

Kendall County, Illinois

KENDALL COUNTY SHERIFF'S OFFICE (KCSO)

VEHICLE MAINTENANCE SERVICE CONTRACT

Invitation to Bid (ITB) Number: 2022-02



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SECTION 1: INTRODUCTION

A. DEFINITIONS:

“Addenda” or “Addendum” means written or graphic instruments issued by Kendall County, Illinois (“County”), which by additions, deletions, clarifications or corrections, modify or interpret the Bidding Documents. All Addenda shall be incorporated herein by reference as part of the ITB.

“Bid” means a complete and properly executed proposal to complete the Project for the sums stipulated therein, submitted in accordance with the Bidding Documents.

“Bidder” means a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

“Bidding Documents” means this ITB, all Addenda, the project manual and the drawings of the Project, which shall hereinafter be referred to collectively as “Bidding Documents”.

“County” means Kendall County, Illinois and its elected officials, departments, employees, and agents.

“Kendall County Sheriff’s Office” means the elected office of the Sheriff of Kendall County, and its departments, officials, employees, and agents.

“ITB” means this Invitation to Bid and any documents specifically incorporated by reference or attached hereto.

“Project” means the Scope of Work described in the Bidding Documents.

“Project site” means the location where the Project will be performed, which is the following location: **1102 Cornell Lane Yorkville, Illinois 60560** and the **designated bidder address of operation**. In the event of a request for roadside assistance, those locations within Kendall County as requested.

“Procurement Ordinance” refers to the Kendall County Procurement Ordinance, as amended from time to time.

B. SCOPE OF WORK:

The County, by and through the Kendall County Sheriff’s Office, seeks a qualified business to provide the following scope of services in accordance with the requirements set forth in this ITB and the Bidding Documents:

The Kendall County Sheriff’s Office seeks the services of a qualified Vehicle Maintenance and Repair Services provider to provide vehicle maintenance services for the Kendall County Sheriff’s Office’s complete fleet of vehicles which includes, but is not limited to, Police Squad Cars and SUVs, Administrative/Passenger vehicles, and light trucks. The vehicles are assigned to specific areas based on needs, efficiency, and other considerations as determined. The profile of vehicles by year, make, model, and mileage may change as needs and work requirements change. The vehicle maintenance services to be provided must meet the needs of the Kendall County Sheriff’s Office in the most cost-effective and efficient manner possible. Qualified firms wishing to respond to INVITATION TO BID – Vehicle

Maintenance and Repair Services must provide all equipment, services, and materials described in this document. See Section 5 for Project Specifications, which are incorporated herein by reference.

Bidder shall work collaboratively with Kendall County Sheriff's Office staff to meet the following key components of the vehicle maintenance program:

1. Comprehensive, preventive maintenance schedule
2. Full utilization of standard warranty coverage
3. Customer service responsiveness to maximize cost efficiencies, minimize unscheduled repairs and downtime.
4. Courteous, quality service while providing staff with mechanically sound, safe, and reliable vehicles.
5. Reliable porter services to include Kendall County Sheriff's Office vehicle pick up and drop off.

Minority business firms are encouraged to submit Bids on the Project, and Bidders are encouraged to utilize minority businesses as sub-contractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Bids for the Project.

Also, the Bidding Documents incorporate by reference herein all requirements of the Kendall County Procurement Ordinance, as amended. In the event of any conflict between the Bidding Documents and the Kendall County Procurement Ordinance, the terms of the Kendall County Procurement Ordinance, as amended, shall control.

C. BASIS OF BIDS:

Bids will be a single contract with a stipulated rate.

The specifications described herein are what the Kendall County Sheriff's Office determined are necessary to meet the performance requirements of the Kendall County Sheriff's Office. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, alternate bids must be clearly marked as such and deviations from the specifications must be plainly noted. The bid must be accompanied by complete technical specifications of the alternate item(s) offered. Equivalency shall be at the Kendall County Sheriff's Office's sole discretion, and it shall be the Kendall County Sheriff's Office's sole decision whether to accept an alternate or not.

Unit prices shall be shown for each item as applicable and for which Bidder is offering a bid. The unit price shall include all packing, crating, freight/shipping charges, and cost of unloading supplies at destination unless otherwise expressly stated in the Bid proposal. Unit prices shall not include any local, state or federal taxes. In case of a mistake in the extension of price, the unit price shall govern. All prices must be typewritten or written in ink adjacent thereto and initialed in ink by the party signing the Bid.

D. IMPORTANT DATES:

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
September 1, 2022	Bidding Documents available at Public Safety Center 1102 Cornell Lane Yorkville, IL 60560 or www.kendallcountyil.gov
September 12, 2022	Questions due to Commander Jason Langston at jlangston@kendallcountyil.gov or Fleet Manager Andy Peters at apeters@kendallcountyil.gov no later than 12:00 p.m. (CST)
September 15, 2022	Questions answered via addendum and posted on the County's website no later than 4:00 p.m. (CST) or via e-mail and at optional meeting.
September 15, 2022	Optional Pre-Bid Meeting at 1:00 p.m. (CST) at 1102 Cornell Lane, Yorkville, Illinois 60560.
September 22, 2022	Sealed Bids due no later than 4:00 p.m. (CST).
September 23, 2022	Bid opening conducted at 10:30 a.m. (CST) at 1102 Cornell Lane, Yorkville, Illinois 60560.

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

Bidding Documents available at the Kendall County Sheriff's Office Public Safety Center, 1102 Cornell Lane Yorkville, IL 60560 or www.kendallcountyil.gov on or after September 1, 2022 @ 9:00 a.m. (CST).

F. PRE-BID MEETING:

A pre-Bid meeting will be held at the Project site: Public Safety Center 1102 Cornell Lane Yorkville, IL 60560. Prospective Bidders should meet at Main Lobby. The pre-Bid meeting will begin promptly at 1:00 p.m. (CST) on September 15, 2022. All Prospective Bidders are requested to attend.

G. ADDENDUM:

Any and all changes to the Bidding Documents are valid only if they are included by written addendum to all Bidders. Addenda are written instruments issued by the Kendall County Sheriff's Office prior to the date for receipt of Bids, which modify or interpret the Bidding Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the Bidding Documents. Only Commander Jason Langston or Fleet Manager Andy Peters has the authority to issue an addendum for these Bidding Documents.

No interpretation of the meaning of the plans, specifications, or other Bidding Documents will be made orally. All Addenda will be posted on the County's website at: www.kendallcountyil.gov .

Each Bidder shall confirm prior to submitting a Bid that all Addenda issued by the Kendall County Sheriff's Office have been received and, by submission of a Bid, such act shall be taken to mean that such Bidder has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the Bidding Documents and Addenda. Failure of the Bidder to receive and review any addendum or interpretation issued by the Kendall County Sheriff's Office shall not relieve the Bidder from the obligation under their Bid as submitted. Failure of a Bidder to request an interpretation

constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Bidder to submit a Bid improperly.

H. QUESTIONS

Should a Bidder require any additional information about this ITB or any other Bidding Documents, such questions should be directed in writing to the Kendall County Sheriff's Office. All questions should be sent to:

Kendall County Sheriff's Office
Attention: Jason Langston, Commander
E-mail address: jlangston@kendallcountyil.gov

Or

Kendall County Sheriff's Office
Attention: Andy Peters, Fleet Manager
E-mail address: apeters@kendallcountyil.gov

Questions must be received by the Kendall County Sheriff's Office at the above-referenced email address no later than 12:00a.m. (CST) on September 12, 2022.

Questions timely received by the Kendall County Sheriff's Office will be answered at the discretion of the Kendall County Sheriff's Office. Any answers provided by the Kendall County Sheriff's Office will be given by means of an addendum published on the Kendall County website at www.kendallcountyil.gov and sent to all Bidders.

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SECTION 2: SUBMITTAL OF BIDS

A. SUBMITTAL OF SEALED BID

All Bidders must submit one (1) original and one (1) copy of their Bid in a sealed package plainly marked in the lower left-hand corner "Bid for KCSO Vehicle Maintenance Service Contract ITB". If a Bid is submitted by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Failure to submit a Bid in a properly marked, sealed package may eliminate the Bid from consideration.

The sealed Bid must be addressed and delivered to:

Kendall County Sheriff's Office
Attention: Commander Jason Langston
Address: 1102 Cornell Ln
Yorkville, IL 60560

Sealed Bids must be received by Kendall County no later than 4:00 p.m. on September 22, 2022 (hereinafter referred to as the "Due Date"). Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bid. Bids received after the Due Date will not be considered and shall be marked "Late" and returned to the Bidder unopened.

B. MODIFICATION OR WITHDRAWAL OF BIDS:

Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by sending written notice to the person designated to receive Bids on behalf of the Kendall County Sheriff's Office. Such notice must be received by the Kendall County Sheriff's Office on or before the date and time set for receipt of Bids. The person receiving Bids shall verify that the replaced/withdrawn Bid is removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

C. OPENING OF SEALED BIDS:

The sealed Bids timely received by the Kendall County Sheriff's Office shall be opened and publicly read on **September 23, 2022 at 10:30a.m. at the Public Safety Center, 1102 Cornell Ln, Yorkville, Illinois 60560**. Each sealed Bid received by the County shall be analyzed to ensure that all stipulations have been satisfied by the Bidder. The results shall be recorded and forwarded with all Bidding Documents to the appropriate County official. Bidder attendance is NOT required at the opening of sealed Bids.

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SECTION 3: INSTRUCTIONS TO BIDDERS

A. WHAT INFORMATION MUST BE INCLUDED IN THE BIDS:

All Bids must comply with the following requirements:

1. The Bidder must complete and include all of the following documents with their Bid:
 - Completed Bid Forms (the Bid Forms are attached to the ITB as Exhibit 1)
 - All other requirements included in the Bidding Documents
2. All sealed Bids must be comprehensive and complete for the services requested in the Bidding Documents. All Bids shall provide a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of the Bidding Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Bidder shall be specified in the completed Bid Forms. Any reduction or donation provided by a Bidder to the Kendall County Sheriff's Office shall not relieve Bidder of their obligations to comply with existing local, state or federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*). The Kendall County Sheriff's Office shall only consider any reduction or donation in determining the lowest responsible Bidder to the extent that the reduction or donation effects the stipulated sum Bid by a Bidder.
4. The "Terms and Conditions" set forth in the Bidding Documents will apply to the contract between the Kendall County Sheriff's Office and the successful Bidder. By submitting a Bid, a Bidder agrees to the Terms and Conditions. Any Bid that conflicts with the Terms and Conditions may be deemed an unresponsive Bid.
5. All sealed Bids shall be submitted on forms included in these Bidding Documents unless otherwise specified.
6. All information requested on Bid forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.
7. The County will not be responsible for any expenses incurred by the Bidder in preparing and submitting Bids.
8. The Bidder must sign their Bid in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Bidder. The name of each person signing should be typed or printed below the signature.
9. The individual signing the document for the Bidder shall initial all erasures and/or corrections in their sealed Bid.
10. All variations to the stated specifications must be described in detail (free from ambiguity).

11. All Bidders must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Bidders shall be prepared to furnish evidence of the foregoing upon request.
12. The Bidder acknowledges that all materials submitted with the Bid become the property of the Kendall County Sheriff's Office and, as such, may be available to the public pursuant to applicable law.
13. The Bidder is expected to comply with the true intent of this ITB and the Bidding Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the Kendall County Sheriff's Office. Should the Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify the Kendall County Sheriff's Office in writing, and the County will issue written corrections or clarifications. The Bidder is responsible for the contents of its Bid and for satisfying the requirements set forth in the ITB and Bidding Documents. Bidder will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Bidder in the process of putting the Bid together.

B. MODIFICATION OR INTERPRETATION OF BIDDING DOCUMENTS:

The Bidder acknowledges that some of the existing conditions shown in the Bidding Documents are presented for information as an approximation and are not a substitute for the Bidder's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Bidder from any of the requirements of the Bidding Documents or any contract entered into by the Kendall County Sheriff's Office and the successful Bidder.

The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Kendall County Sheriff's Office of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in these Bidding Documents.

C. BID SURETY:

The Bidder is not required to pay a Bid surety with the ITB.

D. AWARD OF BID:

It is the intent of the Kendall County Sheriff's Office to award the Bid to the lowest responsible bidder who has met all specifications, terms, and conditions of this ITB and all other Bidding Documents. The Kendall County Sheriff's Office reserves the right to issue its award on a per item basis or total low bid overall. The quality of the articles and services to be supplied, their conformity with specifications, their suitability to the requirements of the Kendall County Sheriff's Office, and delivery and discount terms will be taken into consideration in making the award(s). In determining the lowest responsible Bidder, the Kendall County Sheriff's Office shall take into consideration the qualities of the services/articles supplied; their conformity with the specifications; their suitability to the requirements of the Kendall County Sheriff's Office, availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked, integrated computer systems; compatibility to existing equipment; and the delivery terms. The Kendall County Sheriff also reserves the right to consider bid prices, the references and successful service history, corporate experience and 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 Bidder's reputation and past performance in executing the Kendall County Sheriff's Office contract, will also be

weighed in executing Kendall County Sheriff's Office contracts. The criteria are not necessarily listed in any particular order. The Kendall County Sheriff's Office may request additional information from all bidders and further evaluate the selection criteria.

Submission of a bid confers no rights on the bidder to selection or to a subsequent contract. This ITB process is for the Kendall County Sheriff's Office's benefit only, and it is intended to provide the Kendall County Sheriff's Office with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made solely at the Kendall County Sheriff's Office's discretion. By submitting a Bid, Bidder acknowledges the Kendall County Sheriff's Office's decision is final, binding, and conclusive upon the Bidder for all purposes.

All bids submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the due date for submittal of sealed bids, unless, upon the Kendall County Sheriff's Office's request, the Bidder agrees in writing to an extension.

The failure of a Bidder to promptly supply information requested in the Bidding Documents may result in the Bidder being eliminated from consideration.

The Kendall County Sheriff's Office reserves the right to reject any or all bids, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the Bidding Documents, or to supplement, amend, or otherwise modify the Bidding Documents, without notice. The Kendall County Sheriff's Office may seek additional information or clarification from a bidder at any time and failure to respond promptly may be cause for rejection of the bid.

The Kendall County Sheriff's Office reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. The Bidder's failure to agree to the Terms and Conditions included in the Bidding Documents or to otherwise meet the requirements of the Bidding Documents may result in the disqualification of the Bidder's bid from further consideration as an unresponsive bid.

E. EXECUTION OF CONTRACT:

The accepted Bid shall be contracted by the Kendall County Sheriff's Office for the total stipulated sum set forth in the accepted Bid. The Kendall County Sheriff's Office will not be responsible for any additional charges above the accepted Bid unless additional services are negotiated and accepted by the Kendall County Sheriff's Office by written addendum to the original contract.

The contents of the Bid submitted by the successful Bidder and the Bidding Documents (including, but not limited to the Terms and Conditions set forth below in this ITB) will become a part of the contract awarded as a result of the Bid process.

Notwithstanding any delay in the preparation and execution of the contract, each Bidder shall be prepared, upon written notice of Bid acceptance, to commence work within ten (10) calendar days following receipt of official written order of the Kendall County Sheriff's Office to proceed, or on date stipulated in such order.

SECTION 4: TERMS AND CONDITIONS

The Bidder's failure to agree to the following terms and conditions may result in the disqualification of the Bidder's proposal from further consideration as an unresponsive Bid.

By submitting a Bid, Bidders represent that:

1. Bidder has read and understands the Bidding Documents;
2. The Bid complies with the Bidding Documents;
3. Bidder has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Bidder's observations with the requirements of the Bidding Documents and the Bidder's Bid; and
4. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents, as may be amended by written addendum, without exception.

By submitting a Bid, Bidders agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between Kendall County and the successful Bidder:

1. These Terms and Conditions, along with the ITB, the Bidding Documents, and the Bidder's Bid, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the ITB, the remaining portions of the Bidding Documents, and the Bidder's Bid.
2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the Kendall County Sheriff's Office but no later than November 30, 2024 or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
3. Pursuant to, and as set forth in this Agreement, Bidder will provide the County the following services:

See Section 5 for Project Specifications, which are incorporated herein by reference.
(Hereinafter referred to collectively as "the Scope of Work" or "the Project").
4. As consideration for the services to be performed by Bidder pursuant to the terms and conditions set forth in this Agreement, the Kendall County Sheriff's Office agrees to pay Bidder as described in "Exhibit 1".

The Kendall County Sheriff's Office shall not be responsible for any costs in excess of the payment schedule set forth in the Scope of Work unless the County agrees to said increase in writing before such expense is incurred. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

5. The Kendall County Sheriff's Office reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Bidder, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a written change order that is first executed by both the Kendall County Sheriff's Office and the Bidder. The Kendall County Sheriff's Office will not pay for verbal change orders. Bidder must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the Kendall County Sheriff's Office *before* proceeding with any additional work or any variations in specified materials. Furthermore, Bidder understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be rebid in same manner as the original contract. *See* 50 ILCS 525/5. Bidder also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the Kendall County Sheriff's Office. *See* 720 ILCS 5/33E-9.
6. Bidder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the Kendall County Sheriff's Office. Bidder understands and agrees that Bidder is solely responsible for paying all wages, benefits and any other compensation due and owing to Bidder's officers, employees, and agents for the performance of services set forth in the Agreement. Bidder further understands and agrees that Bidder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Bidder's officers, employees and/or agents who perform services as set forth in the Agreement. Bidder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents and agrees the Kendall County Sheriff's Office is not responsible for providing any insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents. Bidder hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the Kendall County Sheriff's Office, its board members, officials, employees, insurers, and agents for any alleged injuries that Bidder, its officers, employees and/or agents may sustain while performing services under the Agreement. Bidder shall exercise general and overall control of its officers and employees.
7. For public safety reasons and to the extent permitted by law, Bidder agrees that no one shall be assigned to perform work at the Kendall County Sheriff's Office's facilities on behalf of Bidder, Bidder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Bidder has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, in the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Bidder agrees that the individual shall not be assigned to perform work on or at the Kendall County Sheriff's Office's properties and/or facilities absent prior written consent from the County. The Kendall County Sheriff's Office, at any time, for any reason and in the County's sole discretion, may require Bidder, Bidder's contractors, and Bidder's subcontractors to remove any individual from performing any further work under this Agreement. Should the Kendall County Sheriff's Office have a complaint regarding the performance of the services or the behavior of Bidder's officers, employees, contractors, subcontractors, and/or agents performing services under this Agreement, or should the Kendall County Sheriff's Office request a change in the manner in which services are being performed pursuant to this Agreement, the Kendall County Sheriff's Office shall transmit the same to the Bidder's on-site foreman and/or to any other member of Bidder's management, who shall take immediate action and shall promptly resolve the problem to the Kendall County Sheriff's Office's satisfaction. Bidder's failure to take immediate action and/or to resolve the problem to the Kendall County Sheriff's Office's satisfaction shall be considered a material breach of the Agreement.

8. Bidder shall indemnify, hold harmless and defend with counsel of the Kendall County Sheriff's Office's own choosing, the Kendall County Sheriff's Office, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Bidder of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Bidder in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Bidder'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 this indemnification provision. Indemnification shall survive the termination of this Agreement.

9. Bidder will obtain and continue in force, during the term of this Agreement, all insurance as set forth below:
 - a. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the Kendall County Sheriff's Office at the address set forth herein.

 - b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
 - i. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

 - ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

 - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Bidder has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

 - iv. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)

- v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Bidder's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
- c. If Bidder maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Bidder including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Bidder's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- d. For any claims related to this Agreement, the Bidder's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Bidder's insurance and shall not contribute with it.
- e. Bidder hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Bidder may acquire against Releasees by virtue of the payment of any loss under such insurance. Bidder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
- f. Self-insured retentions must be declared to and approved by the County. The County may require the Bidder to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.
- g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Bidder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
- h. Bidder shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- i. Subcontractors: Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bidder shall ensure that the County is an additional insured on insurance required from subcontractors.
 - j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
10. Bidder agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project and/or while performing the Scope of Work. Bidder also waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend the Releasees from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Releasees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Releasees' own negligence. Releasees are designated and recognized as explicit third-party beneficiaries of this *Kotecki* waiver within the general contract and all subcontracts entered into in furtherance of the general contract.
11. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
12. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the Kendall County Sheriff's Office, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
13. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the Kendall County Sheriff's Office upon written notice delivered to Bidder at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.
14. Bidder agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

15. When applicable, Bidder shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
 16. Bidder, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Also, Bidder and Bidder's subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
 17. All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of the Kendall County Sheriff's Office. 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.
 18. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
 19. This Agreement shall be construed in accordance with the laws 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.
 20. In the event the Kendall County Sheriff's Office is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the Kendall County Sheriff's Office's obligations under this Agreement during said fiscal period, the Kendall County Sheriff's Office agrees to provide prompt written notice of said occurrence to Bidder. In the event of a default due to non-appropriation of funds, the Kendall County Sheriff's Office has the right to terminate the Agreement upon providing thirty (30) days written notice to Bidder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
 21. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, to the County's Representative, Commander Jason Langston, 1102 Cornell Ln. Yorkville IL 60560, with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Bidder, to:
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22. Bidder certifies that Bidder, 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). Bidder further certifies by signing the Agreement, the Bidder, 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. Also, by signing this Agreement, Bidder affirms that Bidder has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Bidder's company been so convicted nor made such an admission.
23. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Bidder or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Bidder or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
24. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
25. Bidder Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all bidders and subcontractors doing business with the Kendall County Sheriff's Office. To comply with this statutory obligation, the Bidder agrees to provide the Kendall County Sheriff's Office with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:
1. Is the Bidder and/or any of the Bidder's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
 2. If the answer to Question (1) is "yes", does the Bidder and/or any of the Bidder's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
 3. If the Bidder and/or the Bidder's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?
26. Bidder 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.*
27. The Kendall County Sheriff's Office and/or Bidder's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

28. Bidder warrants to the Kendall County Sheriff's Office that all services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
29. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the Kendall County Sheriff's Office, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.
30. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
31. The Kendall County Sheriff's Office and the Bidder each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Bidder hereby affirms that Bidder is legally authorized to transact business in the State of Illinois.

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SECTION 5: PROJECT SPECIFICATIONS

PROJECT SCOPE:

The Kendall County Sheriff's Office has issued this ITB for the sole purpose of obtaining responsive proposals from qualified individuals or firms to establish a contract, through competitive negotiation, for the procurement of services and/or supplies as set forth herein.

Only bidders who have demonstrated the ability to provide the requested products and services, at competitive rates, with timely delivery of services, and abiding by policies/procedures of government customers of comparable size will be considered for award of contract.

All requests, responses, inquiries and ultimate final negotiations will be conducted by the Kendall County Sheriff, all subject to final agreement by the Bidder, Kendall County and the Kendall County Sheriff.

The Kendall County Sheriff's Office seeks the services of a qualified Vehicle Maintenance and Repair Services provider to provide vehicle maintenance services for the Kendall County Sheriff's Office's complete fleet of vehicles which includes, but is not limited to, Police Squad Cars and SUVs, Administrative/Passenger vehicles, and light trucks. The vehicles are assigned to specific areas based on needs, efficiency, and other considerations as determined. The profile of vehicles by year, make, model, and mileage may change as needs and work requirements change. The vehicle maintenance services to be provided must meet the needs of the Kendall County Sheriff's Office in the most cost-effective and efficient manner possible. Qualified firms wishing to respond to ITB - Vehicle Maintenance and Repair Services must provide all equipment, services, and materials described in this document.

Bidder shall work collaboratively with Kendall County Sheriff's Office staff to meet the following key components of the vehicle maintenance program:

1. Comprehensive, preventive maintenance schedule
2. Full utilization of standard warranty coverage
3. Customer service responsiveness to maximize cost efficiencies, minimize unscheduled repairs and downtime.
4. Courteous, quality service while providing staff with mechanically sound, safe, and reliable vehicles.

CONTRACT TERM: Service Period:

The initial contract/agreement period will be for two (2) years; December 1, 2022 through November 30, 2024 with an option to mutually agree to extend services for up to an additional two (2) years. Any changes to service levels will be mutually agreed upon in writing by all parties before any extension is authorized.

As part of the agreement, the Kendall County Sheriff's Office will reserve the right to select or reject which employees and agents of Bidder will perform the vehicle maintenance services.

SCOPE OF WORK FOR PREVENTIVE MAINTENANCE:

Bidders shall perform routine repair services that include, but are not limited to, work on brakes, suspension, heat/air conditioning systems, electrical systems, minor engine repair, and other repairs normal and customary for routine repair of a commercial fleet of vehicles.

Only fixed service locations within the boundaries of the County of Kendall will be considered for contract award.

Bidders **must** be able to provide a timely vehicle pick up/drop off or porter service of Kendall County Sheriff's Office vehicles to/from the Public Safety Center to be considered for contract award. Bidder's employees, contractors, sub-contractors or designees must possess and maintain a valid driver's license to operate Kendall County Sheriff's Office vehicles.

The required turnaround time for preventative maintenance ("PM") service plus routine repair services done as a result of the PM inspection shall not exceed one (1) business day without the prior authorization of the Kendall County Sheriff's Office. The Kendall County Sheriff's Office also shall receive priority service over Bidder's other customers waiting for routine/PM service.

A. PREVENTIVE MAINTENANCE SERVICE CHECKLIST:

A preventative maintenance checklist shall be completed by the technician and attached to the invoice submitted to the Kendall County Sheriff's Office for every vehicle serviced. The technician should include observations and explanations for any further needed repairs. The checklist shall address all of the following items:

1. Preventative Maintenance Checklist:

All preventative maintenance checks/inspections shall be conducted in accordance with original equipment manufacturer (OEM) specifications and recommendations. The below lists are not all inclusive and shall only be utilized as a guideline for vehicle inspections and items to be inspected or maintained.

1. Inspect the exterior of the vehicle for damage, check the windows/mirror for cracks or dings, and check that the license plates are secured on the front and rear.
2. Check operation of all factory installed directional signals and lights. This will include interior and exterior lights, however exclude all aftermarket police/emergency vehicle lights.
3. Visually check operation of all instruments and gauges.
4. Check operation of heat/defroster and air conditioner. Visually check all OEM interior knobs and handles (doors, locks, dash panel).
5. Check operation safety of equipment: horn and seat belts.
6. Check operation of the parking brake.
7. Check operation and lube the hood latch and door locks.
8. Check operation of the transmission and check the fluid level. Fill with the specified transmission fluid if needed, as suggested by the manufacturer.
9. Inspect the wiper blades and wiper arms. Fill the window wash reservoir, as needed.
10. Check the steering operation. Check the power steering fluid level and fill as needed.

11. Visually check for coolant leaks in the radiator or hoses. Tighten hose clamps as needed. Check the coolant level in the reservoir and fill as needed.
12. Check the battery water, remove and clean the battery cables and terminals if necessary.
13. Check condition of the engine mounts.
14. Check condition and tension of all belts and hoses.
15. Inspect and clean or replace the PVC valve, if needed.
16. Check fuel lines, hoses, and fittings for leaks and tighten as required.
17. Check operation of brakes and/or air brake system, and fluid levels, fill as needed. Visually inspect and clean the calipers, wheel cylinders, rotors, drums, and brake lining. Record the approximate front and rear remaining lining wear in mileage terms (5K + or 10K +). Brakes should be replaced if less than an estimated 5,000 miles remains in brake-lining life.
18. Drain and replace engine oil and filter every 6,000 miles
19. Inspect tire wear, tread depth and air pressure, fill if needed.
20. Inspect condition of wheels, lug nuts, and studs.
21. Check differential fluid level and fill as needed with manufacturer recommended fluid.
22. Inspect condition of drive line and U-joints. Lube as required.
23. Checks exhaust system for leaks.
24. Lubricate (when required) and give suspension system “look and shake” inspection. Visually inspect the shocks for leaks.
25. Visually check condition of the frame and cross members.
26. Attach sticker that shows mileage of next service due (or as specified by owner’s manual if under warranty). The sticker should be placed on windshield.
27. Check transfer case fluid level and fill as needed with manufacturer recommended fluid.
28. The technician must complete the comments section to explain any needed repairs or observations for all above items.

2. 50,000 mile service Checklist:

1. Preventative Maintenance (“PM”) checklist items 1-9.
2. Perform a pressure check of the coolant system for leaks.
3. Change the air and fuel filters.
4. Perform a complete system check to include the ignition/timing, the charging voltage, charging amperage and the cranking amperage. The results must be recorded on the PM checklist.
5. Drain the transmission fluid, replace the filter, adjust the transmission bands and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Road test should be performed to ensure the fluid is circulated and that the bands are adjusted properly to have a smoothly operating vehicle.
6. Replace all spark plugs and wires, distributor cap and rotor, and PVC valve with new OEM or better quality parts. Perform overhead service.
7. Drain coolant system and perform back flush to system. Replace coolant.
8. Remove thermostat and gasket and replace with new OEM or better quality part.
9. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
10. A road test shall be performed for each preventive service performed for diagnosing problems, checking the effectiveness of repairs and for testing the overall operation of the vehicle.
11. The technician must complete the comments section to explain any needed repairs or observations for all above items.

3. 100,000 mile service Checklist:

1. PM checklist items 1-9 and 50,000 mile service checklist items.
2. When applicable, replace all spark plugs and wires, distributor cap and rotor, and PVC valve with new OEM or better quality parts. Perform overhead service.
3. Drain coolant system and perform back flush to system. Replace coolant.
4. Remove thermostat and gasket and replace with new OEM or better quality part.
5. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
6. The technician must complete the comments section to explain any needed repairs or observations for all above items.

4. Unscheduled Repair Service: As a result of preventative maintenance service, the technician may make recommendations for further repair service. Technician shall support their recommendations for such repair work by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, and other customary means. The technician shall obtain prior authorization from the Sheriff's designee before completing any further repair work that is identified as a result of preventative maintenance Service.

B. LABOR, MATERIALS, SUPPLIES AND TOOLS:

The Bidder shall furnish at no additional cost other than set forth in the Bid Form all of the following: labor, materials, supplies and tools necessary to provide the fleet vehicle maintenance as outlined in the Scope of Work.

Major repairs and where not prohibited shall include a 12 Month unlimited mileage warranty on parts and labor

C. TIRES:

Bidder shall provide free storage for up to thirty (30) tires (purchased by Kendall County Sheriff's Office through State contract).

D. CERTIFIED TECHNICIANS:

All mechanical work will be performed by Certified GM/Ford mechanics.

E. RECYCLE POLICY: Kendall County encourages all bidders to recycle and consider their impact upon the environment.

F. TAX EXEMPT STATUS: Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003-07. The Kendall County Sheriff's Office agrees to notify Bidder promptly in the event of a change in its tax-exempt status.

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Exhibit 1

BID FORM

KENDALL COUNTY SHERIFF'S OFFICE VEHICLE MAINTENANCE SERVICE REQUEST FOR PROPOSAL

BID OPENING: September 23, 2022 at 10:30 A.M. C.S.T.

BID SUBMITTED BY: _____

Address: _____

Phone: _____

Email: _____

BID PRICE

Labor Rates (standard) \$ _____

PM/OIL CHANGE/FILTER/ LUBE/SAFETY INSPECTION \$ _____

TIRE ROTATION \$ _____

WHEEL ALIGNMENT \$ _____

Parts Discount (% below list price) % _____

TOTAL – BASE BID (cost per vehicle) \$ _____

The undersigned hereby agrees to provide the vehicle maintenance services as set forth in the Bidding Documents for the total bid price of:

TOTAL BID – BASE BID

_____ Dollars

(Written in words)

and _____ cents.

(Written in words)

Signature of Bidder

Title

Date