GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 081516

UP TO EIGHT (8) 4X4 SSV UTILITY VEHICLES

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, 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
081516

BID DUE DATE: October 6, 2016 **TIME: 11:00 AM**

DESCRIPTION: Up to Eight (8) 4x4 SSV Utility Vehicles

Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: BETTY HURST
GUERRERO COMPLEX
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 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) 402-4355 or click on the following link to the County website. http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

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

The Board of Supervisors reserves the right to reject any or all 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 Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: September 21, 2016 and September 28, 2016

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: 9-20-16
Michael A. Pastor, Chairman, Board of Supervisors

Signed: _____ Date: 9-20-16
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

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GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of Up to Eight (8) 4x4 SSV Utility Vehicles, for the Fleet Department in Gila County.

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

See attached: **Exhibit "C" Page 11, and Pages 13-20 as specified on Price Sheet for total price being proposed**.

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bids 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 Finance Department, 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, 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 all 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 Qualification and Certification Form in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature/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 23.

Failure to indicate receipt of addenda in the above manner may result in a bid proposal being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "N/A" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening 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 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) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of 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.

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.

Instructions to Vendors continued...

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:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Up to Eight (8) New 4X4 SSV Utility Vehicles ", "Bid No. 081516", "October 12, 2016" and "11:00 AM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**

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 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 24, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification form page 12. This Contract shall include the Invitation for Bids No. 081516 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 081516, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, 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

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 for conflict of interest of 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.

General Terms & Conditions continued...

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

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services/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.

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 the Contractor will be responsible for primary loss investigation, defense and judgment costs.

Israel Boycott Certification Clause

Contractor hereby certifies that it is not currently engaged in, and will not, for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement.

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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 081516

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase Up to Eight (8) 4x4 SSV Utility Vehicles. This Invitation for Bid No. 081516 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

Note: 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.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.

3.2 PRODUCT DELIVERY Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

3.3 DELIVERY TIME: Vehicles must be delivered no later than 12 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.

Minimum Specifications continued...

3.4 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

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

CONTRACT NUMBER 081516 Up to Eight (8) New 4x4 SSV Utility Vehicles

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) 425-4491

2. Has 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 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 ___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 Wielinga
Signature of Authorized Person to Sign

Lisa Wielinga
Printed Name

Sales Manager
Title

PRICE SHEET

DESCRIPTION: Eight (8) New 4x4 SSV Utility Vehicles *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: 2017 Ford Expedition XL SSV

MINIMUM SPECIFICATIONS Eight (8) New 4x4 SSV Utility Vehicles	MEETS MINIMUM SPECIFICATIONS YES / NO
Exterior: White	X
Interior: Light Color	X
Power Features: Door Locks	X
Keyless entry	X
Windows	X
Mirrors	X
Driver's Seat	X
Tilt Steering Wheel with Cruise Control	X
Hands free phone feature, or access to plug in device	X
AM / FM Clock (CD)Radio	X
Horsepower @RPM 355@5600 to 365@5000	X
Torque @RPM 383@4100 to 420@2250	X
Drivetrain 4x4	X
Locking Differential	X
Trailer Tow Package with Receiver Hitch	X
Front Tow Hooks	X
Locking gas cap	X
Vinyl Covered Rear Bench Seat	X
Deep Tinted Windows	X
Air Conditioning, also in rear	X
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X
Skid Plate Package	X
SUB – TOTAL AMOUNT	$29013.28
OTHER COSTS	$ -0-
SALES TAX	$ 2214.87
TOTAL AMOUNT OF DELIVERED VEHICLE	$ 31228.15

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

Date of Delivery: 10-12 weeks from order.

Vendor Name: McSpadden Ford Inc **Vendor Phone Number:** (928) 425-4491

PRICE SHEET

DESCRIPTION: Eight (8) New 4x4 SSV Utility Vehicles *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: 2017 Ford Expedition XL SSV.

MINIMUM SPECIFICATIONS Eight (8) New 4x4 SSV Utility Vehicles	MEETS MINIMUM SPECIFICATIONS YES / NO
Exterior: White	X
Interior: Light Color	X
Power Features: Door Locks	X
Keyless entry	X
Windows	X
Mirrors	X
Driver's Seat	X
Tilt Steering Wheel with Cruise Control	X
Hands free phone feature, or access to plug in device	X
AM / FM Clock (CD)Radio	X
Horsepower @RPM 355@5600 to 365@5000	X
Torque @RPM 383@4100 to 420@2250	X
Drivetrain 4x4	X
Locking Differential	X
Trailer Tow Package with Receiver Hitch	X
Front Tow Hooks	X
Locking gas cap	X
Vinyl Covered Rear Bench Seat	X
Deep Tinted Windows	X
Air Conditioning, also in rear	X
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X
Skid Plate Package	X
SUB – TOTAL AMOUNT	$29013.28
OTHER COSTS	$ -0-
SALES TAX	$ 2214.87
TOTAL AMOUNT OF DELIVERED VEHICLE	$31228.15

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

Date of Delivery: 10-12 weeks from order.

Vendor Name: McSpadden Ford Inc **Vendor Phone Number:** (928) 425-4491

PRICE SHEET

DESCRIPTION: Eight (8) New 4x4 SSV Utility Vehicles *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: 2017 Ford Expedition XL SSV

MINIMUM SPECIFICATIONS Eight (8) New 4x4 SSV Utility Vehicles	MEETS MINIMUM SPECIFICATIONS YES / NO
Exterior: White	X
Interior: Light Color	X
Power Features: Door Locks	X
Keyless entry	X
Windows	X
Mirrors	X
Driver's Seat	X
Tilt Steering Wheel with Cruise Control	X
Hands free phone feature, or access to plug in device	X
AM / FM Clock (CD)Radio	X
Horsepower @RPM 355@5600 to 365@5000	X
Torque @RPM 383@4100 to 420@2250	X
Drivetrain 4x4	X
Locking Differential	X
Trailer Tow Package with Receiver Hitch	X
Front Tow Hooks	X
Locking gas cap	X
Vinyl Covered Rear Bench Seat	X
Deep Tinted Windows	X
Air Conditioning, also in rear	X
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X
Skid Plate Package	X
SUB – TOTAL AMOUNT	$29013.28
OTHER COSTS	$ -0-
SALES TAX	$ 2214.87
TOTAL AMOUNT OF DELIVERED VEHICLE	$31228.15

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

Date of Delivery: 10-12 weeks from order.

Vendor Name: McSpadden Ford Inc **Vendor Phone Number:** (928) 425-4491

PRICE SHEET

DESCRIPTION: Eight (8) New 4x4 SSV Utility Vehicles *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: 2017 Ford Expedition XL SSV

MINIMUM SPECIFICATIONS Eight (8) New 4x4 SSV Utility Vehicles	MEETS MINIMUM SPECIFICATIONS YES / NO
Exterior: White	X
Interior: Light Color	X
Power Features: Door Locks	X
Keyless entry	X
Windows	X
Mirrors	X
Driver's Seat	X
Tilt Steering Wheel with Cruise Control	X
Hands free phone feature, or access to plug in device	X
AM / FM Clock (CD)Radio	X
Horsepower @RPM 355@5600 to 365@5000	X
Torque @RPM 383@4100 to 420@2250	X
Drivetrain 4x4	X
Locking Differential	X
Trailer Tow Package with Receiver Hitch	X
Front Tow Hooks	X
Locking gas cap	X
Vinyl Covered Rear Bench Seat	X
Deep Tinted Windows	X
Air Conditioning, also in rear	X
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X
Skid Plate Package	X
SUB – TOTAL AMOUNT	$29013.28
OTHER COSTS	$ -0-
SALES TAX	$ 2214.87
TOTAL AMOUNT OF DELIVERED VEHICLE	$31228.15

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

Date of Delivery: 10-12 weeks From order.

Vendor Name: McSpadden Ford Inc **Vendor Phone Number:** (928) 425-4491

PRICE SHEET

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CNGP530                    VEHICLE ORDER CONFIRMATION          10/10/16 11:05:14
==> _________ ____________________________________                Dealer: F71480
                              2017 EXPEDITION                       Page: 1 of 1
Order No: 9999    Priority: M2  Ord FIN: QA521  Order Type: 5B Price Level: 745
Ord Code: 102A Cust/Flt Name: GILA CO              PO Number:
                      RETAIL                                  RETAIL
U1G  4X4 XL           $44620                  PRICED DORA         NC
     .119" WHEELBASE                          DEST AND DELIV    1195
Z1   OXFORD WHITE                       TOTAL BASE AND OPTIONS 43805
C    CLOTH BUCKET                       TOTAL                  43805
D    DUNE                               *THIS IS NOT AN INVOICE*
102A EQUIP GRP         (2230)
     .SSV PACKAGE
99T  .3.5L ECO V6         NC
446  .6-SPD AUTO O/D      NC
425  50 STATE EMISS       NC
52M  SYNC                220
     SP DLR ACCT ADJ
     SP FLT ACCT CR
     FUEL CHARGE
B4A  NET INV FLT OPT      NC
F1=Help                F2=Return to Order            F3/F12=Veh Ord Menu
F4=Submit              F5=Add to Library
S099 - PRESS F4 TO SUBMIT                                            QC20389
fmcdealr@SALESROGER
Oct 10, 2016 8:05:33 AM
```

Locking gas plug. included

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
Sales Manager
(Title)
of McSpadden Ford Inc and
(Name of Business)

That he is bidding on **Gila County Bid No. 081516 - Up to Eight (8) New 4x4 SSV Utility Vehicles** and,

That neither he nor anyone associated with the 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

Sales Manager
Title

Subscribed and sworn to before me this 10 **day of** October, **20** 16.

Kim McSpadden
Notary Public

My Commission expires:
Jan 5, 2019

KIM MCSPADDEN
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
January 5, 2019

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.

Lisa Wieleńga
Signature of Authorized Representative

Lisa Wieleńga
Printed Name

Sales Manager
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	LW	LW	LW	LW	LW
Date	10-10-16	10-10-16	10-10-16	10-10-16	10-10-16

Signed and dated this 10th day of October, 2016

McSpadden Ford, Inc
VENDOR:

Lisa L Wehrige
BY: (Signature)

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. 081516 Up to Eight (8) New 4x4 SSV Utility Vehicles.** All proposals shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before October 12, 2016, 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.

CONTRACT NUMBER: 081516 Up to Eight (8) New 4x4 SSV Utility Vehicles

Firm Submitting Proposal:

McSpadden Ford Inc
Company Name

601 N Broad
Address

Globe AZ 85501
City State Zip

For clarification of this offer, contact:

Name: Lisa Wielenga

Phone No.: (928) 425-4491

Fax (928) 425-9390

Email: mcspaddensales@cableone.net

Lisa Wielenga
Signatdre of Authorized Person to Sign

Lisa Wielenga
Printed Name

Sales Manager
Title

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

GILA COUNTY
UP TO EIGHT (8) 4X4 UTILITY VEHICLES
NOTICE OF INVITATION FOR BID 081516

ADDENDUM #1:
DATE: 09/29/2016

CLARIFICATIONS:

1. ***QUESTION:*** I see you are not asking for any spotlights, were you wanting to add those at a later date?
   ANSWER: **There will be no spotlights added.**

This concludes Addendum No. 1 to Notice of Invitation for Bid 081516

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 081516 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. 081516***. 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 _____, 2016

GILA COUNTY BOARD OF SUPERVISORS:

_____

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

_____

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**