



CITY OF ALVIN

February 13, 2017

NOTICE TO BIDDERS

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Clerk, 216 West Sealy Street, Alvin, TX 77511 no later than 2:00 P.M., Tuesday, February 28, 2017.

Bids will then be publicly opened and read aloud at 2:15 P.M., February 28, 2017 in the City Council Chambers, Alvin City Hall, 2nd Floor, 216 West Sealy, Alvin, TX 77511 for the following:

Two (2) - 14yd Dump Body Dump Trucks

The bid award will be made at a regularly scheduled meeting of the City of Alvin City Council. Bid information and specifications may be obtained from the City of Alvin Public Services Department at 1100 W. HWY 6, Alvin, Texas 77511 or the City of Alvin website www.alvin-tx.gov Community Information/Bidding Information.

All bids will be marked "SEALED BID No. B-17-02 Two(2)– 14yd Dump Body Dump Truck", on the outside of a completely sealed envelope and submitted to the City Clerk, 216 W. Sealy, Alvin, Texas, 77511.

Brian K. Smith, Buyer
City of Alvin

ADS RUN on Monday, February 13th and Monday, February 20th of 2017.

BID INVITATION

**PUBLIC SERVICES
DEPARTMENT**
City of Alvin
1100 W. HWY 6
Alvin, TX 77511
(281) 388-4315

DATE: February 13, 2017
BID NAME: 14yd Dump Body Dump Truck
BID NUMBER: B-17-02

ITEM(S) OUT FOR BID:

Two new – 14yd Dump Body Dump Trucks

BID DEADLINE / OFFICIAL OPENING

Sealed bid proposals will be received until 2:00 p.m., Tuesday, February 28, 2017, in the City Clerk Office, Alvin City Hall, Alvin, TX 77511, at which time they will be publicly opened and read in City Council Chamber at 2:15 p.m.

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals must be made and received prior to the opening date and time as specified. Late bids will be retained by the City; however they will not be opened nor considered in the evaluation of the bid.
2. Bids shall be plainly marked "Sealed Bid", and shall also be marked with the BID NAME as specified above, on the outside of a completely sealed envelope. The envelope shall be addressed to the CITY CLERK, City of Alvin, 216 W. Sealy, Alvin, TX 77511. NO BID WILL BE ACCEPTED VIA FAX.
3. Bids that deviate from the specifications contained in this bid packet must have full descriptive data accompanying it. Such bids shall be considered "Alternate" bids, and shall be identified by the bidder as such.
4. All materials bid are to be bid FOB Alvin, Texas, delivered to the floor of the location indicated.
5. The City of Alvin, Texas, reserves the right to accept separate items in a bid unless this right is specifically denied by the bidder in writing at the time the bid is submitted.
6. In case of default after bid award, the City of Alvin, Texas, may (at the City's option) hold the awarded bidder or contractor liable for any and all resultant increased costs as penalty for such default.
7. The City of Alvin, Texas, reserves the right to accept or reject in part or all of any and all bids. All bids submitted must remain in force for at least (120) calendar days after official opening unless a different period is specified in bid. The City further reserves the right to accept any and all bids with or without trade-ins as specified.
8. The quantities shown may be estimates and may vary according to the requirements of the City of Alvin, Texas, throughout any contract period.
9. Item(s) bid are to be priced net each, including packaging and shipping. Trade-in values of items must be shown separately on bid proposals.
10. The Purchasing Department assumes responsibility for the correctness and clarity of this bid. All information and/or questions pertaining to this bid shall be directed to the City of Alvin Purchasing Department.
11. Any attempt to negotiate on the contents of this bid with the City of Alvin or its representatives prior to award may be grounds for disqualification.
12. The conditions and terms of this bid will be considered when evaluating for award.
13. The City of Alvin, Texas, is exempt from all sales and excise taxes. Tax exemption certificates will be furnished.
14. Descriptive literature of merchandise is requested to accompany a submitted Sealed Bid.
15. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance with any specifications, instructions, and conditions of bidding shall be construed in the manner most favorable to the City.
16. Bids may be withdrawn at anytime prior to the official opening.
17. Bids may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Purchasing Director.

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1.00 Standard Terms and Conditions

The City of Alvin, Texas desires to enter into a contract with reliable firm(s) to furnish "TWO NEW 14yd DUMP BODY DUMP TRUCK" in accordance with the following specifications. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the City Council of the City of Alvin reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

1.1 General Instructions

Each part of the bid package is broken into sections, and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Alvin's interpretation shall govern.

A. Bids shall be submitted to the following address:

City of Alvin
216 W. Sealy
Alvin, TX 77511
Attn: Dixie Roberts

Sealed Bid – TWO new – 14yd Dump Body Dump Truck

B. Pre - Bid Conference: None

C. The Bidder must complete and return to the Purchasing Department, attached to this specification the "Bid Compliance Certification" form. NO BID WILL BE ACCEPTED WITHOUT A SIGNED CERTIFICATION.

D. **TWO** complete duplicates of vendor's bid will be submitted to the City in bid package with current business card.

E. Proof of Insurance should be attached as a part of the bid.

F. **Five** commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference must include: customer who supervises contract, their position, address, phone number, scope of work vendor provides to customer, and length of time vendor has serviced customer.

G. To obtain results, copies of the bid sheets, specifications, bidding documents or if you have other questions, please contact:

City of Alvin, City Clerk
Dixie Roberts
(281) 388-4255

1.2 Funding

Funds for payment have been provided through the City of Alvin budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Alvin fiscal year shall be subject to budget approval by the City Council.

1.3 Late Bids

Bids received in the City Clerk Office after the submission deadline will be considered void and unacceptable. The City of Alvin is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Alvin City Clerk shall be the official time of receipt.

1.4 Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.5 Error-Quantity

Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

1.6 Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

1.7 Sales Tax

The City of Alvin is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in bid.

1.8 Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

1.9 Bid Award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms, and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms, or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other entities; and
- C. Any other factors that could be material to the bidders ability to comply with the contract.

1.10 Split Award

The City of Alvin reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

1.11 Delivery

All delivery and freight charges (FOB City of Alvin designated location) are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City of Alvin assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the city of damage.

1.12 Delivery Promise - Penalties

Quotations must show the number of calendar days required to place the materials in the possession of the City. **Do not** quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the Public Services Department, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, of failure to meet specifications, authorizes the Public Services Department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

1.13 Contract

The bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by City of Alvin, shall constitute a contract equally binding between the successful bidder and the City of Alvin. No invoices will be paid prior to acceptance of contract by City of Alvin. No different or additional terms will become a part of this contract.

1.14 Rejection of Bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred twenty (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

1.15 Purchase Order

A purchase order shall be provided by the City of Alvin to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Alvin will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

1.16 References

The City of Alvin requests bidder to supply with this bid, a list of five (5) references where like products or services have been supplied by their firm. Include name of firm, address, telephone number and contact name on the contractor reference form.

1.17 Conflict of Interest

No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

1.18 Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Alvin. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

1.19 Insurance

INSURANCE NOT REQUIRED FOR THIS BID.

1.20 Contractor's Liability

The contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

1.21 Descriptions

Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Alvin to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality; and the burden of proof of such quality rests with them. The City of Alvin shall act as sole judge in determining quality and acceptability of products offered.

1.22 Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvin purchasing department. Addenda will be mailed to all who are known to have received a copy of the Bid. Bidders shall acknowledge receipt of all addenda.

1.23 Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

1.24 Documentation

Bidder shall provide with this bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of bid.

1.25 Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligation under this Contract.

1.26 Termination of Contract

The City of Alvin reserves the right to terminate the contract immediately in the event the successful bidder:

- Fails to meet delivery schedules;
- Defaults in the payment of any fees;
- Otherwise fails to perform in accordance with this contract;
- Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Alvin may have in law or equity. Bidder, in submitting this bid, agrees that City of Alvin shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

1.27 Notice

Any notice provided by this bid or required by law to be given to the successful bidder by City of Alvin shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Alvin, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

1.28 Patent/Copyrights

The successful bidder agrees to protect City of Alvin from claims involving infringements of patents and/or copyrights.

1.29 Packing Slips

Packing slips or other suitable shipping documents shall accompany each shipment and shall show:

- Vendor company name and address;
- Name and address of the City of Alvin department the shipment is being made to; City of Alvin purchase order number;
- Descriptive information as to the items delivered, including quantity and part numbers

1.30 Invoices

Invoices submitted for payment shall be addressed to City of Alvin, Accounts Payable and shall reference the City of Alvin approved purchase order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

1.31 Quality Control

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

1.32 Samples

When requested, samples shall be furnished to City of Alvin at no charge.

1.33 Law Governing and Venue

This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

1.34 Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Alvin.

1.35 Silence of Specification

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

1.36 Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

1.37 Drug and Alcohol Testing

The Contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the City's Substance Abuse Guidelines, the City reserves the right to inspect all contractor work areas, which include any personal items brought onto city premises including personal vehicles. Any violation of the provisions of the City Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site.

2.00 City Responsibilities

2.1 Contract Administrator

Under this contract, the City of Alvin has designated the **DIRECTOR OF PUBLIC SERVICES, BRIAN SMITH** as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Alvin City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the following city employee:

Brian Smith

Director of Public Services

(281) 388-4315

Note...please leave him a message and he will return your call

2.2 Payment to the Contractor

Billing

After the completion of service, the contractor shall render to the Accounting Department, his billing for work done. City issued Purchase Order number must be referenced on all billing statements.

3.00 Minimum Specifications:

TWO new 2016 or newer model 14yd Dump Body Dump Trucks. This unit shall be furnished complete with standard equipment and factory installed accessories as listed in the manufacturer's printed literature for the model specified herein. The following are minimum specifications and shall be provided whether shown as optional or standard equipment by the manufacturer. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. Bids falling below these minimum specifications must be identified as an alternate bid.

*An X indicates that items meets or exceeds specifications detailed at left. If an item does not meet minimum specifications, please note and provide exception explanation on attached SPECIFICATION COMPLIANCE CERTIFICATION FORM.

**Meets Minimum
Specifications (X)**

3.1 14yd Dump Body Dump Truck:

- | | |
|--|-------|
| A. Cummins Engine not less than 330 HP | _____ |
| B. Allison Transmission - Automatic | _____ |
| C. Air Conditioning | _____ |
| D. AM/FM Radio | _____ |
| E. 2 Man Passenger Seat | _____ |
| F. Driver Controlled Differential Lock | _____ |
| G. Air Cab Suspension | _____ |
| H. Adjustable Steering Column | _____ |
| I. 14yd Dump Body | _____ |
| J. 40,000lb rear axle | _____ |
| K. Air Dryer | _____ |

CONTRACTOR REFERENCES

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

CITY OF ALVIN SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of _____ offers the City of Alvin, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

Unit Manufacturer & Model No. _____

EXCEPTIONS TO SPECIFICATIONS (If Any)

Item No.	Explanation
<input type="text"/>	_____
<input type="text"/>	_____
<input type="text"/>	_____
<input type="text"/>	_____
<input type="text"/>	_____
<input type="text"/>	_____

The above item as detailed per specifications and any exceptions if offered (check one):

Without exceptions With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Alvin, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name: _____
 Authorized Signature: _____ Representative: _____
 Title: _____
 Date: _____

VEHICLE LICENSES

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Texas Vehicle Commission Code, Tex, Rev.Civ.Stat.Ann.Art4413(36) and 4413(36a) to be licensed by Motor Vehicle Division of the Texas Department of Transportation.

In order for a bid to be compliance with the Motor Vehicle Commission Code, the following entities must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacturer's License No. _____

2. Name _____ and Manufacturer's License No. _____

3. Name _____ and Manufacturer's License No. _____

4. Name _____ and Manufacturer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

Bidders are encouraged to submit the above information with their bid. If not submitted with the bid, bidders must submit the above information within 10 working days after receipt of a written request from the city or the bidder may not be considered for award.

Firm Name: _____

Signature: _____

Print Name: _____

Title: _____

PROPOSAL AFFIDAVIT.....see attached form from Texas Comptroller of Public Accounts
