GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 071911-1

NEW SUV SPECIAL SERVICE VEHICLE
NEW 6/7 PASSENGER MINI-VAN

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

County Manager
Don E. McDaniel Jr.

TABLE OF CONTENTS

CONTENT	PAGE
Solicitation	**2**
Scope of Work	**3**
Exhibit "A"; Instructions to Vendors	**4-6**
Preparation of Sealed Bid	4
Amendments	6
Inquires	5
Late Proposals	5
Submittal Bid Format	5
General Terms and Conditions	**7-8**
Acceptance Contract/Agreement	7
Protests	7
Laws & Ordinances	8
Exhibit "B" Contract Award Agreement	**8-10**
Overcharges by Antitrust Violations	8
Authority to Contract	8
Contract Amendments	8
Contract Default	8
Right of Assurance	9
Costs & Payments	9
Co-op Intergovernmental Purchasing Agreement	9
Cancellation of County Contracts	9
Termination of Contract	9
Exhibit "C"; Minimum Product Specifications/Information	**11-12**
Section 1.0; General Purpose	11
Section 2.0; Bid Pricing	11
Section 3.0; Order and Delivery	12
Qualification and Certification Forms	**13**
Price Sheet	**14-15**
No Collusion Affidavit	**16**
Legal Arizona Workers Act Compliance	**17**
Vendor Checklist	**18**
Offer Page	**19-20**

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 E. Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
071911-1

BID DUE DATE: **September 8, 2011** **TIME: 11:00 AM**

DESCRIPTION: **New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van**

Bid Opening & Submittal Location: **GILA COUNTY PROCUREMENT**
(Board Conference Room)
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

In accordance with A.R.S. §41-2533, 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)402-8612.

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 bid proposals, or to accept any bid proposal, or to waive any informality in any bid 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 Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: August 24 and 31, 2011

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)200-1580

Signed: _____ Date: 8/15/11
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 8/15/11
Michael A. Pastor, Chairman, Board of Supervisors

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of one (1) or more New Full Size 4 Door 4x4 SUV Special Service Vehicle(s) and New Extended Length 6/7 Passenger Mini-Van(s) to be used by the Gila County Fleet Department.

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.

See attached: **Exhibit "C") Pages 11-12, and 14-15 as specified on Price Sheet for total price being proposed**.

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

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 Proposal

A. Sealed Bids will be received by the Gila County Public Works Division, from individuals and vendors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bid proposals only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bid proposals 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 Proposal and Qualification Form 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 Proposal 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 the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications 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/Offer Page at time and place of opening shall be grounds for automatic disqualification of the vendor(s) from further consideration.

D. The names of all persons authorized to sign the Proposal 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 Proposal.

F. No alterations in Proposals, 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:

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 18.

Failure to indicate receipt of addenda in the above manner may result in a bid proposal being rejected as non-responsive.

Inquires

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 a 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 Proposal and may not be opened until after the official IFB due date and time. Questions received less than three (3) working days prior to the date for opening Proposals 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.

A. Bid results ARE NOT provided in response to telephone inquires or email requests. A tabulation of bids received is on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids will be returned unopened. Late bids shall not be considered. Any Vendor submitting a late bid shall be so notified.

Submittal Bid Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, 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 Proposal, 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, Stated, 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 proposal. Delivery charges may differentiate depending on geographical location.

2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

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 Vendors discovers and corrects such errors prior to the Proposal deadline.

All bids shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Vendor. The words "SEALED BID" with Title "NEW SUV SPECIAL SERVICE VEHICLE & New 6/7 PASSENGER MINI-VAN", Bid No., "071911-1", Date "SEPTEMBER 8, 2011", and TIME "11:00 AM" of Bid opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.

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 Proposals; or portions thereof; or
      3. Reissue a Request for Proposal.

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 <u>may</u> 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 proposal 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.

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" VENDOR AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals 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 18, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification forms(s) pages 13.

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 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. 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 and shall prevail over any and all previous agreements, contracts, proposals, 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 County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/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.

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 by mutual written consent, 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.

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/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 and/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 and/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.

Proposal Evaluation Process

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

General

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

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Vendor submitting this request.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 071911-1

Purpose:

It is the intent of Gila County to establish, by this Invitation for Bids, the contract to purchase one or more New 4 Door 4x4 SUV Special Service Vehicle(s) and New Extended Length 6/7 Passenger Mini-Van(s)

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

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 proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein. The Vendor agrees that Gila County shall have the right, at its sole option, to renew the contract for one (1) additional year period. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. Pricing for any extensions of the contract beyond 12 months will be the Vendor's invoiced cost per unit.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order quantity of any equipment prior to actual need. Gila County's Public Works personnel may re-order equipment 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, 1400 East Ash Street, 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.

3.3 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.

QUALIFICATION AND CERTIFICATION FORMS

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 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:
   Chapman Auto Center
   100 N Beeline Hwy
   Payson, AZ 85541 928-474-5261

2. Had 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 Proposal 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

Lynn Wilkes
Printed Name

Sales + Leasing
Title

PRICE SHEET

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name/Phone #: CHAPMAN AUTO CENTER 928-474-5261

Vehicle Year/Make/Model: 2012 CHEV. TAHOE 4DOOR 1500 4WD

MINIMUM SPECIFICATIONS New Full Size 4x4 SUV Special Service Vehicle	MEETS MINIIMUM SPECIFICATIONS YES	NO
Exterior: Solid White	✓	
Interior: Light Color		✓
Cloth Covered Front Bucket Seats without Console	✓	
Vinyl Covered Rear Bench Seat	✓	
Power Features: Door Locks	✓	
Windows	✓	
Mirrors	✓	
Driver Seat	✓	
Steering	✓	
4 Door	✓	
Keyless Entry	✓	
Cruise Control	✓	
Tilt Steering Wheel	✓	
AM / FM Clock (CD) Radio / Stereo	✓	
5.3L Gas Engine	✓	
Four Wheel Drive 4x4	✓	
Automatic Transmission	✓	
Locking Differential	✓	
A/C – in Front and Rear	✓	
Front Tow Hooks	✓	
Trailer Tow Package (Receiver Hitch, Engine Oil Cooler, Transmission Cooler)	✓	
Skid Plate Package	✓	
All Terrain Tires (LT) with Full Size Spare Tire	✓	

SUB-TOTAL AMOUNT	$ 30,845 .42
SALES TAX	$ 2,998 .17
TOTAL AMOUNT OF DELIVERED VEHICLE	$ 33,843 .59

*Delivery Location: Fleet Department, 1400 East Ash Street, Globe, AZ 85501

Estimated Date of Delivery: 6-8 weeks after receipt of purchase order
(Note: Delivery date may be a factor in Bid award.)

PRICE SHEET

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name/Phone #: Chapman Auto Center 928-474-5261

Vehicle Year/Make/Model: 2012 Dodge Caravan 4DR SE

MINIMUM SPECIFICATIONS New Extended Length 6/7 Passenger Mini-Van	MEETS MINIIMUM SPECIFICATIONS YES	NO
Exterior: Solid White	✓	
Interior: Gray or Tan Light Color Cloth Covered Seats	✓	
Power Features: Door Locks	✓	
Windows	✓	
Mirrors	✓	
Driver Seat	✓	
Steering	✓	
Front and Rear A/C and Heath	✓	
Tilt Steering Wheel	✓	
Dual Sliding Doors	✓	
Third Row Bench Seat	✓	
Second Row Bucket or Bench Seat	✓	
Remote Keyless Entry	✓	
Cruise Control	✓	
AM / FM Clock (CD) Radio	✓	
V6 Gas Engine	✓	
Automatic Transmission	✓	
Tinted Glass	✓	

SUB-TOTAL AMOUNT	$ 21203.-
SALES TAX	$ 2060.93
TOTAL AMOUNT OF DELIVERED VEHICLE	$23,263.93

*Delivery Location: Fleet Department, 1400 East Ash Street, Globe, AZ 85501

Estimated Date of Delivery: 6-8 weeks after receipt of purchase order
(Note: Delivery date may be a factor in bid award.)

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

STATE OF ARIZONA)
)ss
COUNTY OF: Gila)

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

That he is Sales + Leasing
(Title)

of Chapman Auto Center and
(Name of Business)

That he is bidding on **Gila County BID NO. 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van** and,

That neither he nor anyone associated with the said Chapman Auto Center.
(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.

Chapman Auto Center
Name of Business

By

Sales + Leasing.
Title

Subscribed and sworn to before me this 7th **day of** September, **20**11.

Sandra K Smith
Notary Public

My Commission expires:
02/15-SKS 14/2015

OFFICIAL SEAL
SANDRA K. SMITH
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires Feb. 14, 2015

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, 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, (subject to County approval if MWBE preferences apply) 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 insure 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

Lynn Waters

Printed Name

9/2/14

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	✓
PRICE SHEET	✓
NO COLLUSION AFFADAVIT	✓
LEGAL ARIZONA WORKS ACT COMPLIANCE	✓
OFFER PAGE	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Date	9/9/11	9/7/11	9/7/11	9/7/11	9/7/11

Signed and dated this 7 day of September, 2011

Chapman Auto Center
VENDOR:

[illegible]
BY:

Each proposal 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. 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van. All proposals shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before September 8, 2011, 11:00 AM.

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 proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal 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 proposal to, or in any way colluded with, the Vendor submitting this proposal.

Pursuant to A.R.S. §35-397 the Vendor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

CONTRACT NUMBER: 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van

Firm Submitting Proposal:

Chapman Auto Center
Company Name

100 N. Beeline Hwy
Address

Payson AZ 85541
City State Zip

For clarification of this offer, contact:

Name: Lynn Waters

Phone No.: 928-474-5261

Fax 928-472-4478

Email: lynnwaters@chapmanchoice.com

Lynn Waters
Signature of Authorized Person to Sign

Lynn Waters
Printed Name

Sales + Leasing
Title

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

Offer Page continued...

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor ____Chapman Auto Center_____ is now bound to provide the materials or services listed in Invitation for Bid No.: 071911-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as __Contract No. 071911-1__. 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.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2011

_____

Michael A. Pastor, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

QUALIFICATION AND CERTIFICATION FORMS

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 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:
   McSpadden Ford Inc
   1001 N Broad.
   Globe AZ 85501 (928)425-3157

2. Had Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes ___X___ 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 ___X___ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendor's 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 ___X___ 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 Proposal 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.

Lisa Welenge
Signature of Authorized Person to Sign

Lisa Welenge
Printed Name

General Sales Manager
Title

PRICE SHEET

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name/Phone #: McSpadden Ford Inc (928)425-3157

Vehicle Year/Make/Model: 2012 Ford Expedition

MINIMUM SPECIFICATIONS **New Full Size 4x4** SUV Special Service Vehicle	MEETS MINIIMUM SPECIFICATIONS YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Bucket Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
4 Door	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM / FM Clock (CD) Radio / Stereo	X	
5.3L Gas Engine	X	
Four Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential		X
A/C – in Front and Rear	X	
Front Tow Hooks	X	
Trailer Tow Package (Receiver Hitch, Engine Oil Cooler, **Transmission Cooler)**	X	
Skid Plate Package	X	
All Terrain Tires (LT) with Full Size Spare Tire	X	

SUB-TOTAL AMOUNT	$26425.25
SALES TAX	$2308.31
TOTAL AMOUNT OF DELIVERED VEHICLE	$28733.56

*Delivery Location: Fleet Department, 1400 East Ash Street, Globe, AZ 85501

Estimated Date of Delivery: 6-8 weeks from order
(Note: Delivery date may be a factor in Bid award.)

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

Lisa Wielenga
(Name of Individual) being first duly sworn, deposes and says.

That he is General Sales Manager
(Title)

of McSpadden Ford Inc and
(Name of Business)

That he is bidding on Gila County BID NO. 071911-1 New **SUV Special Service Vehicle & New 6/7 Passenger Mini-Van** and,

That neither he nor anyone associated with said McSpadden Ford Inc
(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.

McSpadden Ford Inc
Name of business

Lisa Wielenga
By

General Sales Manager
Title

Subscribed and sworn to before me this 6 day of September, 2011.

Kim McSpadden
Notary Public

My Commission expires:
Jan 5, 2015

OFFICIAL SEAL
KIM McSPADDEN
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires Jan. 5, 2015

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, 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, (subject to County approval if MWBE preferences apply) 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 insure 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.

Lisa Wielenge
Signature of Authorized Representative

Lisa Wielenge
Printed Name

General Sales Manager
Title

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 proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal 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 proposal to, or in any way colluded with, the Vendor submitting this proposal.

Pursuant to A.R.S. §35-397 the Vendor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

CONTRACT NUMBER: 071911-1 New SUV Special Service Vehicle & **New 6/7 Passenger Mini-Van**

Firm Submitting Proposal:

McSpadden Ford.
Company Name

1001 N Broad.
Address

Globe AZ 85501
City State Zip

For clarification of this offer, contact:

Name: Lisa Wielange

Phone No.: (928) 425-3157

Fax: (928) 425-9390

Email: McSpaddensales@cableone.net

Lisa Wielange
Signature of Authorized Person to Sign

Lisa Wielange
Printed Name

General Sales Manager
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor McSpadden Ford Inc. is now bound to provide the materials or services listed in Invitation for Bid No.: 071911-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 071911-1. 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.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2011

_____

Michael A. Pastor, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**