

INVITATION TO BID



**CITY OF DECATUR
PURCHASING DIVISION - 1ST FLOOR
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
(217) 424-2762**

BID NUMBER:	#PUR2024-07
BID TITLE:	SERVICE TRUCKS
BID DATE AND TIME:	JULY 12, 2024 10:00 A.M.

NOTICE TO BIDDERS

The City of Decatur will receive sealed bids to furnish (2) service trucks.

Bids will be accepted until 10:00 a.m., Central Standard Time, on July 12, 2024, at the City of Decatur, Purchasing & Internal Services Division, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 at which time they will be publicly opened and read. Bids shall be submitted to the Purchasing Office on the first floor of the Civic Center.

All bids must be marked in the bottom left-hand corner with the following: "SEALED BID FOR SERVICE TRUCKS #PUR2024-07" Specifications and proposal forms may be obtained from the Purchasing Office on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

The Council of the City of Decatur, Illinois reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instruction for bidders. The Council further reserves the right to award the contract to the bidder which, in the opinion of Council, will best serve the public interest, and the criteria listed herein shall be subordinate to the discretion of Council with regard there to. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

Illinois Human Rights Act applies.

Questions regarding these specifications should be directed to Kelly Harrison (217) 424-2763.

City of Decatur

Kelly Harrison
Procurement Officer
June 28, 2024

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. **NO OTHER FORMS WILL BE ACCEPTED.** Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as email, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed or emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photo-copy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

CITY OF DECATUR PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR TWO SERVICE TRUCKS

Bidder shall complete every space in the Bidder's Proposal Column by placing an "X" to indicate that the item will be furnished exactly as specified or give a description on a separate page, marked "DEVIATIONS", to note any deviation from the bid specifications. Said page shall be attached and made a part of the bidder's proposal. Any items appearing in the manufacturer's published specifications for the model and year bid are assumed to be included in the Bidder's Proposal. Any additions, deletions or variations from these published specifications must be outlined and attached.

GENERAL

1. Two (2) standard production run, commercial grade, Service Trucks. Equipment is to be newest year model. 1. _____
Equipment is required to meet all applicable safety requirements.

CHASSIS SPECIFICATIONS

- 2a. 2024 Ford F-550 Crew Cab 4WD with Knapheide KUV service body. 2a. _____
- 2b. Engine: V8 6.7L/406 Diesel or Above 2b. _____
- 2c. Transmission: Automatic 2c. _____
- 2d. Platform Running Boards 2d. _____
- 2e. Z1 White Exterior 2e. _____

SERVICE BODY

- 3a. Knapheide XL 11' KUVCC High Vehicle Trim 3a. _____
- 3b. Body Length: 133.25" 3b. _____
Body Width: 94"
Body Height: 90"
Body Inside Height: 73"
Body Inside Width: 54"

3c. Galva Grip Bumper or Equivalent 3c. _____
- Width: 94"

3d. Compartment 3d. _____
- Width: 20"
- Type: Conduit
- Access Doors on Upper Roof Structure
- Quantity: 2
- Door Type: Barn, Solid Panels
- Door Location: Rear
- Door Height: 63.1"
- Door Width 49.5"

3e. Floor 3e. _____
- Treadplate Floor
- Material: Steel
- Gauge: 12

3f. Hydraulic Brakes 3f. _____

HITCH

4a. Receiver Hitch 4a. _____
- 2.5" Receiver Tube
- Class: V

LIGHTING

5a. LED Surface Mount S/T/T/ and B/U Light 5a. _____
- Location: Exterior

5b. Two (2) Dome Interior 5b. _____

5c. Arrow stick strobe on the back of KUV body and 4 corner lighting. 5c. _____

5d. Roof strobe light on cab. 5d. _____

LOCK SYSTEM

6a. Master Locking System 6a. _____

KEYS

7. Three (3) ignition keys shall be provided. Valet type keys are not acceptable. 7. _____

PRE-DELIVERY SERVICE

8. The dealer preparations shall be performed by the selling dealer according to the manufacturer's recommendations and requirements. 8. _____

The vehicle or vehicles shall be inspected by the City of Decatur's Fleet staff upon delivery. If any vehicle is found to not be properly prepared, it will be deemed unacceptable until such deficiencies have been corrected at the expense of the selling dealer.

MANUALS

9a. One (1) complete set of hard copy, (paper) factory service and diagnostic manuals including wiring diagrams, emissions and drivability will be furnished at the time of delivery. If the paper hard copy is not available a CD containing the requested information will suffice. 9a. _____

9b. One (1) owner's operation manual shall accompany each vehicle at the time of delivery. 9b. _____

LOGOS

10. There shall be no dealer logos applied to the vehicle. 10. _____

DELIVERY

11a. The successful bidder is to state the number of days to deliver the vehicle after the receipt of a purchase order, F.O.B. City of Decatur, 2600 N. Jasper, Decatur, Illinois 62526. 11a. _____

11b. Clean and weigh completed per unit prior to delivery. 11b. _____

11c. Shipping charge per unit. 11c. _____

WARRANTY

12a. A minimum of a 36-month/36,000 manufacturer's warranty shall be provided. State the length of the warranty. 12a. _____

12b. All warranty work shall be performed FOB Decatur, IL 12b. _____

12c. All warranty work shall be performed within 48 hours of the request for warranty work unless other arrangements are made with the City of Decatur Fleet Supervisor. 12c. _____

LICENSE PLATE AND TITLE

13. Successful bidder shall order Municipal, (M) license plates and process title with the State of Illinois and with the lien holder should lien be required. Dealer shall verify with City of Decatur, Illinois if a lien holder is required. 13. _____

BIDDER'S PROPOSAL

TO: Procurement Officer, City of Decatur

I, WE _____, propose to furnish (2) Service Trucks in accordance with noted specifications with deviations (if any) and to accept in compensation therefore the price indicated below.

ATTACHMENT

Attach completed "Bidder's Proposal" and manufacturer's brochures and warranties, etc.

We are bidding:

	MANUFACTURER

	MODEL/YEAR
\$	_____
	SHIPPING CHARGES
\$	_____
	GRAND TOTAL

REJECTION/AWARD

The City of Decatur reserves the exclusive right to reject any or all bids and to accept that bid, if any, deemed to be in the best interest of the City.

DEADLINE

Sealed bids are due on July 12, 2024, until 10:00 a.m. at the Purchasing Office, 1st floor, Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.

BID IDENTIFICATION

Mark outside of bid envelope "SEALED BID FOR SERVICE TRUCKS– BID #PUR2024-07".

BID SIGNATURE PAGE

If a Corporation

Corporate Name _____

By Registered Agent: _____
Signature (please sign in ink) Print Name

Business Address: _____
Street

City State Zip

Area Code Telephone Number

Name of Officers: _____
President Address

Vice President Address

Secretary Address

Treasurer Address

Sole Proprietor

Firm Name _____

Signature of Bidder: _____
Signature (please sign in ink) Print Name

Business Address: _____
Street

City State Zip

Area Code Telephone Number

If a Partnership

Firm Name _____

By: _____
Signature (please sign in ink) Print Name

Business Address: _____
Street

City State Zip

Area Code Telephone Number

Name of all Members of Firm _____
Name Address

_____ Name Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
) SS.
COUNTY OF _____)

_____, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of _____, the Bidder that has submitted the attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Decatur, Illinois, or any person interested in the proposed contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Title

Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public
Title

My Commission expires _____.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.