

**BID SUBMITTAL FORM**  
**Alabama County Joint Bid Program**  
**BID ITEM – 16’ STEEL DUMP BODY OPTION D (MANUAL)**

Company Name: Warren Truck and Trailer, Inc.

Address: 3716 Richard Arrington Jr. Blvd. N

Birmingham, Alabama 35234

Bid Submitted by: Gregory Pugliese

(Name of company representative)

Title: Regional Manager E-mail address: GPugliese@dumptrucks.com

Phone: 205-278-3618 Fax: 205-278-3618

By submitting this bid, we agree:

Initials

That the equipment model number identified below meets the bid specs for this bid item

GP

That the bid price will be honored for all counties for the period from January 1, 2022 to December 31, 2022.

GP

That the equipment will be delivered at the bid price to all counties participating in the joint bid program

GP

That the company representative listed above will be the contact person for purchasing this bid item under the joint bid program

GP

That the bid is accompanied by a current catalog or model specification document for the model number identified below

GP

That the bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications

GP

That the bid includes the e-verify documentation required by Alabama law

GP

That, if awarded the bid, a performance bond will be provided upon request

GP

That an option sheet with individual pricing is attached

GP

Total Bid Price including options: \$ 42,500.00

Equipment Model #: WAR-16 (OPTION D)

Description: DEMOLITION / ELLIPTICAL DUMP BODY

Signature of company representative submitting bid: 

Title: Regional Manager

**OPTION COST SHEET FOR 16' STEEL DUMP BODY OPTION D  
(MANUAL TRANSMISSION)**

**Tri Axle Option Items**

**Option Price**

Silent Drive or equal lift axle

\$ 6,900

Four Steel Disc, Ten hole, hub piloted, bud style  
22.5x8.25 wheels on lift axle

\$ 740

Four 11R22.5 recap tires on lift axle

\$ 740

**Other Options**

**Option Price**

High lift tail gate

\$ 1,250

Bed body vibrator

\$ 900

25 ton heavy duty Pintle Hitch

\$ 895

Chip Spreader bar mounted

\$ 350

**NOTE:** Award will be made on the basis of the total cost of the machine with all options included. However, a county may, at its discretion, deduct one or more of the above-referenced options from the machine, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the machine. There shall be no other deductions and no additions made to the machine by the purchasing county or by the vendor.

Equipment Model #: WAR-16 (OPTION D)

Description: DEMOLITION / ELLIPTICAL DUMP BODY

Signature of company representative submitting bid: 

Title: Regional Manager

**BID SPECIFICATIONS  
FOR  
16' STEEL DUMP BODY OPTION D  
(MANUAL TRANSMISSION)**

**GENERAL**

These specifications shall be construed as the minimum acceptable standards for a 16' Steel Dump Body. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine offered for bid shall include all standard manufacturer's equipment. The 16' Steel Dump Body must be a new current production model.

The use of specific names or numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size, and quality of equipment considered best adapted to the uses of counties participating in this joint bid.

**BID SUBMITTAL FORM**

Each bidder must submit his or her bid on the Bid Submittal Form included in the invitation to bid package. All written warranties to be submitted shall be attached to the Bid Submittal Form.

**BID PRICE**

The price bid shall include all destination charges, delivery charges, title fees, rebates and all other applicable costs and refunds.

**REPLACEMENT PARTS AVAILABILITY**

Parts must be available for 5 years or 500,000 miles of use for the piece of equipment bid.

**ASSEMBLY AND DELIVERY**

The dump body will be purchased for use with a heavy-duty dump truck chassis (with Manual Transmission) bid separately. The dump body company will be responsible for assembly and installation of the dump body and related optional equipment, including the cost of the same. The selling truck chassis dealer will be responsible for delivery of the chassis to the dump body company, for installation and for delivery of the complete dump truck unit to the county following installation, and assembly of the dump body and related options onto the truck chassis. Freight to and from the dump Body Company will be included in the truck bidder's proposal. Dump body installation and assembly costs will be included in the dump body bidder's proposal.

**WARRANTY**

Bidders shall submit a copy of the manufacturer's standard warranty.

Yes  No   
Page#   2    
or  
Attachment

**DUMP BODY**

Dump body shall meet all federal and state, health and safety regulations and must conform to American National Standard Institute (A.N.S.I.) Regulations (A.N.S.I.Z145) 1975.

Yes  No   
Page # \_\_\_\_\_

Dump body supplier must have their own service and parts facility.

Yes  No   
Page # 14

Dump body supplier must have a minimum of five (5) years' experience in sales, service and repair of dump bodies.

Yes  No   
Page # 14

Body must be covered by product liability insurance.

Yes  No   
Page # \_\_\_\_\_

**GENERAL SPECIFICATIONS AND DIMENSIONS**

21.0 cubic yard capacity; elliptical dump body design with 26 inch radius beginning at body main rails; 16 feet long; 62-inch high sides; 62- inch high tailgate; sides, floor and tail-gate shall be 1/4 inch AR450 Steel; 8-inch I-beam long runners; tailgate shall be vertical (NO SLOPE); single panel (picture-frame) tailgate design; hoist shall be class 120 hoist with a minimum four (4) active stages and minimum 60,000 pound capacity; direct mount integral pump and P.T.O. combination with air control on the P.T.O.; air tailgate latch control; tailgate shall be built for future high lift tailgate conversion; electric tarp with vinyl asphalt type tarp; 42 inch cab shield; eight (8) inch wide schedule 80-pipe push bar asphalt apron across rear of body; inverted angle on top of sides and top of tailgate; and Metro light kit.

Yes  No   
Page # 11-13

**TRI AXLE OR HEAVY-DUTY DUMP TRUCK CHASSIS OPTIONS**

The chassis (with Manual Transmission) will be used as a tri axle dump or a heavy-duty tandem dump. All bids shall include the cost for each of the following options to be selected for a tri axle dump, itemized separately on the bid:

Silent Drive Lift (Pusher) axle (20,000 lb minimum Capacity) or equal. This axle shall be air up and air down with a control valve and regulator located in the cab within reach of the operator.

Yes  No   
Page # 12

Four (4) steel disc, ten (10) hole, hub piloted, bud style 22.5x8.25, wheels on lift axle.

Yes  No   
Page # 12

Four 11R22.5 recap tires on lift axle.

Yes  No   
Page # 12

**OTHER OPTIONS**

Bid must include the cost for each of the following options, itemized separately on the bid:

High lift tail gate

Yes  No

Page # 11

Bed body vibrator

Yes  No

Page # 12

25-ton heavy duty Pintle Hitch, swivel type, spring loaded, with safety chain rings, mounted on 1" minimum steel plate supported by 1/2" X 4" gussets; 3/4" D rings; Glad Hands mounted with 5" X 3/8" air brake line to a 1/2" bulkhead fitting through the plate with cut off valves on back side of plate; seven (7) prong trailer light socket and air brakes hookup. Mounted 26 inches from ground with truck empty.

Yes  No

Page # 12

Chip spreader bar mounted at end of frame.

Yes  No

Page # 13

**NOTE:** Award will be made on the basis of the total cost of the dump body with all options included. However, a county may, at its discretion, deduct one or more of the above-referenced options from the dump body, and in such event, the cost of the options as stated on the bid shall be deducted from the total cost of the dump body. There shall be no other deductions and no additions made to the dump body by the purchasing county or by the vendor.



# Quote WTTI-Q-03870

Page 1 of 3  
Date 10/5/2021

Warren Truck & Trailer, Inc.  
3716 Richard Arrington Jr Blvd  
Birmingham AL 35234

Phone (800) 900-2545  
Fax (205) 591-3012  
WarrenTruckAndTrailerInc.com

Bill To	Ship To	Contact
ASSOCIATION OF COUNTY COMMISSIONS OF AL 100 N JACKSON ST MONTGOMERY AL 36104	ASSOCIATION OF COUNTY COMMISSIONS OF AL 100 N JACKSON ST MONTGOMERY AL 36104	JOHN HAMM  (000) 000-0000 Ext. 0000

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
ACCA D MANUAL	ACC104				0/0/0000	12,516
QTY	Item Number	Description	UOM	Unit Price	Ext. Price	
1	WAR-16	DUMP BODY - AR ELLIPTICAL - 16' Yardage: 21/21 Floor Material: 1/4 AR450 Front / Material: 62" 1/4 AR450 Side / Material: 62" 1/4 AR450 Vertical Side Brace: No Horizontal Brace: No Hoist / Cylinder: VTLW-74135 Hyd Tank: Steel Doghouse Tank (600-80041) Hydraulics: 85 CC Gear Pump w DIN Shaft Tipping Valve: Chassis Mount	EA	\$30,725.00	\$30,725.00	
1	TAILGATE	Air Operated: Yes Panel: 1 (Picture Frame) Material: 1/4 AR450 Height: 62 Slope: None Chains: 5/16" Double Acting: No High Lift Gate: Air Ready (no cylinders) (Option Pricing Shown To ADD Cylinders) Side Swing - Ground Operated: No Center Opening: No Material Gate: None Water Tight: None	Each	\$1,250.00	\$1,250.00	
1	DB OPTIONS # 1	Cabshield: Full Cabshield (43") Asphalt Apron: 8" Push Type Bolt On: No Center Board Pockets: No	Each	\$0.00	\$0.00	
1	LIGHTS	Lights/Harness: LED Lights and Standard Harness Oval STT: (1) Oval Cut Out Only (per post)	Each	\$0.00	\$0.00	
1	DB OPTIONS # 2	Cap Angle Sides & TG	Each	\$0.00	\$0.00	
1	INSTALL	Hydraulic Hoses/Fittings: Yes Pump: 85 CC Gear Pump w DIN Shaft Console: Warren Deluxe Console Conspicuity Tape: Yes Mudflaps and Brackets: Yes	Each	\$0.00	\$0.00	



# Quote WTTI-Q-03870

Page 2 of 3  
Date 10/5/2021

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Phone (800) 900-2545  
Fax (205) 591-3012  
WarrenTruckAndTrailerInc.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
ACCA D MANUAL	ACC104				0/0/0000	12,516
QTY	Item Number	Description	UOM	Unit Price	Ext. Price	
1	PAINT	Chrome Turnouts: No Splash/Gravel Guards: No Side Boards: None Covers: No Wires in Conduit No Delivery Fuel/Charges: No	Each	\$0.00	\$0.00	
1	PTO	Color: Warren Black (800-80007) POWER TAKE OFF PTO Muncie TG Series (MANUAL) Note: Not following OEM maintenance can result in non warrantable failure. Check for leaks and loose mounting hardware within first week of use. Recheck at regular maintenance periods (see OEM manual for intervals).	EA	\$0.00	\$0.00	
1	TARP SYSTEM	TARP system - installed Installation: Installed Brand: Donovan Manual / Electric: Electric Type: Arm Aluminum / Steel: Aluminum Bent Arm: Yes Tarp Size: 90"x18' Tarp Type: Asphalt Side Flaps: No	EA	\$0.00	\$0.00	
1	TOW PACKAGE	25 ton heavy duty Pintle Hitch, swivel type, spring loaded, with safety chain rings, mounted on 1" minimum steel plate supported by 1/2" X 4" gussets; 3/4" D rings; Glad Hands mounted with 5" X 3/8" air brake line to a 1/2" bulkhead fitting through the plate with cut off valves on back side of plate; seven (7) prong trailer light socket and air brakes hookup. Mounted 26 inches from ground with truck empty.	Each	\$895.00	\$895.00	
1	LIFT AXLE	Quantity: 1 Type: Fixed Rating: 20,000 lbs. Controls: In Cab Elec./Air Control Tires and Wheels: 4 per axle	Each	\$6,900.00	\$6,900.00	
4	WHEELS	WHEEL WHEEL: 22.5 x 8.25 (4) per axle 10 Hole Bud Hub Pilot-Steel	EA	\$185.00	\$740.00	
4	TIRES	TIRE TIRE: 11R22.5 Recap Tires (4) per axle	EA	\$185.00	\$740.00	
1	VIBRATOR	ELECTRIC BODY VIBRATOR	Each	\$900.00	\$900.00	



# Quote WTTI-Q-03870

Page 3 of 3  
Date 10/5/2021

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Fax (205) 591-3012  
WarrenTruckAndTrailerInc.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
ACCA D MANUAL	ACC104				0/0/0000	12,516
QTY	Item Number	Description	UOM	Unit Price	Ext. Price	
1	CHIP SPREADER	INSTALL CHIP SPREADER BAR	Each	\$350.00	\$350.00	

Quotation reviewed and accepted by:  
(signed) \_\_\_\_\_  
Please reply back to us with a PO number for entry  
as an order

<b>Subtotal</b>	\$42,500.00
Misc	\$0.00
Tax	\$0.00
Ship & Handling	\$0.00
Trade In Allowance	\$0.00
<b>Total</b>	\$42,500.00





# WARREN

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## Warren Truck and Trailer, Inc.

3716 Richard Arrington, Jr. Blvd. North  
Birmingham, AL 35234  
Phone: (205)-254-9700 / Fax: (205) 278-3618  
Contact: Gregory Pugliese

### Warranty Statement

WARREN TRUCK & TRAILER, INC., (hereinafter called Warren) warrants each new trailer, dump body and item of hydraulic equipment manufactured by it to be free from defects in material and workmanship under normal use and service with loads not exceeding the vehicle manufacturer's rated capacity for a period of 12 months after delivery to the original purchaser direct or by an authorized distributor.

**Exclusions from Warranty.** This Warranty shall not apply to:

- (1) components manufactured by persons other than Warren (such as hydraulic pumps, motors, valve, bearings, etc.) beyond warranty, if any, which may be made by such manufacturer,
- (2) any unit which shall have been subject to misuse, negligence, alteration or accident or which shall have been repaired by anyone other than Warren or its authorized service distributor in any way so as in the judgment of Warren to affect adversely its performance or reliability, or
- (3) normal maintenance services.

**Purchaser's Exclusive Remedies.** Warren's sole obligation under this warranty will be to repair or replace, at its option, any warranted unit or part as described above which shall be returned to Warren's factory or authorized service distributor and which examination shall disclose to Warren's satisfaction to have been defective. Freight or other transportation costs to and from the factory or authorized service distributor must be paid by the purchaser. Warren will not assume any charges for repairs made by anyone other than Warren or its authorized service distributor.

**Exclusion of other Warranties.** No other warranty is made by Warren and in particular Warren makes **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Warren neither assumes nor authorizes any person to assume for it any liability other than described herein.

**Limitations of Actions.** Without extending the period of warranty stated above, any action for breach of warranty must be commenced within one year of the breached claimed or forever barred.

**Limitation of Damages.** The purchaser's remedy stated above shall be exclusive for any and all claims against Warren whether based on contract, negligence, tort, or any other theory. In no event shall Warren be liable for any consequential damages which may result from any defect or failure of a unit or part.

By: Gregory Pugliese *Gregory Pugliese*

Think of us first for all your truck mounted equipment needs. Warren Truck and Trailer, Inc. is a stocking dealer for Warren, Inc dump bodies and hoists. We also distribute Warren half-round demolition type trailers, dump bodies and pups as well as a wide variety of truck-mounted equipment including water tanks, trash bodies, flat beds, and flat dumps. We have a fully equipped shop for handling all types of body and trailer repair. Please visit our website at: [www.dumptrucks.com](http://www.dumptrucks.com) and link to all the other Warren related companies.



# WARREN

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## Warren Truck and Trailer, Inc.

3716 Richard Arrington, Jr. Blvd. North  
Birmingham, AL 35234  
Phone: (205)-254-9700 / Fax: (205) 278-3618  
Contact: Gregory Pugliese

### About Us

Warren Truck & Trailer was founded in 1993 as Bama Bodies, Inc. in Birmingham, AL. We handle Warren dump bodies, dump trailers, trash trailers, spreaders, and hydraulic fifth wheels. In addition to these products, we also service and sell service bodies, lift gates, lift axles, tarp systems, and other general truck equipment.

The Warren Family of Companies consists of 5 operating facilities across the southeast. We manufacture steel dump bodies and spreaders at Warren, Inc. in Collins, Mississippi. We manufacture aluminum dump bodies, a full line of dump trailers, transfer trailers, and rendering trailers at Warren Equipment, Inc. in Plant City, Florida. We manufacture half round dump bodies, pup trailers, custom truck equipment, and elevating fifth wheels at our Warren Truck & Trailer, LLC. facility in Talco, Texas.

All of our locations are full service and installation facilities for all Warren products. Call a facility near you today for all of your truck equipment needs!

#### **By: Gregory Pugliese**

Think of us first for all your truck mounted equipment needs. Warren Truck and Trailer, Inc. is a stocking dealer for Warren, Inc dump bodies and hoists. We also distribute Warren half-round demolition type trailers, dump bodies and pups as well as a wide variety of truck-mounted equipment including water tanks, trash bodies, flat beds, and flat dumps. We have a fully equipped shop for handling all types of body and trailer repair. Please visit our website at: [www.dumptrucks.com](http://www.dumptrucks.com) and link to all the other Warren related companies.



Company ID Number: 487255

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Warren Truck and Trailer Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



**Company ID Number: 487255**

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

**Company ID Number: 487255**

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

**Company ID Number: 487255**

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

**Company ID Number: 487255**

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

**ARTICLE III**

**REFERRAL OF INDIVIDUALS TO SSA AND DHS**

**A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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#### ARTICLE IV

##### SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### ARTICLE V

##### PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

<b>Employer Warren Truck and Trailer Inc.</b>	
<b>Jack Lyle</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>01/10/2012</b> Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>01/10/2012</b> Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Warren Truck and Trailer Inc.
Company Facility Address:	900 38th St North Birmingham, AL 35222
Company Alternate Address:	
County or Parish:	JEFFERSON
Employer Identification Number:	631084060

Company ID Number: 487255

North American Industry Classification Systems Code:	441
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>ALABAMA 1 site(s)</li></ul>	

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	<b>Debra G Jones</b>	Fax Number:	<b>(205) 591 - 3012</b>
Telephone Number:	<b>(205) 591 - 3002</b>		
E-mail Address:	<b>djones@feedtrucks.com</b>		
Name:	<b>Jack Lyle</b>	Fax Number:	<b>(205) 591 - 3012</b>
Telephone Number:	<b>(205) 591 - 3002</b>		
E-mail Address:	<b>jblyle@feedtrucks.com</b>		

# INVITATION TO BID

## HEAVY EQUIPMENT

### NOTICE OF BID OPENING

**NOTICE IS HEREBY GIVEN** that the Association of County Commissions of Alabama, which administers the Alabama County Joint Bid Program on behalf of Alabama's county governing bodies, shall receive and open bids for the purchase of zero (0) or more items of heavy road equipment at its office located at 2 North Jackson Street, Montgomery, Alabama, at **10:00 a.m. on Friday, October 22, 2021**. Bid specifications are available at <http://www.alabamacounties.org/heavy-equipment/> for each of the following items:

Asphalt Milling Attachments	
Light Duty Backhoe	
Medium Duty Backhoe	
Heavy Duty Backhoe Option A	
Heavy Duty Backhoe Option C	
85 PTO Tractor Option A	
85 PTO Tractor Option B	
95 PTO Tractor Option A	
95 PTO Tractor Option B	
Track Mount Excavator Option A-1	
Track Mount Excavator Option A-2	
Track Mount Excavator Option A-3	
Track Mount Excavator Option B-1	
Track Mount Excavator Option B-2	
Track Mount Excavator Option B-3	
Track Mount Excavator Option C-1	
Track Mount Excavator Option C-2	
Compact Track Mount Excavator Option D-1	
Compact Track Mount Excavator Option D-2	
Compact Track Mount Excavator Option D-3	
Mini Track Excavator Option E-1	
19 Ton Wheeled Excavator	
21 Ton Wheeled Excavator	
2WD Highway Speed Truck Excavator	
4WD Highway Speed Truck Excavator	
Light Duty Motor Grader – Option A	
Light Duty Motor Grader – Option B	
Heavy Duty Motor Grader – Option A	
Heavy Duty Motor Grader – Option B	
Medium Duty Motor Grader – Option A	
Medium Duty Motor Grader – Option B	
Medium Duty Motor Grader – AWD	
100 HP Heavy Duty Hydrostatic Bulldozer – Option B	
100 HP Heavy Duty Hydrostatic Bulldozer – Option C	
100 HP Heavy Duty Hydrostatic Bulldozer – Option D	
	125 HP Heavy Duty Hydrostatic Bulldozer – Option A
	125 HP Heavy Duty Hydrostatic Bulldozer – Option B
	Mulching Dozer
	3 CY Wheel Loader Option A
	3 CY Wheel Loader Option B
	3 CY Wheel Loader Option C
	3.65 CY Wheel Loader Option A
	3.65 CY Wheel Loader Option B
	Heavy Duty Dump Chassis – Option A
	Heavy Duty Dump Chassis – Option C
	Heavy Duty Dump Chassis – Option D
	Heavy Duty Dump Chassis – Option F
	Lowboy Tractor Option – A
	Lowboy Tractor Option – B
	Lowboy Tractor Option – E
	Skid Steer Loader w/no attachments
	Skid Steer Attachments
	Ride-on Industrial Boom Mower
	Asphalt Distributor Truck
	Chip Spreader
	Rubber Tire Roller
	7.5 Ton Single Drum Vibratory Roller
	One-man Pothole Patcher Option A
	One-man Pothole Patcher Option B
	Trailer Mounted Patcher – Diesel
	Trailer Mounted Patcher – Air Compressor/Tools
	Trailer Mount Mastic Patcher/Crack Sealer
	Asphalt Storage Tanks
	Half Round End Dump Trailer
	Lowboy Trailers – 35 Ton/55 Ton
	Tag Trailer – 20 Ton
	Road Wideners and Attachments
	16' Steel Dump Bodies Options B, D, E, F (Automatic and Manual



**Time is of the essence in submitting bids and only bids received in the Association office by 10:00 a.m. Central Time on Friday, October 22, 2021 will be opened and considered.** Bidders and any other interested individuals are invited to attend the bid opening.

### **THE INVITATION PACKAGE**

The invitation package for each item to be bid includes: this invitation to bid, the written bid specifications for the particular item of heavy road equipment, and a Bid Submittal Form to be used in submitting a bid for that particular item. Bidders should verify that they have received all pages of the invitation package. If there are any omissions, the bidder should contact Kenya Howard in the Association office by mail, fax, or e-mail ([jointbid@alabamacounties.org](mailto:jointbid@alabamacounties.org)) to request missing pages. It is the responsibility of the bidder to make this request in sufficient time to prepare and submit the bid in time for the bid opening. Bidders should carefully read and comply with all parts of the invitation package, including all attachments and/or any addendum.

### **PREPARING AND SUBMITTING BIDS**

All bids must be typed or hand written in ink on the attached Bid Submittal Form. **The completed Bid Submittal Form shall be placed in front of and separated from all other documents included in the bid packet, such that it will be the first document viewed upon opening the bid packet.**

Bids submitted in pencil and bids not submitted on the Bid Submittal Form will **not** be considered. All bids shall include a current catalog or model specification document for the equipment model number being offered for consideration. Bids submitted without such documentation will **not** be considered. Only information contained on the attached Bid Submittal Form and in the model specification document will be considered in evaluating bids.

Each separate requirement in the bid specification includes a block for indicating whether or not the item bid meets the specification. The bidder shall indicate compliance with each requirement by checking "Yes" or "No" in the block to the right of each bid specification. In addition, the bidder shall indicate the page number in the supplied manufacturer's equipment literature on which compliance with the specification can be verified. Failure to complete this portion of the bid form may result in the subject bid not being considered. Additionally, all bidders are required to submit a factory build/order sheet showing all of the standard and option items for each piece of equipment bid in order to assist the bid review committee in assuring that each bid is in conformance with the required bid specifications.

Each bid for one of the heavy equipment items included in the bid package must be submitted on the Bid Submittal Form for that item and forwarded in a separate envelope with the bid item and item number clearly identified on the outside of the envelope. Envelopes containing a "no bid" shall also include the words "NO BID" on the outside of the envelope. Facsimiles and e-mails will not be accepted. Bids submitted by "Express/Overnight" services must be in a separate inner envelope or package sealed and identified as stated above. All bids must be received in the Association office prior to the bid opening. Bids received after the deadline will be returned unopened.

The County Joint Bid Program reserves the right to require a performance bond from successful bidders as permitted under Alabama law. However, **no bid bond is required for this bid offering.**

All bids should be mailed or hand-delivered to:

**Attn: Joint Bid Program**  
**Association of County Commissions of Alabama**  
**2 North Jackson Street Montgomery, Alabama 36104 (Physical Address)**  
**P.O. Box 5040, Montgomery, Alabama 36103 (Mailing Address)**

## **BID SPECIFICATIONS**

Please note that each piece of heavy equipment available for bid may include several different sizes and categories of machines. You should read each set of specifications very carefully as the differences vary depending upon the piece and size of equipment.

Where applicable, each bid submission shall include the separate cost of each item listed in the "Options" section of the bid specifications. However, all bids will be awarded on the basis of the **total cost of the machine with all options included**. Therefore, the "Bid Price" stated on the Bid Submittal Form must be the total cost, including the cost of all options.

Once the bids have been awarded, any county participant purchasing under this program may, at its discretion, deduct one or more of the options set out in the bid specifications, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the machine. There shall be no other deductions and no additions made to the machine by the purchasing county or by the vendor.

Any use of specific names and/or model numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is included solely for the purpose of indicating the type, size, and quality of materials, product services, or equipment considered best adapted to the use of the counties participating in the joint bid program.

## **BIDDER QUALIFICATIONS**

All bidders and all program participants must be in compliance with any applicable federal, state, county and municipal laws, regulations, resolutions and ordinances, including but not limited to, licensing, permitting, and taxation requirements. All bidders should be prepared to submit evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Such evidence or documentation may be submitted with the bid. Additionally, all bidders shall provide proof that they are in compliance with the e-verify requirements of Alabama's Immigration Law (Ala. Code § 31-13-1 et seq., as amended by Act No. 2012-491).

## **BID AWARD**

The Houston County Commission will serve as the awarding authority for all bids and will award all contracts at a regular meeting of the Houston County Commission. Any and all bids submitted in compliance with this invitation to bid shall be considered, and award will be made to the lowest responsible bidder meeting bid specifications as determined by the awarding authority in compliance with Alabama law. All bids will be reviewed and evaluated by a committee created for that purpose, which committee will make comments and recommendations to the awarding authority regarding the award. All factors contained in each invitation package will be evaluated in determining the successful bidder, and any omissions of the stated requirements may be cause for rejection of the bid submitted. The awarding authority reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part such bid or bids solely at its discretion.

The contract period will be one year with an option to renew for a second and third year under identical price, terms, and conditions upon the mutual consent of the vendor and the awarding authority. Any renewal contract shall be approved in writing by the vendor and the awarding authority no later than 135 days prior to the expiration of the existing contract.

## **CONTACT REGARDING BIDS AND INVITATION**

Contact initiated by a potential bidder with any county official, county employee, or member of the Association staff shall only be as specifically set out in this Invitation to Bid. Any questions related to the bid or the County Joint Bid Program shall be directed to Association staff in writing under the procedures set out in this Invitation to Bid. Additionally, a bidder may contact the Association in writing to request an appointment to review bid specifications following the bid opening. **However, there shall be no communication with any county official or county employee regarding this bid between the date of this invitation and the date of bid award.** Any contact other than as set out here shall be deemed as an attempt to unduly influence the bid award, and shall be grounds for

rejection of the bid submitted by the bidder initiating such other contact.

Any questions or problems related to downloading or obtaining copies of this Invitation to Bid should be directed to **Kenya Howard** at [jointbid@alabamacounties.org](mailto:jointbid@alabamacounties.org) or **334-263-7594**.

Any other questions or requests for additional information regarding this invitation or the bid specifications shall be submitted **in writing** no later than five (5) days prior to bid opening to:

**Patrick McDougald**  
**Association of County Commissions of Alabama**  
**2 North Jackson Street**  
**Montgomery, Alabama 36104**

**Fax Number (334) 263-7678**  
**E-mail: [barbeng@bellsouth.net](mailto:barbeng@bellsouth.net)**