



WASHINGTON COUNTY ARKANSAS
280N. College Avenue
Fayetteville, AR 72701

REQUEST FOR BID

**RFB # 2010-012 PRIME MOVER
FOR BOMB SQUAD**

BIDS DUE IN BY: 4:30 P.M., Monday, August 16, 2010
BIDS OPENED AT: 10:00 A.M., Tuesday, August 17, 2010

All bids are due in at the Washington County Courthouse, 280 N. College, Suite 533, Fayetteville, AR 72701

CONTACT: Purchasing Dept. at 479/444-1707 for bid information.

Washington County is requesting sealed bids for the purchase of a 2011 or newer 3 / 4 ton four wheel drive vehicle, with a minimum capacity of four occupants and 130 cubic feet of interior cargo. Vehicle to be used as prime mover for the Bomb Squad, see following specifications for more details.

All bids shall be submitted in accordance with the attached County specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. All bids must include product bid literature.

For Evaluation purposes we request that you submit one original and four copies of your bid.

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM:		PHONE NUMBER:	FAX NUMBER:
BUSINESS ADDRESS, STREETS:		CITY:	STATE: ZIP
SIGNATURE OF AUTHORIZED PERSON:		DATE:	
PRINTED OR TYPED NAME:		TITLE:	
EMAIL ADDRESS:			

TERMS AND STANDARD CONDITIONS
PLEASE READ CAREFULLY

1. When submitting a "Bid", the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Bid".
2. Sales or use tax is not to be shown in bid price but is to be added by the vendor to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. Vendors are to register and pay both taxes directly to the Arkansas State Revenue Dept.
3. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
4. Specifications furnished with this "Invitation to Bid" are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
5. In the event a contract is entered into pursuant to the "Invitation to Bid", the bidder shall not discriminate against any qualified employee or applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts, a provision similar to above.
6. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
9. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the County.
10. The bid number must be stated on the face of the sealed envelope. If it is not, the envelope will be opened to be identified and the bid enclosed therein will not be considered or counted in the tabulation.
11. When noted, the Vendor is to supply Washington County with evidence of having and maintaining proper and complete insurance, specifically Worker's Compensation in accordance with the laws of the State of Arkansas, public liability and property damage. All premiums and costs shall be paid by the Contractor. In no way will the County be responsible in case of accident.
12. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications.
13. Washington County reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, Washington County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
14. All bids must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the county.
15. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
16. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.

1. LICENSING REQUIREMENTS, STATE REGULATIONS:

- A. All bidders are required to include a Bid Security with their bid. Make Bid Security payable to Washington County, Arkansas in an amount equal to five percent (5%) of the bid sum. Bid Security may be in one of the following forms:
1. **Bid Bond** issued by a surety licensed to conduct business in the State of Arkansas
 2. **Certified Check**, or a **Cashier's Check**.
 3. **Letter of Credit** from the vendors Bank.
- B. The owner reserves the right to retain the security of the two lowest bidders until the lowest bidder enters into contract or purchase order agreement or until 60 days after bid opening, whichever is shorter. All other bid securities will be returned as soon as possible. If a bidder refuses to enter into a contract, the owner will retain his Security as liquidated damages, but not as a penalty.

2. INSURANCE

All bids must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the Invitation to Bid. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Washington County.

- A. Workers Compensation: As required by the State of Arkansas.
- B. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract
- C. **Minimum** shall be the total amount of contract.

3. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this bid is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this bid including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued thereunder, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued thereunder, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued thereunder, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this bid from complying with such laws and regulations.

4. GENERAL INFORMATION

All vehicles furnished to Washington County shall be new and delivered as specified in the Bid.

Vehicles shall be furnished with all interior, exterior trim and appointments listed by the manufacturer in printed specifications and literature as standard equipment. Vehicles shall also be equipped with any and all safety equipment required by the State of Arkansas and/or applicable Federal Regulations.

5. SCOPE

The purpose of this Invitation to Bid is to purchase a 2011 or newer four wheel drive, 3 / 4 ton, vehicle for the Bomb Squad.

6. DELIVERY

Bidder must state number of days required to delivery vehicle to the County's designated location.

7. SPECIFICATIONS:

Bidder must meet or exceed the following vehicle requirement:

- 7.1 Complete descriptive literature should be submitted with the bid, failing to do so could result in rejection of bid.

Bid specs for Prime Mover

- 3/4 ton 4-wheel drive SUV
- Minimum capacity of 4 occupants and 130 cubic feet of interior cargo
- V-8 engine (min. 6 liter)
- Towing package (min. 8000 lb capacity)
- External transmission cooler
- 2 speed transfer case
- Locking rear differential
- Skid plate
- Recovery hooks
- White exterior paint
- Color keyed side molding
- Gray interior
- Carpeted floor covering with matching floor mats
- Tinted windows
- Front power bucket seats
- 2nd row bucket seats
- 3rd row no seating or removable seats
- Rear lift gate
- Backup camera
- Power windows
- Power door locks
- Power outside mirrors
- Front license plate bracket
- Fog lamps

ALL BIDS MUST BE SUBMITTED ON BID FORMS PREPARED AND ISSUED BY WASHINGTON COUNTY PURCHASING DEPARTMENT AND SENT IN A SEALED ENVELOPE IN ACCORDANCE WITH INSTRUCTIONS PROVIDED HEREIN.

8. BID FORM

All cost of the bid should be included in this section, optional features may be offered but, the County cannot consider any options/prices not submitted with vendors bid.

State Delivery Time _____

Year, Make and Model \$ _____ (cost)

Warranty _____

Include with your bid the following:

1. Page 1, Invitation to Bid Completed and Signed
2. Descriptive Literature if applicable.
3. Bid Form Page 5 Completed and Signed.
4. Bid Bond
5. Proof of Insurance

please print

(Bidder Organizations Name)

Signature of Authorized Representative

please print Authorized Representative Name

DATE: _____