

**The City of Pinson, Alabama
Invitation to Bid**

3500 HD Flat Bed Stake body 4 WD Truck

The City of Pinson, Alabama is soliciting sealed bids for furnishing a HD Work truck, as further described in the bid specifications below.

Sealed proposals will be received by the City Clerk of the City of Pinson, Alabama at the Pinson City Hall (4410 Main Street, Pinson, Alabama 35126) from July 25, 2022, at 8:00 AM until August 5, 2022, at 2:00 PM.

Bids received after the deadline on August 5, 2022, at 2:00 PM CST will not be considered.

The project includes the City's purchase of one Truck.

Any vendor responding to this invitation for bids must submit a proposal as a prime contractor with total responsibilities. The successful vendor(s) must assume a single source responsibility and will be the sole point of contact for all system delivery, installation and operation, testing, training, warranty, maintenance, problem determination and resolution.

Bids will be opened and publically read at the Pinson City Hall on August 5, 2022, at 2:15 PM.

Prequalification is not required to bid.

All bid envelopes must be sealed and clearly labeled. The envelope must be plainly marked on the outside as follows:

“SEALED BID FOR TRUCK”

Bids must be submitted to:

Marie Turner,
City Clerk
City of Pinson, Alabama
4410 Main Street
Pinson, Alabama 35126

Prospective bidders are instructed to read the bid specifications and the plans/specifications very carefully. Questions or requests may be directed to Mayor Joe Cochran, City of Pinson, 4410 Main Street, Pinson, Alabama, at the above address. Mayor Cochran's telephone number is 205-680-5556.

The contract will be awarded to the lowest responsible and responsive bidder unless the City of Pinson finds that all the bids are unreasonable or that it is not in the interest of the City of Pinson to accept any bid.

SPECIFICATIONS

The following is the list of specifications for the __HD Work Truck (the “Truck”):

The Successful Bidder must provide the following:

One (1) __3500 HD_ Truck meeting below specifications.

The Truck must be a 2022 model or newer.

CHASSIS DATA:

1. Crew Chassis Cab
2. 4 WD
3. Axles: GVW 14,000 lb Dual rear wheels, 3.42 Ratio rear axle, Auto locking rear differential
4. Engine: 6.6L V8 Duramax Diesel, Turbo or equivalent
5. Transmission: 10 Speed Automatic or equivalent
7. Fuel tank: 40 gallon rear
8. Instrument panel gauges to include: Back up camera
9. Air conditioner and heater: Heat and AC
- 10.

BODY DATA:

1. Knaphied Flat bed stake body gooseneck and rear bumper pull pintall hitch
2. White Color

3. Include these options or equivalent

Options: 1WT-Work Truck Preferred Equipment Group
5N5-Rear Camera Kit for ZW9 Box Delete or Chassis Cab (SEO)
9J4-Bumper: Rear Delete
9L7-Upfitter / Accessory Electrical Switches
AE7-Seats: Front 40/20/40 Split-Bench, Uplevel
AKO-Glass, Deep Tinted
AQQ-Keyless Remote Entry
AU3-Power Door Locks
B3P-Special Vehicle Sales
BG9-Floor Covering: Rubberized Vinyl, Black
BHP-Diesel Engine Winter Cover
C49-Defogger, Rear Window, Electric
DBG-Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator
FE9-Federal Emissions
G80-Auto Locking Differential, Rear
G9Y-GVW Rating 14,000 Lbs Dual Rear Wheels
GAZ-Summit White
GU6-Rear Axle: 3.42 Ratio
H2G-1WT-Vinyl, Jet Black, Interior Trim
IOR-Chevrolet Infotainment, 7" Color Screen
JL1-Integrated Trailer Brake Controller
K05-Engine Block Heater
K34-Cruise Control
K40-Diesel Engine Exhaust Brake
K47-Heavy Duty Air Filter
KC4-Cooler, Engine Oil
KI4-120 Volt Electrical Receptacle, In Cab
KNP-Transmission Cooling System
KW5-Alternator, 220 AMP
L5P-Engine: 6.6L V8 DuraMax Diesel, Turbo
MGM-10-Speed Automatic
N2L-Fuel Tank, Rear, 40 Gallon (Front Tank Delete)
NQF-Transfer Case: w/ Rotary Dial Control, Electronic Shift
P03-Painted Wheel Trim Skins, Painted Center Caps
PCV-1WT Convenience 1 Package
PYW-Wheels: 17" Steel, Painted--Dual Rear Wheels
QQO-Tires: LT235/80 R17 All Season, Blackwall
SFW-Back-Up Alarm Calibration (SEO)
U01-Roof Marker Lamps
U2K-SiriusXM Satellite Radio (subscription)
UE1-OnStar Communication System
V46-Bumper, Front, Chrome
V76-Recovery Hooks
VK3-Front License Plate Mounting Provisions
YK6-SEO Processing Option
ZW9-Delete: Pick-Up Box

WARRANTY DATA

ADDITIONAL SPECIFICATIONS

The Successful Bidder must provide the above-described truck to the City of Pinson, as needed by the City.

The Truck should have at least two (2) sets of keys and a full tank of gas.

The Successful Bidder must pay for all titles, fees, and other charges, and must furnish a prepaid Certificate of Title in the name of the City of Pinson. The title will change upon acceptance of delivery by the City of Pinson.

Truck Must Be Delivered by the Successful Bidder to the City of Pinson, City Hall, within 10 days of the City placing an order for such truck. All costs of delivery must be included in the bidder's price.

The Truck is subject to a full inspection and acceptance by the City of Pinson upon delivery before the purchase of the truck is completed.

GENERAL TERMS AND CONDITIONS

1. A bidder must be solely responsible for all costs incurred in the execution of the bidder's proposal.
2. A bidder is expected to follow all specifications, terms, conditions, and instructions in this Invitation to Bid and to furnish all information required herein. A bid should clearly set forth a bidder's capability to provide the sale which will meet the intent of this Invitation to Bid and fill the requirements expressed by the City herein.
3. All information required by the bid forms must be completely provided and written or typed in clear, legible print in order for the City to consider the bid. Anywhere a signature is required, such must be made manually and by an authorized agent of the bidder. **NO STAMPED, COPIED, ELECTRONIC OR DIGITAL SIGNATURES WILL BE ACCEPTED.** All bids shall be typewritten or printed in ink on the form(s) prepared by the City. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids.
4. Each bidder shall make all investigations necessary to fully inform itself of the support systems necessary to ensure its delivery of the goods to be purchased as required by the conditions and specifications set forth in these bid documents. No plea of ignorance by bidder of conditions that exist or that may hereafter exist as a result of failure or omission on its part to make the necessary examinations and investigations will be accepted as a basis for varying the City's requirements or the successful bidder's compensation.
5. The City reserves the right to cancel this Invitation to Bid at any time and for any reason. The City further reserves the right to reject any and all bids received as a result of this Invitation to Bid. All bids received in response hereto shall become the property of City and will not be returned to bidders once opened.
6. **It is the intent of the City to award a contract to one (1) bidder deemed to be the most qualified, responsive, and responsible.** This determination may involve all or some of the following factors: price, conformity to specifications, previous performance, delivery promise, terms of payments, the terms of delivery, transportation charges, dates of delivery, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When bids are equal, local vendors shall be favored. For the purpose of verifying the contents of bids, the City may request from any one or more particular bidders additional information, an inspection of prior work, personnel interviews, and bid presentations. Discussions may be conducted with responsible bidders who submit bids determined to be reasonably suitable for selection for the purpose of clarifying and assuring full understanding of, responsiveness to, and compliance with the Invitation to Bid requirements. *At no time during any such clarification may the bidder alter or attempt to alter, verbally or otherwise, the terms of its bid as originally submitted.* Bidder cooperation in this endeavor shall be required for continued consideration. The City reserves the right to reject at its sole discretion the bids of non-cooperative bidders.

7. The City will make all decisions regarding evaluations of bids and specifically reserves the right to judge and determine whether a bid is compliant with and has satisfactorily met the requirements of the Invitation to Bid and of Alabama law. The City reserves the right to waive technical defects in a bid and informalities in the evaluation process if, in its judgment, the interests of the City so require. The City also reserves the right to accept in whole or in part any bid and to reject any or all bids received.
8. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Any and all official addenda issued by the City shall become a part of this Invitation to Bid and bidder's receipt of same must be acknowledged by bidder in the bid forms. No instructions or changes of any kind shall be binding on any bidder unless documented by a proper and duly issued Addendum from the City Clerk.
9. Any and all costs for developing the bid and any subsequent activities prior to the award, including those associated with making a presentation, are solely the responsibility of bidder. The City will provide no reimbursement for such costs.
10. No person or selling agency shall be employed, retained, or given anything of monetary value to solicit or secure the contract to be awarded resulting from this Invitation to Bid, except bona fide employees of the bidder or bona fide established commercial or selling agencies retained by the bidder for the purpose of securing business. For breach or violation of this provision, the City shall have the right to reject the associated bid, annul any resulting contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.
11. A bidder should not base any portion of its bid on any verbal representations made by any City employee, agent, or representative or on any actual or perceived past practices not specifically identified and incorporated into this Invitation to Bid.
12. Prior to the bid opening, a submitted bid may be withdrawn by submitting a written request for its withdrawal to the City Clerk, duly authorized and signed by the bidder.
13. The City shall not be liable for any errors, omissions, or misinterpretations on the part of bidder in the course of submitting of its bid.
14. A bidder must provide written certification of compliance with *Ala. Code* § 31-13-9 (1975, as amended) by submitting documentation establishing enrollment in the E-Verify program along with the "Immigration Law Compliance Statement" provided by the City. Further, the award of any contract as a result of this Invitation to Bid shall be conditioned upon the successful bidder's not knowingly employing, hiring for employment, or continuing to employ an unauthorized alien within the State of Alabama and swearing or affirming that it shall not violate state or federal immigration laws. Upon award of any contract resulting from this Invitation to Bid, the successful bidder and the City shall therein affirm, for the duration of the agreement, that they will not violate state or federal immigration laws or knowingly employ, hire for employment, or continue to employ an unauthorized alien

within the state of Alabama. Furthermore, either contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. To the fullest extent permitted by law, the successful bidder shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to bidder's failure to fulfill its obligations set forth in this paragraph or contained in *Ala. Code* § 31-13-1 (1975), *et seq.*

15. Bidder shall truthfully complete the included "Disclosure Statement" and the "Non-Collusion Statement" addressing conflicts of interest and non-collusion as related to the preparation and execution of the bid.
16. Bidder must have all applicable licenses as required by law. The successful low bidder is responsible for acquiring the appropriate business licenses and permits to conduct any work associated with its proposal.
17. The City of Pinson believes fully in equal opportunity in the provision of supplies, equipment, construction and services. Positive steps should be taken to assure small businesses, minority businesses and women's businesses are given many opportunities to provide the above-mentioned services or materials when economically feasible. In the case of construction projects, the City shall rely on individuals or firms seeking to do business with the City to ensure that such above-mentioned businesses are given ample opportunity to participate on a sub-contractual basis, if appropriate to the project. The City of Pinson provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, disability, religion or age in consideration for an award.
18. The name of a certain brand, make, manufacturer, or definite specification, if used in the plans and specifications, is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, and manufacturer or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by the City of Pinson.
19. The City of Pinson is exempted from sales and use tax by § 40-23-4(11) and § 40-23-62(16), Alabama Code (1975).
20. Bids will be good for fourteen **(14) days** after being opened by the City of Pinson, Alabama. No bids may be withdrawn for a period of **fourteen (14) days** after the scheduled closing time for the receipt of bids.
21. The award of the contract, if to be awarded, will be made within **fourteen (14) calendar days** after opening of proposals to the lowest responsible bidder whose proposal complies with the requirements of the invitation to bid. Should no award be made within the **fourteen (14) days**, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by letter, mailed to the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

22. The City will select the lowest responsible bidder by taking into consideration the qualities of the commodities proposed to be supplied, their conformity with specifications, the purposes for which required, the terms of delivery, transportation charges, and the dates of delivery. The City may also consider the bidder's past service history, past performance, serviceability of product, total cost of ownership, and experience and longevity of bidder
23. The City reserves the right to accept or reject any or all proposals, items covered in the request, or any portion(s) thereof, waive formalities, determine responsiveness of bids, re-advertise and/or take such other steps deemed necessary and in the best interest of the City.
24. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes: (a) Failure to use the bid forms furnished by the City of Pinson, (b) lack of signature by an authorized representative on the bid form, (c) failure to properly complete the bid form, (d) evidence of collusion among bidders, or (e) unauthorized alteration of the bid form.
25. The City of Pinson assumes no legal liability to purchase labor, equipment, or materials under any contract unless funds are appropriated for that particular fiscal year.
26. The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the City Clerk by the deadline stated in the bid request.
27. Any legal action arising from the performance of this contract will be filed in the Circuit Court of Jefferson County, Alabama located in Birmingham, Alabama or the Federal District Court for the Northern District of Alabama.
28. Any special circumstances or unexpected conditions encountered during the project shall be immediately addressed with Mayor Joe Cochran so that a solution can be negotiated.
29. Bidders should mark as "CONFIDENTIAL" any part of their proposals that they consider to be proprietary or personal information. If any part is designated as "CONFIDENTIAL", there must be attached to that part an explanation of how this information fits within one or more categories considered exempt under the Open Records Act, or other applicable law.
30. The contractor awarded the contract will submit invoices, and invoices will be taken up at City Council meetings following submission to the City Clerk. Invoices shall be submitted 48 hours before any meeting for consideration. Invoices shall reflect actual sales.
31. Pursuant to § 41-16-50 of the *Code of Alabama*, for the purchase or lease of personal property only, a City of Pinson person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such City of Pinson responsible bidder. A City of Pinson vendor is defined as one who has a place of business within the city limits of Pinson, Alabama. It is the policy of the City of Pinson to purchase from a City of Pinson resident vendor whenever possible.