

# **SEBASTIAN COUNTY JUDGE**

## **Purchasing Department**

35 South 6th Street, Room 106

Fort Smith, Arkansas 72901

(479) 784-1502 Fax (479) 784-1550

April 23, 2020

**NOTICE TO:** Qualified Bidders

**SUBJECT:** Request for Proposal

Sebastian County is interested in receiving sealed written proposals for furnishing the products/services specified in the attached Request for Proposal (RFP). Complete details regarding the products and/or services required by the County, and instructions for participating in the bid process, are included in the attached bid package.

Bids must be received by the time and date indicated in the RFP. Bids received after the time and date set for opening will not be considered.

Bidders who do not wish to submit bids must submit a "No Bid" to continue to be eligible for retention on the Bid List. The Bid List is periodically reviewed and bidders who have not responded to proposal requests are deleted.

If you are interested in submitting a bid, please be sure that the requirements of the RFP are completed since failure to meet the requirements could cause your bid to be rejected.

Any questions regarding the Bid Invitation should be directed to the Purchasing Department, (479) 784-1502.

Lauri Lowrimore  
Purchasing Coordinator  
Sebastian County, Arkansas

Attach: RFP

# Request for Proposal

Sebastian County, Arkansas

Cover Sheet

Section I

**BID NUMBER:** SC-2010

**TITLE:** One (1) MXCV7X Sprinter 170 Wheelbase Diesel 4x4 5-Passenger Crew Van

**OPENING:** DATE: **May 11, 2020**  
TIME: **2:00 P.M.**  
PLACE: **Purchasing Department**  
**35 South 6th Street, Room 106**  
**Fort Smith, Arkansas**

**MAIL SEALED PROPOSALS TO:** County Judge's Office  
Sebastian County Purchasing Dept.  
35 South 6th Street, Room 106  
Fort Smith, Arkansas 72901

**ON OUTSIDE OF PROPOSAL SHOW:** (1) Return address  
(2) Bid opening date  
(3) Bid number & title

**BIDDER MUST COMPLETE THE FOLLOWING INFORMATION:**

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ Fax Number: \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_

**INSTRUCTIONS:**

1. Unit price and extensions are required on proposal form.
2. **Return three copies of the entire bid package and any other documents required by the specifications.**
3. Proposals must be signed by an authorized agent to be accepted.
4. Any trade discounts should be deducted and net prices shown.
5. Bidder must guarantee product(s) offered will meet or exceed specifications contained in this Request for Proposal.
6. Bidding procedures will be in compliance with Arkansas Laws.
7. **QUOTE:** F.O.B. destination.
8. **BID VALIDITY:** Net 60 days.

# Proposal Form

SC-2010

Section II

We, the undersigned, agree to furnish the products and/or services indicated below in accordance with the specifications and conditions contained herein, at the bid price shown.

It is expressly agreed and understood by and between the parties hereto, and is made a condition precedent to the entering into of any purchase agreement resulting from this invitation to bid, that the County Judge, Sebastian County, shall determine any and all questions or disputes which may arise concerning conformity to the specifications and conditions, and proposals; and the quantity, suitability, and acceptability of all items to be furnished hereunder; and his decision as to such matters shall be final, binding, and conclusive upon the parties hereto.

That this Request for Proposal and proposals submitted hereunder shall be governed by the laws of the State of Arkansas.

We, the undersigned, affirm that this proposal is made on behalf of the undersigned, and is made without collusion on the part of any person, firm or corporation; and that the conditions and other provisions have been carefully examined and are agreed to.

It will be the County's sole discretion to accept any part or combination of the bid below.

**Total Price:** \$ \_\_\_\_\_

**Written Total Price:** \$ \_\_\_\_\_

**Amounts shall be in both written form and figures. In case of a discrepancy between the written amount and the figures, the written amount will govern.**

**Sebastian County is sales tax exempt on motor vehicle purchases: *Per Statue 26-52-410 of the Arkansas Code, "No tax shall be levied or collected upon gross receipts derived from the sale of motor vehicles to municipalities and counties or to state-supported colleges and universities or to public school districts in this state".***

**Exceptions to specifications:** NO\_\_\_\_ YES\_\_\_\_ (Attach itemized list)

**From:** \_\_\_\_\_  
(Vendor)

**Signature:** \_\_\_\_\_  
(Printed name & signature)

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**SECTION III-GENERAL CONDITIONS**

1. Proposals must be received no later than the date and time set for bid opening. **Proposals shall be in a sealed envelope clearly marked with the RFP number on the outside or it will not be considered.** Telegraphic, fax, or email proposals sent directly to Sebastian County offices will not be considered. All proposals must be signed by an authorized officer of the Company.
2. Proposals may be withdrawn, modified or corrected by the bidder after it has been submitted, provided a written request to do so is filed with the County Judge prior to the time set for opening the bid. Telegrams or letters received prior to the time set for opening the proposals will be accepted and attached to the unopened proposal, and the proposal will be considered withdrawn, modified, corrected, or otherwise changed accordingly. **No proposal may be withdrawn, modified, corrected, or otherwise changed after the time set for opening the proposals.**
3. Prices quoted will be considered net prices, unless otherwise stated by the bidder in the proposal. Proposal prices must remain firm for 60 days, unless otherwise stated in the specifications.
4. The original written or electronic language of the RFP documents shall not be changed or altered except by approved written addendum issued by the Purchasing Office. This does not eliminate bidder(s) from taking exception(s) to non-mandatory terms and conditions, but does clarify that the proposer shall not change the original document's written or electronic language. If proposer(s) wishes to make exception(s) to any of the original language, it must be submitted by the proposer in separate written or electronic language in a manner that clearly explains the exception(s). If proposer's submittal is discovered to contain alterations/changes to the original written documents, the proposer's response may be declared as "non-responsive" and shall not be considered.
5. This RFP may be modified only by amendments written and authorized by the Purchasing Office. Proposers are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFP prior to submission. There will be no addendums to a RFP 72 hours prior to the RFP opening. It is the responsibility of the proposer(s) to check the County website, [www.sebastiancountyar.gov](http://www.sebastiancountyar.gov), for any and all addendums up to that time.
6. Specifications are designed to describe the type and quality of the product/services desired by the County. They are not intended to restrict bidding on any like product/service of equal or higher quality. Any exceptions to the specifications must be noted on a separate sheet by reference to the item number in the specifications where the exception is taken. If no exceptions are submitted with the Proposal, and accepted by the County, bidders will be expected to comply with the specifications. Products and/or services will be inspected for compliance prior to acceptance.
7. The responding Company shall perform according to the terms and conditions as stated herein, and according to the highest standards and professional practices. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP and shall be grounds for immediate termination of the contract. A review meeting will be called between the Company and the County when documented instances of poor performance occur. A plan for corrective action, agreeable to both parties, will

be drafted and implemented. Sebastian County retains the absolute right to assess whether and when performance is subsequently acceptable.

8. It shall be understood and agreed that any material or product purchased under this proposal shall be new and in first class condition unless otherwise stated in or required by the bid invitation.
9. The County is Sales Tax Exempt on motor vehicle purchases. Statue 26-52-410 of the Arkansas Code, *“No tax shall be levied or collected upon gross receipts derived from the sale of motor vehicles to municipalities and counties or to state-supported colleges and universities or to public school districts in this state.”*
10. **Proposals will be evaluated based upon compliance with the specifications, proposal price, applicability, and suitability of the product/services being offered. Product and vendor reliability, warranty, delivery time, and such other factors deemed appropriate will be considered to assure the County receives a quality product most advantageous vendor to the county.** Assignment of any part or all of payments accruing under contracts or purchase agreements resulting from this Invitation to Bid will not be authorized. Payment shall only be made to the Contractor or vendor with whom the order is placed.
11. Proposals shall be submitted on 8 ½ x 11 inch paper, which shall include this form. Submissions should be limited to a maximum of 15 pages, with all required attachments included. Binders, brochures, and materials in this RFP are neither requested nor desired. Please do not submit these with your proposal. If additional information is required, the County will request it after review of the proposals.
12. The Company should submit a base proposal in the manner specified, but may also propose other financial options to the County, either as additions or alternates to the base proposal. Such additional offerings should be clearly identified. The county prefers that the Company’s response to the RFP be submitted in same item (paragraph) sequence as the proposal – using the same item (paragraph) numbers for reference.
13. The contents of the RFP will be incorporated into the final Contract documents. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified, unless such modifying term, conditions, or covenants are in writing and are signed by the Company and the agent of Sebastian County.
14. Companies are cautioned that the County is not obligated to ask for or accept data that is essential for a complete and thorough evaluation of the proposal after the opening date. The County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible. Any ambiguity in any proposal, as the result of omission, error, lack of clarity or noncompliance by the Company with specification, instructions, and all conditions of the Request for Proposal, shall be construed in the light most favorable to the County.
15. After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential, provided such material is clearly marked by the Company prior to submission of the RFP; however, net cost information may not be confidential.
16. The name, mailing address, and telephone number of the Company's authorized agent, with authority to bind the firm with respect to questions concerning the Company's proposal, must be clearly stated in the proposal. An authorized officer of the Company must sign the proposal and/or the letter, which transmits the proposal to the County.

17. The County is committed to Equal Opportunity. Therefore, the Company employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State law. The Company must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employees or applicant for employment because of race, color, creed, religion, national origin, sex, age, disability, marital status, or participation of a legally protected activity.
18. Bid bonds are not required for the RFP.
19. **Restriction of boycott of Israel:** Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract or purchase order valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
20. All questions or requests for clarification shall be submitted in writing via email at [purchasing@co.sebastian.ar.us](mailto:purchasing@co.sebastian.ar.us) or mail at 35 South 6<sup>th</sup> Street Room 106, Fort Smith, AR 72901, ATTN: Purchasing Department. No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.
21. The County Judge reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary. Award will be made to the Company whose proposal conforms to the RFP and will be most advantageous to Sebastian County.

**SECTION IV-GENERAL SPECIFICATIONS**

1. All vehicles furnished to Sebastian County shall be new and delivered as specified in the Request for Proposal. Vehicles shall be furnished with all interior, exterior trim and appointments listed by the manufacturer in printed specifications and literature as standard equipment. Vehicles shall be equipped with any and all safety equipment required by the State and applicable Federal Regulations. Any upgrades and/or additional equipment necessitated by selection of any listed option by the ordering entity shall be included in the prices bid, and no additional charge shall be made by the vendor.
2. Warranty - From date of delivery, each vehicle shall be accompanied by a warranty for a minimum of twenty-four (24) months or two-hundred and fifty-thousand (250,000) miles, whichever comes first. Warranty shall certify that the vehicle is of good material and workmanship and that the replacement of any part or parts that fail under normal use within the designated period, free of negligence or accident, will be promptly repaired or replaced at NO cost to the County.
3. Responsibility for Inspection - Unless otherwise specified, the successful bidder will be responsible for performing all inspections required herein. The County reserves the right to make any and all inspections deemed necessary to insure compliance with this specification.
4. Each vehicle shall be completely serviced, cleaned, and thoroughly inspected by the successful bidder just prior to delivery to the County. No dealer advertisement shall be on any vehicle purchased by the County.
5. Delivery – Projected delivery time shall be stated on the Proposal Form in the space provided. The times must be realistic and failure to meet delivery times could be cause for cancellation of the order if delays have an adverse impact on the County.
6. Literature – Bidders shall include descriptive literature on all vehicles being proposed to facilitate evaluation of the proposals.
7. Specifications – The specifications are intended to describe the type and quality of vehicle desired by the County. Any substitutions must be addressed by the bidder on a separate page attached to the Proposal Form and must reference the paragraph where the substitution is made. Any substitution must be of equal or higher quality than what was specified. Items that are standard equipment shall be included whether or not specifically addressed in the specifications.

**Pre Delivery Requirements**

- Complete lubrication
- Fill crankcase with oil
- Adjustment of engine to proper operating conditions
- Inflate tires to proper pressure
- Careful check to assure perfect operation of all mechanical features
- Front end alignment and wheel balance
- Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. **Window price sticker shall not be removed.**
- No dealer's insignia shall be affixed to vehicle
- A minimum of five (5) gallons of fuel in each vehicle
- Delivery shall be during normal working hours, 8 a.m. to 4 p.m., Monday thru Friday

**SECTION V-SPECIFICATIONS FOR MXCV7X 170 Wheelbase Diesel 4x4 5-Passenger Crew Van**

1. Code 040 – Jet Black Exterior
2. Code VF7 – Black Fabric Interior Seats
3. C0E – Premium 1 Package including leather steering wheel, active distance assist DISTRONIC forward radar safety and high resolution instrument.
4. C01 – Cluster Driver Convenience Package including multifunction steering wheel, 12V power outlet – driver seat base, hinged lid for storage compartment, two additional master keys (total 4 keys), exterior mirrors heated and electrically adjusting, blind spot assist and attention assist.
5. C02 – Premium 2 Package including active brake assist safety system, MBUX multimedia system with 7” touchscreen, wet wiper system and active lane keeping assist.
6. X2V – Standard Trim Crew Van Package including assist handle (B-pillar), half height load compartment trim, wheel house covering and wood floor with 6 D-rings.
7. X30 – Low & High Range 4 x 4 Package including door mounted assist handles (driver & passenger), 4 x 4 high range with low range transfer case.
8. X34 – Dual Rear Wheel Tires including tires (LT215/85 R16) and steel wheel (5.5 x 16).
9. X7S – Standard Rear Seats including seat (1<sup>st</sup> row, 3 passenger bench).
10. RM1 – Tires Mud & Snow
11. D13 – Roof Rails
12. ED4 – AGM BATTERY 12 v 95 Ah 850A
13. ED5 – Parametric Special Module (PSM)
14. FR8 – Rear View Camera (head unit display)
15. F61 – Interior Rear View Mirror
16. H08 – Rear Mounted Roof Air Conditioning
17. JF1 – Rain Sensor Wipers
18. KL1 – Aux. Fuel Sending Unit
19. QA2 – Trailer Cross Member, 7,500 lbs Capacity
20. RD9 – Tires, unspecified brand
21. T85 – Assist Handle – Left Rear Door
22. T86 – Assist Handle – Right Rear Door
23. W54 – Rear doors, opening 270 degrees
24. XM4 – Acoustic package
25. AR2 – Axle ratio 3.92
26. BH1 – Hold function
27. CL1 – Adjustable Steering Wheel
28. D03 – Roof – High
29. D93 – Deletion of cargo partition (standard)
30. ED1 – AGM battery, 12V 70AH
31. EK1 – Body Builder Connector
32. ES0 – Battery Positive Contact
33. EY5 – Emergency Call System
34. EY6 – Breakdown Management
35. E07 – Hill Start Assist
36. E10 – Entry-Level Radio
37. E1U – USB-C socket, 5 V
38. E30 – Starter Battery Disconnect
39. E40 – Trailer Hitch – Wire Harness w/7 Pin Connector
40. FF3 – Cupholder Centerstack Pass Compartment

41. FF5 – Shelf Above Windshield
42. FG8 – Cupholder Centerstack
43. FI1 – Remote Key Fob – 215 MHz
44. FJ4 – Stowage Compartment Cockpit
45. FR3 – Rear-view Camera (mirror display)
46. F43 – Laminated Glass Rear
47. G42 – Automatic transmission 7G-Tronic
48. HH2 – Heater – Aux. Electric HotAir
49. HH9 – Air Condition, front
50. H00 – Warm/cool air duct to rear compartment
51. H21 – Windshield with Filter Band
52. H22 – Defroster rear window
53. IG4 – Standard
54. IG5 – Basic
55. IH7 – Head Unit, North America
56. JA8 – Crosswind Assist
57. JH3 – Communication Module (LTE) Digital Services
58. JI9 – Starting Mileage Service Interval 20,000 miles
59. J11 – Speedometer, miles/km
60. J55 – Seat belt reminder for co-driver
61. J58 – Seat belt reminder for driver
62. J65 – Outside Temperature Gauge
63. KB7 – 24.5 gallon fuel tank
64. KL5 – Fuel Filter w/ water separator
65. KP6 – 3<sup>rd</sup> Generation SCR Emission Control System
66. K56 – Filler Cap, Diesel, in red
67. K60 – Exhaust Straight to Rear
68. LA2 – Headlight Assistant
69. LB5 – 3<sup>rd</sup> LED Break Lamp Hi-Mounted
70. LX7 – North and South America
71. L94 – No Parking Lamps
72. MG5 – Engine – 3.0 Turbo Diesel BlueTEC
73. MI0 – Engine, Low Emission, ULEV
74. M46 – Alternator 14 V/220 A
75. P47 – Front Mud Flaps
76. P48 – Rear Mudflaps
77. Q11 – Longitudinal Member Reinforcement
78. RM0 – All-season tires
79. R65 – Spare Tire Carrier below Frame
80. R87 – Spare Wheel – Steel
81. SA5 – Air Bag – Driver
82. SA6 – Air Bag, front passenger
83. SH1 – Thorax-pelvis sidebag, driver
84. SH2 – Thorax-pelvis sidebag, co-driver
85. SH9 – Airbag, Driver/Passenger Window
86. SK2 – Seat Occupancy Recognition, Driver’s Seat
87. S02 – Drivers’ Seat
88. S04 – Adjustable Front Passenger Seat
89. S22 – Armrest for Driver Seat
90. S25 – Armrest for Passenger seat
91. T16 – Sliding Door – Right Side (Standard)
92. U22 – 4-way Lumbar Support

93. U74 – Armrest, rear seats left
94. U75 – Armrest, rear seats right
95. VA7 – Storage Net in Hinged RR Doors
96. V36 – Rear Roof Trim
97. V40 – Floor anchors for rear bench seating
98. W16 – Fixed Window, Left Side Front
99. W17 – 2<sup>nd</sup> row, fixed window, passenger side
100. W61 – Windows in Tailgate/Rear Door
101. W70 – Tint for rear Windows and Rear Side Windows
102. XC8 – VIN visible from outside
103. XL2 – Weight Variant 4.100 KG
104. XQ1 – VIN encoded vehicle data with check digit
105. XY0 – Model year 0
106. XZ0 – RY Code
107. X5G – Without load uprating
108. X64 – Literature English
109. Y43 – Hydraulic Jack
110. ZU8 – Country Code – USA
111. ZZ4 – Brand content Mercedes-Benz, North America
112. Z44 – Registration of vehicle not possible in EU