Terms	P.O. Number	Ship Via	Contract Reference
NET 30	PLEASE ADD	PLEASE ADD	

Make	Model	Year	VIN	Stock / Unit#	Tag#
FORD	F-550	2019			

Line	Qty	Description	Unit Price	Ext. Price
1	1	ISFW47Z INNER EDGE FST WC 10LT FSERIES ***XLP LIGHTBAR DISCONTINUED*** FORD F-150, 2015-2018, F-250/F-350, 2017-2018, TEN LAMPS, UPPER FRONT TWO PIECE UNIT, INDIVIDUAL DRIVER AND PASSENGER SIDE UNITS (NO TAKE-DOWNS)	WHELEN ENGINEERING \$774.20	\$774.20 y
2	2	VTX609R VERTEX SUPER-LED LIGHT RED TO BE MOUNTED IN THE TAILLIGHTS OMNI DIRECTIONAL LIGHTEAD, RED, BLUE, AMBER OR WHITE, 9&APOS; CABLE	WHELEN ENGINEERING \$83.30	\$166.60 y
3	4	IOND ION LIGHT RED/WHITE TO BE MOUNTED ON GRILL AND ON BED ABOVE WHEEL EACH SIDE SPLIT COLOR, CLEAR LENS, AMBER/BLUE, AMBER/WHITE, RED/BLUE OR RED/WHITE ONLY, BLACK HOUSING	WHELEN ENGINEERING \$105.00	\$420.00 y
4	2	IONR ION LIGHT RED MOUNTED TO THE REAR IN BACK GLASS NEAR THE TOP OF WINDSHIELD TO STILL BE SEEN WITH BED ON RED, BLUE, AMBER OR WHITE, BLACK HOUSING	WHELEN ENGINEERING \$105.00	\$210.00 y
5	2	IONK1B SWIVEL MOUNT KIT FOR ION BLK OPTIONAL SWIVEL MOUNT BRACKET, BLACK	WHELEN ENGINEERING \$22.75	\$45.50 y
6	1	ALPHASL ALPHA SL REMOTE SIREN REMOTE SIREN, FOR USE WITH REMOTE SWITCHES (PURCHASED SEPARATELY), SELECTABLE FOUR TONE HANDS-FREE SIREN, FOR ONE OR TWO 100 WATT SPEAKERS	WHELEN ENGINEERING \$177.10	\$177.10 y

CONTINUED NEXT PAGE.....

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Make	Model	Year	VIN	Stock / Unit#	Tag#
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FORD F-550 2019

Line	Qty	Description	Unit Price	Ext. Price
7	1	SA315P SA315P SPEAKER, BLACK PLASTIC SPEAKER, NYLON COMPOSITE	WHELEN ENGINEERING \$229.60	\$229.60 y
8	1	SAK1 SA-315 MOUNT KIT UNIVERSAL HEAVY-DUTY UNIVERSAL "L" MOUNTING BRACKET	WHELEN ENGINEERING \$28.70	\$28.70 y
9	1	INSTALL SUPPLIES INSTALLATION SUPPLIES	GLOBAL \$105.00	\$105.00 y
10	10	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$80.00	\$800.00 n

Please contact me if I can be of further assistance.

SubTotal	\$2,956.70
Tax	\$0.00
Shipping	\$0.00
Total	\$2,956.70

Accepted By: _____

Date: _____

X _____

Email signed quote or purchase order to sales@globalpublicsafety.us
or fax to 443-557-0201

Quotes are valid for 180 days, unless otherwise noted above; Tax, if applicable, may not be included; Vehicles will be invoiced within 15 days of completion, whether or not picked up; Not responsible for lost items; All parts de-installed or removed from vehicle must be collected upon job completion. Items not picked up will be recycled or shipped at your expense. Arrangements for packaging and shipping must be arranged at time of order. Handling charges apply; Any ordered items not purchased or returned must be in new condition with all original accessories and packaging and may incur a resocking fee. Fee and return approval is determined by the manufacturer of the product. No returns on special orders.



P.O. Box 1276
Hendersonville, NC 28793
Phone: (828) 698-0407
E-mail: legals@hendersonvillelightning.com
Web: hendersonvillelightning.com

February 20, 2019

Doug Guffey
Purchasing Agent
Historic Courthouse Annex
113 N. Main Street
Hendersonville, NC 28792

Notice: Advertisement for Sealed Proposals: (2) Prime Mover Vehicles

I, William L. Moss, affirming the following under the penalties of perjury state:

I am editor and publisher of the *Hendersonville Lightning*, a newspaper published, issued and entered as periodical mail in the City of Hendersonville, County of Henderson and State of North Carolina. I hereby certify that the advertisement annexed hereto was published in the editions of the *Hendersonville Lightning* on the following date or dates:

2/20/19

And that the said newspaper in which such notice, paper, document or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and is a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 20th day of February, 2019.

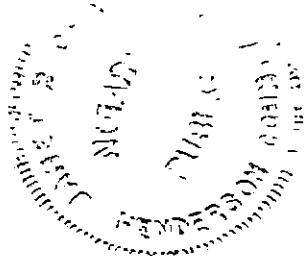
(Signed)

Sworn to and subscribed before me this 20th day of February, 2019.

Janet R. Chapin

Notary Public

My commission expires December 11, 2019.



ADVERTISEMENT FOR SEALED BIDS HENDERSON COUNTY PUBLIC NOTICE

The County will accept sealed bids for the furnishing of (2) prime mover vehicles as specified until 3:00 PM EST, Friday, March 1, 2019 at the Henderson County Finance Department, 113 North Main Street, Hendersonville, NC 28792 where the bids will be publicly opened and read aloud. Bids must be sealed and visibly labeled as "Formal Bid: (2) Prime Mover Vehicles". This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management. The vehicles must conform to the specifications provided and will be awarded based upon the lowest responsive responsible bidder standard. A copy of the bid package may be obtained from the Henderson County Finance Department between the hours of 9:00 AM and 4:00 PM, Monday through Friday, excluding Holidays, or on Henderson County's website at <https://www.hendersoncountync.gov/search/site/bids>. Bidders with questions regarding vehicle specifications or the bid process may be referred to Doug Guffey, Purchasing Agent, at 828-694-5023. Henderson County reserves the right to reject any and/or all bids received, or