STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

REQUEST FOR BIDS #148-MAINT-012

PROJECT: Purchase of a Bucket Truck

USING AGENCY: Asheville City Schools ISSUE DATE: 3/25/2022

Bids subject to the conditions made a part hereof will be received until 2:00 pm, Friday, April 8, 2022, for the purchase of a 2022 Ford F550 Bucket Truck for Asheville City Schools with the minimum specifications detailed herein.

All Bids must be sent to the Purchasing Clerk at the address or email address provided below using the Bid Form on pages 2 and 3 of this solicitation:

Asheville City Schools

Attn: Chris Pohlman, Purchasing Phone: 828-350-6101 85 Mountain Street Fax: 828-251-4915

Asheville, NC 28801 Email: chris.pohlman@acsgmail.net

Direct bidding and document questions, specifications, and technical questions concerning this Request for Bids to:

Chris Pohlman, Purchasing Clerk

Office: 828-350-6101

Email: chris.pohlman@acsgmail.net

THE PROCUREMENT PROCESS

The following is a general description of the process by which a bidder will be selected to provide products and/or services.

- 1. Request for Bids is issued to prospective contractors.
- 2. The deadline for written questions is three days prior to the due date.
- 3. Bids shall be signed and dated by an official authorized to bind the firm. Unsigned bids will not be considered.
- 4. All bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this Request for Bids.
- 5. Bids will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous to the State.
- 6. Offerors are cautioned that this is a request for bids, not a request to contract, and the State/Asheville City Schools reserves the right to reject any and all unqualified offers when such rejection is deemed to be in the best interest of the State.

BID FORM

#148-MAINT-012

Purchase of a Bucket Truck DUE DATE: 4/8/2022 by 2:00PM

Minimum technical specifications for (1) one 2022 Ford F550 Bucket Truck for Asheville City Schools are listed below. Equipment shall be new, unused and untitled production model. All Federal, State, and OSHA requirements and standards shall be met.

Review of bid specification sheets will focus on the compliance column with deviations noting where specifications exceed minimum requirements ONLY. Compliance deviations that do not meet or exceed the minimum request will not be accepted.

NOTE: All bidders shall respond to each category below. Any 'no' responses or deviations shall be explained in the space provided. If it complies, put a check mark in the appropriate box.

SPECIFICATION	COMPLIES	IF NO: DEVIATES AS NOTED
2022 Ford F550		
4 Wheel Drive		
Diesel 6.7 Liter		
Automatic Transmission		
Service Bed		
36' to 41' Working height to bottom of platform		
26' to 31' Side Reach		
Insulated Bucket, 350lb minimum weight capacity		
Material Boom Lift, 400lb minimum lift capacity		
Manufacturer's Warranty		

[BID FORM CONTINUED ON NEXT PAGE]

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Offeror:			
Address:			
City/State/Zip:		Phone:	
Fed ID No:	MBE Status:	Fax:	
Email:		_	
Therefore, in compliance with this Req agrees, if this bid is accepted, to provid	-	ect to all conditions herein, the undersigned I herein for the following price:	l offers and
Vehicle Unit Price (pre-tax):	\$	Total	
Vehicle Extended Price	\$	Total	
Delivery to Asheville City Scho	ool within cal	endar days after receipt of the final, approv	ed order.
Agreed By: (Signature)		Date:	
Printed Name		Title:	

END OF BID FORM

1. VEHICLE SPECIFICATIONS

The minimum specifications for the vehicle are as follows:

- Telescopic/Articulating Ariel Lift;
- 2022 Ford F550:
- 4 Wheel Drive;
- Diesel 6.7 Liter;
- Automatic Transmission;
- Service Bed;
- 36' to 41' Working height to bottom of platform;
- 26' to 31' Side Reach;
- Insulated Bucket with 350lb minimum weight capacity; and
- Material Boom Lift with 400lb minimum lift capacity.

All bids are to be submitted in accordance with these specifications and with the conditions stated herein.

2. NOTICE TO BIDDERS

All bids are subject to the conditions herein. Bids received should not have any additional terms and conditions attached. Asheville City Schools will not evaluate or consider any additional terms and conditions submitted with a bidder's response. It shall be the bidder's responsibility to read this entire document and comply with all requirements specified herein.

3. CLARIFICATIONS/EXCEPTION REQUESTS

Requests for changes in specifications, approved equals, questions, and/or clarifications, must be received by Asheville City Schools via email to Chris Pohlman, Asheville City Schools Purchasing Clerk, at chris.pohlman@acsgmail.net no later than Friday April 1, 2022 at 3:00pm.

Any request for changes to specifications or an approved equal, must be fully supported with technical data, test results, or other pertinent information and evidence that the substitute offered is equal to, or better than, the specification requirement or your request will not be considered. Bidder's failure to request exceptions to specification or approved equals as stated herein will be interpreted as the bidders' intent to comply fully with the requirements as written. Conditional or qualified bids shall be considered non-responsive.

Any approved changes or approved equals will be made public as an addendum to this solicitation, if applicable.

4. SUBMITTAL OF BIDS:

All bids must be submitted using the Bid Form included in this solicitation and should be submitted to Chris Pohlman, Asheville City Schools Purchasing Clerk. Bids may be submitted in person, by mail, or via email. Bids that are submitted in person or by mail shall be fully sealed and addressed to the following address.

Chris Pohlman c/o Asheville City Schools Attn: 148-MAINT-012 85 Mountain St Asheville, NC 28801

Bids that are submitted by email should be clearly labeled with **148-MAINT-012** included in the subject line of the email and sent to chris.pohlman@acsgmail.net.

Please note that it is the responsibility of the bidder, regardless of the approved method of delivery the bidder chooses, to ensure that the bid is received on time. Late bids will not be accepted. Bids submitted without the Bid Form included in this solicitation will be considered non-responsive.

5. **CONDITION**

Equipment shall be new, unused and untitled production model.

6. **DELIVERY OF VEHICLE**

Delivery shall be made FOB destination to the following address no later than the date noted by the bidder on the Bid Form:

Asheville City School Maintenance Attn: Kristy Coats 100 Westside Dr Asheville, NC 28806

7. INSPECTION, PERFORMANCE TEST, AND ACCEPTANCE

All components of the vehicle should be fully functional at the time of delivery.

Upon delivery, the vehicle will be subject to inspection to verify conformance with specifications by the staff of Asheville City Schools. The item offered for bid must meet or exceed these specifications as agreed to and stated by the bidder. The bidder will bear the cost if the truck does not meet specifications.

The acceptance inspection and performance testing will not take more than 30 working days, weather permitting. Any defects or failure of equipment to perform or comply with any requirements of the specifications must be immediately remedied by the bidder at the bidder's own expense prior to acceptance by Asheville City Schools.

At its option, and in lieu of immediate termination, Asheville City Schools may request the awarded bidder to repair or replace any defective goods or correct performance by written notice to the awarded bidder. In that event, the awarded bidder shall take corrective action within 30 days.

8. **EVALUATION**

If, in the opinion of Asheville City Schools, a bid contains false or misleading statements or references that do not support a function, attribute, capacity, or condition as contended by the bidder, the entire bid may be rejected.

The evaluation of bids is based on the lowest, responsive, responsible bidder that meets specification requirements and taking into consideration past performance, service record, and reliability. Asheville City Schools reserves the right to waive minor deviations in its judgment, if to do so would be in the best interest of Asheville City Schools.

If there is a discrepancy between unit price and extended price, the unit price will prevail.

All bids shall be made firm for no less than 60 days following the bid opening date. Discount Terms are NOT a consideration in awarding.

Asheville City Schools reserves the right to accept or reject any or all bids and specifically reserves the right to make the award in the best interest of Asheville City Schools. When there are options on equipment, bid awards will be based on Lowest Base Price plus Options of the lowest responsive, responsible bidder.

9. **NONDISCRIMINATION**

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

10. HISTORICALLY UNDERUTILLIZED BUSINESSES

Pursuant to General Statute 143-48 and Executive Order #150, Asheville City Schools invited and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

11. INDEMNITY

The Awarded Bidder shall indemnify and save harmless Asheville City Schools, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees that are proximately caused by the negligent acts or omission of the Awarded Bidder, its officers, agents, servants, and employees; provided, however, that the Awarded Bidder shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the Asheville City Schools, its officers, agents, servants and employees.

12. **TERMINATION**:

Asheville City Schools may terminate this agreement at any time prior to the final acceptance of the vehicle by written notice.

13. TAXES

All tax imposed upon the purchase shall be shown as separate items and in no case included with Unit Price bid

14. TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of Asheville City Schools, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.