City of Leeds, Alabama 1400 9th St, Leeds, AL 35094 205-699-0903

INVITATION TO BID Pick-up Truck Revision #1

Bid Invitation Date:	Bid Number:	Return Quotation
		By:2:00PMCST
June 6, 2023	2023-06-01	June 21, 2023

Please submit a sealed price quotation on the items listed herein. (City of Leeds – Pickup Truck) **(Faxed bids will not be accepted.)** The submissions will be received at the Leeds City Hall, 1400 9th St, Leeds, AL 35094 until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return. The pick-up trucks will be used for use by the Fire Department, Development Office and Street Department. Complete specifications on details not fully described can be obtained on request.

The City of Leeds reserves the right to award this bid based on the lowest bid to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to Brad Watson at 1400 9th St, Leeds, AL 35094. Phone number (205) 699-0903

Brad Watson

City Administrator GENERAL CONDITIONS AND INSTRUCTIONS

- 1. Bid Number 2023-06-01 Pick-up Trucks must appear on the outside of the bid envelope.
- 2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
- 3. Bidders must submit an original and one (1) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
- 4. All pricing shall be F.O.B., Leeds, Alabama. Delivery will be to 1400 9th St, Leeds, AL 35094 with all freight charges paid by the vendor. Freight cost will be included in the bid price.
- 5. The successful bidder awarded the contract/purchase order must provide documentation of its enrollment in the E-Verify program.

6. The successful bidder must not be debarred from being awarded any government funded project.

DISPUTE RESOLUTION

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non- binding mediation. The location of the mediation shall be Leeds, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Jefferson County, Alabama, governed by the laws of the state of Alabama.

BID PROTEST PROCEDURE

A formal written protest shall be submitted to the City Administrator Brad Watson by 2:00 PM CST, June 21, 2023 or within five (5) working days after award. The formal written protest may be hand delivered to City Administrator Brad Watsons' office at 1400 9th St, Leeds, AL 35094 and/or mailed by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest or it will not be accepted.

The formal written protest shall state with particularity the facts and law upon which the protest is based within 30 calendar days of receipt of the timely filed formal written protest. The County Administrator Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the *Code of Alabama 41-16-31*, (if someone does file a written protest).

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

HOLD HARMLESS

The selected vendor agrees to protect, defend, indemnify and hold the City of Leedsand its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City of Leedsarising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

SPECIAL PROVISIONS

The City of Leeds desires to purchase 1 pick-up truck as per the following vendor and owner responsibilities:

- 1. All products must carry the full standard warranty provided by the manufacturer.
- 2. If the item(s) bid are not the manufacturer and model number listed, bidders must clearly state the manufacturer and model number for all items submitted and include sufficient additional documentation to verify minimum requirements are satisfied.
- 3. Delivery and vendor's responsibilities will be completed by 2:00 PM CST June 21, 2023.
- 4. Truck #1 is to contain the equipment listed below:

2023 ½ Ton 4 WD crew cab truck
147" bed
Color Red
5.3L V8 Engine
Transmission, 10-speed automatic with Electronic Transmission Range Selector, (ETRS), electronically controlled with overdrive,
tow/haul mode and steering column paddle shifters. Includes Cruise Grade Braking and Powertrain Grade Braking
Off-Road suspension with 2" lift and monotube shocks
Alternator, 170 amps
GVWR 7100 lbs.
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler
Push Button Start
Automatic Stop/Start
Hill Descent Control
Transfer case, two-speed electronic with push button control
Auto-locking rear differential
Four wheel drive
Skid Plates
Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
Windows, power, rear sliding with rear defogger
13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most
phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings. Bose Sound System, premium 7-speaker system with Richbass
woofer.
Tailgate, gate function power up/down with power lock and release
Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) High gloss Black painted aluminum
Tires, LT275/65R18C
Tire, spare 265/70R17SL all-season, Blackwall

- 5. Payment will be made net 10 days upon completion and delivery of trucks..
- 6. Provide with bid, pictures of vehicle interior (driver's area, rear area) and exterior (all four sides).
- 7. Bidder shall give a unit price. The price shall include all applicable charges, destination charges, delivery charges, title fees, rebates and any other similar cost and refunds on the vehicle. The purchase price shall not include extended warranty cost.
- 8. Owner will have 7 days after the bid opening to inspect and drive the vehicle at the vehicle's location.

9. Title shall be addressed to the OWNER, City of Leeds.

RESPONSE FORM TO BE ATTACHED TO BID

CompanyName
Federal 1.D. #
Mailing Address
Phone Number
Email Address
Quote F.O.B.: 1400 9th St, Leeds, AL 35094
Terms of Payment: Net 10 Days
Delivery Date: 2:00 PM CST on July 12, 2023 or Sooner
Addenda: The bidder acknowledges receipt of Addenda Nos through inclusively.
Official Signature
Printed Name and Title

EQUIPMENT SUBSTITION FORM

EQUIPMENT SUBSTITION FORM

Project: City of Leeds, Pick-Up Truck Bid# 2023-06-01

A separate form should be completed for each substituted Item.

From:			Date:	
Specified Item:				
	(Item Numberj	(Description)		

We believe that the following product is equal or superior to the specified product in appearance, durability, performance, and in every other respect, and we hereby submit it for your consideration as a substitute for the specified item for the above-mentioned project:

A.	Proposed Substitution (manufacturer & model nu	nber):		
B.	Reason for Substitution:			
C.	List differences between proposed substitution and spe	ecified item:		
D.	Manufacturer's warranties of the proposed and specif	ied items are: SameDifferent		
E.	List information on availability of maintenance service a	and source of replacement materials:		
F.	Certification of, and Assumption of Liability for, Equivalent Performance: The undersigned states that the function, appearance and quality of the proposed substitution is equivalent or superior to the specified item and is in compliance with the bid.			
	Supplier	Signature		
	Telephone	Date		
=VIF\	N AND ACTION (to be filled-in by City Administrator B	rad Watson)		

REVIEW AND ACTION (to be filled-in by City Administrator Brad Watson)

Substitution Proposal Rejected because Not Complete Substitution Accepted

oted as Noted By:

Date:

Substitution Rejected

Remarks: _____