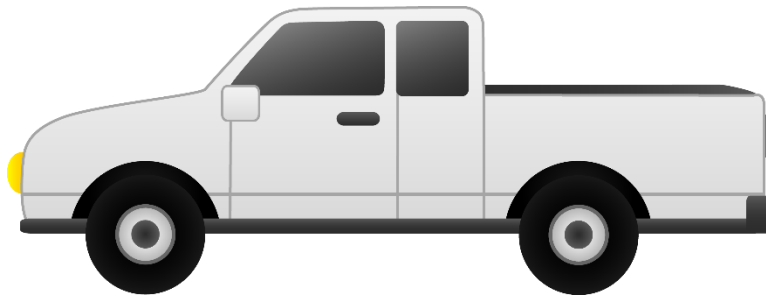


Kendall County

New full-size ¾ ton 4x4 pickup truck

Invitation to Bid (ITB)



March 15, 2022

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Invitation to Bid

New full-size ¾ ton 4x4 pickup truck

On behalf of Kendall County, I invite you to furnish a proposal in accordance with the Scope of Work stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project.

All questions should be directed to:

Kendall County Facilities Management,
Attention: Director
804 John Street, Suite B,
Yorkville, Illinois, 60560
FAX: (630) 553-4125
Email: kcfm@co.kendall.il.us

Any questions received shall be answered at the discretion of the County. Replies will be issued to all Proposers/ Vendors of record in writing and will become part of the ITB Documents. Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.

All questions must be submitted at least seven business days prior to the submittal deadline.

**Note: Kendall County is TAX Exempt.
A copy of our TAX Exempt form will be provided prior to purchase.**

QUOTATIONS MUST INCLUDE THE FOLLOWING INFORMATION:

- 1. COMPLETE DESCRIPTION OF VEHICLE WITH APPLICABLE PRINTED MATERIAL**
- 2. GUARANTEED DELIVERY TIME AFTER RECEIPT OF WRITTEN ORDER.**
- 3. LISTING OF COMPLING WITH REQUESTED OPTIONS**
- 4. LIST OF NON-COMPLIANCE WITH REQUESTED OPTIONS**

**INSTRUCTIONS TO PROPOSERS /SUBMISSION OF PROPOSAL
(ATTACHMENT A)**

All Vendors must submit one (1) original and two (2) copies of their proposal in a sealed package plainly marked in the lower left-hand corner “

New full-size ¾ ton 4x4 pickup truck

” Failure to submit a proposal in a properly marked package may eliminate the proposal from consideration”.

The proposal must be addressed to:

Kendall County Facilities Management,
Attention: Director
804 John Street, Suite B,
Yorkville, Illinois, 60560

Proposals must be delivered no later than 10:00 a.m. on March 28, 2022 (“Due Date”). Proposals received after the Due Date will not be considered.

The following will apply to all proposals received:

1. All proposals must be comprehensive and complete for the services requested. Accepted proposal shall be contracted by Kendall County for the total of the submitted proposal. Kendall County will not be responsible for any additional charges above the accepted proposal unless additional services are negotiated and accepted by Kendall County by addendum to the original contract. The Contract to be utilized for said services is attached to this ITB as the “Agreement” and must be agreed to by all Vendors submitting a proposal.
2. The County will not be responsible for any expenses incurred by the Vendor in preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
3. The proposing party must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature.
4. The individual signing the document for the proposing organization shall initial all erasures or corrections.
5. All variations to the stated specifications must be described in detail (free from ambiguity).
6. All Vendors must be appropriately licensed and authorized to conduct business within the State of Illinois.
7. The failure of a Vendor to promptly supply information requested in this ITB or other information subsequently requested may result in the Vendor being eliminated from consideration.
8. The contents of the proposal submitted by the successful Vendor(s) and this ITB (as well as the Agreement) will become a part of the contract awarded as a result of these specifications.
9. Kendall County reserves the right to request clarifications or corrections to proposals.
10. All proposals submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon County’s request, the Vendor(s) agrees to an extension.
11. The Vendor acknowledges that all proposal materials become the property of the County and, as such, may be available to the public. By submitting a proposal, the Vendor acknowledges that the County’s decision is final, binding, and conclusive upon the Vendor for all purposes.
12. The Vendor is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or the County. Should the Vendor suspect any error, omission, or discrepancy in the specifications or instructions, the Vendor shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Vendor

is responsible for the contents of its Proposals and for satisfying the requirements set forth in the ITB. Vendor will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Vendor in the process of putting the Proposal together.

13. County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in ITB; (2) to supplement, amend, or otherwise modify the ITB, without notice; (3) to request additional information from Vendors; (4) to reject any or all bids; and (5) to waive minor defects and technicalities.

The awarded Vendor will be an independent contractor. The contractor is not, and will not be, an employee or agent of Kendall County.

OPENING PROPOSALS, SELECTION PROCESS AND AWARDING AGREEMENT

Proposals will be opened and publicly read on **March 28, 2022 at 10:00 A.M CST** in the Facilities Management Office located at 804 John Street, Suite B. Yorkville, IL 60560. Proposals will be evaluated and an award, if any, will be made in accordance with the "Selection Criteria" below. The purpose of this ITB is to solicit responses from qualified individuals/vendors for the procurement of services and/or supplies as set forth herein.

Selection Criteria: Kendall County intends to award this contract in whole to the lowest responsive and responsible Vendor that is in compliance with all specifications, terms and conditions contained herein. The Vendor shall have specific experience supplying similar products, on a satisfactory basis, to other customers with a similar volume. In determining the lowest responsible contractor, the County shall take into consideration the qualities of the services/articles supplied; their conformity with the specifications; their suitability to the requirements of the county, availability of support services; and the delivery terms. Kendall County also reserves the right to consider bid prices, the references and successful service history, corporate experience and capability, financial capability, qualifications, proposed approach to the project, value added services and other related factors in the award decision that demonstrate the important factors of financial responsibility and ability to perform. Intangible factors, such as the Vendor's reputation and past performance in executing a County contract, will also be weighed in executing County contracts. The criteria are not necessarily listed in any particular order. The County may request additional information from all proposers and further evaluate the selection criteria.

Kendall County reserves the right to reject any or all proposals and waive any or all irregularities. Kendall County retains the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from a Vendor at any time and failure to respond promptly is cause for rejection.

The Vendor's failure to agree to the terms and conditions of the attached "Agreement" or otherwise meet the mandatory requirements will result in the disqualification of the Vendor's proposal from further consideration as an unresponsive bid.

Submission of a proposal confers no rights on the Vendor to selection or to a subsequent contract. This ITB process is for the County's benefit only and is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion.

SPECIFICATIONS (ATTACHMENT B)

Note: Specifications are based on a Ford Truck. Comparable Make & Model trucks will be considered.

2022 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

(Or Comparable Make & Model)

Truck must be a new vehicle

Includes:

- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel.
- Transmission: TorqShift-G 6-Spd Auto w/SelectShift.
- 3.73 Axle Ratio.
- GVWR: 10,000 lb. Payload Package.
- Wheels: 17" Argent Painted Steel (includes painted hub covers/center ornaments).
- Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers.
- SYNC Communications & Entertainment System
- Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart charging USB-C port.

Options:

- Tires: LT245/75Rx17E BSW A/T
Spare may not be the same as road tire.
- Wheels: 17" Argent Painted Steel
Includes painted hub covers/center ornaments.
- Cloth 40/20/40 Split Bench Seat
Includes center armrest, cup holder, storage and driver's side manual lumbar.
- Snow Plow Prep Package

Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C).

Includes computer selected springs for snowplow application. Note restrictions apply; see supplemental reference or body builders layout book for details. May result in deterioration of ride quality when vehicle is not equipped with snowplow. Dual battery (86M) recommended with 6.2L or 7.3L gasoline engines; see body builders layout book for details.

- Dual 78 AH Battery

- 240 Amp Alternator
- Tough Bed Spray-In Bedliner
Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.
- 110V/400W Outlet
- Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B).
Includes 1 in-dash mounted outlet.
- Radio: AM/FM Stereo w/MP3 Player
Includes 4 speakers. SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.
- Front & Rear Wheel Well Liners (Pre-Installed)
- Exterior Backup Alarm (Pre-Installed)
- Daytime Running Lamps (DRL)

Additional Options to be priced separately as optional equipment:

FURNISH & INSTALL Plow and Lift gate:

- Woodbine "Tommy-Gate" lift gate model G2-60-1542EA48. 1500# capacity, electric/hydraulic operation with toggle switch control, 55" x 48" 2-piece extruded aluminum platform with 6" tapered ramp.
- Platform will extend higher than bed rails when stowed** Transfer OEM back-up camera and/or sensors to lift gate 3 Transfer OEM trailer light plug to lift gate.
- Western UltraMount 8' Pro snowplow with electric/hydraulic operation, halogen NightHawk plow lights, and cab command control.
- Include costs for Municipal license plates and title.

**FEES
(ATTACHMENT C)**

Please provide a summary of charges including optional equipment as “Attachment C” in your responses.

General Terms & Conditions (ATTACHMENT D)

1. Vendor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor's officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor's officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents. Vendor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement. Vendor shall exercise general and overall control of its officers and employees.
2. All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of Kendall County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
3. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
4. Vendor certifies that Vendor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).
5. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
6. Vendor shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents (collectively " Releasees") from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Vendor or Vendor's failure to adequately perform its obligations pursuant to this Agreement or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of Vendor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Releasees, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Releasees' participation in their defense shall not remove Vendor's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.
7. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
8. Vendor further certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Vendor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
9. Vendor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*