

Date Issued: April 28, 2016

Invitation to Bid No.: 16-027-Web

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

Description: **Refurbish/Rebuild 2002 Pelican Street Sweepers**

**Bids must be received before May 19, 2016 at 1:00pm and will be opened in the Purchasing Department, 3<sup>rd</sup> floor City Hall.**

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

PRICE SHEET

Opening Date: May 19, 2016

Invitation to Bid No.: 16-027

Opening Time: 1:00pm

Description	Estimated Quantity	Unit Price	Total Amount	Days to Complete (1) Unit
Refurbish/Rebuild Pelican Street Sweepers	2			

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

- A bid bond IS NOT required for this ITB.
- Terms: \_\_\_\_\_ (Discounts offered in payment terms will be considered in the bid evaluation)
- Prices valid for acceptance within \_\_\_\_\_ days (not to be less than 90 days)
- Contracts 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.
- Vehicles may be inspected prior to the bid deadline by **APPOINTMENT ONLY**. Contact Ricky Terry at 256-341-4991 or by email at rterry@decatur-al.gov. Potential bidders may make a thorough inspection at any level, provided they reassemble any items removed.

For questions on specifications contact Ricky Terry at 256-341-4991 or email rterry@decatur-al.gov, for questions on the bid process and your response to this bid contact the City of Decatur Purchasing Department at 256-341-4520 or email purchasing@decatur-al.gov.

**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

## 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.decalab.com](http://www.decalab.com) or by emailing [purchasing@decalab.com](mailto:purchasing@decalab.com). 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: \_\_\_\_\_

## Specific Terms & Conditions

The City of Decatur seeks bids on for refurbishment or rebuild of an estimated quantity of (2) 2002 Pelican Street Sweepers manufactured by Elgin Sweeper Company.

The attached list of components should be checked off by the successful vendor as being certified and capable of being placed back in service, replaced and/or repaired as needed. The completed list shall be returned with the machine. The warranty period shall be stated for each component listed to include labor warranty.

The unit shall be sandblasted inside and out and painted to factory specifications and color. Upon completion of the refurbishing, the department shall be notified so an onsite inspection of the machine can be conducted prior to delivery. The successful vendor shall also provide an infield sweep test as well as operations and maintenance training.

Our failure to list all components requiring replacement and/or certification as being adequate to be reinstalled does not alleviate the successful bidder from providing such.

NOTE: The engine shall receive a complete out of the machine rebuild. If the condition of the engine is determined to be in such condition that a rebuild isn't warranted, a new engine meeting the specifications of the factory engine shall be installed. The quote to refurbish and or rebuild the machine shall include the cost to rebuild the engine and/or install a new engine. Additionally, all hydraulic lines shall be replaced no matter the condition.

Operators Cabin-shall at a minimum have a new seat and floor liner installed, any and all cracked glass replaced along with window seals, wiring and harnesses, broken gauges, warning lights, cabin light, step rails, damaged or broken compartment doors and hinges, grab rails, operating controls and other such items that are considered to be normal for a refurbishing of this magnitude. NOTE: The Air Conditioning System shall be a complete replacement.

Chassis - an inspection of the wiring harness with any harnesses being replaced that have been subjected to weather or operational damage, all lights front and rear, safety lights, horn, safety placards, decals, steering components, (all steering components shall be replaced if there is the slightest indication of wear), tires, driveline components, wheels, bearings, belt and belt scraper, all upper and lower roller bearings, weights and towing system. NOTE: Automatic greasing system shall be replaced to include new lines.

Debris Hopper – all items relating to the hopper shall be inspected and replaced as necessary including, the door and seal, hopper floor, hopper liner, all cylinders shall be tested and certified as operational, pivot pins and other items not necessarily listed.

Spray System – all items relating to the spray system shall be inspected to include, pumps, tank, filters (shall be replaced), nozzles, fittings, elevator wash out, fill hose and other items not necessarily listed.

Main Broom/Side Broom – all items relating to the main broom and side broom shall be inspected and or replaced to include lifting arms, bearings, brooms and other components that would be considered in a refurbishing of this magnitude.

Successful vendor shall warranty all parts and labor for a minimum of (1) year from date of delivery or 1,000 hours of normal use on the rebuilt/refurbished sweeper.