

PUBLIC NOTICE

INVITATION TO BID

Sealed bids will be received, opened, and read aloud in public session for the purchase of one (1) **NEW SUV** and three (3) Sedans for the SOUTH ALABAMA REGIONAL PLANNING COMMISSION, MOBILE, ALABAMA at **11:00 A.M. on Wednesday, May 2, 2018**, at the South Alabama Regional Planning Commission, 110 Beauregard Street, Mobile, Alabama.

Bid specifications may be obtained from the South Alabama Regional Planning Commission, 110 Beauregard Street, Mobile, Alabama, Monday through Friday, 8:00 am until 4:30 pm or on the SAPA Website, www.MySAPA.com

Sealed bids may be mailed or delivered directly to the South Alabama Regional Planning Commission prior to the public opening. All sealed bids must be clearly and legibly marked "SEALED BID," the bidder's name, the name of the bid, and the opening date and time. Contact Wayne Smith at: Wayne@MySAPA.com with any questions.

Sealed bids must be mailed to the following address:
South Alabama Regional Planning Commission
Attention: Robbie Young
P.O. Box 1665
Mobile, Alabama 36633

Or hand delivered to:
South Alabama Regional Planning Commission
Attention: Robbie Young
110 Beauregard Street
Mobile, Alabama 36633

Be advised that overnight delivery by express or courier to this address is not guaranteed. Faxed bids will not be accepted.

The lowest responsive, responsible bid will be accepted with key consideration based upon best value and benefit to the public. The South Alabama Regional Planning Commission reserves the right to reject any and all bids, to waive any irregularity in the bids received, and to accept or reject any items of the bid for the benefit of the public. No conditional bids will be accepted. No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.

THE SOUTH ALABAMA REGIONAL PLANNING COMMISSION, MOBILE, ALABAMA

INVITATION TO BID
Bid No. 2018-03

INVITATION TO BID DATE: **April 24, 2018**

BID TITLE: **New SUV, New SEDANS**

PLACE OF BID OPENING: **SOUTH ALABAMA REGIONAL PLANNING COMMISSION,**
110 Beauregard St., Mobile, AL

BIDS MUST BE RECEIVED BEFORE: **May 2, 2018 at 11:00 A.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **May 2, 2018 at 11:00 A.M. (Central)**

Sealed bids will be received by the South Alabama Regional Planning Commission in Mobile, Alabama at the above address at the time and date at which time they will be opened as soon thereafter as practicable.

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; tax exemption certificates furnished upon request. The South Alabama Regional Planning Commission reserve the right to accept or reject all bids or any portion thereof. The South Alabama Regional Planning Commission reserves the right to require a bid bond, in which case specific information shall be provided the bid documents.

ALL BIDS MUST BE RETURNED AS FOLLOWS:

All bidders must use the bid form provided in the bid documents and show on the envelope "SEALED BID," the bid title, the bidder's name, and the opening date and time. Each bid must be in a separate envelope.

U.S. POASTAL SERVICE
South Alabama Regional
Planning Commission
P.O. Box 1665
Mobile, Alabama 36633
Attn: Robbie Young

DELIVERY ADDRESS
South Alabama Regional
Planning Commission
110 Beauregard Street
Mobile, Alabama 36633
Attn: Robbie Young

1. Contact **Robbie Young** at 251-433-6541 or email: ryoung@sarpc.org for questions concerning the technical specifications.
2. Contact Wayne Smith, Coordinator, South Alabama Purchasing Association, Wayne@MySAPA.com for questions concerning technical specifications or general bid procedures.

OPTION A – 2018 Ford or Chevrolet SUV, as specified – or equal to

Year: _____ / Make: _____ / Model: _____ / Color: _____ \$ _____

OPTION B – 2018 Chevrolet Malibu – or equal

Year: _____ / Make: _____ / Model: _____ / Color: _____ \$ _____

OPTION C – 2018 Hyundai Sonata or a Hyundai Tucson - or equal to

Year: _____ / Make: _____ / Model: _____ / Color: _____ \$ _____

OPTION D – 2018 Hyundai Sonata or a Hyundai Tucson - or equal to

Year: _____ / Make: _____ / Model: _____ / Color: _____ \$\$ _____

OPTION E – 2018 Toyota Corolla, Toyota Camry or Toyota Rav4 – or equal to

Year: _____ / Make: _____ / Model: _____ / Color: _____ \$ _____

OPTION F – 2018 Toyota Corolla, Toyota Camry or Toyota Rav4 – or equal to

Year: _____ / Make: _____ / Model: _____ / Color: _____ \$ _____

OPTION G – 2018 Toyota Corolla, Toyota Camry or Toyota Rav4 – or equal to

Year: _____ / Make: _____ / Model: _____ / Color: _____ \$\$ _____

OPTION H – 2018 Ford Fusion or Ford Escape – or equal to

Year: _____ / Make: _____ / Model: _____ / Color: _____ \$ _____

OPTION I – 2018 Ford Fusion or Ford Escape – or equal to

Year: _____ / Make: _____ / Model: _____ / Color: _____ \$ _____

PLEASE NOTE: SARPC is interested in receiving any Fleet Discount Options. Any discount options may be included on the next page. SARPC presently has a fleet of thirteen (13) vehicles. SARPC is purchasing four (4) new vehicles and will be selling at least one (1) or two (2) vehicles which will give SARPC from 15 to 16 total vehicles available for a fleet discount.

Note: Vendors may submit more than one bid. Use additional bid forms if you choose to bid more than one option for Options "A" through "I".

Days to Deliver after Receipt of Purchase Order: _____

Please Note: The Time of delivery is a major factor in the acceptance of this bid.

Warranty

Manufacturer warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to the utilization of the warranty provided must be specified.

Documentation:

Specifications for the proposed vehicle must be attached to the bid.

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Note: If no addenda have been received, write in "none."

Company Name

Company Representative

Street Address

Title

City, State, Zip

Phone

Federal Employer ID No. (if no FEIN, enter SSN)

Email

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the South Alabama Regional Planning Commission. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DAY OF

_____, 20_____.

Company Name

Authorized Signature (INK)

Mail Address

Typed Authorized Name

Notary Public

City, State, Zip

Title

Commission Expires

Phone Including Area Code

Fax Number

PAGES 3 & 12 MUST BE RETURNED IN SEALED BID

BID SPECIFICATIONS

A. Scope of Work

The successful bidder shall provide one (1) **New SUV**, and three (3) **NEW SEDANS** per the following bid specifications to the *South Alabama Regional Planning Commission* otherwise known as **SARPC**. Lump sum bid pricing shall be firm, net, delivered pricing. SARPC is tax exempt.

B. Use of Brand Names in Bid

The use of any brand name and/or product numbers is to establish industry standards and minimum specifications. Other brands may be considered for review if detailed product information and specifications outlining any and all differences are included in the bid.

C. Minimum Specifications

All vehicles offered shall have the following:

- Gasoline Fuel
- Automatic Transmission
- Air Conditioning
- Power Locks & Windows
- Color shall be of a neutral color such as tan, silver, white, black, etc. No red, green, blue, etc.

D. Title Application

Vehicle Titles shall be issued to:

South Alabama Regional Planning Commission
110 Beauregard Street
Mobile, AL 36633

E. Delivery

Delivery terms shall be FOB destination, freight prepaid and allowed. Deliver to Address:

South Alabama Regional Purchasing Commission
110 Beauregard Street
Mobile, AL 36633

F. Documentation

The successful bidder shall include all documents, manuals, parts lists, and other printed material relating to the operation and maintenance of the equipment with the delivery of the vehicle. Digital format is acceptable.

G. Business License Requirements

If delivering into City limits, the successful bidder will be required to have a *City of Mobile Business License*. A business license for the vendor is not required if third party shipping is used.

GENERAL INSTRUCTIONS FOR BIDDERS

1.0 INTRODUCTION

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by the South Alabama Regional Planning Commission, otherwise known as SARPC. Applicability of general conditions as stated below shall be determined by SARPC. All bids must be submitted on and in accordance with the instructions provided by SARPC.

2.0 BID DOCUMENTS

A complete set of Bid Documents is included herein. The date, time, and place of a bid opening will be given in the Invitation to bidders. Copies of the complete set of Bid Documents may be inspected and/or obtained at the following location:

South Alabama Regional Planning Commission
110 Beaugard Street
Mobile, Alabama 36633

Or downloaded from the SARPC/SAPA website:
www.MySAPA.com, see "Bids"

3.0 EXAMINATION OF DOCUMENTS

- 3.1 Carefully examine the Bid Documents.
- 3.2 Bids shall include all costs required to provide the requested materials and to execute the work under the existing conditions.
- 3.3 No charge will be allowed for federal, state, or municipal sales and excise taxes since members of the SARPC are exempt from such taxes.
- 3.4 Extra payments shall not be made for conditions which can be determined by examining the documents and the site.

4.0 INTERPRETATIONS AND ADDENDA

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the SAPA Coordinator or Robbie Young with SARPC at the email or phone number already given in the first part of this document.
- 4.2 The SAPA Coordinator will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
-Addenda will be posted on the SARPC/SAPA website at: www.MySAPA.com.
- 4.4 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 4.5 SAPA or SARPC is not responsible for any oral instructions.

5.0 PREPARATION OF BID

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." SARPC will check the total sum printed by the Bidder, and, in case of error or discrepancy, the total sum printed by the Bidder listed in the bid shall prevail and this shall be the Contract Bid Price.
- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.
- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
 - The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
 - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

6.0 DELIVERY AND SUBMISSION OF BID

- 6.1 Each bid shall be placed, together with the Bid Bond, if applicable, in a sealed envelope. Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the title of the bid, and the opening date and time.
- 6.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 6.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

7.0 MODIFICATIONS AND WITHDRAWALS OF BIDS

- 7.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 7.2 Bids may not be modified after submittal.
- 7.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 7.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

8.0 RIGHT TO REJECT BID

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by SARPC, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. SARPC reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

9.0 BASIS OF AWARD

All purchases which are based on competitive Invitations to Bids are awarded to the lowest, responsive bidder subject to SARPC 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 when determining the lowest, responsive bidder:

- The best interests of SARPC or its members;
- The quality and performance of the goods or services to be supplied;
- Conformity to specifications;
- Delivery time; and
- Other unique requirements outlined in the bid request.

10.0 CONTRACT

- 10.1 The Bid Form shall constitute a contract with the successful bidder and bind the successful bidder to furnish and deliver at the prices and in accordance with the conditions of the bid.
- 10.2 The placing in the mail a notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of bid.
- 10.3 If the successful bidder fails to deliver within the time specified or within reasonable times as interpreted by SARPC, or fails to make replacement of rejected articles when so requested immediately or as directed by SARPC may purchase from other sources to take the place of the item rejected or not delivered. SARPC reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.
- 10.4 A contract may be canceled for non-performance.
- 10.5 No items are to be shipped or delivered until receipt of an official purchase order from SARPC.
- 10.6 It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract of bidders right, title or interest therein, or bidders power to execute such contract to any other person, company, or corporation without the previous written consent of SARPC.

11.0 GUARANTEES BY THE SUCCESSFUL BIDDER

The successful bidder guarantees:

- Products against defective material or workmanship and to repair or replace any damages or marring in transit;
- To furnish adequate protection from damage for all work and to repair damages of any kind for which the bidder or bidder's workers are responsible to the building, grounds, or equipment;

- To carry adequate insurance to protect SARPC, or the members from loss of property and/or life in cases of accident, fire, or theft;
- That all deliveries will be equal to bid samples (if applicable).

12.0 PAYMENT

The Bidder may submit an Application for Payment for provided materials in accordance with the accepted Unit Prices. Payment shall be made to the Bidder within thirty (30) days of receipt and approval of Application for Payment.

REQUIREMENTS FOR CONTRACTS AND PURCHASES

Effective January 1, 2012 under the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act,” Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by SARPC or the SAPA member after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Wayne Smith, SAPA Coordinator or Robbie Young, Director of Administration of SARPC at the previous contact within this document.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by SARPC, I hereby attest that in my Capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____