



**Invitation for Bids**  
**IFB-3454-12-SH**  
**SUV, MID SIZE 4X4**

**RESPONSES DUE:**

April 24, 2012  
Prior to 2:30 p.m. Local Prevailing Time

**PURCHASING REPRESENTATIVE:**

Susan Hyatt  
Senior Buyer  
Phone (970) 244-1513  
[susanh@gjcity.org](mailto:susanh@gjcity.org)

March 26, 2012

This solicitation has been developed specifically for soliciting bids for **three (3) new Current Model Year Mid Size 4x4 SUVs**. All bidders are urged to thoroughly review this IFB prior to responding. Submittal by FAX IS NOT ACCEPTABLE for this solicitation.

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## SECTION I. INTRODUCTION

**Purpose:** The City of Grand Junction and/or Mesa County (City/County) is interested in purchasing **three (3) new Current Model Year Mid Size 4x4 SUVs**. In comparing responses, consideration will not be confined to price only. The successful vendor will be one whose product is judged to best serve the interests of the City/County.

## SECTION II. INSTRUCTIONS TO BIDDER

**A. Equipment Details and Literature Required:** BID PACKETS MUST INCLUDE **ONE ORIGINAL BID SIGNED IN INK AND ONE ELECTRONIC COPY** OF THE BID AND ALL THE ASSOCIATED LITERATURE SHALL BE PROVIDED. All bids must be accompanied by specification sheets and/or descriptive brochures showing the detailed specifications of the equipment you propose to furnish for the bid price. All equipment will be furnished with all standard equipment as described by the literature presented with the bid proposal. References to items shown on the literature, which the bidder does not intend to supply, must be so noted in writing as an amendment to the literature. It is the bidder's responsibility to provide specific equipment details to permit proper evaluation of the bid; failure to do so may result in disqualification of the bid.

The body, finish, fittings and all components shall be the latest and most current model, and shall not have been used as a demonstrator or any other service, and shall be factory standard in all respects not in conflict with the attached City/County bid specifications. If the City/County is interested in a demonstrator, such information will be supplied in the bid specifications.

The design of the vehicle/equipment must be such that it does not hamper or restrict subsequent installation and use of emergency equipment, such as emergency lights and backup alarms.

When specifications for particular items are not defined, manufacturer's standards are satisfactory, provided the item is required for the proper performance of the equipment.

**B. Emissions Standards:** As applicable by law: Vehicles/Equipment must be supplied with manufacturer's standard equipment and all devices necessary to be in compliance with the most current State of Colorado code, and the Federal Motor Vehicle Safety Standards. Vehicle must comply with all Federal and Colorado motor vehicle pollution control requirements and be capable of passing State emissions tests. Delivery must include any EPA documentation. Vehicles and/or Equipment not meeting the aforementioned standards will not be accepted.

**C. Error and Omissions:** If the bidder discovers any errors, omissions, lack of clarity or desires further information about the specifications of his/her bid, the buyer should be contacted immediately.

**D. Guarantee:** All equipment, units and components shall be guaranteed in accordance with the following clauses:

- a. Guarantee that the equipment offered is free from defects in design and construction and that it will give continuous and efficient service under normal conditions for a period of twelve (12) months from the date of delivery.
- b. Guarantee that the equipment or vehicle is the manufacturer's standard design in construction and that no changes or substitutes have been made.

**E. Warranty:** All equipment bids must include the manufacturer's standard warranty, and this information shall be provided with the bid. Additional or extended warranties may be requested; if so, specific warranty information must be provided with the bid. The warranty period will commence after

the equipment/vehicle is received and accepted by the City/County, unless special provisions are made with the successful provider.

F. **Operating/Maintenance Instruction:** Where specifically requested in the specifications, the bidder/supplier will instruct a given number of City/County employees in the operation and maintenance of equipment. The instructions shall be of the scope and length to orient personnel in: operating techniques, safety precautions, frequent inspection and servicing requirements, mechanical adjustments and repairs unique to the equipment or vehicle. Instructions will be required at the City/County site specified and provided on a schedule arranged after delivery of the equipment. If available, manufacturer shall provide an operational safety video for specialty equipment (chippers, stump cutters, leaf machines, etc.) Instruction schedules will be agreed to prior to invoice payment.

G. **Delivery Date:** All bids must be submitted with a delivery date.

H. **Pre-delivery:** Prior to delivery, new equipment/vehicle must be completely serviced in accordance with standard new vehicle "Make Ready" and to the manufacturer's specifications.

I. **Delivery:** All costs for delivery of the new unit will be assumed by the Bidder and included in the net price. Unless stated elsewhere in this bid document, all deliveries will be made to the City of Grand Junction, Fleet Services, 333 West Avenue, Building C, Grand Junction, CO 81501 and/or Mesa County Fleet Management, 1000 South 9<sup>th</sup>, Grand Junction, CO 81501.

J. **Prices:** Prices quoted shall exclude Federal Excise and State taxes. Prices quoted shall be F.O.B. City of Grand Junction, CO 81501.

K. **Final Payment:** Final payment for equipment and vehicles delivered under these specifications will not be made until all terms and conditions have been satisfied.

L. **Bid Evaluation Criteria:** The evaluation of this bid will be based on, but not limited to, the following: Compliance with specifications; proven performance; ease of operation, life-cycle cost, net cost, supplier performance history; delivery time; compatibility with existing equipment, parts or supplies; service/parts availability; and, advantageous superior design features.

M. **Repair and Parts Manuals:** An *Operator's and Service manual* will be supplied with each new unit, except when units are duplicate orders and then only one of each is required. Manuals must be received prior to payment. Whenever available, the City/County prefers the manual in a CD format.

N. **Additional Information:** For information concerning the bid process, please contact the City's Purchasing Department at (970) 244-1533 or check the City of Grand Junction web page at [www.gjcity.org](http://www.gjcity.org). Copies of this bid document can be obtained online electronically on Bidnet at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com), from the Purchasing Division, **250 North 5<sup>th</sup> Street, Grand Junction, CO 81501, 970-244-1533**, or on the City of Grand Junction website, [www.gjcity.org](http://www.gjcity.org), click on "Bids".

O. **Manufacturer's Statement of Origin:** The new Unit shall be delivered with the Manufacturer's Statement of Origin (MSO). Failure to provide MSO shall be grounds to refuse to accept vehicle.

P. **Title:** The awarded supplier shall provide Title work for the new vehicle within 10 days after the receipt of payment from the City/County.

For City Purchases, mail or deliver the Title to: Fleet Services, 333 West Avenue, Building C, Grand Junction, CO 81501. If a problem arises in obtaining the Title within the 10 day window contact Tim Barker in Fleet Services at (970)-244-1532, or via E-mail [timba@gjcity.org](mailto:timba@gjcity.org).

For County Purchases, mail or deliver the Title to: Fleet Management, 1000 South 9<sup>th</sup>, Grand Junction, CO 81501. If a problem arises in obtaining the Title within the 10 day window contact Scott Forsgren in Fleet Management at (970)-244-1820, or via E-mail [Scott.Forsgren@mesacounty.us](mailto:Scott.Forsgren@mesacounty.us).

### SECTION III. GENERAL TERMS AND CONDITIONS

**A. Submission of Bids:** Sealed bids for **three (3) Mid Size 4x4 SUVs** must be received prior to the date and time specified on the front of this document. Each bid, one (1) original and one (1) additional Electronic copy (CD or flash drive) of all documents shall be placed in a sealed envelope and marked clearly on the outside: **“SUV Mid Size 4x4”**. THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE ELECTRONIC DOCUMENT. Sealed bids must be received at the following location before the deadline to be eligible for contract award:

**City of Grand Junction**  
City Clerk  
250 North 5<sup>th</sup> Street  
Room 111  
Grand Junction, CO 81501

No bids will be considered that are not submitted on the enclosed price proposal form and signed by a legal agent of the bidder. Faxed or E-mailed bids are not acceptable unless specifically noted on the bid document.

No bids will be considered in which the specifications, provisions or conditions of the price proposal have been modified.

Bids must be received in the office of the City Clerk prior to the time and date specified.

***Bids received after the time specified will not be considered and will be returned unopened to the bidder.***

**B. Assignment/Contract not used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this contract without prior written consent of the other party. The bidder shall not use this contract, or any portion thereof, for collateral for any financial obligation.

**C. Audits/Access to Records:** The City/County and any of its representatives shall have access to any books, documents, papers and records of the bidder which are pertinent to this solicitation and prospective contract.

**D. Availability of Funds:** Any City/County Contract resulting from a submission of a bid shall be deemed executor only to the extent of appropriations available to each City/County Department for purchases of such articles and services. The City/County’s extended obligation on those contracts, which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

**E. Award and Purchase:** The City/County reserves the right to reject any or all bids, to waive any informalities or technical defects in bids, and unless otherwise specified by the City/County or by the bidder, to accept any items or group of items in the bid, as may be in the best interest of the City/County. No verbal explanations, clarifications, additions or instructions will be binding to either the City/County or the bidders, except those confirmed in writing.

A signed purchase order/contract furnished to the successful bidder results in a binding contract without further action by either party.

**F. Questions:** Any questions concerning this project shall be directed to: Susan Hyatt at the City of Grand Junction, 250 North 5<sup>th</sup> Street, Grand Junction, Colorado 81501, (970)-244-1513, E-mail [susanh@gjcity.org](mailto:susanh@gjcity.org), between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Holidays. ALL QUESTIONS MUST BE SUBMITTED IN WRITING.

**G. Legal Compliance:** The bidder shall keep informed of all Federal, State and local laws; ordinances, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may affect those engaged or employed on the work or affect the conduct of the work. The bidder shall observe and comply with all such laws, ordinances, regulations, orders and decrees. The bidder shall protect and indemnify the City/County and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by the supplier, subcontractor, supplier or the supplier's employees or any others engaged by the supplier. The laws of the State of Colorado will govern as to the interpretation, validity and effect for any contract that is entered into as a result of this solicitation. Venue for any lawsuit will be in Mesa County, Colorado.

**H. Force Majeure:** Neither party shall be liable for failure to perform under this contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. The provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.

**I. Indemnification:** The bidder shall release, indemnify and hold harmless the City/County, their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of the Bidder's performance under this contract.

**J. Gratuities:** The bidder certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the bidder breaches or violates this warranty, the City/County may, at its discretion, terminate this contract without liability to the City/County.

**K. Material Availability:** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City/County immediately if materials specified are discontinued, replaced or not available for an extended period of time.

**L. OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the U.S. Department of Labor under the OCCUPATIONAL Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the City/County may require the services to be redone at no additional expense to the City/County.

**M. Non-collusion:** Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person or fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or

unlawful agreement and advantage against the City/County, or any person interested in the proposed contract.

The price or prices quoted in this bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

**N. Preparation of Bids:** Bidders are expected to examine any drawings, specifications, schedules and instructions included in the bid package. Failure to do so will be at the bidder's risk.

In case of error in the extension of prices in the bid proposal, the unit price will govern. Unit price shown must be net.

Erasures or changes in this bid document must be initialed by the representative completing this bid, indicating the erasure or correction was intentional and the change was not made by the City Purchasing representative.

**O. Tax Exemption:** Direct purchases of materials by the City/County are exempt from Colorado State sales or use tax. The bidder certifies that no Federal, State, County or Municipal tax will be added to the price shown on the Proposal Price sheet. A City of Grand Junction or Mesa County Tax Exemption Certificate will be supplied to the successful bidder upon request.

**P. Bids Binding – 60 Days:** Unless otherwise specified all formal bids submitted shall be binding for sixty calendar days following the bid opening date unless bidders at the request of the City Purchasing Manager agree to an extension.

**Q. Multiple Bids:** Bidders must determine for themselves which product to offer. If said bidder chooses to submit more than one bid, THE ALTERNATE BID must be clearly marked "**Alternate Bid.**" The City/County reserves the right to make award in the best interest of the City/County.

**R. Brand Names or Equal:** Whenever in this bid invitation any particular materials, process, mechanism, and/or equipment are indicated, described or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, "or equal." At the City/County's discretion, after the bid opening proof satisfactory must be provided by Bidder to show that the alternative product/equipment/vehicle is in fact, equal to specification requirements.

The City/County reserves the right to determine products of equal value. Suppliers will not be allowed to make unauthorized substitutions after award is made.

**S. Termination of Contract:** If at any time during the performance of the contract awarded as a result of this bid, in the opinion of the City/County, the work is not progressing satisfactorily or within the terms of this contract, then at the discretion of the City/County and after written notice to the supplier, the City/County may terminate the contract or any part of it.

**T. Modification or Withdrawal of Bids:** A bid that is in the possession of the Purchasing Division may be altered by facsimile, telegram or letter bearing the signature of name of the legal agent for the bidder, provided it is received prior to the time and date of the opening. Alterations should not reveal the price but should indicate the addition, subtraction or other changes in the bid. A bid that is in the possession of the Purchasing Manager may be withdrawn by the bidder up to the time of the bid opening. Bids may not be withdrawn after the bid opening. Failure of the successful bidder to furnish the service awarded from this bid may eliminate the bidder from the active bidder's list.

**U. Addenda and Interpretations:** If it becomes necessary to revise any part of a City/County bid, a written addendum will be provided to all potential bidders and/or those bidders that received the original bid invitation. The City/County is not bound by any oral representations, clarifications, or changes made in the written specifications by City/County employees, unless such clarification or change is provided to bidders in written addendum from the City Purchasing Division. Receipt of addenda shall be acknowledged on the solicitation price sheet in the designated place.

**V. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City of Grand Junction and/or Mesa County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this solicitation.

The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction.

The City/County will be responsible only for the orders placed for our jurisdiction. Other participating entities will place their orders on their respective Purchase Orders through their Purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation.

Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

**W. Award:** All bids will be awarded to the lowest responsive and responsible bidder. City Purchasing and/or Mesa County reserve the right to determine the lowest responsive and responsible bidder.

The Financial Operations Manager in collaboration with the using department may involve all or some of the following factors: price; conformity to specifications; financial capacity to perform the services and/or provide commodities; previous performance and reputation; location of required and necessary facilities and/or equipment; availability and proximity of repair parts and/or warranty work; similar experience; delivery promise; terms of payments; compatibility as required in the bid documents; other associated and necessary costs; other objective and accountable factors which are reasonable.

**X. Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regard to latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of material or supplies shall be accomplished as promptly as practical, but failure to inspect and accept or reject material or supplies shall not impose liability on the City/County for such supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.



**SECTION IV. SPECIFICATION/COMPLIANCE FORM**  
**INCLUDE – INK ON ORIGINAL**  
**AND PROVIDE ONE COPY**

**MINIMUM SPECIFICATION FOR: three (3) new Current Model Year Mid Size 4x4 SUVs.** Bids must be submitted as a complete, turn-key unit. All specifications must be met or exceeded or be considered non-responsive. Incomplete responses will not be considered. Bidder shall note any exceptions to the bid on the Comment section. Bidder shall list on a separate sheet of paper details concerning the exception. This sheet shall be labeled “Exception(s) to Bid Conditions and Specifications”.

All equipment furnished under this contract shall be new, unused, and the latest model offered by the manufacturer’s current production. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use shall also be included.

	<b>Description</b>	<b>Meets</b>	<b>Does Not Meet</b>	<b>Comments</b>
1	<b>Color:</b> White			
2	<b>Doors:</b> 4 Full Size Side Doors			
3	<b>Tires:</b> All seas M&S Radial			
4	<b>Full Size Spare Tire</b>			
5	<b>Wheelbase:</b> 106 in. minimum			
6	<b>Engine:</b> High horse power, fuel efficient 4 cyl. Minimum			
7	<b>Fuel Tank:</b> 18 gal minimum			
8	<b>GVW Rating:</b> 4400 Minimum			
9	<b>Axle Ratio</b> (min.) 3.40			
10	<b>Air Conditioning</b> – R134a			
11	<b>Radio</b> AM/FM			
12	<b>Power Brakes &amp; Power Steering</b>			
13	<b>ABS Brakes</b>			
14	<b>Seats:</b> Cloth Seats			
15	<b>Seats:</b> Bucket Seats - Cloth			
16	<b>Flooring:</b> Carpet			
17	<b>Air Bag</b> – Driver Side			
18	<b>Mirrors:</b> Right and Left power			
19	<b>Rear Window Defroster</b>			
20	<b>Intermittent Wipers</b>			
21	<b>Transmission Automatic</b>			
22	<b>Four-Wheel Drive</b>			

	<b>Description</b>	<b>Meets</b>	<b>Does Not Meet</b>	<b>Comments</b>
23	<b>Automatic Locking Front Hubs</b>			
24	<b>Skid Plate-</b> Fuel Tank, Transfer CS/DI			
25	<b>Step Bumper</b> – 400 Lb. Tongue 4000 Lb. Trailer			
26	<b>Fuel:</b> Gas, Bid optional Hybrid below			
27	Heavy Duty <b>Suspension</b>			
28	<b>Cruise Control/Tilt</b>			
29	<b>Console between Bucket Seats</b>			
30	<b>Rear Wiper</b>			
31	<b>Rear Axle</b> – Anti Spin			
32	<b>Power Locks</b>			
33	<b>Power Windows</b>			
34	<b>Keyless Remote Entry</b>			
35	Standard Warranty: Bumper to Bumper <b>Specify Warranty</b> _____			
	<b>OPTIONAL/ QUOTE SEPARATLEY</b>	<b>PRICE</b>		<b>Comments</b>
36	Quote same package with <b>HYBRID OPTION</b>	\$		

