

BID NO. FY 2015-2016-11

FILTERS - FUEL, AIR, OIL AND HYDRAULIC

MANDATORY PRE-BID MEETING

WEDNESDAY, SEPTEMBER 21, 2016 @ 10:00 A.M. CENTRAL TIME

**BIDDER MUST ATTEND MEETING
IN ORDER FOR BID TO BE CONSIDERED**

ETOWAH COUNTY COMMISSION
800 Forrest Avenue, Gadsden, AL 35901

REQUEST FOR BID

ATTENTION ALL BIDDERS

YOU MUST MARK ON THE ENVELOPE:

**BID NO. FY 2015-2016-11
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;

THURSDAY, SEPTEMBER 22, 2016 @ 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.

BID NO. FY 2015-2016-11			
FUEL FILTERS - FUEL, AIR, OIL AND HYDRAULIC			
OPEN DATE: WEDNESDAY, SEPT 28, 2016 @ 10:00 A.M. CENTRAL TIME			
<u>AIR FILTERS</u>	<u>PRICE PER FILTER</u>	<u>AIR FILTERS</u>	<u>PRICE PER FILTER</u>
<i>BALDWIN</i>		<i>LUBER FINER</i>	
CA4702		LAF5453	
CA4999		LAF1646	
PA1704		LAF292	
PA2073		AF644	
PA2106		AF773	
PA2152		AF3955	
PA2163		AF7877	
PA2233		LAF1617	
PA2418-FN		LAF1544	
PA2419		LAF9410	
PA2432		LAF323	
PA2465		LAF6860	
PA2521		LAF9545	
PA2596		LAF558	
PA3491		LAF8083	
PA3492		LAF8082	
PA3501		LAF3585	
PA3763		AF7878	
PA4075		AF1615	
PA4113		AF1518	
PA4147		AF1695	
PA4148		LAF9096	
PA4151		AF3590	
PA4167		LAF1754	
PA4171		LAF1869	
PA4174		CA1805C	

<u>AIR FILTERS</u>	<u>PRICE PER FILTER</u>	<u>AIR FILTERS</u>	<u>PRICE PER FILTER</u>
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	<u>PRICE PER FILTER</u>	FUEL FILTERS	<u>PRICE PER FILTER</u>
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	

	<u>PRICE PER FILTER</u>		<u>PRICE PER FILTER</u>
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	

	<u>PRICE PER FILTER</u>		<u>PRICE PER FILTER</u>
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	

	<u>PRICE PER FILTER</u>		<u>PRICE PER FILTER</u>
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	

	<u>PRICE PER FILTER</u>		<u>PRICE PER FILTER</u>
H9073		LH4594	
H9112		LH4254	
P7247		LH4589G	
PT9416-MPG		N/A	
CATREPILLAR - 140M3			
3261643			
3089679			
1R1808			
3891076			
9G5127			
4H6112			
3891076			
3383540			
3283655			
1491912			
2208800			
CATERPILLAR - D6K2LGP			
3466693			
3608959			
3848512			
3608960			
3507735			
3481862			
2098217			
2667765			
CATERPILLAR - D6TXL			
1R0749			
3261643			
1R1808			
9G5127			

	<u>PRICE PER FILTER</u>		<u>PRICE PER FILTER</u>
3372570			
1560214			
1R0777			
1046931			
3321871			
1261813			
1127448			
CATERPILLAR - M320F			
4219625			
3608960			
3608959			
2698325			
4420106			
4420103			
4326055			
4420109			
2457823			
CATERPILLAR - 329FL			
3608960			
3608959			
3391048			
3223155			
1799806			
2019299			
0937521			
518670			
3639402			
CATERPILLAR - 938K			
3608960			
3608959			
3698325			

	<u>PRICE PER FILTER</u>		<u>PRICE PER FILTER</u>
1446691			
2582829			
3481861			
2229020			
2229021			
CATERPILLAR - 430F			
3636572			
7W2326			
3608960			
3621163			
1194740			
3466687			
3466688			
2112660			
CATERPILLAR - 314E			
3607817			
3611233			
3744381			
3514118			
3223154			
3223155			
3391048			
3611777			
3575142			
3575143			
3701052			
3709133			
3608960			
4500566			
3605510			

	<u>PRICE PER FILTER</u>		<u>PRICE PER FILTER</u>
1588987			
2898197			
518670			
1799806			
1884142			
0937521			
3880229			
1884145			
3729328			
3276618			
3729382			
JOHN DEERE - 7130			
AL150288			
AL172780			
AL172781			
RE504836			
RE529643			
RE529644			
AL156625			
AL169573			
AL177184			
L155288			
RE522878			
RE526557			
AL158986			
L156225			
L209778			

	<u>PRICE PER FILTER</u>		<u>PRICE PER FILTER</u>
JOHN DEERE - 2520			
M131802			
M131803			
M806419			
MIU800645			
M811032			
Name and Address of Bidder:			

Telephone number _____			
Fax number _____			
		Signature	
		Name: _____	
		Title: _____	
SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ DAY OF			
_____, 20 _____.			

			State

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