



INVITATION TO BID (ITB) 2019-7

Closes June 4th, 2019 at 3:00 pm

BACKGROUND

Utah County intends to replace a 2009 Jacobsen Mower (701473) with a new 2019 Bobcat Toolcat 5600 Utility Vehicle with a compatible front loader dirt bucket and hydraulic sweeper attachment.

SPECIFICATIONS:

- Bobcat 5600 Toolcat part number M1221
- Adjustable Vinyl Seats
- All -Wheel Steer
- Automatic Glow Plugs
- Auxiliary Hydraulics
- Variable Flow with dual direction
- Beverage holders
- Bob-tach
- Boom Float
- Cargo Box Support
- Cruise Control
- Deluxe Operator Canopy
- Front Window, Rear Window
- Front Wipers and Electrical Power Port
- Lower Engine Guard
- Limited Slip Transaxle
- Engine and Hydraulic Monitor with Shutdown
- Front Work Lights
- Full-Time Four-Wheel Drive
- Horsepower Management
- Roll Over Protective Structure (ROPS) meets SAE J1040 and ISO3449 Level 1
- Dome Light
- Hydraulic Dump Box
- Instrumentation: Hour Meter, Job Hours, Speedometer, Tachometer, Fuel Gauge, Engine

- Temperature Gauge and Warning lights.
- Joystick, Manually Controlled with Lift Arm Float
- Lift Arm Support
- Automatic Park Brake
- Power Steering with Tilt Wheel
- Radiator Screen
- Rear Receiver Hitch
- Seat Belts, Shoulder Harness Type
- Spark Arrestor Muffler
- 4-Wheel Independent Suspension
- 29 x 12.5-15 8 Ply Turf tires
- Toolcat Interlock System
- Two-Speed Transmission
- Machine Warranty – 12-Months Unlimited Hours
- Engine Warranty – 24 months or 2000 hours.

OPTIONAL EQUIPMENT SPECIFICATIONS:

- Cab Enclosure with HVAC Part Number M1221-R02-C03
- Attachment Control Part Number M1221-R08-C02
- Power Bob-Tach Part Number M1221-R12-C02
- Traction Control Part Number M1221-R16-C02
- Engine Block Heater Part Number M1221-A01-C02
- 68" Angle Broom Part Number 7337703
- 56" (?) Dirt Bucket to Match Machine

DELIVERY SCHEDULE:

- One unit will be purchased and delivered before the end of 2019, preferably within 90 days of order placement (if possible).
- Delivery FOB 2801 S. State Street, Provo, Utah

PROCEDURE

The procedure for response to this Invitation to Bid (ITB) is as follows:

1. Interested entities will prepare and submit their bids prior to the specified Closing Date (June 4th, 2019 at 3:00 Mountain Time).
2. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
3. The selected bidder shall be required to sign an agreement, a sample of which is included as Exhibit C.

BID ORGANIZATION

Each respondent must submit TWO (2) copies of its SEALED bid to the Utah County Purchasing Manager. The envelope containing the bid must be clearly labeled "SEALED BID – ITB 2019-7 - Bobcat Toolcat 5600 Utility Vehicle". The bid must be delivered to by **Tuesday, June 4th at 3:00 pm** mountain time:

Robert Baxter
Utah County Purchasing Manager
100 East Center Street, Suite 3600
Provo, Utah 84606

TIMEFRAME

Bids shall be submitted no later than **Tuesday June 4th, 2019 at 3:00 pm** to the address listed above. Bids will be opened June 4th at 3:15 pm.

LATE BIDS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

The bid must include:

1. Bid Proposal (Exhibit A)
2. Completed Certificate of Non Collusion (Exhibit B)
3. A copy of the bidder's current business license.
4. A completed W-9 form for the bidder.

QUESTIONS AND CLARIFICATIONS

Questions regarding this ITB should be directed prior to the submission deadline date to the SciQuest website, or to:

Dan Gibson
Fleet Manager
801-851-8682 Office
801-851-8685 Fax
danielgg@utahcounty.gov

ACCEPTANCE OF BID

- A. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.
- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this ITB, or such party's response.

DISQUALIFICATION OF BID

The occurrence of any of the following may result in disqualification of a bid:

1. Failure to respond within the established timetable.
2. Failure to completely answer all questions presented in the ITB.
3. Use of any other type of form or format other than those indicated in the ITB.
4. Failure to provide requested documentation at the time of bid submission.
5. Illegible responses.
6. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.
7. If the bidder is unable to evidence a satisfactory record of integrity.
8. If the bidder is not qualified legally to contract.
9. If the bid at the opening does not contain a signed bid, and a signed certificate of non-collusion.
10. Utah County reserves the right to reject any or all bids.

DISPOSITION OF BIDS

All bids (and the information contained therein) shall become the property of Utah County. No bid shall be returned to the respondent regardless of the outcome of the selection process.

EVALUATION CRITERIA

All bids will be evaluated by authorized representatives of Utah County for compliance with the terms and conditions contained in this ITB and the resulting agreement awarded to the lowest responsive and responsible bidder.

GENERAL

- A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the ITB. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded bidder.
- B. It is vitally important that any person who signs a bid or agreement on behalf of a respondent certifies that he or she has the authority to so act. The bidder who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.
- C. Receiving this ITB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this ITB. Utah County shall have no liability to any person or entity under or in connection with this ITB, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this ITB.
- D. By responding to this ITB each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this ITB. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives

as a result of this ITB process or the use of the information contained in this ITB. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

INTERPRETATION OF ITB

The invalidity of any portion of this ITB shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders.

The paragraph and section headings in this ITB are for convenience only and do not constitute a part of the provisions hereof.

PROPRIETARY INFORMATION

The bidder shall mark proprietary information contained in the bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bids. Pricing and service elements of the successful bid will not be considered proprietary.

RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all bids must be submitted in the bid format outlined herein.
- C. All prospective bidders must meet the required criteria as of the date of submission.
- D. Respondents must provide all information requested in the Contractor Information Form.
- E. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

EXHIBIT A

BID PROPOSAL

CONTRACTOR: (Name, Address, Phone No.): _____

The undersigned offers the following at the price listed below:

A. Price per Unit as Specified: \$_____

Signature of the Preparer

Date

Title of Preparer

EXHIBIT B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH) Invitation to Bid
)SS for
COUNTY OF UTAH) Bobcat ToolCat 5600

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:
That as a condition precedent to the award of the Utah County project as above captioned,

I _____
 (owner, partner, officer or delegate)

of _____ do
 (company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this bid or potential agreement resulting therefrom.

Supplier Signature

By: _____

Title: _____

Subscribed/sworn to before me this ____ day of _____ 2019 A.D.

My Commission Expires _____

Residing at _____

Seal

By: _____
Notary Public

ATTACHMENT C
SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2019, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and _____, (address), hereinafter referred to as **CONTRACTOR**.

WITNESSETH:

WHEREAS, the **COUNTY** desires to obtain materials and services as herein defined and further to obtain such materials and services in accordance with Utah State Law; and

WHEREAS, **CONTRACTOR** is willing to provide such materials and services to the **COUNTY** in consideration of receiving such fees as herein provided;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF WORK

In consideration of the compensation set forth in Section 2, the **CONTRACTOR** agrees to sell to the **COUNTY** one 2019 Bobcat Toolcat 5600 utility vehicle as set forth in the specifications in the County's Invitation to Bid and Exhibit A Bid Proposal, which is incorporated by this reference.

2. COMPENSATION

In exchange for services listed in Section 1, the **COUNTY** will pay **CONTRACTOR** at the applicable price stated in Exhibit B for items accepted by the **COUNTY**.

3. AMENDMENTS

No oral modifications or amendments to this agreement shall be effective, but such may be modified or amended by a written agreement signed by the parties.

4. ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK

The County Commission, after recommendation by the County Public Works Director, reserves the right to make at any time during the term of this agreement, such increases or decreases in quantities and such alterations in the details of the work, and the elimination of one or more items as may be found necessary or desirable and to adjust the contract price accordingly by change order. Such alterations shall not be considered as a waiver of nor release of any surety. **CONTRACTOR** agrees to accept the specifications as altered the same as if it had been a part of the original agreement. **CONTRACTOR** shall proceed with the work alterations when ordered in writing. Financial increases to this agreement must be approved by the County Commission before additional work is authorized and constructed.

5. ASSIGNMENT

This agreement, or any part thereof, shall not be assigned without the prior written consent of the other party. No assignment shall relieve the original parties from any liability hereunder.

6. AUTHORITY OF THE COUNTY COMMISSION AND THE COUNTY PUBLIC WORKS DIRECTOR

- A. Both the County Commission and the County Public Works Director may decide all questions which may arise as to the quality, quantity, and acceptability of materials furnished and work performed and as to the rate of progress of work. Either the County Commission or the County Public Works Director may also decide all questions which may arise as to the acceptable fulfillment of this agreement on the part of CONTRACTOR.
- B. Both the County Commission and the County Public Works Director will have the authority by written order to suspend work wholly or in part due to the failure of CONTRACTOR to correct conditions unsafe for the workmen or general public, for failure to carry out provisions of this agreement, for failure to carry out orders, for such periods as deemed necessary due to unsuitable weather, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

7. EMPLOYMENT STATUS VERIFICATION

CONTRACTOR shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. CONTRACTOR shall by contract require its contractor, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

8. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the COUNTY and is defined as additional work which is neither shown nor defined in the Specifications. Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished by CONTRACTOR as if they had been shown, without additional cost to the COUNTY.

9. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, save and hold harmless the COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONTRACTOR's, its subcontractors, agents or employees performance of this agreement or their provision of any services required herein to be performed by CONTRACTOR or its subcontractors, agents or employees, and (b) any act or omission of CONTRACTOR, or its subcontractors, agents or employees.

10. INDEPENDENT CONTRACTOR

- A. CONTRACTOR states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from the COUNTY, and that this agreement is not exclusive of other agreements, contracts or opportunities.
- B. The parties intend that an independent contractor relationship will be created by this agreement. The COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of the COUNTY for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that the COUNTY provides for the COUNTY's employees. It is understood that the COUNTY does not agree to use CONTRACTOR exclusively. It is further understood that the CONTRACTOR is free to contract for similar services to be performed for others while working under the provisions of this agreement with the COUNTY.
- C. Both parties agree that CONTRACTOR shall be deemed an independent contractor in the performance of this agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, CONTRACTOR shall have no authorization, express or implied, to bind the COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by the COUNTY.

11. INSPECTION AND ACCEPTANCE

The COUNTY or its authorized representatives shall have the right to enter the premises of CONTRACTOR, or such other places where contract services are being performed, to inspect,

audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to this agreement. CONTRACTOR must provide reasonable access to all facilities and assistance to COUNTY or its authorized representatives.

12. INSURANCE

- A. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$3,000,000 per occurrence or as modified by the risk manager pursuant to state statute during the term of this agreement. This coverage shall provide liability insurance to cover the activities of CONTRACTOR including CONTRACTOR's agents, employees and sub-contractors, and for all equipment and vehicles, public or private, used in the performance of this agreement. CONTRACTOR shall provide a Certificate of Insurance to the COUNTY evidencing that CONTRACTOR has this insurance in place and shall maintain said insurance for the duration of this agreement.
- B. CONTRACTOR shall furnish a Certificate of Insurance to the COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all sub-contractors, and all employees of the CONTRACTOR and subcontractors.

13. INTERPRETATION OF AGREEMENT

The invalidity of any portion of this agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this agreement are for convenience only and do not constitute a part of the provisions hereof.

14. KEYS

If it becomes necessary for the COUNTY to issue CONTRACTOR a key to COUNTY's locks, final payment to CONTRACTOR will be held until the key has been returned and documented. It is illegal to duplicate the COUNTY's keys.

15. LEGAL

CONTRACTOR shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with sub-contractors. This agreement shall be interpreted pursuant to the laws of the State of Utah.

16. NO PRESUMPTION

Should any provision of this agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being

acknowledged that all parties have participated in the preparation hereof.

17. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.

18. PAYMENTS

- A. CONTRACTOR shall submit timely invoices for work performed for the COUNTY. Upon verification of the validity of an invoice, the COUNTY shall pay CONTRACTOR within 30 calendar day of receipt of the invoice.
- B. Payment will be based upon verification of the actual quantities accepted by the COUNTY which comply with these specifications.
- C. Partial or progress payments shall not relieve CONTRACTOR of performance or obligations under this agreement, nor shall such payments be viewed as approval or acceptance of work performed.

19. SUCCESSORS IN INTEREST

This agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

20. TERM AND RENEWAL

The initial term of this agreement shall commence upon the date of execution of this agreement and shall terminate on December 31, 2019.

21. TERMINATION

- A. This agreement may be terminated for any reason by the COUNTY upon thirty (30) days written notice to CONTRACTOR, without prejudice to any other right or remedy the COUNTY may have.
- B. Failure of CONTRACTOR to adhere to any of the performance requirements of this agreement shall be cause for termination without prior notice.
- C. This agreement may be terminated for any reason by CONTRACTOR upon sixty (60) days written notice to the COUNTY.

22. WARRANTY

CONTRACTOR warrants to the COUNTY that all services and materials furnished under this agreement will be of highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of CONTRACTOR's profession, and in conformance with the terms hereof.

23. TITLE and CONDITION

Upon payment of the purchase price by the COUNTY to CONTRACTOR, CONTRACTOR shall provide the COUNTY with clear title to the vehicle, free and clear of all liens and encumbrances. The vehicle shall be new and free of all faults and defects.

24. WARRANTY

In addition to any vehicle warranties, CONTRACTOR warrants to the COUNTY:

- A. the vehicle will do what the salesperson said it would do;
- B. the vehicle will live up to all specific claims that the manufacture makes in their advertisements;
- C. the vehicle will be suitable for the ordinary purposes for which such vehicle is used;
- D. the vehicle will be suitable for any special purposes that the COUNTY has relied upon CONTRACTOR's skill or judgment to consider when it advised the COUNTY about the vehicle;
- E. the vehicle has been properly designed and manufactured, and
- F. the product is free of significant defects or unusual problems about which the COUNTY has not been warned.

The following remedies are available to the COUNTY:

- A. CONTRACTOR will repair or replace, at no charge to the COUNTY, the vehicle whose nonconformance has been discovered and made known to CONTRACTOR in writing.
- B. If the COUNTY determines the repair or replacement proves to be inadequate or fails of its essential purpose; CONTRACTOR will refund the full amount of any payments that have been made.

Nothing in this warranty will be construed to limit any rights or remedies the COUNTY may otherwise have under this Agreement, at law or equity.

25. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

IN WITNESS WHEREOF the parties have caused this agreement to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

WILLIAM C. LEE, Chairman

ATTEST:
AMELIA A. POWERS
County Clerk/Auditor

By: _____
Deputy County Clerk/Auditor

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy County Attorney

CONTRACTOR

By:
Its: