Date Issued: January 28, 2016 Invitation to Bid No.: 16-019

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

Description: (SUV) Police Pursuit Vehicles

Bids must be received before 2:00PM February 23, 2016 and will be opened in the Purchasing Department, 3rd floor City Hall.

Return the **original and (1) copy** of your **sealed and marked** bid to:

<u>Regular Mail</u> <u>Courier</u>

City of Decatur City of Decatur

Purchasing Department Purchasing Department

P.O. Box 488 Third Floor
Decatur, AL 35602 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
Telephone	Email

PRICE SHEET

Opening Date: February 23, 2016

Invitation to Bid No.: 16-019 Opening Time: 2:00 PM

Description	Quantity	Unit Price	Total Amount
Interceptor Utility Vehicle	23		

<u>Prices quoted above in all bids for personal property shall be total delivered price.</u>

A bid bond IS NOT required	l for this ITB.	
• Delivery can be madeorder.	days or	weeks after receipt of
• Terms: in the bid evaluation)	(Discounts offered in	payment terms will be considered
Prices valid for acceptance v	within days	s (not to be less than 180 days)
		ear and may be renewed for up to ntract do not materially change.
For questions on specifications configuration of product and product the City of Decatur Purchase purchasing@decatur-al.gov.	tions on the bid proces	s and your response to this bid
NOTE: FOR THIS BID TO BE OREQUESTED SHOULD BE SUFMAY BE DISQUALIFIED. BID THE ORIGINAL SIGNATURE IN	PPLIED, AS APPRO RESPONSE MUST I	PRIATE OR THE ENTIRE BID
Bidder Signature		Company

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.

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.decaturalabamausa.com or by emailing purchasing@decatur-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://everify.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 Verific	ation User Identification Numbe	- er
	Applicant	
Sworn to and subscribed before me c	n this the day of	, 20
	Notary Public	
	My Commission Expires:	

The City of Decatur, Alabama solicits bids for the following Police Pursuit Vehicles with the listed features. Note any exceptions to the features and specifications in your bid response. Provide your bid pricing with the enclosed price table. List any exceptions to the specifications on separate sheets if needed.

Twenty-three (23) Sport Utility Police Interceptor Vehicles specifications below:

Code	Description	Exception
K8A	Police Interceptor SUV	
67U	Ultimate wiring package	
43D	Dark car feature	
51T	Whelen LED spotlight	
17T	Dome light in cargo area	
66B	Taillight lighting solution	
66C	Rear lighting solution	
79 D	Deflector plate	
21B	Rear view camera	
68G	Rear door handles inoperable / locks inoperable	
18W	Rear window power delete	
59J	Keyed alike - 1111x	
60R	Noise suppression bonds	