The **South Alabama Purchasing Association (SAPA)** is releasing a bid for <u>Heavy Duty Truck Parts</u>. If you should have any questions, please email: <u>Wayne@MySAPA.com</u>. All questions must be documented through email and no question will be addressed by telephone or voice mail. Any question must be clearly documented and an answer to the question will be sent as soon as possible to SAPA bidders. An attachment of the emailed question will be sent to all bidders and SAPA members. Depending upon the question or clarification needed, an Addendum may be released. The last date a question can be responded to will be <u>Monday</u>, <u>November 5th</u>, <u>2018 at 12:00 Noon</u>, <u>local time</u>.

A decision and announcement of the award of the bid <u>will not</u> be made the day of the bid opening. A bid tabulation will be posted on the SARPC/SAPA Website: <u>www.MySAPA.com</u> then click under SAPA BIDS. SAPA members will vote as soon as a tabulation is released, then a recommendation will be made by those members of the lowest qualified bidder meeting specifications. After the low bidder meeting specifications has been contacted, a contract will be executed between SAPA and the awarded bidder as soon as possible.

NOTE:

After you receive this email with the attached bid, please respond via email stating that you have received all pages, which includes the title page of the RFB along with your intent to either BID or NO-BID.

All SAPA bid openings are open to the public as bids are normally read aloud, depending upon the information that has to be read at which time, after which time the tabulation will be posted on the SAPA Website for public record.

Bid opening will be November 7, 2018 at 11:00 am, local time.

Location of bid opening:

South Alabama Purchasing Association %: South Alabama Regional Planning Commission Suite 207, 2nd Floor 110 Beauregard Street Mobile, Alabama 36633

We appreciate you bidding on the <u>Heavy Duty Truck Parts RFB</u> and look forward to working with you through the bid process.

Best Regards,

Wayne Smith, SAPA Coordinator, South Alabama Purchasing Association Email: <u>Wayne@MySAPA.com</u> An affiliate of: South Alabama Regional



Page 1 of 20 SAPA: Heavy Duty Truck Parts Bid No: SAPA 2018-10

SOUTH ALABAMA PURCHASING ASSOCIATION

110 Beauregard Street Mobile, Alabama 36633

REQUEST FOR PROPOSAL (RFB) SAPA 2018-10

HEAVY DUTY TRUCK PARTS

COMPETITIVE SEALED PROPOSALS WILL BE RECEIVED NO LATER THAN:

Wednesday, November 7th at 11:00 am, Local Time, At the Following Location:

SOUTH ALABAMA PURCHASING ASSOCIATION

C/O: SOUTHALABAMA REGIONAL PLANNING COMMISSION
110 BEAUREGARD STREET
MOBILE, ALABAMA 36633

Wayne Smith, SAPA Coordinator

Hand deliver to:
SAPA C/O: SARPC
Attn: Wayne Smith, Coordinator
110 Beauregard Street
Mobile, Alabama 36633

Mail to: SAPA C/O SARPC Attn: Wayne Smith, Coordinator PO Box 1665 Mobile, Alabama 36633

> Page 2 of 20 SAPA: Heavy Duty Truck Parts Bid No: SAPA 2018-10

SEALED BIDS will be received by the *South Alabama Purchasing Association*, hereafter known as *SAPA* with offices located at 110 Beauregard Street, Mobile, Alabama, until Wednesday, November 7th, 2018 prior to 11:00 am, local time at which time will be bids will be publically opened.

All specifications will be met as stated within this RFP for:

HEAVY DUTY TRUCK PARTS,

Bid Number: 2018-10

Questions or comments pertaining to this bid must be presented in writing and sent as an E-mail to:

Wayne Smith, SAPA Coordinator P.O. Box 1665 110 Beauregard Street, Suite 207 Mobile, Alabama 36633 E-mail: Wayne@MySAPA.com

Each bid sent is to be in a separate opaque envelope, clearly marked with the following information:

"Sealed Bid"
HEAVY DUTY TRUCK PARTS
Bid No: 2018-10
Attn: Wayne Smith,
SAPA Coordinator
P.O. Box 1665
110 Beauregard Street, Suite 207
Mobile, Alabama 36633

Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. SAPA reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of SAPA.

The company awarded the bid must present proof of having Workman's Compensation Insurance if the company's employee enters the SAPA members premises. Any firm submitting a proposal must have General Liability Insurance specifying coverage must maintain to hold any SAPA members harmless in event of an accident.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama.

INSTRUCTIONS TO BIDDER

1.1 AWARD OR REJECTION OF BIDS:

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for Bids, provided his/her bid is reasonable and it is in the interest of SAPA in accepting it. The bidder to whom the award is made will be notified at the earliest possible date. SAPA, however reserves the right to reject any and all bids, and to wave any informality in Bids received whenever such rejection or waiver is in the interest to SAPA.

1.2 EVALUATION OF BID- BASIS OF AWARD:

All purchases which are based on competitive Invitation to Bids are awarded to the lowest, responsive bidder subject to SAPA's right to reject any or all bids and to waive informality and irregularity in bids and bidding. In addition to price, consideration will be given to the following items determining the lowest, responsive bidder:

- » The best interest of SAPA members
- » The quality and performance of the goods or services to be supplied
- » Conformity to specifications
- » Delivery time (if applicable)
- » Other unique requirements outlined in the bid request
- » Comparison of two or three common items SAPA members use

1.3 COMPLIANCE:

All bid components will comply with all Federal, State and Local laws, ordinances, codes and regulations. The awarded Vendor will be responsible for insuring that all items meet specifications before delivery. Awarded vendor will make no substitutions for bid items without prior written approval of SAPA or SAPA member.

1.3.1 ORDERING:

SAPA member will place orders as needed and will not guarantee any particular quantity of parts or equipment will be ordered.

1.3.2 If Awarded Vendor fails to deliver amount ordered within a reasonable amount of time, the SAPA member reserves the right to procure needed, comparable items from another source, and may bill the Awarded Vendor for associated expenses generated by such failure.

1.4 DELIVERY:

1.4.1 All orders should be delivered as soon as possible, but not more than twenty-four (24) hours after receipt of order (ARO). Partial shipments are acceptable if authorized. Items will be delivered to the address on the Purchase Order. All freight charges must be paid by the vendor. If Equipment such as parts are delivered, an itemized delivery ticket including the purchase order will be clearly referenced thereon, to SAPA member receiving personnel for signing such ticket.

Page 4 of 20 SAPA: Heavy Duty Truck Parts Bid No: SAPA 2018-10

- 1.4.2 All invoices must agree with the purchase order in description and price and include the following information:
 - Purchase Order Number
 - Ship to department name and address
- 1.4.3 In order to ensure prompt payment, all original invoices must have a Purchase Order Number.
- 1.4.2 F.O.B. SAPA Member's location as directed by order.

1.5 MEMBER TO PICK UP PARTS:

SAPA Members may prefer to pick up parts as needed from a specified location of a storefront.

1.6 INSURANCE:

Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the SAPA Member at limits and coverage's specified herein. The SAPA Member may list "additional insured" on all applicable certificates.

1.7 PAYMENT:

Invoices, upon completion of service and delivery of materials specified in the applicable Purchase Order, Awarded Vendor will submit an invoice and signed delivery ticket to the SAPA Member's address as specified by that member. SAPA Member's Purchase Order Number must be written on all paperwork, including delivery tickets along with the invoice. Other reasonable additional instructions may be given by SAPA Member.

1.8 PROOF OF DELIVERY:

It is the responsibility of the supplier to provide proof of delivery of merchandise. Proof of delivery required would consist of a signed delivery ticket by a designated representative of the department item is delivered to.

1.9 COLLUSION:

If there is any reason for believing that collusion exists among the Bidders any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work affiliated with SAPA or the SAPA Member.

2.0 CONTRACTS

2.1 CONTRACTS

The Request for Proposal, Vendors Bid, the acceptance of the bid whether in part of whole, and the Letter of Award to the successful vendor shall constitute a contract unless otherwise noted.

2.2 Term of Contract

It is the desire of SAPA that a contract remain in effect for a period of one (1) year with an option to extend for two (2) additional years, beginning on the first day of purchase of the award subject to funding for the various "SAPA" members on a year-to-year basis if both parties agree.

2.3 Contract Commencement

Successful vendor shall immediately, upon *Notice of Award* proceed to secure any equipment, services, or other items bid, proceed with the execution of the contractual services of this proposal.

2.4 Termination of Contract

If, for any reasons, or through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, SAPA and/or the SAPA member may terminate the contract by a 30-day written notice, in whole or in part if vendor fails to perform adequately the services, terms or promises vendor proposed in their response to this RFP.

2.5 Notification of Owner Re: Termination/Expiration

Each and every policy shall contain an endorsement stating that insurance company will not, prior to completion of project of any policy expiration date shown on polity and certificate, whichever occurs first, terminate policy or change, to Owner at whose request the policy and certificates are issued.

3.0 SCOPE OF WORK

- 3.1 The attached specifications are intended and provided solely as a general and non-exhaustive expression for the intent and purpose of SAPA and the SAPA Member regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for SAPA and its members. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with their full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.
- 3.2 Parts will be supplied by one supplier only. SAPA reserves the right to terminate the contract at any time by registered letter to the supplier if specifications and conditions are not met.
- 3.2.1 If you are unable to furnish product as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Municipalities and or SAPA Members are exempt from Alabama Sales Tax by state law.
- 3.2.2 Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.

- 3.2.3 SAPA Bid Form must be filled in completely.
- 3.2.4 All pages of bid form must be returned. Any substitutions must be noted on a page describing the substituted item and reason for substituting the item.
- 3.2.5 All documents requested must be attached to the back of page of such request and acknowledgement must be made where blank appears.
- 3.2.6 A signed contractual agreement must be in place prior to beginning work or services.

4.0 MANUFACTURER/ITEM NUMBER:

Vendors must complete the MFR/ITEM NUMBER being bid for each item on the <u>Target List</u>, even if bidding the recommended MFR/ITEM NUMBER. Failure to complete this information or to bid all items on the TARGER LIST will result in bid rejection.

- **4.1** A copy of the completed Target List must also be submitted with the required copy of the bid response. Failure to submit a completed copy of the Target List will result in bid rejection.
- 4.2 <u>NOTE</u>: Unit pricing entered on the Target List must be "Cost" before the = % is added.

4.3 DESCRIPTIVE LITERATURE:

The MFR/ITEM Numbers referenced provide a level of quality and unless otherwise specified are not restrictive. Vendors bidding an alternate MFG/ITEM NUMBER may be required to provide descriptive/technical literature for evaluation. Reference to literature with a previous bid or toe a website will not satisfy this requirement. Literature, if requested, must be provided within 3 business days from the date of request. Failure to provide literature, to provide literature in a timely manner, or to provide literature which demonstrates that the bid item meets or exceeds specifications will result in bid rejection.

4.4 MATERIALS, SUPPLIES OR EQUIPMENT:

All materials, supplies or equipment being bid and delivered to the SAPA member shall be new, unused, or recent manufacture, first class quality in every respect, and suitable for their intended purpose.

4.5 CATALOGS/PRICE LISTS:

CATALOGS/PRICE LISTS must show the "COST" before the bid + % is added. CATALOGS/PRICE LISTS must be provided to SAPA at the time the bid is submitted.

BID COST SHEET

- 4.6 ALL DELIVERY COST MUST BE INCLUDED IN PRICE (UNLESS OTHERWISE NOTED).
- 4.7 BIDS MUST BE RETURNED ON ENCLOSED QUOTE SHEET WITH TOTAL UNIT COST LISTED.
- **4.8** BIDDER ACKNOWLEDGES WITH THE SUBMISSION OF A BID THAT HE/SHE HAS REVIEWED THE TERMS AND CONDITIONS OF THIS BID AND ACCEPTS THEM.
- 4.9 BID SHEETS MUST BE DATED AND SIGNED BY COMPANY OWNER OR AUTHORIZED PERSONNEL.
- 4.10 THE BIDDER ACKNOWLEDGES WITH THE SUBMISSION OF A BID THAT HE/SHE HAS REVIEWED THE TERMS AND CONDITIONS OF THIS BID AND ACCEPTS THEM. BID SHEETS MUST BE SIGNED BY COMPANY OWNER OR AUTHORIZED PERSONNEL AND NOTARIZED.

BID FORM

PROVISION OF AFTERMARKET HEAVY DUTY TRUCK PARTS

Proposed Pricing: \$CATALOG PRICE less (-) _____% DISCOUNT

Please enclose catalog with pricing. <u>TARGET LIST</u> (for evaluation purposes only)

DESCRIPTION	RECOMMENDED MFR/ITEM NO:	MFG/ITEM NO. BEING BID:	U/M	FINAL PRICE
Air Tanks	Federal Hose/DRC601-4 Drain Cock 1/4		Each	
Break Drum	Webb OTR 1601B		Each	
Break Drum	Webb 66864B		Each	
Break Drum	Webb 65152		Each	
Spring Break	Ranger Brake BR3030SB		Each	
Spring Break	BN3636SB		Each	
Spring Break	Ranger Brake OTR3030SB		Each	
Brake Shoe	Meritor SDA4707Q		Each	
Brake Shoe	XK3124715QP		Each	
Brake Shoe	XK2124515Q		Each	
Hood Strap	Doorman HUN66D638		Each	
Wiper Blades	ANCO91-16		Each	
Hub Cap Plug	Prima PL5990		Each	
Pigtail RT Angle S/T/T 3 Wire 3 Prong	Primstronics PT4993		Each	
Clamp 3-3/4 to 4-5/8 Constant Torque	Federal Hose CT450LSS		Each	
Filters	P607955		Each	
	P634517		Each	
	P553000		Each	
	P550428		Each	
	P554685		Each	
	P547520		Each	
	P629641		Each	
	FLEETGUARD FF63009		Each	
	ALLIANCE ABPN122-R50550		Each	
	ALLIANCE ABP/N10G-36000006		Each	
	DETROIT DDE R61709		Each	
Filter, High Velocity Dual Flow	Baldwin BD7154		Each	

DESCRIPTION	RECOMMENDED MFR/ITEM NO:	MFG/ITEM NO. BEING BID:	U/M	FINAL PRICE
Filter, High Efficiency Fuel	Baldwin BF7587		Each	
Filter, Coolant Spin-on	Baldwin BW5071		Each	
Convex Marrow, 6-in.	Primatronics PTM9206		Each	
LED Kit Oval Flashing 4-in.	Federal Signal 607101-02		Each	
Clearance Marker Lamp	Truck Lite 30200R		Each	
Rotating Bar Pin End Bushing	Hendrickson 34013-188L		Each	
Grit Guard Hub Steal Set Drive Axle	Stemco 392-9131		Each	
Heavy Duty Anti-Spray Flap	Global Tech GT-2430HD		Each	
DEF Filter	Navistar 5010853R1		Each	
		TARGET LIST TOTAL		\$

PROVISION OF AFTERMARKET HEAVY DUTY TRUCK PARTS

5.0 PRICE & DELIVERY

Aftermarket Heavy Truck Parts

- **5.1** Prices shall be firm, net, delivered prices, F.O.B. destination of SAPA Member.
- **5.3** QUANTITIES: The SAPA Member does not guarantee that they will procure any set quantities.

BID RESPONSE FORM

Bid Number: 2017-06 "Heavy Duty Truck Parts"

Date:						
Out of State:Yes	or No	_ If yes,	egistration	Number		
Company Name:					_	
Address:					_	
City/State/Zip:					_	
Company Representat	ive:(Na	me Typed o	or Printed)		-	
Position:			_			
Phone:			_			
Email:						
Financing through and	ther agency besid	le yourself _	Yes or _	No		
If yes, you must attach	a copy of the fina	incing agre	ement and	all condit	ions to thi	s response form
Financing Agency Au	 uthorized Signatur	<u></u>				

AFTERMARKET HEAVY DUTY TRUCK PARTS

SAPA or its members do not guarantee that any set quantity will be purchased.

Bid Form must be filled in completely.

- All pages of this Bid Response Form, and additional requested pages, if any, must be returned.
- Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.

NOTE: Awarded vendor must hold bid pricing for a minimum of 90-days.

Receipt of the following Addenda (if issued) to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDEMDUM NO:	ADDENDUM NO:	ADDENDUM NO:	ADDENDUM NO:
DATE ISSUED:	DATE ISSUED:	DATE ISSUED:	DATE ISSUED:

Each bid must give the full business address of the bidder and must be signed by he/she with their usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed by the legal name of the corporation followed by the name of the State of Incorporation and by the signature designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president", "secretary", "agent", or other designation without disclosing his/her principal, may be held to be the bid of the individual signing.

The undersigned agrees to furnish the goods/services as requested by you for SAPA in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications.

THIS MUST BE NOTORIZED (See next page)

Page 12 of 20 SAPA: Heavy Duty Truck Parts Bid No: SAPA 2018-10

Bid Number: 2018-10 "Heavy Duty Truck Parts"

Notary for Individual or	Corporation		
STATE OF	}		
COUNTY OF	}		
I, the undersigned auth	ority in and for said State and	d County, hereby certify tha	at
as	respectively, of _		whose name is
	document and who is known contents of the document they		
Given under my hand a	and Notary Seal on this	day of	, 2018.
	NOTAF	RY PUBLIC	
	MY CC	MMISSION EXPIRES:	//
Seal:			

6.0 **INSURANCE**

6.1 INSURANCE REQUIREMENTS

Awarded Contractor, at its sole expense, shall obtain and maintain in full force the following Insurance to protect the Contractor and SAPA and its members at limits and coverage's specified herein.

All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to SAPA. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to SAPA for prior approval.

6.2 IF PRODUCT IS DELIVERED, NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY SAPA.

6.3 Worker's Compensation and Employer's Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employer's Liability: \$100,000; each accident: \$100,000; each employee:

\$500,000 Policy Limit

6.4 Commercial General Liability

Coverage on an Occurrence from with a combined single limit of (Bodily Injury and Property

Damage combined as follows: Each occurrence: \$1,000,000

Personal and Advertising Injury: \$1,000,000

Products/Completed Operation Aggregate: \$2,000,000

General Aggregate: \$2,000,000

Coverage to include:
Premises and operations
Personal injury and Advertising Injury
Products/completed operations
Independent Contractors

Explosion, Collapse and Underground hazards

Broad Form Property Damage

Blanket Contractual Liability

Railroad Protective Liability Insurance if work involves construction, demolition, or maintenance operations on or within 50-feet of a railroad.

6.5 Automobile Liability

Covering all owned, non-owned and hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily injury and property damage per occurrence.

6.6 Certificates of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to SAPA and its member using contract.

7.0 Alabama Immigration Act Contract Requirements

7.1 Background

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as Amended by Act No 2012-491, Code of Alabama (1975) Section 31-13-1 through Section 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with SAPA. All business entities entering into contracts with SAPA or its members will comply with the Alabama Immigration Act.

7.1.2 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

7.1.3 BUSINESS ENTITY

Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

- 7.1.3.1 Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- 7.1.3.2 Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

7.1.4 CONTRACTOR

A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

7.1.5 EMPLOYEE

Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

7.1.6 EMPLOYER

Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

7.1.7 E-VERIFY

The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the *United States Department of Homeland Security*, or its successor program.

7.1.8 STATE-FUNDED ENTITY

Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

7.1.9 SUBCONTRACTOR

A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

7.1.10 UNAUTHORIZED ALIEN

An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3).

8.0 Mandatory Clause

All contracts or agreements, to which the state, a political subdivision, or state-funded entities are a party, shall include the following clause:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

8.1 Contracts Involving Business Entity, or Employer

Page 16 of 20 SAPA: Heavy Duty Truck Parts Bid No: SAPA 2018-10 As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

8.2 Contracts Involving Subcontracting

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

8.3 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.

INVITATION TO BID SUMMARY Bid Number SAPA 2018-10 HEAVY DUTY TRUCK PARTS

Invitation for Bid:	Bid No. SAPA 2018-10 - Heavy Duty Truck Parts			
Issue Date:				
Deadline for Questions Date:				
SAPA Web Site:		www.sarpc.org Choose SAPA BIDS		
Copies of Bid:		One (1) original, One (1) copy		
Contact:		Wayne Smith SAPA Coordinator Email: Wayne@mySAPA.com		
SAPA address for BID submittals or hand delivered (UPS, FED EX,		Wayne Smith, SAPA Coordinator % SARPC 110 Beauregard Street Mobile, Alabama 36633		
	END OF INVITA	ATION SUMMARY		
	BIDDER IN	IFORMATION		
Bid No. SAPA 2018-10 - H	eavy Duty Truck Parts	<u>s</u> _		
NOTE: This Section must be p	orinted, completed an	d turned in with your bid response		
Business Organization				
Name of Bidder (exactly as it app	ears on W-9):			
Doing-Business-As Name of Bidd	ler:			
Principal Office Address:				
		umber:		
Email address:				

Page 18 of 20 SAPA: Heavy Duty Truck Parts Bid No: SAPA 2018-10

	Form of Business En	ntity [mark one ("X") Corporation Partnership Individual Joint Venture Other (describe):		
Corporation Statement				
If a corporation, answer t	he following:			
Date of incorporation: _				
Location of incorporatio	n:			
The Corporation is held	: Publicly Privately			
Partnership Statement				
If a partnership, answer	the following:			
Date of organization:				
Location of organization	1:		 	
The partnership is:	General Limited			
Joint Venture Statement If a Joint Venture, answ	er the following:			
Date of organization: _				
Location of organizatio	n:		 · · · · · · · · · · · · · · · · · · ·	
JV Agreement recorded	d? Yes No			
Contact Name		_ E-email		
Cell Phone		Office Phone		

END OF BIDDER INFORMATION SECTION

This contract will be available to all current SAPA members and any new members upon approval by SAPA Chairman.

Members:

Rachel Keith City of Foley

Rustee Karolyi City of Robertsdale
Tammy Smith City of Bay Minette

Kathryn Saucier South Alabama Regional Planning Comm.

Susan Holland Mobile County Commission

Vicki Miller City of Satsuma
Suzanne Henson City of Daphne

Wanda Gautney (SAPA Vice-Chairperson) Baldwin County Commission

Earl Bolden Daphne Utilities

Renee Eberly (SAPA Chairperson)

City of Orange Beach

Temple Smith

City of Gulf Shores

Lisa Russell Mobile Area Water & Sewer System

Clint Steadham or Randy Weaver City of Fairhope

Thomas Waters Baldwin County Board of Education

Tracy Rogers North Baldwin Utilities

Paige Walding City of Saraland

Tiffany Lynn Town of Summerdale