

NOTICE TO BIDDERS

Notice is hereby given that the City of Butler, Indiana, will receive sealed bids at City Hall, 215 S. Broadway, Butler, Indiana, until the hour of 3:00 p.m. Local Time, on October 15, 2019, for the following:

2018 Xtreme Vac XV550SM25 Truck Mounted Leaf Vacuum – JD Diesel Powered

Specifications are available for download by visiting the City of Butler's web page at www.butler.in.us.

There is no charge for the specifications. The specifications are also available for review only during regular working hours at City Hall, 215 S. Broadway, Butler, Indiana 46721.

Bids received after 3:00 p.m., Local Time, on October 15, 2019, will be returned unopened.

Bids must be on the City of Butler Bid/Proposal form provided, which includes a Non-Debarment Affidavit, Non-Discrimination Commitment form, and a Non-Collusion Affidavit Form.

The Board reserves the right to reject any or all bids or to accept a full or partial award of the bid or bids which, in its judgment, will be to the best interests of the City of Butler. If the Board elects to award the base bid plus an alternate(s), the Board will look at the totality of the cost when determining the lowest, most responsible bid.

The Board may reject any bid that does not conform to these requirements as non-responsive.

CITY OF BUTLER
BOARD OF PUBLIC WORKS AND SAFETY

Publish two times:
September 17, 2019
September 24, 2019

CITY OF BUTLER, INDIANA
SELLER'S BID FOR SALE OR LEASE OF MATERIALS
AND NON-COLLUSION AND NON DEBARMENT AFFIDAVIT AND
NON-DISCRIMINATION COMMITMENT FOR SELLERS

BID NAME 2018 Xtreme Vac XV550SM25 Truck Mounted Leaf Vacuum – JD Diesel Powered
FOR BIDS DUE October 15, 2019, 3:00 p.m.

Date: _____ Bidder (Firm): _____
Address: _____
City/State/Zip: _____ Telephone Number: (____) _____
Agent of Bidder (if Applicable): _____

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT
ELIGIBILITY VERIFICATION, NON-DISCRIMINATION COMMITMENT AND
CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS OR FOUNDRY
PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF _____)
) SS:
_____ COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

- Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
- Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and

3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.

- a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
- b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran;
or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Butler, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Butler through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion,

color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of Butler, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

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

My Commission Expires _____

Notary Public

County of Residence _____

SPECIFICATIONS CITY OF BUTLER

BID NAME	2018 Xtreme Vac XV550SM25 Truck Mounted Leaf Vacuum – JD Diesel Powered
FOR BIDS DUE	October 15, 2019; 3:00 p.m.

Pursuant to notices given, the undersigned offers bid(s) to the City of Butler in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price.

2018 Xtreme Vac XV550SM25 Truck Mounted Leaf Vacuum – JD Diesel Powered

It is the intent of these specifications to describe a vehicle or piece of equipment for the City of Butler. The unit shall be bid as a fully equipped complete unit as set out in the attached specifications. No partial or split bids will be accepted. Unit to be bid with and without trade-in if applicable. Vendor to complete bid proposal contained in this bid specification and attach to the submitted bid.

These are minimum specifications. Any variation from the specifications must be spelled out on a separate deviation list in order for the bid to be valid. **Any items not listed on the deviation sheet will be assumed to be part of the unit.**

Proprietary products or specific manufacturers may be referenced herein. Such references are only made to demonstrate minimum scope, quality, and style of the equipment desired. Equipment that is bid pursuant to these specifications shall be of equal quality and size, or greater, to those referenced, and are subject to approval by the City of Butler Board of Public Works and Safety.

Vendor shall provide all information requested in specifications to qualify for bid. If information on brochure submitted does not completely cover specifications requested, it shall be typed and attached to brochure.

If an alternate is included within these specifications, please be advised that, alternate items placed in the specifications are to determine the best configuration of the item within a budgeted amount and may be included in the award criteria. If the Board elects to award one or more (s), the base bid price and the alternate bid price(s) will be totaled and compared for all bidders offering the final configuration. Award will be made based on the lowest responsible/responsive bid prices submitted for the base bid with selected (s), if applicable. Failure to submit a bid on an alternate may result in the entire bid being non-responsive, depending on the final configuration of the product.

Payment will be processed once the unit is inspected and accepted as to meeting the specifications by the Board. This will include all manuals and warranty documentation.

Bidder must state as accurately as possible an intended delivery date from the date of the bid award. Due to the age of the City's existing fleet, it is imperative that the unit's be delivered as quickly as possible. **Stated delivery lead time may be included as an integral part of our bid selection process.** The unit and all related paperwork is to be delivered to:

Board of Public Works and Safety
215 S. Broadway
Butler, Indiana 46721

All Certificates of Origin/Title Work shall list the owner as:

The City of Butler
215 S. Broadway
Butler, Indiana 46721

The Board will award the bid to the lowest responsible and responsive bidder. If the bid is not awarded to the lowest bidder, the factors used to justify the awards will be stated in writing at the request of any bidder.

The Board reserves the right to reject any and/or all bids or portions thereof and to waive any irregularities or informalities.

Description

Xtreme Vac Model XV550SM25

- John Deere Power Tech EWX 2.9L 3 cylinder diesel rated for 74 HP Final Tier 4
- Hopper – 25 cubic yards with single top hinged rear door
- 28” diameter suction impeller with six 3/8” thick T-1 steel blades
- 3-groove power band belt drive for suction impeller
- 16” diameter x 120” urethane suction hose with steel nozzle
- 3-Axis (3X) automated hose boom (in/out, up/down & left/right) with cab controls
- Hydraulic rear door latches for single top hinged door
- Light bar on hopper nose cone with 4 front facing amber flashing LED lights
- PTO safety engagement system
- Remote electric throttle
- Remote electric clutch engagement
- 13” clutch assembly with a 2.25” diameter PTO shaft
- 30-gallon polyethylene fuel tank
- Electronic engine controls with engine safety shut down system
- Boxed perforated pleated radiator screen in lieu of standard
- F/S CAMSET56-NTSC-2 rear color camera with 5.6” screen with audio – installed
- Underbody type hoist that dumps to 52 degrees and is power up/down
- LED type DOT lights and 2 oval LED amber flasher lights at rear
- All components pre-painted prior to assembly – hopper standard white color

- Engine compartment & vacuum blower housing painted battleship grey
- Poly fenders mounted on rear wheels
- Mounted on approved new chassis

OPTIONS

- Special hopper paint in lieu of standard white
- Chipper door and trailer hitch with wiring (no brake controller)
- 11 gauge perforated top screens with 3/16" holes in lieu of standard
- BE (Bottom Exhaust for 25 cubic yard units)

*****The specifications herein are for reference only. A bidder may meet the specifications by providing an approved substitute of equal or better quality. It shall be the City of Butler's sole discretion as to whether the bidder meets the specifications. Any additional comments must be provided by the bidder to the City with its bid submission. Any items not listed on an exception sheet will be assumed to be part of the unit. *****

**BID/PROPOSAL
CITY OF BUTLER**

BID NAME 2018 Xtreme Vac XV550SM25 Truck Mounted Leaf Vacuum – JD Diesel
FOR BIDS DUE Powered
 October 15, 2019; 3:00 p.m.

Description	Year/Make/Model	Unit Price
		\$

Estimated number of days for delivery from award date.	
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Bidder (Firm): _____

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

By _____
(Signature)

(Printed Name)

(Title)

BOARD OF PUBLIC WORKS AND SAFETY

Eric Johnson, President

Tammy Davis, Member

Attest: Angela Eck, Clerk-Treasurer

CITY OF BUTLER INSTRUCTIONS TO BIDDERS

1. BID FORMS AND EXECUTION
 - A. Bidders are expected to examine the Drawings, Specifications, Proposal and all Instructions. Failure to do so will be at the Bidder's risk.
 - B. Each Bidder shall furnish all information required by the Notice, Instructions to Bidders and Specifications. Bids must be made on the form provided. The Bidder shall sign the Proposal and Non-Collusion Affidavit, which is a part of the provided form, where indicated, provide a notary signature and provide all other information required.
 - C. The Bidder shall sign the Proposal in the following manner: If the Proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership or joint venture, the name and post office address of each member of the partnership or joint venture must be shown. If made by a corporation, the Proposal must be signed by an officer of the corporation or by a representative duly authorized by the corporation to execute the Proposal in its behalf.
2. SEALED BIDS ONLY
 - A. Bids, Proposals, Guaranty, and other required documents must be submitted in a sealed envelope marked on the outside with the general classification of material bids, i.e. "Bid for Computer Equipment," "Bid for Front End Loader," or "Bid for Office Supplies."
 - B. When samples are required, such samples shall be delivered or shipped at the bidder's expense to the address specified in the Invitation to Bid. Samples must be shipped separately from bid documents and labeled clearly with the Bidder's name, address and the commodity or equipment classifications and documents, the item (and item number, if any), and Material Safety Data Sheets (if applicable). All samples must be representative of the commodities or equipment which will be supplied by the successful Bidder. All samples will become the property of the City of South Bend and none will be returned, unless otherwise stated in the Specifications.
 - C. In the event of an inconsistency between provisions of the contract documents, the inconsistency shall be resolved by giving precedence in the following order:
3. ORDER OF PRECEDENCE
 - A. Bid Form attached Proposal
 - B. Amendments to Specifications
 - C. Specifications
 - D. Special Provision
 - E. Instructions to Bidders
 - F. Notice to Bidders
4. DELIVERY OF BIDS
 - A. Bids must be delivered to the City of Butler, 215 S. Broadway, Butler, Indiana 46721, (260) 868-5200, by the time specified (local time) in the Notice to Bidders. If not delivered personally, the sealed envelope containing the Bid must be mailed to the following address:

City of Butler
Clerk-Treasurer
215 S Broadway
Butler, Indiana 46721
 - B. The Post Office Department will be considered agent of the Bidder in delivering the bid. The City will not be responsible for deliveries. **Any Bids received after the time specified will be returned unopened.**

- C. Bids will be opened and read publicly at the time and place designated in the Notice to Bidders. Bidders, their authorized agents, and the public are invited to be present.
 - D. Bidders may bid on one (1) or more item, provided however, that the bid submitted for each is delivered in a **separate, sealed envelope**, with the **envelope clearly labeled** on the outside as to the specific item for which the bid is being submitted.
 - E. **The Board may reject any bid that does not conform to these requirements as non-responsive.**
5. ADDENDA – NO VERBAL INTERPRETATIONS
- A. No inquiries by Bidders relative to interpretation of Plans, Specifications, Special Provisions, or other Bidding Documents will be answered verbally. If any prospective Bidder is unable or unwilling to comply with one or more requirements of the bidding document, such Bidder should so inform the Board of Public Works and Safety in writing. Upon receipt of such information, consideration will be given to the advisability of issuing an Addendum which would thereupon become applicable to all Bidders. Any such inquiry must be submitted at least seven (7) days prior to the bid opening date in order to give the Board sufficient time to consider any necessary Addendum. All answers to such inquiries, in the form of Addenda, will be furnished to all prospective Bidders who have registered with the City. All Bidders are required to acknowledge receipt of any Addenda by inserting the Addendum number and the issuing date on executed Proposals.
6. REJECTION OF PROPOSALS CONTAINING ALTERATION, ERASURES, INCOMPLETE BIDS AND ETC.
- A. Proposals shall be rejected if they show any alteration of form, additions not called for, conditional or alternate bids (except when and insofar as are invited), incomplete bids, erasures or irregularities of any kinds.
 - B. All blank spaces for bid prices must be filled in, in ink, with the unit price and total price for each item (This does not apply to divisible bids). In case of incorrect totaling of amounts and where the unit price and the extension thereof do not agree, the unit price for each item shall govern, and the City is authorized to correct all erroneous extension and totals for the purpose of comparing bids.
7. TRADE DISCOUNTS
- A. Trade discounts shall not be shown separately, but shall be incorporated in the Bidder's unit price, unless otherwise specified.
8. VEHICLE BIDS
- A. Bidders may bid on one (1) or more vehicles, provided however, that the bid submitted for each vehicle is delivered in a separate, sealed envelope, by vehicle, with the envelope clearly labeled on Bidders may bid on one (1) or more vehicles, provided however, that the bid submitted for each vehicle is delivered in a separate, sealed envelope, by vehicle, with the envelope clearly labeled on the outside as to the specific vehicle for which the bid is being submitted.
 - B. The Board may reject any bid that does not conform to these requirements as non-responsive.
9. TAX EXEMPTIONS
- A. The City of Butler is exempt from the payment of federal excise and transportation taxes levied under the provision of the Internal Revenue Code. It is also exempt from the Indiana State Gross Retail Tax (sales tax). The City will furnish the successful Bidder with any certificate of exemption required.
10. WITHDRAWAL OF BIDS
- A. Withdrawal of bids will be allowed only in those cases in which a written request to withdraw a bid is received by the Board of Public Works and Safety prior to the date and hour for receiving and opening bids. In such cases, the same will be returned to Bidder unopened.

11. ESCALATOR OR CONTINGENT CLAUSES
 - A. The use of escalator clauses or other contingent clauses by the Bidder is prohibited, unless requested or permitted by the Invitation to Bid. No Proposal shall contain nor be accompanied by any writing purporting to limit or qualify the City's right to accept such Proposal or purporting to alter such Proposal or any Contract which may be executed pursuant thereto.
12. PRICES MUST BE DELIVERED PRICES
 - A. The bid price shall be a delivered price. All materials shall be shipped F.O.B. destination as specified in the Invitation to Bid. No fuel surcharges accepted.
13. AWARD – WAIVER OF TECHNICALITIES
 - A. The Award of Bid, if any award be made, will be made within sixty (60) calendar days after the opening of Proposals to the lowest responsible and responsive Bidder who's Proposal complies with all the requirements prescribed, exclusive of technicalities waived. Until the final award of the Bid, however, the right is reserved by the City to reject any and all Proposals and to waive technical errors.
14. SPLITTING OF AWARDS/DIVISIBLE BIDS
 - A. Bids will be awarded on the basis of the total dollar amount for all items in the Proposal unless the bid is described by the City as a Divisible Bid. The City may award a Divisible Bid to the lowest responsible and responsive Bidder for each item or class of items as indicated in the bid documents.
15. BIDDER QUALIFICATION
 - A. The City may require any Bidder to submit evidence of qualifications, and may consider any evidence of the financial, technical, and other qualifications and abilities of the Bidder. The City will not award a Contract to a Bidder who, in its opinion, is not fully qualified on the basis of financial resources and responsibility, possession of adequate equipment, personnel, experience, and past record of performance to perform the obligations to be undertaken competently and without delay.
16. PURCHASE ORDERS
 - A. A Purchase Order will be issued to the successful Bidder after formal acceptance of the bid is made by the City.
17. NEW MANUFACTURE
 - A. Unless otherwise specified in the Invitation to Bid, the items offered shall all be new and the latest model of manufacture.
18. SOURCE OF SUPPLY
 - A. If the Bidder is not a manufacturer, the source of supply must be shown and all sub-contractors must be identified.
19. PACKAGING
 - A. All items shall be delivered strongly packed and marked according to accepted commercial practice unless otherwise directed in the Specifications. No charge shall be made for containers and the City shall have no obligation to return containers unless otherwise provided by the Specifications or Special Provisions. Any items not received in good condition will be rejected.
20. INSPECTION OF GOODS
 - A. The City of Butler reserves the right to inspect and have any goods tested after delivery for compliance with the specifications. Notice of latent defects, which would make the item unfit for the purposes for which they are required, may be given at any time within one year after discovery of the defects.
 - B. All items rejected must be removed immediately by the Contractor at the expense of the Contractor. If the Contractor fails or refuses to remove the rejected items, they may be sold by the City of Butler.

- C. In some cases, at the discretion of the City, inspection of the commodities or equipment will be made at the factory, plant, or other establishment where they are produced before shipment.
 - D. The above provision shall not be construed in limitations of any rights the City may have under any laws including the Uniform Commercial Code.
21. ASSIGNMENTS
- A. No person to whom a Contract has been awarded may assign his interest in the Contract without the consent, in writing, of the City.
22. CANCELLATION
- A. The City of Butler reserves the right to cancel any Contract for failure or refusal of performance, fraud, deceit, misrepresentation, collusion, conspiracy, or any other misconduct on the part of the Contractor.
23. DEDUCTION OF DAMAGES
- A. If the City cancels the contract for any cause, it shall deduct from whatever is owed the Contractor on the Contract or any other Contract, any amount sufficient to compensate the City for any damages suffered by it because of the Contractor's wrongdoing.
24. METHOD OF INVOICING FOR PAYMENT
- A. Contractor shall bill the City of Butler
 1. On regular invoice form giving a complete and detailed description of the goods delivered, including purchase order number.
 2. If the Contractor allows a discount, the period of time in which the City must make payment to qualify for the discounts shall be computed from the date the City received the invoice (completely filled out), or the date the goods are delivered and accepted, whichever may be later, and shall not be less than twenty (20) days.
 3. If more than one shipment is made under the Contract and on the same purchase order, the City will make partial payments on a basis that is agreeable to both parties.
25. OWNERSHIP OF GOODS
- A. The goods which are the subject of the Contract shall remain property of the Contractor until delivered to and accepted by the City of Butler.
26. ESTIMATED QUANTITIES
- A. If the quantity set forth in the Notice to Bidders and Proposal is approximate and represents the estimated requirements of the City for a specified period of time, the unit price and the extended total price thereof shall be used only as a basis for the evaluation of bids. The actual quantities necessary may be more or less than the estimate, but the City shall neither be obligated nor limited to any specific amount. The City will, if at all possible, restrict increases to twenty percent (20%) of the estimated quantity and will, if at all possible, restrict decreases to twenty percent (20%) of the estimated quantity.
27. TERM "OR EQUAL"
- A. Where the term "OR EQUAL" is used in these Specifications, the Bidder deviating from specified item shall file with his/her bid a letter fully explaining and justifying his/her proposed article or equal. The City of Butler shall be the sole judge in determining if the "OR EQUAL" offered meets the Specifications.
28. INDEMNIFICATION CLAUSE
- A. The Contractor agrees to indemnify, defend, and hold harmless the City of Butler, its agents, officers, and employees from all costs, losses, claims and suits, including court costs, attorney fees, and other expenses, arising from or out of the negligent performance of this Contract by the Bidder or because or arising out of any defect in the goods, materials or equipment supplied by the Bidder.