



KING GEORGE COUNTY, VIRGINIA

**REQUEST FOR PROPOSAL**

ISSUE DATE: 10/26/2007

RFP # 11162007-1500

TITLE: CUSTOM TACTICAL VEHICLE

Sealed Proposals will be received until **November 16, 2007 at 3:00 PM.** for furnishing the vehicle described herein. Late, facsimile and/or electronic proposals will **not** be accepted. All inquiries must be directed to:

**Kelly S. Dixon, CPPB – Procurement Manager**

**Phone: (540) 775-8575**

**Fax: (540) 775-7692**

**E-Mail: kdixon@co.kinggeorge.state.va.us**

**PROPOSALS SHALL BE DELIVERED TO:**

**King George County Procurement Manager  
10459 Courthouse Drive, Suite 201  
King George, VA 22485**

King George County does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

**Name and Address of Firm/Individual Submitting Proposal:**

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

\_\_\_\_\_ **By:** \_\_\_\_\_

Signature In Ink

\_\_\_\_\_ **Print/Type**

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

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

**E-mail Address** \_\_\_\_\_

**Questions:** All questions must be submitted in writing directly to the King George County Procurement Manager at the address referenced above no later than 1:00 PM, November 7, 2007. Questions may be sent by fax or email.



**KING GEORGE COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS # 11162007-1500  
CUSTOM TACTICAL VEHICLE**

**INTRODUCTION**

This Request for Proposals (RFP) plus the resulting contract shall be consistent with and governed by the King George County Purchasing Ordinance and has been prepared in accordance with the Virginia Public Procurement Act.

**1.0 PURPOSE OF THE REQUEST:**

King George County, Virginia, a political subdivision of the Commonwealth of Virginia and a body politic, (County), herein referred to as KGC, desires to engage the services of a qualified customized vehicle firm to provide the custom tactical vehicle detailed under the Scope of Work/Vehicle Specifications. KGC intends to enter into a contract with the selected Offeror using its standard Services Agreement. A sample Services Agreement is attached to this Request for Proposals as EXHIBIT A.

**2.0 SCOPE OF WORK/VEHICLE SPECIFICATIONS:**

**2.1 Scope**

The attached (EXHIBIT A) specification outlines the minimum requirements for a custom manufactured Special Operations and Tactics Vehicle to be utilized by the King George Sheriff's Office. The vehicle will be utilized in the most severe of conditions and must be designed and constructed for its intended use. While all efforts have been made to fully detail the construction materials, methods, and equipment required, it remains the vendor's responsibility to choose components that will provide maximum performance, service life, and safety and not just meet the minimum requirements. Due to the weight of the equipment and the sometime harsh service conditions, METAL FRAMEWORK AND CUSTOM MANUFACTURED HEAVY DUTY STEPS, RUNNING BOARDS, HAND RAILS, ETC..., ARE REQUIRED. Commercially available running boards, rails, and steps for RV Style Vans are not acceptable. Offers submitted and based on the use of lighter duty constructed commercial items designed for the general public will not be considered. The Vendor will supply any item necessary for the normal and intended use of the vehicle even if it is not fully detailed by the specifications.

**3.0 QUALIFICATION REQUIREMENTS:**

Qualification requirements for the project shall include, but not be limited to, the following:

**3.1 Statement Of Qualifications Submittal Contents**

Interested Offerors shall submit five (5) copies of their Proposal, with one (1) marked as "Original". Proposals should be as thorough and detailed as possible so that King George County may properly evaluate the Offeror's capabilities to provide the required vehicle. Proposals shall be submitted on 8-1/2" x 11" paper, and prepared simply and concisely.

Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. Each Offeror's proposal **shall be** organized in the sequence outlined in Section 16.0 of this RFP.

All proposals shall be signed by an officer or employee authorized to bind the Offeror/firm contractually.

Page 1 of this RFP must be completed and submitted with your proposal.

**4.0 PROJECT SCHEDULE:**

Offeror shall include a proposed project schedule with his/her proposal. This will be a factor in the award decision.

**5.0 QUESTIONS:**

Questions concerning general and/or technical details of the project, or this RFP, shall be submitted in writing (email, fax, USPS, or mail delivery service) to:

Kelly S. Dixon, CPPB - Purchasing Manager  
King George County  
10459 Courthouse Dr., Suite 201  
King George, VA 22485  
(540) 775-1657  
(540) 775-7692 (fax)  
Email: kdixon@co.kinggeorge.state.va.us

**Potential Offerors are required to submit any and all questions in writing. Written responses, including the questions, will be provided to all Offerors via an official Addendum. Verbal responses shall not be recognized.**

**6.0 DECISION NOT TO RESPOND:**

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. KGC is very interested in learning whether issues with the solicitation process have discouraged responses, or whether there are other reasons.

Accordingly, if your firm elects not to submit a proposal, we ask that you complete and return Page 1 of the RFP package with a statement as to why you are unable or unwilling to respond.

**7.0 AWARD OF CONTRACT:**

KGC, in its sole opinion, reserves the right to reject any and/or all proposals, to waive informalities and to negotiate a Contract with the selected Offeror. KGC reserves the right, in its sole opinion, to reject any proposal it believes would not be in its best interest.

**8.0 TERMINATION:**

KGC shall have the right to terminate at KGC's convenience, with or without cause, any contract resulting from this RFP by specifying the date of termination in a written notice

**9.0 PROPOSAL REQUIREMENTS:**

All information requested must be supplied in writing in order for KGC to consider the Proposal complete.

**10.0 EFFECT OF PROPOSAL SUBMISSION:**

Submission of a proposal shall constitute an agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any contract negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal, and labeled "Clarifications and Exceptions".

By submitting a proposal, the Offeror agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for, or have to right to, cancellation of or relief from the contract because of any misunderstanding or lack of information.

**11.0 DUE DATE AND COPIES RETURNED:**

**Responses are due no later than, November 16, 2007 at 3:00 P.M. local time.** Proposals must be received by the Purchasing Office prior to, or by the date/time noted above. KGC will not accept proposals after that date and time. Proposals received in the Purchasing Office after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror.

It shall be the Offeror's responsibility to ensure his/her proposal has been received by the Purchasing Office on or before the deadline published above. KGC is not responsible for delays in the Postal service or other methods of delivery.

Offerors shall submit five (5) copies of their technical proposal with one marked "Original". Each copy of the proposal shall be bound or contained in a single volume where practical.

Offerors shall deliver sealed proposals to:

King George County  
Attn: Procurement Manager  
10459 Courthouse Dr, Suite 201  
King George, VA 22485

No other proposal distributions by the Offeror shall be permitted.

**12.0 CONFLICTS OF INTEREST:**

This solicitation is subject to the provisions of Section 2.2-3100 et seq., Virginia Code, "the Virginia Conflicts of Interest Act". No member of the Board of Supervisors, King George Sheriff's Department, School Board, or any employee of KGC, or the spouse or any other relative who resides in the same household, may be a primary or sub-contractor in connection with any bid or proposal, or have a personal interest therein as defined by 2.2-31-1, Virginia Code.

**13.0 COLLUSION:**

All submitted proposals shall be made without collusion or fraud. This includes a prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements. Collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards.

**14.0 OWNERSHIP:**

KGC requires all Offerors submitting proposals to indicate their form of organization and current principal place of business.

**15.0 CONFIDENTIALITY:**

Proprietary information that is submitted must be clearly identified as such at the time of submission (The Virginia Freedom of Information Act (FOIA), § 2.2-3700 et. seq. of the Code of Virginia). A written request identifying the information to be protected, and reason why protection is sought, shall accompany the proposal submission.

**16.0 PROPOSAL FORMAT INSTRUCTIONS:**

KGC is not responsible for failure to locate, consider and evaluate qualification factors presented outside of the format identified below. Proposals that do not meet the KGC proposal submittal guidelines listed below may be excluded from the evaluation process.

KGC will utilize the evaluation process and selection criteria described in Section 19.0 of this RFP. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections:

16.1 **Page 1 of this RFP:**

Page 1 of this RFP must be completed and included with the proposal.

16.2 **Cover Letter:**

The cover letter shall confirm the Offeror's understanding of this RFP, and has a general understanding of the project. The cover letter shall also clearly identify the project, and solicitation number, the submission is for.

16.3 **Experience:**

The purpose of this section is to provide KGC with an overview of the Offeror's firm and also demonstrate the qualifications of the firm to support the tactical vehicle project if selected.

16.4 **Project and Management Approach:**

The Offeror shall demonstrate their approach to the project and an understanding of the work to be performed. The Offeror shall also demonstrate how the necessary resources will be allocated and managed to complete the work within the agreed upon timetable. The Offeror may also discuss design alternatives applicable to the project.

16.5 **Representative Projects:**

The Offeror's proposal shall list and describe any previously completed projects that are similar in size and scope, and representative of, the requirement identified in this RFP.

16.6 **Proposed Project Schedule:**

Offeror to provide a proposed project schedule/time line.  
(This will be a factor in making an award.)

**16.7 References:**

Provide the current name, address, and telephone number of at least five (5) references the Offeror has served in the past three (3) years to whom the Offeror/firm provided the same or similar customized tactical vehicles as requested herein. Indicate the Scope of Work provided for each reference.

**17.0 NON-DISCRIMINATION:**

King George County does not discriminate against faith-based organizations or any Offeror because of race, religion, color, sex, national origin, age, or disability in the procurement of services, or supplies.

**18.0 SELECTION OF CONTRACTOR:**

This section of the RFP outlines KGC's process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

**18.1 Approving Authority:**

The approving authority for this RFP is King George County, Virginia.

**18.2 Selection Committee:**

KGC will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of an Offeror to the King George County Board of Supervisors.

**18.3 Interview:**

Based on the results of proposal evaluation by the Selection Committee, the highest rated Offerors may be invited by the KGC Purchasing Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed customized tactical vehicle and/or the Offeror's qualifications.

Interviews will be conducted at a location selected by KGC as provided by law.

Presentations by the selected Offerors during the interviews shall not exceed forty-five (45) minutes in length, followed by a question/answer period not to exceed thirty (30) minutes in length. The selected Offerors may use any presentation method deemed by the Offeror to be most effective.

**18.4 Basis For Award:**

The Selection Committee will base its award recommendation on the "Evaluation Criteria" set forth in this RFP.

The Award will be made to the responsible Offeror whose technical proposal, costs, and resulting contract is most advantageous to KGC. If KGC is unable to come to agreement with the highest ranked Offeror during negotiations, the negotiations will be terminated and the Offeror ranked second shall be selected for negotiations. This process will be followed until a contract satisfactory to KGC can be made.

Should KGC determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

**19.0 EVALUATION CRITERIA:**

The Selection Committee will base its initial and final evaluation on the following criteria:

<u>Maximum Points</u>	<u>Evaluation Criteria</u>
20	Qualifications and experience of firm
20	Adherence to the Scope of Work/Vehicle Specification
20	Cost proposal
20	References
15	Proposed delivery schedule
<u>05</u>	Location of Offeror
100	

The KGC Purchasing Manager may arrange for discussion with Offerors submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to provide the required customized tactical vehicle. The Selection Committee and/or its representative(s) reserve the right to inspect the Offeror's physical premise prior to making a final selection.

**20.0 OWNERSHIP OF DOCUMENTS:**

The Offeror shall provide KGC with documents bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with KGC's word processing and AutoCAD hardware and software.

All documents, including computer disks, submitted in response to this solicitation shall become the property of KGC. All documents, including computer disks, prepared in conjunction with, and relating to, the project detailed in this solicitation and resulting contract shall become the property of KGC upon final payment of all fees to the Contractor as forth for in the contract.

**21.0 PRIME CONTRACTOR:**

The successful Offeror (Contractor) shall assume full responsibility for the complete effort as required by this RFP whether work is performed by the Contractor or sub-contractors. The selected Offeror shall be the sole point of contact for KGC with regard to all contractual responsibilities.

## **22.0 CONTRACT DEVELOPMENT:**

Once an Offeror is tentatively selected based on the "Evaluation Criteria" detailed in this solicitation, KGC reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, KGC may propose, in writing, a contract that amends the scope of the RFP or the Offeror's proposal prior to signing the contract. At the same time, this RFP and the Offeror's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, any addenda, and the Offeror's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactory proposed contract cannot be negotiated with the highest ranked Offeror, negotiations will be terminated. Negotiations shall then be undertaken with the Offeror rated second most qualified and so on until an agreement is reached with an Offeror.

## **23.0 STANDARD CONTRACT FOR SERVICES:**

Absent legal requirements, the award will be governed by the "Standard Professional Services Agreement" for this project. A sample contract is attached to this RFP as Attachment A.

Specific obligations of each party will be identified in the executed, contract. The Contractor's fee will be based on an agreed upon scope of work with man-hour requirements and billing rates for each task or sub-task set forth in the agreed upon scope of work.

## **24.0 PURCHASE ORDER:**

A purchase order will be enclosed with the resulting contract as needed.

## **25.0 ACCEPTANCE, INVOICING, AND PAYMENT:**

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the products or service is approved as acceptable by KGC.

The Contractor shall submit invoices detailing the services performed and completed to KGC. The invoice submittal shall provide sufficient information to justify the invoiced amount. Invoices that, in KGC's sole opinion, do not clearly detail services provided and completed shall be returned to the Contractor. A project status report shall be included with each invoice.

The Contractor's invoice shall cite the appropriate KGC purchase order and contract numbers.

KGC will make payment to the Contractor, net forty-five (45) days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services as verified by KGC.

## **26.0 INSURANCE:**

The successful Offeror shall comply with the insurance requirements set forth in the following numbered paragraphs and those required under the Commonwealth of Virginia statutory requirements. The Offeror's proposal shall clearly describe any desired exceptions to the insurance coverage required.

- 26.1 The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.
- 26.2 The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract five (5) days prior to work beginning. These certified copies will be sent to the KGC Procurement Manager from the Contractor's insurance agent or representative. Certificates of Insurance submitted to KGC shall have the corresponding contract/Agreement number noted on them.
- 26.3 The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following:
- 26.3.1 Worker's Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements (or that of the state in which the proposed vehicle is being customized), to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.
- 26.3.2 General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of KGC, against any or all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.
- 26.3.3 Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or his/her subcontractors in the performance of the work. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.
- 26.3.4 Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- 26.4 The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to KGC on request.
- 26.5 No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to KGC Purchasing Manager. The Contractor shall furnish the KGC Procurement Manager a new certificate to the KGC Procurement Manager prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to KGC Purchasing Manager.

- 26.7 Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, KGC shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to KGC for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- 26.8 Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.
- 26.9 Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude KGC from supervising and/or inspecting the project as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.
- 26.10 Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and KGC. The Contractor shall be as fully responsible to KGC for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
- 26.11 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 26.11 The Contractor, and all subcontractors, are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- 26.12 King George County shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

**27.0 NONDISCRIMINATION:**

During the performance of this contract, the Contractor agrees as follows:

- 27.1 The Contractor will not discriminate against any employee or applicant or employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 27.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 27.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 27.4 The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement

notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

27.5 For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

27.6 The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.