

ETOWAH COUNTY COMMISSION
800 Forrest Avenue, Gadsden, AL 35901

REQUEST FOR BID

ATTENTION ALL BIDDERS

YOU MUST MARK ON THE ENVELOPE:

**BID NO. FY 2014-2015-26
FILTERS - FUEL, AIR, OIL AND HYDRAULIC**

The Etowah County Commission is soliciting sealed bids for the above project. Bids will be received by the Etowah County Commission in Room 107 of the Courthouse, 800 Forrest Avenue, Gadsden, AL 35901 Attn: Debbie Parris until;

MONDAY, JULY 13, 2015 @ 10:00 A.M. CENTRAL TIME

Bids will be opened in the Commission Chambers on the First Floor of the Courthouse, 800 Forrest Avenue, Gadsden, AL 35901 at the above stated time and date. **Bids submitted prior to the bid opening, either in person or by mail, must be directed to the following location:**

**Purchasing Department
Room 107
Attn: Debbie Parris, Purchasing Agent
800 Forrest Avenue (Courthouse), Gadsden, AL 35901**

Prospective bidders are instructed to read the General Terms and Conditions, Special Terms and Conditions, and Bid Specifications very carefully. Bids must be made in compliance with the guidelines in the sections referred to above and sign each in full.

If you have any questions concerning terms and conditions, specifications, or any other aspects of the RFB or RFP, please contact the following:

Contact: Debbie Parris, Purchasing Agent
Phone: **(256) 549-5307**
Email: dparris@etowahcounty.org

No faxed or email responses will be accepted

ETOWAH COUNTY COMMISSION

(revised 02/17/2012)

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are standard and any contradicting requirements of the Special Terms and Conditions of Request for Bid supersede these General Terms and Conditions

- (1) **All bidders shall comply with Code of Alabama 31-13-9 if applicable.**
- (2) All bid openings and any scheduled pre-bid conferences will be held in the Commission Chambers located on the first floor, Courthouse, 800 Forrest Avenue, Gadsden, Alabama 35901 unless otherwise stated. A pre-bid conference may be requested to review and answer any pertinent questions concerning the bid and the specifications.
- (3) Each bid must be submitted in a separate sealed envelope and received by the Etowah County Commission in the Purchasing Department, Room 107, 800 Forrest Avenue, Gadsden, Alabama 35901. All bidders must use our bid form and show on the envelope the bid number, name of project (purpose), and opening date. Any bid received after the opening date and time will not be considered. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- (4) The Etowah County Commission encourages utilization of minority business enterprise in our procurement activities. The Etowah County Commission 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.
- (5) The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service that the Etowah County Commission 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.
- (6) The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer or specification named. It is to set forth to convey the general style, type, character, and quality of the article desired by the Etowah County Commission. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by the Purchasing Department. Vendor shall incur all cost involved in obtaining an independent analysis if the Etowah County Commission deems it necessary to determine the suitability of items as being approved equal.
- (7) It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal for; in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items, which do not meet the specifications may offer the same on an optional basis. Minor

exceptions from the specifications may be considered if they do not alter the performance for the intended purpose.

- (8) All bids shall be typewritten or printed in ink on the forms prepared by the Etowah County Commission. 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.
- (9) All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- (10) Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales and manufacturer's taxes. **The Etowah County Commission will assume no transportation or handling charges other than specified in this bid.** The Etowah County Commission is exempted from sales and use tax by 40-23-4-(11) and 40-23-62 (13), Alabama Code (1975).
- (11) Prices quoted to the Etowah County Commission shall remain firm for a minimum of 90 days from the date of opening of the bid, unless so stated differently in the bid.
- (12) The delivery schedule must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.
- (13) The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.
- (14) The Etowah County Commission reserves the right to request a demonstration of any and all items bid before making the award.
- (15) The Etowah County Commission reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest of Etowah County Commission.
- (16) All bids will be awarded to the **lowest responsive and responsible bidder**. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When bids are equal, local vendor shall be favored.
- (17) Unless Special Terms and Conditions of the bid specify otherwise, the Etowah County Commission reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of Etowah County Commission.
- (18) The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold Etowah County Commission harmless from any and all causes of action or claims of damage arising out of or related to bidder's performance under this contract.
- (19) All items bid will be inspected by a representative of Etowah County Commission

upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assume compliance.

- (20) 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 Etowah County Commission.
 - (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.
 - (e.) Unauthorized alteration of the bid form.
 - (f.) Failure to comply with Alabama law in regards to contracts.
- (21) Etowah County Commission assumes no legal liability to purchase items or services under any contract unless funds are appropriated for that particular fiscal year.
- (22) Etowah County Commission reserves the right to terminate, without cause, any award made as a result of this bid solicitation by providing a thirty (30) day letter of cancellation notification to the successful bidder. Failure on the part of the successful bidder to comply with all terms and conditions of this bid shall give cause for Etowah County Commission to terminate the award immediately, and to relieve Etowah County Commission of any and all legal obligations associated with the award. In the event the bidder cannot comply with the terms and conditions of a bid on a particular item or transaction, Etowah County Commission reserves the right to obtain the particular item from other vendors.
- (23) Etowah County Commission is to be protected against any **increase above the price in the bid**. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Special Terms and Conditions.
- (24) In accordance with the Alabama Competitive Bid Law, as amended, Etowah County Commission may enter into multi-year leases, purchase, and lease purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:
- (a.) Contracts shall terminate without further obligation on the part of Etowah County Commission at the end of the first year, or if the Etowah County Commission elects to renew such contract, shall terminate at the end of each subsequent year.
 - (b.) Contracts may provide for automatic renewal unless positive action is taken by the Etowah County Commission to terminate such contract, and the nature of such action shall be determined by the Etowah County Commission and specified in the contract.
- (25) The Etowah County Commission will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Etowah County Commission, office of the Purchasing Agent, by the deadline state in the bid request.
- (26) Proof of all State, County and local business license must accompany bid.

AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____ who, after having been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by _____

_____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone number _____

Fax number _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ DAY OF _____, 20 _____.

Notary Public in and for _____ County _____ State

Evaluation of Bids

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS.

Firm

Street Address

Signed By

Mailing Address

Title

City

Area Code & Telephone

Delivery Time from Date of Order

Federal Tax I.D. #

Technical Specification Sheets Attached
Bid Bond Attached

____ Yes ____ No
____ Yes ____ No

PA4177				AF3904		
PA4185				AF2780		
PA4318				LAF8837		
PA4323				AF2883		
PA4338				AF3955		
PA4484				AF1696		
PA5665				LAF8476		
RS2863				LAF1878		
RS3506				LAF4503		
RS3507				LAF4504		
RS3508				LAF4273		
RS3509				LAF4274		
RS3517				LAF4498		
RS3542				LAF8148		
RS3543				LAF9332		
RS3544				LAF4544		
RS3734				LAF8149		
RS3885				LAF5932		
RS3936				LAF8691		
RS3992				LAF2342		
RS3993				LAF2343		
RS4161				AF2014		
RS4634				LAF5114MXM		
RS4636				LAF9099		
RS4673				N/A		
N/A				LAF3236		
N/A				LAF3237		
CABIN FILTER				CABIN FILTER		
PA4174				CA1805C		
PA4985				CAF24005		
FUEL FILTERS				FUEL FILTERS		

BF584				LFF5823B		
BF587-D				FP587F		
BF588				FP603		
BF592				LFF937		
BF593				LFP928F		
BF788				LFF3521		
BF790				LFF3518		
BF825				L296F		
BF833				G115		
BF853				G481		
BF884				LFF3501		
BF888				LFP925F		
BF915				FF2D		
BF954				FP588F		
BF955				LFF2		
BF962				FP230F		
BF970				LFP440F		
BF979				FP251F		
BF988				FP586F		
BF1166				C6367		
BF1173				L3523F		
BF1226				LFF8062		
BF1275				LFF9594		
BF1283				LFF8707		
BF1386-O				LFF3358		
BF1399-SP				LFF6771SC		
BF5800				LFP815FN		
BF5813				LFF902		
BF7225				N/A		
BF7587				LFF2749		
BF7629				LFF3349		
BF7632				LFF4783		
BF7633				LFF3347		
BF7656				LFF4470		
BF7657				LFF4471		

BF7668				G6593		
BF7674-D				L3102F		
BF7677-D				L8680F		
BF7681-D				L3101F		
BF7746-D				L3103F		
BF7753				LFF5804		
BF7759				N/A		
BF7768				G1114		
BF7802				G1010		
BF7814				LFF8059		
BF7925				LFF6925		
BF7954-D				L3444F		
BF7990				LFF5088		
PF827				G6		
PF916				L274F		
PF935				L3531F		
PF7678				L4595F		
PF7698				L4596F		
PF7777				L1261F		
PF7779				L9684F		
PF7812 KIT				L4604F		
PF7852 KIT				L4606F		
PF7978				L5086F		
N/A				G6586		
HYDRAULIC FILTER				HYDRAULIC FILTER		
BT287-10				LFH4955		
BT8357				LFH8243		
BT8382				LFH8726		
BT8417				LFH8876		
BT8460				LFH8737		
BT8840-MPG				LFH4959		
BT8851-MPG				LFH4990		
BT8856-MPG				LFH4431		

BT8874MPG					LFH5659		
BT8878-MPG					LFH8705		
BT8880-MPG					LFH8880G		
BT8904-MPG					LFH7221		
PT83					LH5461		
PT707-HD10					LFH4204		
PT9351-MPG					LH9351		
PT9416-MPG					LH4589G		
OIL FILTER					OIL FILTER		
B2					PH8A		
B31					PH44		
B34					PH253		
B35-S					PH51A		
B43-S					PH47		
B76					LFP3191		
B99					LFP4005		
B157					LFP781		
B167					LFP54		
B205					LFP734		
B236					LFP2222		
B243					PH400		
B329					PH820		
B1402					PH2867		
B1428					PH1218		
B1432					PH59		
B7030					LFP2285		
B7039					LFP2286		
B7177					LFP3970		
B7225					LFP3236		
B7443					PH48		
B7444					PH500		
B7685					LFP8642		
BC7242					LP3985		

BD103-SS				LFP3000XL		
BD7250				LFP9025		
BT216				PH4403		
BT223				PH2835		
BT230				LFP5570		
BT237				LFP2292		
BT261				PH675		
BT339				LFP780		
BT427				LFP3900		
BT839				LFP1652		
P7235				LP2017		
PF1233				PH2835		
N/A				P1009		
COOLANT FILTERS				COOLANT FILTERS		
BW5071				LFW4071		
BW5073				LFW4073		
BW5141				LFW5141		
BW5178				LFW4860		
TRANSMISSION FILTER				TRANSMISSION FILTER		
6020				T533		
18022				T217		
18029				T646		
18104				T711		
20021				N/A		
BT8460				LFH8737		
H9073				LH4594		
H9112				LH4254		
P7247				LH4589G		
PT9416-MPG				N/A		

CATREPILLAR - 140M3							
3261643	FUEL/WATER SEPERATOR						
3089679	SECONDARY FUEL FILTER						
1R1808	ENGINE OIL FILTER						
3891076	TRANSMISSION FILTER						
9G5127	TRANS/DIFF BREATER						
4H6112	BREATER (TANDEM DRIVE)						
3891076	HYD (IMPLEMENT CONTROL)						
3383540	HYD RETURN FILTER						
CATERPILLAR - D6K2LGP							
3466693	AIR (PRIMARY) FILTER						
3608959	FUEL (PRIMARY) FILTER						
3848512	FUEL IN-LINE						
3608960	FUEL (SECONDARY) FILTER						
3507735	FUEL TANK CAP FILTER						
3481862	HYD FILTER						
CATERPILLAR - D6TXL							
1R0749	FUEL FILTER (SECONDARY)						
3261643	FUEL/WATER SEPERATOR						
1R1808	ENGINE OIL FILTER						
9G5127	TRANSMISSION BREATHER						
3372570	TRANSMISSION FILTER						
1560214	HYD FILTER						
1R0777	HYD FILTER						
1046931	HYD FILTER						
3321871	HYD FILTER						
1261813	HYD FILTER						
CATERPILLAR - M320F							

4219625	FUEL FILTER PUMP STRAINER					
3608960	FUEL FILTER					
3608959	FUEL/WATER SEPERATOR					
2698325	ENGINE OIL					
4420106	HYD FILTER					
4420103	HYD FILTER					
4326055	HYD FILTER					
4420109	HYD FILTER					
CATERPILLAR - 329FL						
3608960	FUEL FILTER (SECONDARY)					
3608959	FUEL/WATER SEPERATOR					
3391048	FUMES DISPOSAL FILTER					
3223155	ENGINE OIL					
1799806	HYD FILTER					
2019299	HYD FILTER					
0937521	HYD FILTER					
518670	HYD FILTER					
CATERPILLAR - 938K						
3608960	FUEL/WATER SEPERATOR					
3608959	FUEL/WATER SEPERATOR					
3698325	ENGINE OIL					
1446691	TRANSMISSION FILTER					
2582829	BREATHER (HYD OIL TANK)					
3481861	HYD FILTER					
CATERPILLAR - 430F						
3636572	FUEL/WATER SEPERATOR					
7W2326	ENGINE OIL FILTER					
3608960	FUEL FILTER (PRIMARY)					
3621163	HYD FILTER					

1194740	ENGINE OIL FILTER					
3466687	AIR FILTER (PRIMARY)					
3466688	AIR FILTER (SECONDARY)					
2112660	CABIN FILTER					
CATERPILLAR - 314E						
3607817	FUME FILTER					
3611233	FUEL FILTER (PRIMARY)					
3744381	FUEL FILTER					
3514118	ENGINE OIL FILTER					
3223154	ENGINE OIL FILTER					
3223155	ENGINE OIL FILTER					
3391048	FUME FILTER					
3611777	FILM FILTER					
3575142	AIR FILTER (PRIMARY)					
3575143	AIR FILTER (SECONDARY)					
3701052	FILTER					
3709133	PARTICULATE FILTER					
3608960	FUEL FILTER					
4500566	FUEL/WATER SEPERATOR					
3605510	FUEL/WATER SEPERATOR					
1588987	HYD FILTER					
2898197	HYD FILTER					
518670	HYD FILTER					
1799806	HYD FILTER					
1884142	HYD FILTER					
0937521	HYD FILTER					
3880229	HYD FILTER					
1884145	HYD FILTER					
3729328	CABIN FILTER					
3276618	CABIN FILTER					
3729382	CABIN FILTER					

JOHN DEERE - 7130							
AL150288	AIR FILTER						
AL172780	AIR FILTER						
AL172781	AIR FILTER						
RE504836	OIL FILTER						
RE529643	FILTER ELEMENT						
RE529644	FILTER ELEMENT						
AL156625	OIL FILTER						
AL169573	OIL FILTER						
AL177184	AIR FILTER						
L155288	FILTER						
RE522878	FILTER ELEMENT						
RE526557	FUEL FILTER						
AL158986	FILTER						
L156225	CARBON AIR FILTER						
L209778	CARBON AIR FILTER						
JOHN DEERE - 2520							
M131802	FILTER ELEMENT						
M131803	FILTER ELEMENT						
M806419	OIL FILTER						
MIU800645	FUEL FILTER						
M811032	FILTER ELEMENT						