

ADVERTISEMENT FOR BIDS

Bid Name: Motor Graders

Owner: Tuscaloosa County Commission

Bid Description: The Purchase & Trade-In/Guaranteed Auction Proposal for 9 Motor Graders

The Tuscaloosa County Commission is soliciting sealed bids for:

1. The purchase of nine (9) new 2025 model articulated motor graders.
2. Trade-in bids, individual bids, or guaranteed auction consignment proposal on nine (9) 2022 Caterpillar 140 motor graders.

Separate sealed bids for the project described will be received by the Tuscaloosa County Commission at **ATTN: Byron Waid, County Administrator, 714 Greensboro Avenue, Suite G78, Tuscaloosa, AL 35401**, until **9:00 am Friday, August 1, 2025** when all bids will be publicly opened and read aloud in the County Commission Chambers, Tuscaloosa County Courthouse, 714 Greensboro Avenue, Tuscaloosa, AL 35401.

All bids must be marked with the words "**BID PROPOSAL FOR MOTOR GRADERS**", the bid date, and the name of the bidder.

The minimum specification for motor graders may be obtained at the Public Works office of Tracy Criss , 2810 Investigator Dornell Cousette St, Tuscaloosa, AL 35401, by email to tcriss@tuscco.com, or online at www.tuscco.com.

Each bidder must provide with the bid a bid bond in the amount of 5% of the total bid cost, capped at \$10,000.00.

Bids are solicited in compliance with Alabama Code Title 39, the Alabama Public Works Law, and/or Alabama Code Title 41, the Alabama Competitive Bid Law. Bidders shall be required to comply with aforementioned provisions regardless of whether the requirements are explicitly detailed in the bid proposal or not. The contractor shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act. Alabama Code Section 39-3-5, resident contractor preference, applies.

No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

TUSCALOOSA COUNTY COMMISSION

INVITATION FOR BIDS (IFB)

Motor Grades

for the Tuscaloosa County Public Works Department

1. Invitation For Bids (IFB):

The Tuscaloosa County Commission will receive sealed bids for

1. **The purchase of nine (9) 2025 model articulated Motor Graders.**
2. **Trade-in bids, individual bids, or guaranteed auction consignment proposal on nine (9) 2022 Caterpillar 140 motor graders.**

The last day to submit questions will be **Friday, August 1, 2025, at 9:00 am** when all bids will be publicly opened and read aloud in the County Commission Chambers located in the Tuscaloosa County Courthouse, 714 Greensboro Avenue, Tuscaloosa, AL 35401. Each bid submittal will be reviewed and analyzed. Tuscaloosa County may have further questions for the proposers to provide clarification, and these may be made during the bid review. Bid submittals are **not accepted** via email. An award for the contract will be made within 30 calendar days of the date of the bid closing.

2. Minimum Specifications for Motor Grader:

2.1. General Information:

It is the intent of these specifications to set forth the minimum specifications, in accordance with manufacturer's standard published specifications for nine (9) new

current production 2025 model articulated motor graders. These units, including all necessary equipment, shall be furnished complete and ready for use upon delivery. Any items or equipment not specifically set forth herein but required for proper operation or required to meet Federal and State safety standards shall be furnished to the County at no additional cost. Any exceptions or deviations from these specifications or optional equipment shall be itemized on a separate sheet and attached to the bid proposal. **Failure to outline in detail any or all exceptions or deviations** to the attached bid specifications may result in the rejection of the bid. Bids will be accepted for new Caterpillar 140 AWD Motor Graders or, John Deere 672GP AWD Motor Graders or equal.

A bid bond in the amount of 5% of the bid amount up to a maximum of \$10,000.00 must be furnished to the Tuscaloosa County Commission along with the bid submittal. Failure to provide bid bond with bid will cause bid to be rejected. Bidder may submit a cashier's check drawn on an Alabama bank to the order of the Tuscaloosa County Commission equal to 5% of

the amount bid up to a maximum of \$10,000.00 in lieu of a Corporate Surety, under the same terms.

Tuscaloosa County reserves the right to purchase any quantity at the unit bid price. The quantity may increase or decrease and there will be no adjustment in the unit bid price as a result of the quantity changing.

The intention of the Tuscaloosa County Commission is to make the selection based upon the best product submitted for consideration. Awarding the bid will not necessarily be based solely on the lowest price. Other factors that may be considered are the distance to parts and service facilities, time required for delivery, performance and service records, guaranteed buyback price, the sale value of the machines currently owned by the County, and comments of previous users of the product. **Tuscaloosa County reserves the right to reject any or all bids based upon the best overall benefit to the County.**

2.2. SERVICE AND WARRANTY:

Minimum warranty shall be 12 months full machine warranty, and 5 year/6000 hour (whichever occurs first) extended power train and hydraulic system warranty. The warranty is to include scheduled oil sampling at no additional charge. The vendor shall pay any costs of inspections and adjustments that may be necessary in accordance with the warranty. It is essential that repair parts and service be adequate and readily available.

Bidders shall submit a copy of the manufacturer's standard warranty and a 5 year/6000 hours extended power train and hydraulic system warranty along with a complete explanation of the warranty with their bid. The warranty shall include a service response time of a maximum of 36 hours upon notification by the County. If a motor grader is taken out of service due to warranty repairs, a replacement unit shall be provided at no cost to the County if the warranty repairs take more than 36 hours.

2.3. PARTS AND SERVICE MANUALS:

The vendor shall furnish three (3) complete sets of parts books, three (3) complete service manuals, the vendor shall furnish a copy of the operator's manual with each unit and three (3) extra on delivery. Units will not be accepted for delivery until the manuals as outlined above are received. Parts must be available for 10 years or 10,000 hours of use for the piece of equipment bid.

2.4. WEIGHTS:

Minimum operating weight typically equipped with push block and ripper shall not be less than 44,000 pounds which includes standard machine configuration with full fuel tank, coolant, lubricants, and operator.

2.5. POWERTRAIN:

The engine shall be a turbo-charged, direct injection, four stroke, 6-cylinder diesel engine and shall be electronically controlled. Engine displacement shall not be less than 500 cubic inches. The minimum net HP rating in each gear with AWD on shall be:

- 197 net HP in 1st gear
- 210 net HP in 2nd gear
- 223 net HP in 3rd gear
- 228 net HP in 4th gear
- 240 net HP in 5th gear
- 250 net HP in 6th gear
- 250 net HP in 7th gear
- 250 net HP in 8th gear

Engine shall meet a minimum of EPA Final Tier 4 emission regulations. The engine shall be equipped with a dual element, dry type air cleaner with a restriction indicator.

The transmission shall provide at least eight speeds in forward, and inching capability. Transmission control circuit shall be neutralized automatically when engine is turned off to prevent restarting when in gear.

2.6. MOLDBOARD:

The grader shall be equipped with a 12-foot-long moldboard. All blade functions shall be hydraulically or electronically actuated. Blade shall have lift accumulators to reduce vertical impact damage. Machine shall be equipped with reversible overlay end bits.

2.7. CIRCLE:

The circle drive shall be equipped with a slip clutch for protection of the circle, drawbar and moldboard from shock. The circle shall be rotated by a hydraulically driven motor.

2.8. HYDRAULICS:

Hydraulic systems shall be an electro-hydraulic, load sensing type with a variable displacement pump. Blade lift cylinders shall have independent float capability.

Engine cooling fans shall be hydraulically driven with a variable speed system to increase fan speed to meet cooling requirements. All hoses shall be tagged with part numbers for ease of replacement.

2.9. ELECTRICAL:

The machine shall be equipped with a 24-volt electrical starting and operating system and include a 24 volt to 12 volt converter for a two-way radio connection. The electrical system must have a master disconnect switch with a removable key.

2.10. SCARIFIER:

The machine shall be equipped with a rear mounted scarifier. The rear scarifier shall have a width of cut of no less than 7 feet with a maximum of 9 cutting teeth. The scarifier shall have a ground penetration of no less than 10 inches.

2.11. FRAME:

Machines shall have an articulated type of frame. Articulation joint shall have a locking device to prevent frame articulation while servicing or transporting machines.

2.12. STEERING:

The machine shall have a fully hydraulic, 2-cylinder steering system.

2.13. AXLES AND TANDEM DRIVES:

The grader shall be all wheel drive.

2.14. WHEELS AND TIRES:

The grader should be equipped with 17.5 x 25 L2 single star Michelin radial tires with traction tread. Tires are to be tubeless type.

2.15. BRAKES:

Service brakes shall be multi-disc, oil-cooled, sealed from water, mud and dust and shall be adjustment free. Service brakes shall be hydraulically activated utilizing dual independent brake circuits.

2.16. OPERATOR COMPARTMENT:

The controls to operate blade lift, center shift, circle reverse, wheel lean, blade side shift, blade tip and all attachments shall be either fully hydraulic or hydro- electronically operated.

The machine shall be equipped with an automatic cross slope control system that is controlled from the operators' station. This system shall allow the operator to manually control either the left or right side of the blade and automatically control the other side. The

ROPS cab shall include the following: heater, defroster, air conditioner, AM/FM/Weather Band radio, wipers/washers, fully adjustable air ride seat, seat belt, inside mounted wide-angle rear-view mirror, automatic return to center articulation control, full display and gauge cluster, laminated glass and auxiliary 12-volt power port. A multi-level warning, electronic monitoring system (EMS) shall be provided to monitor machine functions.

Cab doors shall have a hold-open clasp with a ground-level release in addition to a release in the cab. The cab should have wipers with washers on the front and rear windows.

2.17. INSTRUMENTS:

The grader shall be equipped with the following instruments: engine coolant temperature, fuel level, frame articulation, engine oil pressure, hour meter, transmission oil temperature, and volt meter. Gauges or lights shall be located inside the cab.

2.18. SERVICEABILITY:

Fuel fill shall be performed from ground level. Left and right tandem case assemblies shall be covered with punched steel plate to provide adequate platform for standing and walking.

2.19. MISCELLANEOUS:

Toolbox with padlock, vandalism protection complete with locks for hydraulic tank, radiator cap, fuel tank, cab doors, locking engine compartment doors. Machines shall be equipped with headlights, stop lights, front and rear working lights, turn signals, rear mounted pull hitch, and back up alarm.

The Machine shall be equipped with a rear-view camera system for the operator to see what is behind the machine. Monitor for the camera shall be mounted in easy view of the operator while seated in the cab. The camera shall activate automatically when the transmission is engaged in reverse.

2.20. DELIVERY:

Delivery could be a factor in awarding the bid. Please state delivery date of specified equipment.

2.21. BUYBACK OPTION

Vendors shall submit a guaranteed buyback price at a minimum of 3 years or 5,000 hours (whichever comes first) and a guaranteed buyback price at a minimum of 4 years or 7,000 hours (whichever comes first) from the date of last motor grader delivery to Tuscaloosa County. **Vendor shall furnish a performance bond or an executed buyback agreement in the amount of the buyback price.** The County reserves the right to accept or reject this option

based upon the best overall benefit for the County.

2.22. TRADE-IN, INDIVIDUAL BIDS, OR AUCTION CONSIGNMENT

The Tuscaloosa County Commission will accept trade-in bids, individual bids, or guaranteed auction consignment proposals on nine (9) 2022 Caterpillar 140 motor graders. The County reserves the option to trade the motor graders in on new motor graders, sell the motor graders individually, or consign the motor graders to a licensed auctioneer at a guaranteed minimum price. Tuscaloosa County will continue to use the motor graders until new replacement motor graders are placed into service. The used motor graders will be available for pickup upon delivery of new replacement motor graders by the selected dealer. Motor graders will be made available for pickup in the same condition they were on the bid date.

A bid bond, cashier's check, bank letter of credit, or other type security approved by the County Commission shall be required for all motor graders for which a bid or auction consignment proposal is submitted. Appointments may be made to inspect the graders by contacting Mr. Kris Connell, Shop Superintendent, at 722-0569.

3. Instructions to Bidders

3.1. Preparation and Delivery of Bids

(a) Proposal (Bid) Form

- Bids must be submitted on the Bid Form as contained in the Bid Documents; only one copy is required to be submitted.
- All information requested of the bidder on the Bid Form must be filled in.
- The estimated quantities on the Bid Form are for use of Tuscaloosa County only. Tuscaloosa County makes no guarantee as the actual quantities
- The Bid Form shall be properly signed by the bidder. If the bidder is:
 - An Individual, or his or her “Authorized Representative”, must sign the Bid Form;
 - A Partnership, the Bid Form must be signed by one of the partners or an “authorized representative” of the Partnership;
 - A Corporation, the president, vice-president, secretary, or “authorized representative” shall sign and affix the corporate seal to the Bid Form.
- As used in these Instructions to Bidders, “Authorized Representative” is defined as a person to whom the bidder has granted written authority to conduct business in the bidder’s behalf by signing and/or modifying the bid. Such written authority shall be signed by the bidder (the individual proprietor, or a member of the Partnership, or an officer of the Corporation) and shall be attached to the Bid Form.
- Interlineations, alterations or erasures on the Bid Form must be initialed by the bidder or its “authorized representative”.

(b) Bid Guaranty (Bid Bond)

The Bid submittal must be accompanied by a cashier’s check, drawn on an Alabama bank, or a Bid Bond, executed by a surety company duly authorized and qualified in the State of Alabama, payable to Tuscaloosa County. Failure to provide a bid bond with bid will cause bid to be rejected. If a Bid Bond is provided in lieu of a cashier’s check, the bond shall be on the Bid Bond form as stipulated in the Bid Documents. The amount of the cashier’s check or Bid Bond shall be five percent (5%) of the bid, but not more than Ten Thousand Dollars (\$10,000).

(c) Other Required Documents

- E-Verify Memorandum of Understanding (MOU) proof of Enrollment

3.2. Delivery of Bids

Bids will be received until the time set, and at the location designated, in the Invitation for Bids unless notice is given of postponement. Any bid not received prior to the time set for

opening bids will be rejected and such bids shall be rejected in all cases where received after other bids are opened.

Each bid shall be placed, together with the bid guaranty and E-Verify MOU, in a sealed envelope. On the outside of the envelope the bidder shall write in large letters **“BID PROPOSAL FOR MOTOR GRADERS”**, the bid date, the name of the bidder.

Bids may be delivered in person or by mail if ample time is allowed for delivery. When sent by mail, the sealed envelope containing the bid, marked as indicated above, shall be enclosed in another envelope for mailing. Bids must be delivered to the mailing address listed below:

**Tuscaloosa County Commission
Attn: Byron Waid, County Administrator
714 Greensboro Avenue, Ste G78
Tuscaloosa, AL 35401**

3.3. Withdrawal or Revision of Bids

A bid may be withdrawn by written request, executed by the bidder’s authorized representative, prior to the opening of bids.

A sealed bid may be revised by writing the change in price on the outside of the envelope over the bidder’s signature, or by a signed, written instruction by the bidder to revise the bid, if received by the Owner prior to the time set for opening bids. The bidder must not reveal the total bid price, only the change in price.

Except as provided in Bid Errors of these Instructions to Bidders, no bid shall be withdrawn, modified, or corrected after the time set for opening bids.

3.4. Opening of Bids

Bids will be opened and read publicly at **9:00 am Friday, August 1, 2025** in the **County Commission Chambers, Tuscaloosa County Courthouse, 714 Greensboro Avenue, Tuscaloosa, AL 35401**. Bidders or their authorized representatives are invited to be present.

3.5. Incomplete and Irregular Bids

A bid that is in any way incomplete may be rejected. Any bid which contains any uninitiated alterations or erasures, or any bid which contains any additions, alternate bids, or conditions not called for, or any other irregularities of any kind, will be subject to rejection. Bids may also be rejected for any of (but not limited to) the following causes:

- (a)** Failure to utilize bid forms provided by Tuscaloosa County.
- (b)** Lack of signature by an authorized representative on the bid form.
- (c)** Failure to properly complete the bid.
- (d)** Evidence of collusion among bidders.
- (e)** Unauthorized alteration of Bid Form.

- (f) Failure to submit a bid bond.
- (g) Failure to note the general contractor's license number, if required.

3.6. Bid Errors

(a) Errors and Discrepancies in the Bid Form.

In case of error in the extension of prices in bids, the unit price will govern. In case of discrepancy between the prices shown in the figures and in words, the words will govern.

(b) Mistakes within the Bid.

If the low bidder discovers a mistake in its bid, the low bidder may seek withdrawal of its bid without penalty if:

- i. Written notice of the mistake is given within three working days after the bid opening.
- ii. The mistake is substantial and due to calculation/clerical error or an inadvertent omission which results in an erroneous sum. A mistake of law, judgment, or opinion shall not constitute a valid ground for withdrawal without penalty.
- iii. Clear and convincing documentary evidence of the mistake must be presented three working days after the opening of bids.

Tuscaloosa County's decision regarding a low bidder's request to withdraw its bid without penalty shall be made within 10 days after receipt of the bidder's evidence or by the next regular meeting of the County Commission. Withdrawn bidders shall be prohibited from (1) doing work on the project as a subcontractor and (2) bidding on the same project if it is re-bid.

3.7. Disqualification of Bidders

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

- (a) **Collusion.** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition or otherwise shall render the bids void and shall cause the prospective bidders participating in such agreement or collusion to be disqualified from submitting bids to Tuscaloosa County on future lettings. (See Ala. Code § 39-2-6, 1975, for possible criminal sanctions.)
- (b) **Advance Disclosure.** Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require re-advertisement and rebid.
- (c) **Failure to Settle Other Contracts.** Tuscaloosa County may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills due for labor and material on other contracts.
- (a) **Consideration of Bids.** After the bids are opened and read publicly, the bid prices will be compared, and the results of this comparison will be available to the public.

Tuscaloosa County shall have the right to reject any or all bids and shall have the right to waive technical errors and irregularities if, in its judgment, the best interests of Tuscaloosa County will be promoted.

The qualifications, ability, and responsibility of all bidders and their proposed sub-contracts will be considered in making the award. Only bids of such contractors who are licensed as required by the Code of Alabama, Titles 34 and 46, as amended, will be considered.

3.8. Award of Contract

Awarding the bid will not necessarily be based solely on the lowest price. Other factors that may be considered are the distance to parts and service facilities, time required for delivery, performance and service records, guaranteed buyback price, the sale value of the machines currently owned by the County, and comments of previous users of the product.

Tuscaloosa County reserves the right to reject any or all bids based upon the best overall benefit to the County.

A bidder to whom an award is made will be notified by email and confirmed by letter to the address shown on the Bid Form at the earliest possible date. Unless other time frames are stipulated, the maximum time frames allowed for each step of the process between the opening of bids and the issuance of an order to proceed with the work shall be as follows:

1.	Notice of Award of contract by Tuscaloosa County Commission	30 calendar days after the opening of bids
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The time frames stated above, or as otherwise specified, may be extended by written agreement between the parties. Failure by Tuscaloosa County to comply with the time frames stated above or agreed extensions thereof, shall be just cause for the withdrawal of the Contractor's bid and contract without forfeiture of the bid bond.

All bid guaranties, except those of the three lowest bidders, will be returned immediately after bids have been tabulated. The bid guaranties of the three lowest bidders will be returned as soon as the contract bonds and the contract of the successful bidder have been properly executed and approved. If no award is made within the specified period, all bids will be rejected, and all guaranties returned.

Should the successful bidder to whom the contract is awarded fail to execute the Construction Contract and furnish acceptable Performance and Payment Bonds and satisfactory evidence of insurance within the specified period, Tuscaloosa County, Alabama shall retain from the bid guaranty, if it is a cashier's check, or recover from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded and the amount of the bid of the next lowest responsible and responsive bidder, but not more than Ten Thousand Dollars (\$10,000). If no other bids are received, the full amount of the bid guaranty shall be so retained or recovered.