Date Issued: April 18, 2024 Invitation to Bid No.: 24-017

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

Description: Automotive Maintenance & Repair

Bids must be received before 2:00 PM, May 2, 2024. The bid opening will be publically opened at that time at the Purchasing Office located at 701 Railroad Street NW, Decatur AL.

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

Regular Mail Courier

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	
 E-mail	

Invitation to Bid No.: 24-017 Opening Time: 2:00 PM

Description	Total Price
See Enclosed Price Table on back page	

- Prices quoted above in all bids for personal property shall be total delivered price.
- Any purchase is contingent upon future actions of the Decatur City Council.
- A bid bond <u>IS NOT</u> required for this bid.
- Evidence of insurance <u>IS</u> required for this bid.
- Delivery can be made \_\_\_\_\_\_ days or \_\_\_\_\_ weeks after receipt of order.
- Terms: \_\_\_\_\_\_ (Discounts offered in payment terms will be considered in the bid evaluation)
- Prices valid for acceptance within \_\_\_\_\_ days (not to be less than 30 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, (Insert Company Name) 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 <u>sealed and properly identified</u> 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.

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.

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

Your signature must be notarized.
BUSINESS NAME:
APPLICANT'S NAME:
E-VERIFY AFFIDAVIT
lam 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: \_\_\_\_\_

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.

#### **TERMS & CONDITIONS**

The City of Decatur is seeking contract services for repair and maintenance of passenger cars and light trucks supplemental to the City's Garage operations. Repairs and maintenance will be performed at the successful vendor's facilities.

Pricing shall be provided for all services and repairs for passenger cars and light trucks for the following components expressed as a labor rate and percent % discount off list price for OEM parts and materials and non-OEM parts and materials, (insert pricing in the table in this document):

- Tires
- Lights
- Seat belts
- Windshield Wipers and Washers
- Fluid Levels in Reservoirs and Lines
- Battery
- Heater-Defroster-Air Conditioner System and Wiper Controls
- Exhaust System
- Minor Engine Work
- Major Engine Work Rebuild Repair
- Steering and Suspension Components
- Frame/Sub-Frame and Cross Member
- Drive Shaft U-Joints / CV Joints
- Critical Components under-hood heat-shields, and the routing of all hoses, all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts, and other under-hood plastic or rubber components.
- Brakes & Braking Systems
- Starter/Charging System
- Cooling System
- All other inspections, diagnostics, and repairs
- Routine Oil Change Service
- 1. Prices for the services listed above must include all labor and material needed to complete the services specified. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.
- 2. Prices proposed in this section are firm fixed prices for the initial (12) month period of the contract. Price changes will be considered after the initial (12) months, relative to changes in the Consumer Price Index published by the U.S. Bureau of Labor Statistics.
- 3. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case- by-case basis.

- 4. For police patrol vehicles, all parts are to be OEM, Heavy Duty Police Pursuit Vehicles parts.
- 5. Interior vacuum and exterior wash and service reminder sticker are required with each routine preventative maintenance service.
- 6. Provide break down of labor hours for each periodic repair item and indicate any exceptions, if applicable. Labor hours shall be repair time, not factory time.
- 7. Unless otherwise specified and/or agreed to, a standard 120-day or 4,000 mile warranty will be required on all labor and materials.
- 8. Non-routine maintenance, other than emergencies, will be handled by appointment. If a driver stops at your facility Monday through Friday between 7:30 a.m. and 5:00 p.m. requesting service without prior notification to you from the City, the work may be performed if possible or an appointment made.
- 9. After Contractor hours, if a vehicle has a breakdown or is involved in an accident and must be towed, the driver has been instructed to have the vehicle towed to your facility. The operator will then provide their own transportation. You may, therefore, encounter a disabled vehicle that has been towed to your facility during non-working hours.
- 10. Turn-around time of 24 hours for non-preventative maintenance service is expected unless otherwise approved by the requesting department.
- 11. The successful vendor shall have at least (1) one facility within (15) miles of Decatur City Hall.
- 12. The repair and maintenance will be performed at the Contractors facility by qualified mechanics under the direct guidance and supervision of an ASE Certified Master Mechanic. The ASE Certified Master Mechanic's Certificate of Certification will be available for review upon request.
- 13. The successful vendor will have parts suppliers readily available to ensure minimal down-time of any vehicle needing repair or maintenance
- 14. The successful vendor is responsible for securing the vehicles inside which are at the facility for maintenance. The successful vendor assumes all liability for any damages occurring to the vehicle while in his control.
- 15. The successful vendor may subcontract services to be performed hereunder only with the prior approval of the City. No such approval will be construed as making the City party of, or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the successful vendor of its liability and obligation under this Contract; and despite such subcontracting the City shall deal through the successful vendor, and subcontractors will be dealt with as workmen and representatives of the successful vendor.

Describe any exceptions to the above terms and conditions on a separate sheet if needed. List any exceptions by the number above. Exceptions will be considered in the award of the bid.

### QUESTIONAIRE

Does the vendor have the ability to repair and maintain regular fuel vehicles?
Does the vendor have the ability to repair and maintain diesel fuel vehicles?
List or describe the make of passenger cars and light trucks the vendor is able or unable to repair and maintain:
List all locations (with street address) available for repair and maintenance of vehicles within 15 miles of Decatur City Hall:
Do you provide a towing service, if yes what are the charges, include in the price table?
Use separate sheets if needed

## **Bid Document Checklist**

Items	Submission Requirements	Items
Required	Check Sheet	Submitted
with Bid	X = REQUIRED; BLANK=NOT	(Bidders
	REQUIRED	Initials)
X	Envelope Sealed and Marked w/bid # on	
	front	
X	Statement of Non-Collusion Enclosed	
X	Original Signatures (in ink)	
	Bid Bond or Check	
	Addendum	
X	E-Verify form	
X	Proof of Insurance	
	References	
	Catalog	
X	Send in on or before given time	
X	Business License required when bid	
	awarded	
X	Contractor Safety Pre-qualification Form	

For questions on your bid submission requirements contact the City of Decatur Purchasing Department at 256-341-4520 or email at purchasing@decatur-al.gov

### CITY OF DECATUR, ALABAMA

### **Contractor Pre-qualification Form (PQF)**

This form must returned in your sealed bid submission and can be filled in using MS Word

	afety Health and Er	nvironmental AND MAJOR SUPPLIE	ERS)
	GENERAL II	NFORMATION	
1. Company Name:		Telephone:	
Street Address:		Mailing Address:	
2. Contact for Insurance Inf			
Title:	Telephone:		Fax:
3. PQF Completed By (Nar		_	
Title:	Telephone:		Fax:
	ORGAN	NIZATION	
4. Project Description:	Manadia a		
City of Decatur Cemetery	viowing		
<del></del>			
SAFETY	, HEALTH & ENVIR	ONMENTAL PERFOR	MANCE
<b>SAFETY</b> 5. Injury & Illness Stats	, <b>HEALTH &amp; ENVIR</b> (Year)	ONMENTAL PERFOR (Year)	MANCE (Year)
5. Injury & Illness Stats (previous 3 years)	(Year)		
5. Injury & Illness Stats (previous 3 years) Total Recordable Incidents:	(Year)		
5. Injury & Illness Stats (previous 3 years)	(Year)		
5. Injury & Illness Stats (previous 3 years) Total Recordable Incidents:	(Year)		
<ul><li>5. Injury &amp; Illness Stats (previous 3 years)</li><li>Total Recordable Incidents: Fatalities:</li><li>6. Has your company recei</li></ul>	(Year) ved any Citations, N	(Year)	(Year) 
<ul><li>5. Injury &amp; Illness Stats (previous 3 years) Total Recordable Incidents: Fatalities:</li><li>6. Has your company receisafety, health, or environments</li></ul>	(Year) ved any Citations, N	(Year)	(Year) 
<ul> <li>5. Injury &amp; Illness Stats (previous 3 years) Total Recordable Incidents: Fatalities:</li> <li>6. Has your company receisafety, health, or environment of the state of</li></ul>	(Year) ——— ved any Citations, Nental within the last the	(Year)	(Year) 
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<ul> <li>5. Injury &amp; Illness Stats (previous 3 years) Total Recordable Incidents: Fatalities:</li> <li>6. Has your company receisafety, health, or environment of the state of</li></ul>	(Year) ——— ved any Citations, Nental within the last the	(Year)	(Year) 

7. Does your organization have a Substance Abuse and Prevention $\square$ Yes $\square$ No	ı Program?
<ul><li>8. Does your organization have an Accident/Incident Reporting and procedure?</li><li>☐ Yes ☐ No</li></ul>	Investigation
9. Do you have a Safety Orientation Program? □ Yes □ No	
10. Do you conduct field safety inspections? □ Yes □ No	
11. Do you conduct Safety Meetings? □ Yes □ No	
12. Company Safety Health and Environmental contact:	
Name:	
Title:	
Address:	
Phone Number: MobileOffice	
Email Address:	
13. Company Representative:	
Signature Date	

At the City of Decatur we strive to be a top performing safety organization, and provide safety and healthful worker places for our employees, while ensuring that public safety remains at the forefront of our operations. The preceding information has been requested as part of the City of Decatur's Safety and Health program, and supports efforts to improve safety in all of our activities.

Thank you for your cooperation and assistance, address any questions to me at 256-341-4897 or by email at rshepherd@decatur-al.gov.

Brad Murphy Safety Coordinator

Vendor Name:	Labor Rate/Per Hour	% Off OEM Parts	% Off Non-OEM Parts
Tires			
Lights			
Seat belts			
Windshield Wipers, Washers and Wiper Controls			
Fluid Levels in Reservoirs and Lines			
Battery			
Heater-Defroster-Air Conditioner System			
Exhaust System			
Minor Engine Work			
Major Engine Work -Rebuild Repair			
Steering and Suspension Components			
Frame/Sub-Frame and Cross Member			
Drive Shaft U-Joints / CV Joints			
Critical Components*			
Brakes & Braking Systems			
Starter/Charging System			
Cooling System			
All other inspections, diagnostics, and repairs			
Routine Oil Change Service			
	Charge		
Towing Services, if available			
* Under-hood heat-shields, and the routing of all hoses, all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts, and other under-hood plastic or rubber components.			