

Date Issued: January 31, 2022

Bid No.: 22-012

The City of Decatur will accept sealed bids for the following material, equipment or services for City Departments:

Description: Towing of Decatur Police Department Vehicles

Bids must be received before February 15, 2022 at 2:00pm

Include 1 original and 1 copy of your bid submission.

Bid opening will be held on 7th floor, Decatur City Hall 402 Lee Street.

Return sealed bid to:

Regular Mail

City of Decatur
Purchasing Department
P.O. Box 488
Decatur, AL 35602

Courier

City of Decatur
Purchasing Department
Third Floor
402 Lee St., NE
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. I have read and understand all terms and conditions of this bid.

Company Name

Authorized Signature

Mailing Address

Typed/Printed Authorized Name

City, State, Zip

Title

Email

Telephone

PRICE SHEET

Opening Date: February 15,2022

Invitation to Bid No.: 22-012

Opening Time: 2:00pm

Prices quoted in all bids for personal property shall be total delivered price.

Towing Charges	Flat Fee	Mileage Charge (\$ Per Mile)
Disabled Vehicle Inside Morgan County		
Disabled Vehicle Outside Morgan County		
Vehicle Involved in a Traffic Accident Inside Morgan County		
Vehicle Involved in a Traffic Accident Outside Morgan County		

- A bid bond **is not** required for this bid.
- Delivery can be made _____ days or _____ weeks after receipt of order.
- Terms: _____ (Discounts will be considered in the bid evaluation and will be taken without regard to date of payment.)
- Prices valid for acceptance within _____ days (not to be less than 60 days)
- Contracts for services are let for a period of one year and may be renewed for up to two additional years, provided the terms of the contract do not materially change.

NOTE: FOR THIS BID TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE BID MAY BE DISQUALIFIED. BID RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.

Bidder Signature

Company

By signing this contract, _____ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

STANDARD TERMS AND CONDITIONS

IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.

Bid response envelopes shall be properly identified on the front with the invitation to bid number, opening date and time. Each individual invitation to bid shall be submitted in a separate sealed envelope. Multiple bid responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service.

Bid responses and signature page must be submitted on this form in ink or typewritten or the bid will be rejected. Submit this **original and (1) copy** of the original with your response.

For a “no-bid” response, return the signature page signed and marked “no bid”. Non-response may result in removal from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department will not accept facsimile (fax) nor email transmissions of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Purchasing Agent.

Non Appropriation of Funds: Continuation of any agreement between the City of Decatur and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the City as a result. The City will not incur liability beyond the payment of accrued agreement payment.

Descriptive Literature: Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the bid or the Purchasing Agent may reject the bid for that item. Reference to literature submitted with a previous bid, or on file with the Purchasing Department will not satisfy this requirement.

The City of Decatur reserves the right to modify all or any portion of this Invitation to Bid when the best interest of the City is involved. The City reserves the right to award this bid to a single vendor or multiple vendors when in the best interest of the City.

The City of Decatur reserves the right to seek clarification of bid responses from vendors submitting responses.

The City of Decatur is exempt from all Federal, sales and use taxes.

All bidders shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted bids when requested. **Proof of insurance must be submitted with your response.**

Any individual, company, or corporation doing business with the City of Decatur must possess and show proof thereof all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award when requested.

The City of Decatur reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the City.

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

The successful bidder shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances. Including but not limited to a current business license and remittance of sales tax owed to the City.

An electronic version of this bid is available on the City's website at www.decaturlabamausa.com or by emailing purchasing@decatdur-al.gov. In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy with your bid response package.

The hard copy of the invitation to bid on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the bid could be considered grounds for rejection of the bid response.

Exclusion of the electronic files in a bid response is not a basis for rejection.

A BID RESPONSE MAY BE REJECTED IF:

- Bids improperly submitted or identified
- Bid not signed or not original signature
- Requested information, or documentation not submitted with bid
- Failure to acknowledge receipt of addendum with bid
- Material alteration of the master document
- Invitation to bid number not on face of envelope
- Received late
- Bid response not on original form
- Bid not in ink or typed
- Proper licensing not included/provided as required by law

Notice: As a condition of contract, grant or incentive performance with the City of Decatur, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS NAME: _____

APPLICANT'S NAME: _____

E-VERIFY AFFIDAVIT

I am the applicant listed above. In my capacity as _____ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law.

The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the City.

E-verify Employment Eligibility Verification User Identification Number

Applicant

Sworn to and subscribed before me on this the _____ day of _____, 20_____

Notary Public

My Commission Expires: _____

Bid Document Checklist

Items Required with Bid	Submission Requirements Check List X = REQUIRED; BLANK=NOT REQUIRED	Items Submitted (Bidders Initials)
X	Envelope Sealed and Marked w/bid # on front	
X	Original Signatures on front page (in ink)	
	Bid Bond or Check	
	Addendum	
X	E-Verify form	
X	Proof of Insurance	
X	Price Sheet Information Included	
	References	
	Catalog	
X	Send in on or before given time	
	Business License	

If you have questions concerning the bid submission requirements, please call the Purchasing Department 256-341-4521 or email purchasing@decatur-al.gov.

If you have questions about the specifications contact Captain George Silvestri, gsilvestri@decatur-al.gov or Office: 256-341-4634

Scope of Services

The City of Decatur seeks a contractor for towing of City of Decatur Police Department (DPD) vehicles. All vehicles shall be delivered for the submitted rates to:

City of Decatur Streets & Sanitation
1802 Central Parkway
Decatur, AL 35601

Services shall be requested through DPD dispatch.

Response times within Morgan County shall be not more than 20 minutes with a request for 10 additional minutes. In the event the successful bidder cannot make the required response time or denies the call for service the City reserves the right to use a different vendor of the City's choosing. If the charges incurred from the alternate vendor are higher than the bid prices of the successful bidder, the City shall deduct the difference from the monthly invoice amount.

The successful bidder, from the time he/she moves or otherwise makes contact with any vehicle to be towed, assumes liability for injury to persons, damage to property, fires, or theft resulting from the operator's negligent acts or omissions.

The successful bidder shall be subject to inspection by the police department no less than annually. It shall be within the chief's discretion to require more frequent inspections. Such inspections shall, at a minimum, determine the following:

That a garage or mechanic licensed to do business in the city, the same not being an owner, employee, or in any other way an interested party in any wrecker operator regulated by this chapter, has inspected and issued a certificate upon inspection that each wrecker operated by the wrecker operator is in a safe operating condition for the purposes for which it is designed. Further, such inspection shall certify that each wrecker carries the proper mechanical and safety equipment as required by applicable federal, state, and local laws.

Every wrecker to be placed on the rotation list shall, at a minimum, carry the following equipment and meet the following standards:

(1) All equipment necessary for the towing vehicle or combination of towing vehicle and towed vehicle must comply with the applicable requirements of CFR 49, Parts 390-399, of the Federal Motor Carrier Rules and Regulations, as the same currently exist or as they may be amended in the future.

(2) Each wrecker shall be equipped with factory installed one-ton capacity dual wheels. Dummy dual wheels are prohibited.

(3) Each wrecker shall be equipped with a power winch, winch line, and boom with a factory rated lifting capacity, or a tested capacity, of not less than eight thousand (8,000) pounds single line capability. At the time of application, the wrecker operator shall provide documentation of lifting capacity from the factory or qualified testing facility.

(4) Appropriate equipment shall be attached to each wrecker in order to prevent any vehicle being hauled or towed from being further damaged by coasting, rocking, swinging, or slamming into the wrecker or any part thereof.

(5) Each wrecker shall have the following standard equipment: a. Tow bar; b. Safety chains; c. Operating, fully charged fire extinguisher mounted in an easily accessible location; d. Wrecking bars; e. Brooms; f. Shovel; g. Axe; h. Dolly, with name and telephone number of wrecker operator prominently affixed thereto; and i. Minimum forty (40) pounds of oil dry.

(6) Yellow emergency lights shall be affixed above the top of the cab of the wrecker. The warning lights shall be visible from a distance of not less than one thousand five hundred (1,500) feet under normal atmospheric conditions at night. Sirens are prohibited.

(7) Each wrecker shall be equipped with a minimum of one hundred (100) feet of three-eighths-inch diameter or larger steel cable.

(8) The name, address, and telephone number of the wrecker operator shall be permanently affixed to and prominently displayed on both sides of the wrecker, using letters and numerals that are clearly visible from a distance of one hundred (100) feet. The lettering used for the operator name shall be at least four (4) inches tall and the lettering and numerals used for the address and telephone number shall be at least two (2) inches tall.

(9) The wrecker operator shall not place or imprint on their vehicles, buildings, equipment, clothing, advertisements, or correspondence anything suggesting or implying any official relationship between the wrecker operator and the city. Without limitation, the wrecker operator shall not use any colors or paint schemes similar to those used by the police department; decals similar in design to department decals; any logo similar to those employed by the city or any of its departments; or any other language or wording which would cause the general public to believe the wrecker is owned or operated by the city.

(10) Each wrecker shall be properly equipped with clearance and marker lights and all other equipment as required by law.

(11) Each wrecker shall be equipped with warning devices, as the same are required by law and applicable to trucks, capable of protecting the scene of an accident by day or night.

(12) Dual rear adjustable floodlights with a minimum of twenty thousand (20,000) candlepower each shall be affixed to each wrecker.

The successful bidder shall maintain accurate records reflecting all wrecker services performed. Each record of wrecker service shall include the following information:

- (1) The date and time the operator was contacted and requested to perform the service.
- (2) The name of the person requesting the service.
- (3) The location of the vehicle.
- (4) A description of the towed vehicle, including license tag and identification number.
- (5) Services provided and service charge and fees.

A receiving ticket must be signed by the officer at the scene and a copy must be provided to the officer at that time. No charges will be paid without the corresponding receiving ticket.

All records required herein must be available during normal business hours for inspection by the chief or other city representatives. The operator shall maintain the aforementioned records for the current calendar year and the preceding calendar year.

The successful bidder shall invoice the City for all services within a calendar month and will be paid net within 30 days of invoice submission or based on the payment terms included in a bidder's bid submission. The invoice shall provide detailed line items of services performed and applicable charges.