INVITATION FOR BID

FINAL BID PACKAGE

Project Name: 2023 Fleet Vehicle Purchase

IFB Number: IFB 2023-009

Bids Due

Date: 05/09/2023

Time: 2:00 p.m.



Prepared by City of Northglenn Public Works Department 11701 Community Center Drive Northglenn, CO 80233

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DIVISION 01 – EQUIPMENT

113300 VEHICLE SPECIFICATIONS



BID NO _	
ISSUE DATE	

INVITATION FOR BID (IFB) COVER SHEET

BID TITLE:		
SUBMISSION DEADLINE:_	on	
SUBMIT BID TO:	City Clerk's Office 11701 Community Center Dr Northglenn CO 80233 or bids@northglenn.org	
CONTACT:		
EMAIL:		
PHONE:		
•	awings are available at the Roc ww.northglenn.org/government/l	,
MANDATORY PREBID CONFERENCE:		
DATE & TIME:		at
LOCATION:		
terms and conditions, require that they are familiar with a made available in conjunction variations have been expresivendor in accordance with a	rements, and instructions of the all provisions of the contract do not with this solicitation and fusely listed in their offer, (4) the any terms and conditions set for	thorized agent of the vendor, (2) they have read all is bid as stated or implied, (3) the vendor warrants ocuments and technical specifications which were ally understands and accepts them unless specificat the offer is being submitted on behalf of the orth in this document, and (5) that the vendor listed a documents submitted upon award.
	PRINT OR TYPE YOUR	INFORMATION
Company	Fa	x Number
		y, State Zip
Contact Person	Tit	e
		one
Daint Name		_

INSTRUCTIONS TOBIDDERS

1.	BID NO:
2.	BID TITLE:
3.	PURPOSE OF SOLICITATION:
4.	SCHEDULE OF ACTIVITIES: The following schedule of activities delineates the timing of the solicitation and the estimated project schedule. These dates may be subject to change at the City's discretion.
5.	 BID SUBMITTAL REQUIREMENTS: Vendors must provide the following information. Cover Sheet. Include the completed Cover Sheet.
	 Prices. Prices must be provided on the forms provided. The vendor shall not alter forms (e.g. add or modify categories for posting prices offered) unless expressly permitted to do so. No other form shall be accepted.

- Submission Timeline. It is the responsibility of the submitting vendors to ensure timely receipt by the City. The City reserves the right to reject any late submittals. Bids must be received no later than _____ on___
- 6. INTERPRETATION OF DOCUMENTS AND SPECIFICATIONS: Wherever the word "contract" appears, it shall be held to include all the documents as listed. No less than all of the parts contract documents shall constitute the formal contract. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of specifications, or information sheets or the proposed contract documents, they may submit to the project manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible explanation or interpretation of such documents which anyone presumes to make on behalf for any of the City.

- 7. TERMS AND CONDITIONS: As set forth in the contract agreements and any supplemental, the following terms and conditions will apply to this Invitation for Bid, each vendor's bid and to the negotiations, if any, of any said contract. The City will consider specific recommended changes that clarify the intent of the agreement. The City will not consider contract changes that have not been specifically identified in your proposal response. A general statement suggesting that, if selected, you reserve the right to discuss contract issues at a later date will not be accepted and will be grounds for disqualification. Submission of a bid in response to this IFB indicates the vendor's acceptance of the terms and conditions contained in this document and the contract.
- **8. BIDDER EXPENSES:** The City of Northglenn will not be responsible for any expenses incurred by any vendor in preparing and submitting an offer.
- **9. BID:** All bids must be made on the forms provided. No alterations in bids or in the printed forms thereof, by erasures, deletions, or interpolations will be acceptable unless each alteration is signed or initialed by the vendor. If initialed, the City may require the vendor identify the alteration so initialed. If mailed or delivered, each bid must be enclosed in a sealed envelope labeled with the words

The bid shall be submitted to the City of Northglenn, Office of the City Clerk, 11701 Community Center Drive, Northglenn, Colorado 80233-8061.

- **10. WITHDRAWAL:** A vendor may withdraw their bid at any time prior to the expiration of the final date and time set for receipt of bids. Withdrawal notification must be in written form, and must be received in the Offices of the City Clerk prior to the closing date and time.
- 11. IRREVOCABILITY: Following the time of closing, all bids will become irrevocable offers to the City and will remain as such until 90 days from date of submission. By submission of a bid, the vendor agrees to enter into a contract. In addition all quoted prices will be firm and valid up to 90 days from date of submission. The City may, in its sole discretion, release any bid and return any bonds if applicable prior to the 90 days.
- **12. LATE BIDS:** Any Bids received after the Final date and time for receipt of Bids will not be accepted and will be unopened and discarded without being considered.
- 13. SIGNATURES OF VENDORS: Each vendor shall sign their bid, using their legal signature and giving their full business address. The person signing the bid must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A bid by a person who affixes to their signature the word, "President", "Secretary", "Agent" or other designation without disclosing their principal, may be held to be a bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Bids submitted electronically are to be typed in lieu of written signature (see the cover letter).
- **14. OPEN RECORDS ACT:** Notwithstanding any language contained in a bid to the contrary, all bids submitted to the City become the property of the City. Any information considered proprietary should be marked by the vendor and as such and will be kept confidential to the extent provided by law.
- **15. SALES TAX:** Vendors shall not include federal, state, or local excise, sales or use taxes in prices offered, as the City is exempt from payment of such taxes.
- 16. MISTAKES IN BIDDING INSTRUCTIONS: If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that vendors submit an alternate bid with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the vendor has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the vendor to receive compensation for materials not used in the work or for labor that would not be required for the work, the contract price shall be decreased

proportionally. If the mistake causes the vendor to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the vendor. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another vendor, as the City deems appropriate. Nothing in this provision shall apply to mistakes made by the vendor in completing the bid form or in performing the contract.

- 17. BID RESULTS: Vendors desiring to know bid results must enclose a self-addressed, stamped envelope with their bid. A bid summary sheet will be mailed after the bid opening. No bid results will be given over the telephone. Vendors attending the bid opening will receive a copy of the results after the opening of the bids.
- **18. ACCEPTANCE OF BID:** It is expressly understood and agreed that the City reserves the right to reject any or all bids, to waive formalities, and accept the bid which appears to be in the City's best interest.
- **19. APPEAL OF AWARD:** Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria. Vendors may appeal the award decision by submitting, in writing, to the City of Northglenn, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award, provided that the appeal is sought by the vendor prior to the City finalizing a contract with the selected vendor. Vendors who were deemed non- responsive are ineligible to participate in the appeal process.
- 20. DEFENSE OF SUITS: In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the vendor or their subcontractors or their or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the vendor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.
- 21. CONTRACT NEGOTIATIONS: If the City decides to proceed and to negotiate a contract, the City intends to provide written notification to the vendor whose bid is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected vendor(s) on terms and conditions stated in this IFB or in the successful vendor's bid, but shall also include terms and conditions later negotiated. If the City and the successful vendor are unable to execute a contract and the vendor has been notified that it is the successful vendor then the City may cease all discussions with the (first) successful vendor without any further obligation to that vendor and select another (second) vendor as the successful vendor. If the (second) vendor is rejected, as per the terms above, then the City, without any further obligation to that vendor, may select another (third) vendor as the successful vendor and so on, or the City reserves the right to reject all bids and re-bid.

BID FORM

11701 Community Center Drive Northglenn, Colorado 80233-8061 BID: Pursuant to the "advertisement for bids" for the above named project, and being familiar contractual requirements therefore, the undersigned bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the contract documents, within the time of completion set forth herein, for, and in consideration of the following prices. Proposal of _____ (hereinafter called **BIDDER**) organized and existing under the laws of the State of doing business as *. To the CITY OF NORTHGLENN (hereinafter called CITY). In compliance with your advertisement for bids, **BIDDER** hereby proposes to perform WORKon in strict conformance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in case of a joint BID each party thereto certifies as to their own organization that this **BID** has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** as indicated in the General Conditions. **BIDDER** acknowledges receipt of the following **ADDENDUM**:

City of Northglenn

^{*}Insert "a corporation", "a partnership", or "an individual" as applicable.

-contractors (if any): Work they will p	errorm:
	Email:
	Email:
	Email:
se provide a complete and accurate	e list of at least three references and contact phone numbers:
	Phone:
Email:	
	Phone:
Email:	
	Phone:
Email:	
	Respectfully submitted,
	Signature
(Seal, if Bid is by a Corporation)	Address
	Title
	Date
	License Number
	(If Applicable Signature
	Phone Number

BID SUMMARY

(Vendor Name)

Hereby submits to the City of Northglenn, Colorado the following bid items complete and in place as specified for the: 2023 Fleet Vehicle

Purchase - IFB 2023-009

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Ford Escape	1	EA	\$ -	\$ -
2	Ford Expedition	1	EA	\$ -	\$ -
3	2023 F-250	3	EA	\$ -	\$ -

TOTAL FOR ALL ITEMS \$

TOTAL IN WORDS

PURCHASE ORDER TERMS AND CONDITIONS

- 1. Offer/Acceptance: If the purchase order (PO) refers to your bid or proposal, then this PO is an ACCEPTANCE of your OFFER TO SELL in accordance with the terms and conditions of the IFB?RFP, as stated in your bid. If no bid or proposal is reference, this PO is an OFFER TO BUY, subject to your acceptance, which must be demonstrated by either your performance of this PO or by a formal acknowledgment in writing. Any COUNTER-OFFER TO SELL is automatically construed as a CANCELLATION of this PO unless a change order is issued accepting a counter-offer. In the event vendor forms(s) or part(s) of forms are included, in, or as an attachment to, any bid, proposal, offer, acknowledgment, or otherwise, vendor agrees that, in the event of inconsistencies or contradictions, the terms and conditions of the solicitation document and this PO shall supersede and control over those contained in vendor's form(s) regardless of any statement to the contrary in such forms(s). Unless the purchasing agent specifically agrees in writing through overt reference or other express written indication of assent, terms, and conditions on vendor forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.
- 2. Safety Information. All chemicals, equipment and materials proposed and/or used in the performance of this PO must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Bidders must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.
- 3. Changes. Vendor agrees to furnish products and/or services in strict accordance with the specifications, and at the price set forth for each item. Nothing in this PO may be added to, modified, superseded or otherwise altered except in writing signed by a n authorized representative of the city and acknowledgment of a written change order to this PO.
- 4. Delivery. Unless otherwise specified in the solicitation or in this PO. Delivery shall be FOB destination. In its acceptance of any quotation offer, the city is relying on the promised delivery date, installation, or service performance as material and basic to its acceptance. In the event of vendor's failure to deliver or perform as and when promised, the city reserves the right to cancel its order, or any part thereof, without prejudice to its other rights, and vendor agrees that the city may return all or part of any shipment so made and may charge vendor with any loss or expense sustained as a result of failure to deliver or perform as promised. Time is of the essence.
- 5. Rights in Data, Documents, Computer Software or Other Intellectual Property. Unless otherwise agreed in writing, any software, research, reports, studies, data, photographs, negatives or other documents, drawing or materials delivered by vendor in the performance of its obligations under this PO shall be the exclusive property of the State. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
- Quality. The State will be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.
- 7. Warranties. All provisions and remedies of the Uniform Commercial Code ("UCC) relating to both implied and expressed warranties are herewith referred to and made a part hereof and are in addition to any warranties stipulated in the specifications.
- 8. Inspection and Acceptance. Final acceptance is dependent upon completion of all applicable inspection procedures. Should the products or services fail to meet any inspection requirements, the city may exercise all of its rights, including those provided in the UCC. The city reserves the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this clause included services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform with PO requirements, the agency may require vendor to perform the services again in conformity with PO requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the city may 910 require vendor to take necessary action to ensure that the future performance conforms to PO requirements and (ii) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the agency in the termination provisions of this PO, or remedies otherwise available at law or in equity.
- Taxes. The City of Northglenn, as a purchaser, is exempt from all federal and state taxes under Chapter 32 of the Internal Revenue Code (No 84-0592083) and from all State and local government use taxes (CRS 39-25-14(a) and 203, as amended). Tax exempt number for the city is 98-03556.
- 10. Prompt Payment. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.
- 11. Indemnification. The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor's employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor's employees or subcontractor.
- 12. Independent Contractor. Vendor shall perform its duties hereunder as an independent contractor and not as an employee neither vendor nor any agent or employee of vendor shall be or shall be deemed to be an agent or employee of the City. Vendor shall pay when due all required employment taxes and income tax withholding including all federal and state income tax and local head tax on any monies paid pursuant to this PO. Vendor shall provide and keep in force, and show proof of upon request, Workers' Compensation and Unemployment Compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

- 13. AMERICANS WITH DISABILITIES ACT OF 1990. The City of Northglenn does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services. It shall be a condition of the City of Northglenn that any company, firm or corporation supplying goods or services either by contract or purchase order must be in compliance with the appropriate areas of the Americans With Disabilities Act of 1990 as enacted and from time to time amended and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the City of Northglenn.
- 14. Insurance. Vendor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Vendor. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Vendor shall not be relieved of any liability, claims, demands, or other obligations by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Vendor shall provide proof of insurance if requested. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
- 15. Termination. This Agreement shall terminate at such time as the work or the merchandise is completed and the requirements of this PO are satisfied, or upon the City's providing Vendor with seven (7) days advance written notice, whichever occurs first. In the event the PO is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Vendor for all work previously authorized and completed prior to the date of termination. If, however, Vendor has substantially or materially breached the standards and terms of this PO, the City shall have any remedy or right of set-off available at law and equity. If the PO is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Vendor.
- 16. Funds Availability. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
- 17. Choice of Law. This PO is made in. and the laws of the State of Colorado shall govern, in connection with the formation, performance and the legal enforcement of, this PO. Unless otherwise specified in the solicitation or this order, venue for any judicial action arising out of or in connection with this PO shall be in State of Colorado, Adams County District Court, Vendor shall exhaust administrative remedies in CRS 24-109-106, as amended, prior to commencing any judicial action against the City.
- 18. Uniform Commercial Code. All references in this PO to the ICC shall mean the ICC as adopted by the State of Colorado at Title 4. Colorado Revised Statues, as amended.
- 19. Non-discrimination. Vendor agrees to comply with the letter and spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.
- 20. Public Contracts for Services. CRS §8-17.5-101.(Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services). Contractor certifies, warrants and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.(b) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5) by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting City, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision of CRS §8-17.5-101 et seq., the contracting City may terminate this contract or PO for breach and, if so terminated, Contractor shall be liable for damages.
- 21. Public Contracts with Natural Persons. CRS 24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Section 113300 Vehicle Specifications

Section 113300

Vehicle

One (1) Ford Escape 2023

Make: Ford Model: Escape

OEM Model UOE Trim Level SE OEM code 600a Gas Engine

Ext. Color: White

Int. Color: no preference

Specifications: Ford Standard Specifications plus items listed below.

Vehicle

One (1) Ford Expedition 2023

Make: Ford

Model: Expedition

OEM Model # U1G Gas Engine

Trim Level XL
OEM Code 100A
Ext. Color: White

Int. Color: no preference

Specifications: Ford Standard Specifications plus items listed below.

1. 315 - 3rd Row seat

Vehicle(s)

Three (3) F-250 2023
Make: Ford
Model: F250 PU
OEM Model W2B

Trim Level XL
OEM Code 600A
Color White

Int. Color: no preference

Specifications: Ford Standard Specifications plus items listed below.

- 1. Rear Window Defroster
- 2. Trailer Brake Control- Electric
- 3. Spray in Bed Liner

4. Ext. Color: White5. Int. Color: no preference