

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 103020

Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies



BOARD OF SUPERVISORS

**Woody Cline, Chairman
Tommie C. Martin, Vice Chairman
Tim R. Humphrey, Member**

COUNTY MANAGER

James Menlove



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
103020**

BID DUE DATE: Tuesday, December 8, 2020

TIME: 11:00 AM

DESCRIPTION: Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: BETTY HURST
COPPER BUILDING
1350 EAST MONROE GLOBE, ARIZONA 85501**

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: November 24, 2020 and December 1, 2020

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 951-3705

Signed: _____
Woody Cline, Chairman, Board of Supervisors

Date: _____

Signed: _____
The Gila County Attorney's Office

Date: _____

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BID NO. 103020

Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader for the Public Works Roads Division under Fleet Management in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 12-13, and Page 15-17 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

BID NO. 103020

Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

BID NO. 103020

Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 21.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

BID NO. 103020

Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies", "Bid No. 103020", "December 8, 2020" and "11:00 AM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**
- **No bids will be accepted after 11:00 A.M. AZ Time, Tuesday, December 8, 2020. Bids will be opened at 11:00 A.M., Tuesday, December 8, 2020.**

BID NO. 103020

Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

BID NO. 103020

Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

General Terms & Conditions continued...

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 22, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 103020 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 103020, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

Exhibit "B" Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time, or by giving **thirty** (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

BID NO. 103020

Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

Exhibit "B" Contract Award Agreement continued...

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

Exhibit "B" Contract Award Agreement continued...

Indemnification Clause

Vendor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Vendor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

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Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 103020

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies. This Invitation for Bid No. 103020 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2021. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2021, unless terminated, cancelled or extended as otherwise provided herein.**

SECTION 3.0

Ordering and Delivery:

- 3.1 ORDERING: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

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Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2021. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

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QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 103020 Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
 - a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.

Signature of Authorized Person to Sign

Printed Name

Title

BID NO. 103020
PRICE SHEET

DESCRIPTION: Two (2) 2021 Ford F350 XL, Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies
(Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model:

MINIMUM SPECIFICATIONS Two (2) 2021 Ford F350 XL, Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies	MEETS <u>MINIMUM</u> SPECIFICATIONS	
	YES	NO
99T: 6.7L V8 Turbo Diesel w/PTO Provision		
62R: Trans PTO Prov		
14000 lbs. GVWR		
TD8: LT245 BDW AS 17		
44G: 10-SPD Automatic		
F3H: F350 4x4 Chassis/Cab, 60" Cab to Axle Length		
145" Wheelbase		
Z1: Oxford White		
A: Vinyl 40/20/40		
S: Medium Earth Gray		
640A: Pref Equip Pkg		
XL Trim		
AMFM/MP3/CLK/SYNC; Bluetooth		
52B: Brake Controller		
65Z: AFT Axle Tank		
67A: 332 AMP Alternator		
872: Rear View Back Up Camera Kit		
Tubing Type Running Boards		
473: Snow-Plow Prep Pkg		
98R: Operator Command Regen		
AZ Legal Window Tint		
90L,525: Power Windows/Locks/Mirrors/Cruise Control		
512: Spare Tire/Wheel		
X4N: 4.10 Ltd Slip Differential		
41P: Skid Plates		
8' or 9' Dump Body with 12" Low Sides/Mesh Tarp		
51K: Heated Mirrors		
63A: Utility Lighting Group		
UPFITTING OF ACCESSORIES – SEE ATTACHED PRICE SHEET		
Remote Keyless Entry; Including 4 Entry and Ignition Keys/FOBS as Required for Entry and Operation		

SUB-TOTAL AMOUNT		
OTHER COSTS-Listed		
SALES TAX		
TOTAL AMOUNT OF DELIVERED VEHICLE		
	\$	
	\$	
	\$	
	\$	

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ

Estimated Date of Delivery prior to June 30, 2021: _____

Vendor Name: _____ **Vendor Phone**

BID NO. 103020
PRICE/SPECIFICATION SHEET

DESCRIPTION: Upfitting Two (2) 2021 Ford F350 XL, Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

(Build Sheet Must Accompany Proposal)

MINIMUM SPECIFICATIONS Upfitting of Two (2) 2021 Ford F350 XL, Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies	QUANTITY	MEETS <u>MINIIMUM</u> SPECIFICATIONS	
		YES	NO
Snowplow			
020-744850 Western 8.5 MVP3 Blade Assy	2		
020-312700 Western Ford Mount Assembly	2		
020-743000 Western AQ&L Box for MVP3	2		
72530 Western Light Kit	2		
74973 Western Headlamp Harness	2		
020-290700 Western 3 Port Module	2		
020-96400 Western Joystick	2		
Install MVP Snow Plow			
Spreader			
1400460SSE Buyers SaltDogg 2.75 Cubic Yard Electric Motor Stainless Steel Mid-Size Hopper Spreader	2		
1496505 Buyers Tie Down Kit	2		
Install Spreader			
SUB – TOTAL AMOUNT	\$		
OTHER COSTS	\$		
SALES TAX	\$		
TOTAL AMOUNT OF DELIVERED VEHICLE	\$		

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Estimated Date of Delivery prior to June 30, 2021: _____

Vendor Name: _____ **Vendor Phone Number:** _____

**AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

(Name of Individual) being first duly sworn, deposes and says:

That he is

(Title)

of _____ and
(Name of Business)

That he is bidding on **Gila County Bid No. 103020 - Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies and,**

That neither he nor anyone associated with the said _____

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public

My Commission expires:

BID NO. 103020

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

.....I am unable to certify the above statements. My explanation is attached

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Vendor shall further ensure that each Subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of Vendor’s or any Subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.

Vendor shall advise each Subcontractor of County’s rights, and the Subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor’s books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor’s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be “non-responsive” and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
CERTIFICATION REGARDING DEBARMENT	_____
PRICE SHEETS	_____
NO COLLUSION AFFADAVIT	_____
LEGAL ARIZONA WORKS ACT COMPLIANCE	_____
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2020

 VENDOR:

 BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 103020 Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60” Cab to Axle Length, 4x4 with 8’ or 9’ Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before December 8, 2020, 11:00 A.M.

BID NO. 103020

Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Vendor submitting this bid.

CONTRACT NUMBER: 103020 Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

Firm Submitting Bid:

For clarification of this offer, contact:

Company Name

Name: _____

Address

Phone No.: _____

City State Zip

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

BID NO. 103020

Purchase of two (2) Ford F-350 XL Regular Cab Chassis (DRW), 60" Cab to Axle Length, 4x4 with 8' or 9' Dump Bed with Low Drop Sides and Upfitting of Snowplows and Spreader Assemblies

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 103020 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 103020**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2020

GILA COUNTY BOARD OF SUPERVISORS:

Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office