

**GILA COUNTY**

**NOTICE OF INVITATION FOR BID**

**BID CALL 110111-1**

**NEW 10 WHEEL DUMP TRUCK**

**BIDDER'S INFORMATION  
CONTRACT DOCUMENTS AND SPECIFICATIONS**



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

**\*County Manager\***  
Don E. McDaniel Jr.



GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID

1400 E. Ash Street  
Globe, Arizona  
85501

SOLICITATION NUMBER  
110111-1

BID DUE DATE: January 6, 2012

TIME: 11:00 AM

DESCRIPTION: New 10 Wheel Dump Truck

Bid Opening Location: GILA COUNTY  
BOARD CONFERENCE ROOM #257  
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

Bid Submittal Location: GILA COUNTY PROCUREMENT, 1400 E. Ash St., Globe, AZ 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: December 14 and 21, 2011

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Consolidated Roads  
Phone Number: (928)200-1580

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

Date: 12 6 2011

Signed: Tommie C. Martin  
Tommie C. Martin, Chairman, Board of Supervisors

Date: 12/6/11

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**GENERAL SCOPE OF WORK**

It is the intent of this solicitation to award a contract for the purchase or lease purchase of one or more New 10 Wheel Dump Truck for the Gila County Consolidated Roads Department.

**See Minimum Specifications pages 12-16 and Price Sheet pages 18-19 for total price being proposed.**

Vendors who agree to provide the Minimum Proposal 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 Procurement, 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 22.

*Instructions to Vendors continued.....*

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 seven (7) 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. An offeror shall not rely on verbal responses to inquires. A verbal reply to an inquiry does not constitute a modification of the solicitation.

- 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 Office and will be available for review after contract award.

**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) copies (2 TOTAL) with original signatures on all two (2) 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, 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 proposal. Delivery charges may differentiate depending on geographical location.

*Instructions to Vendors continued.....*

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

**All bids shall be submitted in a sealed envelope.**

- A minimum of Two (2) copies with original signatures on both copies shall be provided by the Vendor.
- The words "Invitation for Bid" with Title "New 10 Wheel Dump Truck", Bid No., "110111-1", Date "January 6, 2012", 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 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 proposal 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.

*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" 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 23, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification forms(s) pages 17.

**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.

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*General Terms & Conditions continued.....*

- 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: 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.

Payment of Taxes: The Vendor shall be responsible for paying all applicable taxes.

**Invoicing**

Each invoice shall include at a minimum:

- Description of equipment
- Vehicle Identification Number (VIN) or Serial Number
- Purchase Order Number

Original invoice shall be sent to the Gila County Accounts Payable office at 1400 E. Ash St., Globe, AZ 85501. Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of the item within (30) calendar days after the requesting department has conducted the necessary reviews and inspections as described herein. DELIVERY OF THE ITEM PROVIDED TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE.

**Risk and Liability**

The Contractor shall bear all loss of conforming material covered under this contract until received by authorized personnel at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason for force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood;

*General Terms & Conditions continued.....*

lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

#### **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.

#### **Liens**

The Supplier warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

#### **Quality**

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the County of the materials, they shall be:

- Of a quality to pass without objection in the trade under the Contract description;
- Fit for the intended purposes for which the materials are used;
- Within the variations permitted by the Contract are of even kind, quantity, and quality within each unit and among all units; and
- Conform to the written promises of affirmations of fact made by the Contractor.

#### **Fitness**

The Contractor warrants that any material supplied to the County shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the contract.

*General Terms & Conditions continued.....*

**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.

**General**

After receipt of all 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.

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## MINIMUM SPECIFICATIONS

### **EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: New 10 Wheel Dump Truck**

**Purpose:** It is the intent of Gila County to establish, by this Request for Proposals, the contract to purchase a 10 Wheel Dump Truck.

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 a **New 10 Wheel Dump Truck** during 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 the period the services are performed, canceled or extended as otherwise provided herein. Profit costs for extensions(s) may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval prior to any such extension.

#### **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:** Fleet Management Department, 1400 E. Ash St., Globe, AZ 85501. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract.

*Minimum Specifications continued.....*

- 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.

**SECTION 4.0****Minimum Specifications**

Listed below are the desired specifications for a new 10 wheel dump truck. Any exceptions to the specifications must be explained.

Set Back Axel  
 White Exterior: Dump body primed and painted to match  
 58,000 Gross Vehicle Weight (GCVW)  
 Air Condition  
 Power Steering  
 Air Shift Power Take Off (PTO): Tail gate controls within drivers reach  
 Right and Left Hand Grab Handles  
 Air Suspension Drivers Side Seat  
 AM/FM Radio  
 370-400 Horse Power  
 Jake Brake or Equivalent  
 Silicon Water Hoses Where Possible  
 Right Side Vertical Exhaust with Turnout Tip  
 Steel 50-75 Gallon Drivers Side Step Tank  
 Air Dryer  
 18,000 Pound Steer Axel with Wet Bearings  
 Steel Front Hubs  
 40-44,000 Pound Rear Axel  
 4.10-4.44 Ratio Depending on Performance Calculations  
 11-22.5 Michelin 14ply Rear Tires or Equivalent  
 315 80 22.5 20ply Michelin Front Tires or Equivalent  
 52" Hendrickson or Equivalent  
 10 Speed Eaton RTO14980LL with Low and Overdrive: Synthetic oil fill or equivalent  
 Hot Shift PTO Spicer/Chelsea (No Muncie): Direct mount hydraulic pump S-Cam brakes on all axels  
 16 Foot Crysteel Fortress or Williams Rock Body or Equivalent  
 Half Cab Guard  
 4" I Beam Cross Sills on 16" Centers or Equivalent  
 ¼" A/R Floor and Sides or Equivalent  
 5 (per side) Boxed Vertical Side Bracing: Full depth corner posts or equivalent  
 Air Lift Tail Gate  
 ¼" / 6" X 12" Spread Apron  
 Right Side Frame Mounted 36" Lockable Weather Tight Chain Box  
 33 Ton Pintle Hook with ¾" Plate, Trailer Wiring and Glad Hands  
 All Required Department of Transportation (DOT) Lighting, safety equipment and signage

*Minimum Specifications continued.....*

### **Manuals**

The Contractor shall furnish the following manuals, in paper or CD format, costs of these manuals are inclusive of the contracted price:

- Operators Manual
- Parts Manual
- Service & Repair Manual

The manuals and schematics supplied shall provide complete and comprehensive information on all equipment components and accessories, as supplied to comply with this Specification.

### **General Requirement**

Item shall be complete with all equipment and accessories necessary for safe and efficient operation.

It is intended that the vendor in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item will be subjected. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The item shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

### **Indemnification Clause**

Contractor 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 Contractor 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 contractor 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

### **Insurance Requirements**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or

subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor**".

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Purchasing Department, 1400 E. Ash St., Globe, Arizona, 85501**, and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Purchasing Department, 1400 E. Ash St., Globe, Arizona, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**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 110111-1 New 10 Wheel Dump Truck**

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:  
FREMINGTON STERLING WESTERN STAR OF ARIZONA  
1230 S. AKIMEL LA  
CHANDLER AZ 85226
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 prior to contract expiration (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  
JIM ROSS  
Printed Name  
NEW TRUCK SALES  
Title

**PRICE SHEET**

Complete and Return this form for the total price being proposed.

Gila County is requesting prices for Cash purchase and Lease/Purchase if available.

Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page. If the equipment does not conform to a Specification state the variance from the Specification.

Vendor Name: FREIGHTLINER STERLING WESTERN STAR of ARIZONA Phone #: 480-282-4014

Equipment Make & Model: FREIGHTLINER 114SD w/ WILLIAMSON ROCK DUMP BODY

New 10 Wheel Dump Truck Minimum Specifications	Meets Specifications	
	YES	NO
Set Back Axle	✓	
White Exterior: Dump body primed and painted to match	✓	
58,000 Gross Vehicle Weight (GCVW)	✓	
Air Condition	✓	
Power Steering	✓	
Air Shift Power Take Off (PTO): Tail gate controls within drivers reach	✓	
Right and Left Hand Grab Handles	✓	
Air Suspension Drivers Side Seat	✓	
AM/FM Radio	✓	
370-400 Horse Power	✓	
Jake Brake or Equivalent	✓	
Silicon Water Hoses Where Possible (GATES BLUE STRIPE)	✓	
Right Side Vertical Exhaust with Turnout Tip	✓	
Steel 50-75 Gallon Drivers Side Step Tank	✓	
Air Dryer	✓	
18,000 Pound Steer Axle with Wet Bearings	✓	
Steel Front Hubs	✓	
40-44,000 Pound Rear Axle	✓	
4.10-4.44 Ratio Depending on Performance Calculations	✓	
11-22.5 Michelin 14ply Rear Tires or Equivalent	✓	
315 80 22.5 20ply Michelin Front Tires or Equivalent	✓	
52" Hendrickson or Equivalent	✓	
10 Speed Eaton RTO14980LL with Low and Overdrive: Synthetic oil fill or equivalent	✓	
Hot Shift PTO Spicer/Chelsea (No Muncie): Direct mount hydraulic pump S-Cam brakes on all axels	✓	
16 Foot Crysteel Fortress or Williams Rock Body or Equivalent	✓	
Half Cab Guard	✓	
4" I Beam Cross Sills on 16" Centers or Equivalent	✓	
¼" A/R Floor and Sides or Equivalent	✓	
5 (per side) Boxed Vertical Side Bracing: Full depth corner posts or equivalent	✓	
Air Lift Tail Gate	✓	

3/4" / 6" X 12" Spread Apron	✓	
Right Side Frame Mounted 36" Lockable Weather Tight Chain Box	✓	
33 Ton Pintle Hook with 3/4" Plate, Trailer Wiring and Glad Hands	✓	
All Required Department of Transportation (DOT) Lighting, safety equipment and signage	✓	
OTHER – PLEASE SPECIFY:		

<b>10 Wheel Dump Truck Cost Break Down of Cash Purchase</b>	
SUBTOTAL COST	\$110,244.00
TAXES	\$ 9,701.47
OTHER COSTS or DISCOUNTS (Specify)	\$ 0
TOTAL COST OF DELIVERED 10 WHEEL DUMP TRUCK for CASH	\$119,945.47

<b>10 Wheel Dump Truck Cost Break Down of Lease Purchase</b>	
SUBTOTAL COST	\$110,244.00
TAXES	\$ 9,701.47
MINIMUM DOWN	\$ 0
3 Years Interest at <u>3.63</u> percent *	\$ 4,301.36
OTHER COSTS or DISCOUNTS (Specify)	\$ 0
TOTAL COST AT END OF CONTRACT	\$124,246.63
Is there a pre-payment penalty in the contract? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	2%
Please provide Lease Purchase contract copy as an attachment for our review and consideration of this bid.	

Multiple Purchase Discount Offered? IF Yes, please explain N/A

Estimated Date of Delivery: 4/30/12

Delivery Location: Fleet Management Department, 1400 E. Ash St., Globe, AZ

Vendor Name: FREIGHTLINER STERLING WESTERN STAR of ARIZONA

Individual Contact Name Providing Information: Jim Ross

\* INTEREST RATE IS LOCKED FOR 30 DAYS. SUBJECT TO CREDIT QUALIFICATION. RATES MAY VARY DUE TO MARKET CONDITIONS AND OR CREDIT INFORMATION.

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

STATE OF ARIZONA            )  
  )ss  
COUNTY OF:                    )

Jim Ross

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

That he is NEW TRUCK SALES

(Title)

of FREIGHTLINER STERLING WESTERN STAR of ARIZONA and

(Name of Business)

That he is bidding on **Gila County Bid No. 110111-1 New 10 Wheel Dump Truck,**

That neither he nor anyone associated with the said FREIGHTLINER  
STERLING WESTERN STAR of ARIZONA

(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.

FREIGHTLINER STERLING  
WESTERN STAR of ARIZONA

Name of Business

Jim Ross

By

NEW TRUCK SALES

Title

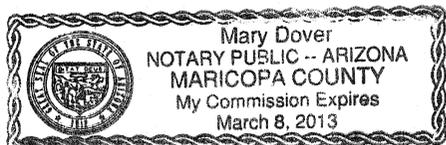
Subscribed and sworn to before me this 3<sup>rd</sup> day of January, 2012.

Mary D

Notary Public

My Commission expires:

3/8/2013



**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, 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

Jim Ross  
\_\_\_\_\_  
Printed Name

New Trick Sales  
\_\_\_\_\_  
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	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
VENDOR:

\_\_\_\_\_  
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 No. 110111-1 New 10 Wheel Dump Truck. All proposals shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before January 6, 2012, 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: 110111-1 New 10 Wheel Dump Truck**

**Firm Submitting Proposal:**

FRESHWATER STERLING  
WESTERN STAR OF ARIZONA  
Company Name  
1230 S. AKIMEL CA  
Address  
CHANDLER AZ 85226  
City State Zip

**For clarification of this offer, contact:**

Name: Jim Ross  
Phone No.: 480 282 4014  
Fax 480 282 4059  
Email: JROSS@FSWAR.COM

Jim Ross  
Signature of Authorized Person to Sign  
Jim Ross  
Printed Name  
NEW TRUCK SALES  
Title

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

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Vendor **Freightliner Sterling Western Star of Arizona** is now bound to provide the materials or services listed in Invitation for Bid No.: 110111-1 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. 110111-1**. 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.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
**Tommie C. Martin, Chairman, Board of Supervisors**

**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**