

Agenda Item # 22c

Date 1/11/23



COPY

DODGE COUNTY HIGHWAY DEPARTMENT

CONTRACT AND SPECIFICATIONS

FOR

**(1)2022 or 2023- 3/4 TON RATED
4 X 4 EXTENDED CAB PICKUP**

TABLE OF CONTENTS

SECTION 1A	PUBLIC NOTICE
SECTION 2B	INSTRUCTION TO BIDDERS
SECTION 3C	BIDDERS PROPOSAL
SECTION 4D	CONTRACT AGREEMENT
SECTION 5E	SPECIFICATIONS
SECTION 6F	ADDENDUM(S)

SECTION 1A

PUBLIC NOTICE

The Dodge County Board of Supervisors will accept sealed bids for (1) 2022 or 2023 – 3/4 Ton Rated 4 x 4 Extended Cab Pickup. Sealed Bids will be opened February 6, 2023 at 11:00 A.M. in the office of the Dodge County Highway Department at 435 N Park, Rm. 204, Fremont, NE.

CONTRACT AND SPECIFICATIONS are available at the Highway Department, Courthouse, Fremont, NE.

ATTEST:

Dodge County Clerk

Chairman, Dodge County
Board of Supervisors

Date

Legal Section: Fremont Tribune, Please publish: Saturdays, January 14 & 21, 2023

SECTION 2B

INSTRUCTION TO BIDDERS

Sealed Bids will be received by the Road and Bridge Committee of Dodge County, hereafter called the Owner, in the office of the Dodge County Highway Department, Rm. 204, 2nd Floor of the Courthouse, Fremont, NE at 11:00 A.M. Local Time on the 6th day of February, 2023 and then at said office publicly opened and read aloud.

Each Bid shall be submitted in a sealed envelope addressed to the Dodge County Clerk, 435 N. Park, Fremont, NE 68025. Each sealed envelope containing a bid must be plainly marked on the outside as bid for **DODGE COUNTY HIGHWAY DEPARTMENT 3/4 TON RATED 4X4 EXTENDED CAB PICKUP**, and the envelope shall bear on the outside the name of the Bidder and their address. Each bid shall be time stamped on the outside of the envelope at the County Clerk's Office prior to opening time.

Each Bid shall be accompanied with a Certified Check in the amount of \$100.00 made payable to the Dodge County Highway Department. Failure to submit the \$100.00 Certified Check shall render this Contract null and void. The Certified Check shall become the property of Dodge County if any part of this Contract and Specifications is violated or omitted. Check shall be returned to the Bidder when all items of this Contract and Specifications is complete.

All bids shall be submitted on the Contract and Specifications form supplied by the Dodge County Highway Department. All blank spaces to be bid shall be filled in with ink or typewritten and the bid form shall be fully completed and signed prior to opening time. Any bid received after opening time shall not be considered.

Each Bidder is responsible for reading and being thoroughly familiar with the Contract and Specifications. The failure or omission of any bidder to do any stipulations in the Contract and Specifications shall in no way relieve the bidder from any obligation in respect to his bid. After bids have been submitted, the bidder shall not assert that there was misunderstanding concerning the requirements of the Contract and Specifications.

The Bidder shall acknowledge any Addendum and designate the Addendum number in the blank provided on page 6 of this Contract and Specifications if such Addendum is required.

The Bidder acknowledges that the Dodge County Board of Supervisors reserve the right to reject any, all or this bid. In awarding the Contract, the Dodge County Board of Supervisors shall be guided by the County Purchasing Act, Chapter 23, Article 31.

SECTION 3C

BIDDERS PROPOSAL

Name of the Bidder

Date

Micki Gilroy
~~Fred Mytty~~
Dodge County Clerk
Fremont, NE 68025

I, the undersigned, having carefully examined and having familiarized myself with the Contract and Specifications as prepared by the Dodge County Highway Department hereby proposes and agrees to perform everything required in these Contract and Specifications.

In submitting this Proposal, it is understood and agreed by I, (the Bidder), that the Dodge County Board of Supervisors reserve the right to reject any, all or this bid. In awarding the Contract, the Dodge County Board of Supervisors shall be guided by the County Purchasing Act, Chapter 23, Article 31.

**BID SCHEDULE
FOR**

(1) 2022 or 2023 – 3/4 TON RATED 4 X 4 EXTENDED CAB PICKUP

LINE 1 - Total Cost of Unit conforming to the Specifications of Section 5E. Considering a trade in of Unit #18 – 2002 Ford – VIN # 1FTRF18L12KC41955. Unit can be seen at Dodge County Shed at Fremont, NE.

LINE 2 - Alternate Bid of 2023 Pickup conforming to or exceeding Specifications of Section 5E. Considering a trade-in of Unit #18 – VIN # 1FTRF18L12KC41955. Unit can be seen at the Dodge County Shed at Fremont, NE.

LINE 3 - Alternate Bid of a Used Pickup 60,000 miles or under conforming to or exceeding Specifications of Section 5-E. Considering a trade-in of Unit #18 – VIN # 1FTRF18L12KC41955. Unit can be seen at the Dodge County Shed at Fremont, NE.

LINE 3 - Delivery Date shall be: _____

LINE 4 - Variations of the Specifications are as listed:

The undersigned has received, acknowledged and submitted Addendum Number _____ as part of the Bid Price.

The undersigned has carefully checked the above bid price against the Contract and Specifications before preparing the Proposal.

DATE: _____

FIRM NAME _____

BY: _____

TITLE _____

OFFICIAL ADDRESS: _____

SECTION 4D

CONTRACT AGREEMENT

This Contract Agreement made this _____ day of _____, 2023 by and between Dodge County hereinafter called the Owner and _____ doing business as an individual, or partnership or corporation hereinafter called the Bidder.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Bidder shall supply the Dodge County Highway Department with (1) 2022 or 2023- 3/4 Ton Rated 4 x 4 Extended Cab Pickup.
2. The Bidder shall furnish and conform to all requirements of these Contract and Specifications and certifies that he or she is the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against Dodge County or any person interested in the proposed contract, and that all statements in said Proposal or Bid are true.
3. The Bidder agrees that the terms Contract and Specifications means and includes the following:

SECTION A	-	Public Notice
SECTION B	-	Instruction to Bidders
SECTION C	-	Bidders Proposal
SECTION D	-	Contract Agreement
SECTION E	-	Specifications
SECTION F	-	Addendum(s)
4. The Owner will pay to the Bidder in the manner set out in the Specifications.
5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

6. The Total Dollar Amount of this Contract shall be:

\$_____ (to be filled in
when bid is awarded)

INDEMNIFICATION-HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless, protect and defend Dodge County and its elected and appointed officials, employees, agents and representatives against any and all claims, demands, suits, actions, payments and judgements including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed or recovered against or from Dodge County or its insurers, because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity associated with the services provided under this agreement unless such damages are the direct and sole result of Dodge County's negligence.

OWNER

ATTEST:

Dodge County Clerk

Chairman, Dodge County
Board of Supervisors

BIDDER

Company Name: _____

Official Address: _____

By: _____

Title _____

SECTION 5E

SPECIFICATIONS

The Bidder agrees that the price quoted in Section C shall include all the following items:

- ITEM #1. Payment will be made to the Bidder on forms prepared by the Dodge County Highway Department when all items of this Contract and Specifications are complete
- ITEM #2. 6.2 Liter V-8 Gasoline Engine or larger
- ITEM #3. Extended Cab Style 4-Wheel Drive with 6 ½ ft. Box with Factory Line X
- ITEM #4. Minimum 9,000 lb. G.V.W.
- ITEM #5. Springs and Axle shall be rated to G.V.W. with Tow Package and Receiver Hitch
- ITEM #6. Factory Installed Air-Conditioning
- ITEM #7. Mechanical or Electrical – Amp – Oil – Temp – Fuel Gauges
- ITEM #8. 125-Amp Alternator Minimum
- ITEM #9. Minimum 5-Speed Automatic Transmission
- ITEM #10. Power Boosted Steering
- ITEM #11. Power Boosted ABS Brakes
- ITEM #12. Cigarette Lighter or Hot Point
- ITEM #13. High Output Heater
- ITEM #14. 18" Argent Steel Wheels
- ITEM #15. Chromed Front Bumper
- ITEM #16. Full Width Step Type Rear Bumper
- ITEM #17. Heavy Duty Front and Rear Shock Absorbers

- ITEM #18. Heavy Duty 600 Cold Cranking Amps Battery, Minimum
- ITEM #19. Anti Spin Rear Differential
- ITEM #20. Left and Right Low Mounted Swing lock Type Chrome Bar View Mirrors, Minimum 9 inch x 6 inch
- ITEM #21. Factory installed Cruise Control System & Electric Power Windows
- ITEM #22. Left and Right Argent Cab running boards – Front Wheel Well to Back of Cab with Front and Rear Mud Flaps
- ITEM #23. Minimum 30 Gallon Fuel Capacity Tank(s)
- ITEM #24. Deluxe – Front Bench seat, Seat Back Folding, Forward, Cloth and Vinyl Color Keyed.
- ITEM #25. Color Keyed Floor Mat
- ITEM #26. Factory Installed A.M. – F.M. Radio
- ITEM #27. 7 pin Electrical Wiring Harness Trailer Hookup
- ITEM #28. Factory Installed intermittent windshield wipers & tilt steering wheel
- ITEM #29. Tinted Windshield
- ITEM #30. (4) LT 245/75R – 18” Radial All Terrain 8- Ply Goodyear or Firestone Tires
- ITEM #31. (1) LT 245/75R – 18” Radial All Terrain 8-Ply Goodyear or Firestone Spare Tire and Wheel
- ITEM #32. Red Metallic or White
- ITEM #33. The Dodge County Highway Department will consider an alternate bid of 2023 vehicle meeting or exceeding above specifications.
- ITEM #34. The Dodge County Highway Department will consider an alternate bid of a used pickup 60,000 miles or less meeting or exceeding above specifications.
- ITEM #35. Trailer Brake Control and Receiver Hitch

10. The Contractor's equipment shall have adequate warning lights to warn the vehicular traffic of the work in progress.
11. The Contractor shall submit to the County with this bid a Certification of the Contractor's Liability Insurance verifying the following amounts: General Liability of \$1,000,000.00; Personal Injury of \$500,000.00; Medical Expense of \$5,000.00; Each Occurrence of \$500,000.00.
12. The Contractor shall be paid by the "Gallon Applied" method, which is to include reflective beads.
13. The Contractor shall have all striping work completed by June 15, 2023.

I, we, with the understanding of the stated above requirements, do hereby bid the following amount: \$_____per gallon applied.

CONTRACTOR'S SIGNATURE acknowledging the above agreement and specifications.

Contractor's Signature

Date

COUNTY'S SIGNATURE accepting Bid as quoted:

Chairman, Dodge County
Board of Supervisors

Date