



**CITY OF EVANSVILLE/ VANDERBURGH COUNTY
PURCHASING DEPARTMENT**

Civic Center Complex, Room 323
1 NW Martin Luther King Jr. Blvd.
EVANSVILLE IN 47708
(812) 436-4917



**INVITATION TO BID
IFB-APA-02-2022
VEHICLE & EQUIPMENT TIRES**

NOTICE TO SUBMITTERS

The City of Evansville ("CITY") and Vanderburgh County ("COUNTY") (hereinafter, collectively or alternately as applicable, "CITY/COUNTY") is now accepting sealed proposals for Vehicle & Equipment Tires. Sealed proposals will be publicly opened at 1:30 pm CST on Thursday, July 9, 2022, at City of Evansville Council Chambers located at 1 N.W. Martin Luther King Jr. Boulevard, Room 301, Evansville, IN 47708.

Sealed bids must be marked on the outside of the envelopes with the following:

(Vendor Name)
Vehicle and Equipment Tires
IFB-APA-02-2022
Opening: July 7, 2022

BID SUBMITTAL

1. ALL BIDS MUST BE RECEIVED ON OR BEFORE THE TIME AND DATE INDICATED IN THE NOTICE TO BIDDERS. The responsibility for submitting bids to the City/Board of Public Works is solely that of the Vendor. The City/Board of Public Works will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late bids will not be accepted or considered and will be returned unopened to the Vendor.
2. The Vendor shall submit their bid on the attached PROPOSAL FORMS, supplying all the required information. Failure to comply with this or any other paragraph of these instructions to Bidders shall be sufficient reason for invalidation of the bid.
3. Bids must also be submitted on the Bid Offer and Proposal Form which must be properly signed, dated and notarized to be accepted.
4. Vendors shall submit an original and one (1) copy of their bid and one (1) USB File.

5. Vendors are required to provide all requested information. Bid submittals should be submitted in a sealed envelope showing the Vendor's name, business address, bid title, date and time of opening on the front of the envelope. Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Bids may result in the rejection of your bid

6. Bid modifications are not allowed. Complete withdrawal or complete exchange of bid is acceptable, if done before scheduled opening.

7. All bids must be signed by an authorized official of the firm. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid, or any exceptions or irregularities of any kind.

8. Do not include taxes in bid figures. The City and County are exempt from sales tax. An exemption certificate will be provided upon request.

COST OF BID PREPARATION AND SUBMISSION:

Responder(s) shall be responsible for all costs incurred in order to prepare and submit their bid.

PUBLIC BID OPENING PROCEDURES

1. The purpose of a public opening is for a reading of bids received. Under normal circumstances, no award will be made or implied at this time, unless otherwise indicated.

2. Only the following information will be given:

a. Vendor name

b. Line item price from the Tabulation Page.

3. Bids or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc., can be entered into between any Owner personnel and any Vendor personnel during or after the bid opening until the evaluation of bids has been completed and a recommendation for award has been made.

4. A copy of the bid tabulation will be available to review in the City/County Purchasing Department, Room 323, Civic Center Complex 1 NW M. L. King Jr. Blvd between the hours of 8:00 a.m. and 5:00 p.m. upon completion of the recommended award.

5. Vendors who wish to review or request copies of bids may do so by contacting the Purchasing Department @ 812-436-4917 or at the above address and time. A fee may be charged for paper copies.

PROPOSAL FORM

IFB-APA-02-2022 VEHICLE & EQUIPMENT TIRES

EXCEPTIONS / DEVIATIONS to this Request for Bids shall be listed below – please be as specific as possible. All exceptions shall be stated no matter how seemingly minor. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write “No Exceptions” in the space below:

Manufacturer _____ Model _____

Supplier _____

Vendor has bid equipment manufactured in the United States _____ Yes _____ No

Location of facility where products are manufactured _____

Guaranteed delivery time of units following an order _____
(Business Days)

All bid prices are F.O. B., Vanderburgh County, Evansville, Indiana _____ Yes _____ No

Describe discounts, if any _____

Vendor will indemnify and hold harmless the City of Evansville - Vanderburgh County in accordance with the provisions contained herein? _____ Yes _____ No

CompanyName: _____

Authorized

Signature: _____

Date: _____

SIGNATURE PAGE

The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

The undersigned Vendor or agent, being duly sworn on oath, says that he 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 an agreement, understanding or combination with any other person in reference to such bidding. Vendor 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.

Submitting Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____

Authorized Signature: _____

Date: _____ E-Mail: _____

Phone: _____ Fax: _____

GENERAL INFORMATION

- FOB point in terms of loss or damage is destination
- Freight and/or delivery charges shall be included in the price of the materials
- Surcharges (i.e. fuel surcharges, restocking fees, etc.) shall NOT be allowed to be added to invoices as an additional line item
- Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

BID OFFER OR PROPOSAL

Use bid lists attached to this document for each item bid based on specifications published by governing. Following is an example of the bid format:

TIRE SIZE	SPEED RATING	DESCRIPTION	GROUP	EST ANNUAL USAGE (+/-)	QTY	DEALERS Product Code	Bid Price Per Unit	Tire Disposal Fee Per Unit	*Total
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Electronic version of this bid sheets can be found at the following:

<https://www.evansvillegov.org/egov/apps/document/center.egov?view=item&id=7930>

BID TABULATION FORM

IFB-APA-02-2022

VEHICLE & EQUIPMENT TIRES

In accordance with the attached instructions, conditions and specifications,

_____ (firm) submits the following

Bid/proposal.

FINAL TOTAL OF #1 POLICE PURSUIT TIRES

NUMERICAL: _____

WRITTEN TOTAL: _____

FINAL TOTAL OF # 2 HEAVY TIRES

NUMERICAL: _____

WRITTEN TOTAL: _____

FINAL TOTAL # 3 LIGHT TIRES

NUMERICAL: _____

WRITTEN TOTAL: _____

FINAL TOTAL #4 MISC/EQUIPMENT TIRES

NUMERICAL: _____

WRITTEN TOTAL: _____

Authorized Signature & Date: _____

Responder Checklist

- | | |
|--|-------|
| 1. Bid Tabulation Form | _____ |
| 2. Bid Proposal Form | _____ |
| 3. Bid Signature Form | _____ |
| 4. Indiana Legal Employment Declaration (E-Verify) | _____ |
| 5. Equal Employment Opportunity | _____ |
| 6. Non-Collusion Affidavit | _____ |
| 7. USB Drive with Bid Amount & Copy of Bid Worksheet | _____ |

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QUOTATIONS

1. All bids submitted should be to the desired specifications. Any exceptions to the specifications will be evaluated based on the best interest of the City. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
2. **PROCUREMENT STATEMENT OF NON-PREFERENCE:** It is the intent of the City to procure a product and/or service in the size, quality, and parameters of the following specifications. Sometimes, for facilitation of bidding procedures only, a certain manufacturer, product, or vendor will be utilized to help streamline this process. However, the Board invites and encourages all other qualified bidders to submit equivalent bids. The primary purpose is to ensure that no interested party is excluded or limited from the bidding process.
3. All prices shall be F.O.B. various locations in Evansville, Indiana and Vanderburgh County, Indiana.
4. The Bidder shall state any discounts to apply.
5. Firm bids are required unless specifically designated otherwise. Any bid which is subject to an open or unlimited escalator clause may be rejected.
7. Bids shall be awarded to the lowest responsive and responsible bidder taking into consideration cost, reliability, productivity, cost of maintenance, quality, performance, and time of delivery.
8. **To assist the bid tabulation, use the Excel spreadsheet titled attached or copy the URL below here copy to open: (you must download the file to enter).**
<https://www.evansvillegov.org/egov/apps/document/center.egov?view=item&id=7930>
Provide Portable/USB file with bid submission.

Note: Any questions or assistance concerning bid process needed, please contact Lora Bennett at lbennett@evansville.in.gov or 812 436 4917.

DELIVERY

1. The Bidder shall state in their proposal a firm delivery schedule for the materials from time of order.
2. The materials shall be mixed, serviced, adjusted, and demonstrated to the satisfaction of the City that the materials are in perfect operating consistency
3. All materials shall be provided in containers which are in accordance with current Federal DOT regulations. Each container shall be labeled in accordance with 20 CFR 1910.1200 and include trade name or trade mark, formulation or product identification, date of manufacturer, color, batch or lot number, component identification and mixing instructions.
4. The materials will be accepted only after the delivery requirements have been met. The seller shall assume full responsibility for the product/materials until accepted.

RIGHT OF REJECTION

The City reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award the purchase in the best interest of the City. Furthermore, the City reserves the right to hold the bid of the three (3) lowest bidders for a period of forty-five (45) calendar days.

MANUFACTURED DATA

Each Bidder shall submit the following data on the **VEHICLE AND EQUIPMENT TIRES**

- a. Manufacturer and Model and Supplier.
- b. Bidder must include the nearest factory-authorized parts and service facility.
- c. Subject to Indiana Code Sections 5-22-15-21 and 5-22-15-25, the VEHICLE AND EQUIPMENT TIRES, including products made of steel, shall be manufactured in the United States. Bidders are required to provide written notice of any items bid that are NOT manufactured in the United States.

The Board of Public Works and/or the Vanderburgh County Commissioners shall have final determination as to the specifications of the above. If the bidder proposes other than the items specified, the Bidder must include documentation that the proposed materials meet/or exceed that which is specified.

STATEMENT OF NON-PREFERENCE

It is the intent of the CITY/COUNTY to procure materials in the size, quality, and parameters of the following specifications. Sometimes, for facilitation of bidding/quoting procedures only, a certain manufacturer, product or vendor will be utilized to help streamline this process. However, the CITY/COUNTY invites and encourages all other qualified vendors to submit equivalent bids/bids. The primary purpose is to ensure that no interested party is excluded or limited from the bidding/quoting process.

TERM OF AGREEMENT & EXTENSION

The initial term of this agreement will be from date of award thru July 31, 2023. **Prices shall remain firm during this period.**

The contract(s) may be extended, beyond the initial expiration date set at the beginning of the contract period, for up to two (2) one (1) year extensions, as long as pricing remains the same and at the discretion of both parties. The notice, to extend the contract at the end of the initial contract period for an additional year, shall be given in writing at least thirty (30) days prior to the expiration date of the original contract. Likewise, the desire to extend the contract for additional yearly expirations, shall be given in writing thirty (30) days prior to the expiration of the most recent extension.

QUANTITIES

The City anticipates purchasing the quantities specified on the attached proposal form for the remainder of **2022**. Purchases for additional years may vary. These quantities are approximate and represent the estimated requirement. The City reserves the right to award to multiple vendors if found to be in the best interest of the City.

There is no obligation on the part of the City to purchase more or less than the quantity listed. The City reserves the right to purchase more or less than the quantity listed, depending upon actual requirements and budget restraints, at the unit costs as set forth in the Successful Bidder's bid/contract(s). The City may temporarily discontinue services, stop work or alter the scope of services required should the need arise during the life of this contract.

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Statement included herein is a condition of the Bid. The contract must be signed by the successful Vendor and the City/County; and the successful Vendor must comply with the equal employment opportunity condition in the execution of the contract.

HISTORICALLY UNDERUTILIZED BUSINESSES

The City/County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled business enterprises and non-profit work centers for the blind and severely disabled, in accordance with the policies and ordinances of the City and County. The City of Evansville/Vanderburgh County are committed to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all vendors to participate in procurement opportunities including the purchasing of products, services and public works contracts. (See City of Evansville Municipal Code 3.90.110-180 and Vanderburgh County Code 2.26.010-080)

LAWS

Vendors shall comply with all applicable Federal, State, County and City laws, ordinances and regulations applicable to the Bid and performance of the contract(s).

WARRANTY

The Vendor shall unconditionally guarantee the materials and workmanship of all materials and equipment furnished under this contract for a period of two (2) years from the date of acceptance unless otherwise specified. All manufacturer material warranties shall remain in effect for the entire duration of their advertised written warranty. If applicable, successful Vendor shall provide two (2) copies each of Parts, Owner and Warranty Manuals.

If appropriate, the successful Vendor shall provide training to City/County operators. Training shall be provided after delivery of the materials.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.
2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated there under.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Vendor Representative (please print)

Signed

Vendor Name

Phone

Vendor Address

Date

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)

) ss:

_____ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by bidder, 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.

Bidder 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

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

My Commission Expires: _____

County of Residence: _____

ACKNOWLEDGEMENT

There now being sufficient unobligated appropriated funds available, the contracting authority of _____

_____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price bid for the materials/equipment stipulated in said bid.

Contracting Authority Members:

Date:

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the Contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ (name of Company), declare under penalties of perjury that _____ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____

(Authorized Representative of Company)

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

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

For instructions and electronic registration for E-verify, please see:
<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

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