

## INVITATION TO BID SCC 24/25 – 01BOE COUNTY/GOVERNMENT FLEET VEHICLES ISSUE DATE: NOVEMBER 22, 2024

#### ADVERTISEMENT

The St. Clair County Board of Education (SCCBOE) is seeking bids for:

#### 2024 FULL SIZE SUV

Interested parties may receive a copy of this Invitation to Bid (SCC 24/25 – 01BOE County Fleet Vehicle) on the SCCBOE website, www.sccboe.org, under the Transportation tab.

#### Deadline for submitting BID: SCC 24/25 – 01BOE is Wednesday, December 4, 2024 at 9:00 A.M.

Fully completed bid submissions must be delivered by bid day opening in a **sealed envelope** marked on the lower left-hand corner of the envelope as follows:

BID: SCC 24/25 - 01BOE COUNTY FLEET VEHICLE BID OPENING: WEDNESDAY, DECEMBER 4, 2024 AT 9:00 A.M. YOUR COMPANY NAME

The sealed, marked envelope containing the bid submission should be addressed to:

St. Clair County Board of Education - Annex 175 College Street Odenville, AL 35120

All bids must be signed by an authorized representative of the Contractor/Vendor in spaces provided within this Invitation to Bid and must be returned with this Invitation to bid. BID: SCC 24/25 – 01BOE, COUNTY FLEET VEHICLE will be publicly opened and read at the Bid Opening: Wednesday, December 4, 2024 at 9:00 A.M. located in the Annex Conference Room (175 College Street, Odenville, AL 35120)

All inquiries and requests for information regarding Invitation to Bid shall be directed to Christopher Qualls at 205-629-6255 or christopher.qualls@sccboe.org. Please note the awarded bidder will be notified within 48 hours following board approval.

## SPECIFICATIONS, CONDITIONS, AND INSTRUCTIONS

## BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS, AND INSTRUCTIONS FOR FUTURE REFERENCE.

The specifications and bid information attached should be read carefully. All information asked for in this Invitation for Bid, including all documents, procedures, insurance certificates, and any other information asked for must accompany the bid. Failure to include any asked for information may result in the bid being declared non-responsive and disqualified from consideration. All bids must comply with the Alabama State Bid Law.

#### GENERAL INFORMATION

- A. Bidder/Vendor must use our form for submitting their bid.
- B. All bid envelopes must be sealed and marked with the following in the lower left-hand corner: Bid #, Name of the bid, opening time and date, and company name. Late bids WILL NOT BE OPENED.
- C. These specifications, conditions, and instructions are in addition to and are part of the instructions and conditions that appear on the printed St. Clair County Board of Education Bid Form and shall govern the selection of the items listed.
- D. All bids shall be returned on the forms provided.
- E. All bid forms must be signed by the vendor. If not signed, the bid will be considered non-responsive.
- F. Any necessary amendments to this Bid will be posted on our web page at www.sccboe.org. While St. Clair County Board of Education will make an effort to communicate all amendments, monitoring the web page for amendments will be considered the Bidder/Vendor responsibility.
- G. The bidder must have necessary business licenses as required by the State, County, and City.
- H. Any bid received after the designated time and date may not be considered and may be returned to the bidder unopened.
- I. Any bid may be withdrawn prior to the deadline listed; however, after a bid has been opened it may not be withdrawn.
- J. All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this Invitation to Bid, except copyrighted material, shall become the property of St. Clair County Board of Education, regardless if a Consulted is selected.
- K. St. Clair County Board of Education is not responsible for delays by the Air Courier, Delivery, or Messenger Service, Us Postal Service, the internal mail delivery system of St. Clair County or any other means of delivery employed by the bidder. Bidders are encouraged to call Christopher Qualls at 205-629-6255 or email christopher.qualls@sccboe.org to ensure mailed bids have been received. Similarly, St. Clair County Board of Education is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. LATE BIDS WILL BE RETAINED IN THE FILE, UNOPENED.
- L. Bids must be prepared in ink. Bids submitted in pencil will not be accepted.
- M. St. Clair County Board of Education reserves the right to evaluate each bid for comparison. Bids submitted that have greater specifications than what is listed below will be considered and may be accepted even if it is not the lowest bid.

## TAX EXEMPTION

A. St. Clair County Board of Education is tax exempt under State and Federal law. Bids should not include State Sales Tax, Federal Excise Taxes, or any other fee.

## SUBSTITUTIONS

A. The item, manufacturers or brands listed in this "Invitation to Bid" have proven to be of a grade, quality and availability which are acceptable to the St. Clair County Board of Education. Therefore, substitutions for the product specified will not be considered. Only those products that meet or exceed the product and performance specifications as an equal will be considered. When submitting an item as an equal, you should provide a comparison of the specifications for the equal versus the product specified on the form included. <u>The burden of proving a product as an equal to that specified shall fall to the vendor submitting the proposal.</u>

#### UNSATISFACTORY PRODUCT

A. After the award of the bid, on the rare occasion when a substituted product submitted as an equal does not meet expectations for St. Clair County Board of Education, bidder must replace this item with one found to be satisfactory. Failure to provide a satisfactory substitute will be sufficient reason to terminate this contract.

#### DISQUALIFICATION OF BIDS

Bids may be disqualified before the awarding of the contract for any of the following:

- A. Failure to mark envelope as required.
- B. Failure to include requested information or other details of the bid.
- C. Excessive errors.
- D. Failure to have an original signature on the Bid Form, a faxed copy is not acceptable.
- E. The failure to include the acknowledgement of addendum form (if applicable).
- F. This bid shall not be altered by the bidder/Vendor in any way. Any and all changes from those specified shall be listed as deviation. Failure to abide by this requirement may result in the bid being disqualified from consideration.

#### METHOD OF AWARD

- A. The award will be made in accordance with the Code of Alabama 1975 Section 41-16-50.
- B. The decision of St. Clair County Board of Education will be final.
- C. Quality, conformity to specifications, purpose for which required, terms of delivery, past service and experience are among the factors that may be considered in determining the responsible bidder.
- D. In the event the low bidder refuses to accept the entire requirements in a category without deviation, the bid will then be considered non-responsive, and the bid may be awarded to the next lowest bidder meeting specifications and requirements.

- E. Award will be made on unit price basis, extended price basis, or in any manner that will best serve the interest of St. Clair County Board of Education.
- F. Records showing successful Bidder/Vendor and prices quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file.
- G. A post bid conference may be required to ensure compliance and capability of responsible bidder to complete requirements of the bid.
- H. Bid awards are not official until approved by the St. Clair County Board of Education.
- I. If only one bid is submitted, thus creating a non-competitive bid situation, the bid may be rejected, negotiated, or extended by the bidding agent in such manner as to obtain additional bids.
- J. St. Clair County Board of Education reserves the right to accept or reject any or all bids.

## CONTRACT PERIOD

A. **The pricing submitted must be effective for three months from date of award.** Additional purchases may be made as needed throughout the contract period.

## PRICING AND QUANTITY

- A. Quantity is one; however, may buy more throughout the contract period. St. Clair County Board of Education does not obligate itself to purchase any stated quantity; however, the price offered per item must be allowed throughout the contract period.
- B. Prices are to be quoted by the "unit" as described in the bid information.
- C. The School System shall be notified immediately regarding any manufacturer's price decrease affecting an item included in the contract. The School System shall receive the benefit of the decrease as soon as possible in accordance with the written notification from the contract vendor.
- D. St. Clair County Board of Education reserves the privilege to re-bid any items if price fluctuations are beyond amount anticipated or negotiations are unsatisfactory.
- E. Prices offered on the bid proposal shall be firm and shall not deviate from the agreement prices once accepted by St. Clair County Board of Education.

## CASH ALLOWANCES

A. This agreement contains no provision for cash allowance or advances.

## PAYMENT PROCEDURES

- A. Bidder must submit a W9 form to be added as an approved vendor.
- B. The bid amount will be used to request a purchase order.
- C. All orders must be initiated with a purchase order.
- D. No backorders are allowed, as specified on purchase order.
- E. Purchase orders will be provided either by mail or email.
- F. Invoice must be submitted to St. Clair County Board of Education prior to payment.
- G. Invoices will be paid within net 30 days of receiving the invoice.

H. All invoices must include an invoice number, invoice date, date of service(s), purchase order number, description of service(s) or products provided, and the total amount due.

#### DISCLOSURE STATEMENT

- A. If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of the Bidder's firm or any member of their households is an employee of St. Clair County Board of Education, this information must be included in the solicitation response. Failure to disclose this information in the response may result in the elimination of your bid from consideration.
- B. **IMPORTANT:** It is required that the Disclosure Statement of relationship between bidder and employees/officials of St. Clair County Board of Education, furnished with this Invitation for Bid, be completed and submitted with your bid. Failure to comply with this request may eliminate your bid from consideration.
- C. If any owner, officer, partner, board, director member, employee, or holder of more than 5% of their market value of the Bidder's firm or any member of their households is an employee of St. Clair County Board of Education; and the Bidder's firm is awarded a contract as a result of this Invitation to Bid, then within ten (10) days after the contract is entered into, the Bidder agrees to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by St. Clair County Board of Education furnish evidence of such filing.

## **BACK ORDERS**

A. No back orders will be accepted. Items should be available for delivery or pick up within 30 days following board approval date. Purchase order numbers must appear on all invoices. Failure to deliver as specified and in accordance with the bid submitted, including promised delivery, will constitute sufficient grounds for cancellation of the order at the option of the St. Clair County Board of Education.

#### DEFAULT

- A. If at any time the vendor makes a delivery that is not in accordance with the specifications, conditions, and instructions set forth by St. Clair County Board of Education, without the consent of the Board, such delivery shall constitute grounds for the cancellation of the contract and/or removal of the vendor from St. Clair County Schools mailing list for not less than one (1) year.
- B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of St. Clair County Board of Education shall constitute grounds for the cancellation of the contract and shall be excluded from the mailing list of all purchases made by St. Clair County Board of Education.

#### SERVICE AND WARRANTY

A. Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided. Bidder must include with the bid forms an explanation of the warranty and services that are provided.

#### NON-DISCRIMINATION

A. The St. Clair County board of Education provides equal opportunities for all business and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, gender, or disability in consideration for an award.



BID PROPOSAL – <u>FORM A</u> BIDDER INFORMATION

Due Date: December 4, 2024 @ 9:00 AM

Sealed Bids Mailed or Delivered to: ST. CLAIR COUNTY BOARD OF EDUCATION ANNEX LOCATION 175 COLLEGE STREET ODENVILLE, AL 35120

**Bidder Information**:

Vendor Name:	
Address:	
Business Phone:	Cell Phone:

Website:	
Fax:	Email:
Name, title, and signature of individ	lual duly authorized to execute contracts:
Name:	
Title:	
Signature:	Date:



## BID PROPOSAL – <u>FORM B</u> BID PROPOSAL

Description: 2024 FULL SIZE SUV as per specifications listed on specifications sheet below or equal/better – Quantity 1 or more – Tentative timeline of purchase: After Board Approval December 17, 2024.

Only 1 vehicle per sheet. Use multiple copies of <u>FORM B</u> if submitting a bid for multiple vehicles.

Total Price: \$\_\_\_\_\_

Year/Make/Model/Trim: \_\_\_\_\_

Specify estimated delivery date: \_\_\_\_

**<u>Requirements</u>**: Vendor must have the capability to provide the following:

- a. Vehicles to be available for pick up or delivery no later than 30 days after receipt of purchase order.
- b. All bidders submitting proposals for labor or product must attach the nature, extent and conditions of all warranties.
- c. Include in the proposal Warranty and pricing options to be purchased, as needed.

This "Invitation" <u>shall not</u> be altered by the bidder in any way. Any and all changes from those specified shall be listed as a deviation. Failure to abide by this requirement <u>may</u> result in the bid being disqualified from consideration.

HOW IS THIS PROPOSAL SUBMITTED? (Indicate only one)				
<ul> <li>Meeting the exact specifications</li> </ul>	(	)YES	(	)NO or
<ul> <li>As an equal/or better to the stated specifications</li> </ul>	(	)YES	(	)NO

Authorized Signature:\_\_\_\_

Title:



## SPECIFICATIONS SHEET

## 2024 FULL SIZE SUV

- Standard Feature Package to include but not limited to:
  - LT, XLT trim package or equivalent
  - Engine: Gas 3.5L or greater
  - Transmission: Automatic
  - Drive Type: Rear Wheel Drive or Four Wheel Drive
  - Exterior Color: White or Black
  - Power windows, power locks, power front seats
  - Third row seating
  - Carpeted floor covering with floor mats front and back
  - o Bluetooth
  - o Keyless Entry
  - o Backup Camera
  - Spare Tire (full-size preferred)
  - Standard Manufacturer Warranty or greater



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS
CITY, STATE, ZIP TELEPHONE NUMBER
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD
ADDRESS
CITY, STATE, ZIP TELEPHONE NUMBER
This form is provided with:
Contract Proposal Request for Proposal Invitation to Bid Grant Proposal
Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any Sta Agency/Department in the current or last fiscal year? Yes No If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously privided, and the amount received for the provision of such goods or services.
STATE AGENCY/DEPARTMENT TYPE OF GOODS/SERVICES AMOUNT RECEIVED
Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any Sta         Agency/Department in the current or last fiscal year?         Yes       No         If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.         STATE AGENCY/DEPARTMENT       DATE GRANT AWARDED
1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, any of your employees have a family relationship and who may directly personally benefit financially from the proposed transactic Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)         NAME OF PUBLIC OFFICIAL/EMPLOYEE       ADDRESS

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
If you identified individuals in iter officials, public employees, and/o grant proposal. (Attach additiona	or their family members as the re	be in detail below the direct financial be sult of the contract, proposal, request fo	nefit to be gained by the public or proposal, invitation to bid, or
		d by any public official, public employee posal, request for proposal, invitation to	
List below the name(s) and addr posal, invitation to bid, or grant p		d/or lobbyists utilized to obtain the cont	ract, proposal, request for pro-
NAME OF PAID CONSULTANT/LOBBY	IST AL	DDRESS	
to the best of my knowledge. I	further understand that a civil	hat all statements on or attached to th penalty of ten percent (10%) of the an rrect or misleading information.	
Signature		Date	
Notary's Signature		Date	Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

#### NON-COLLUSION AFFIDAVIT

I state that I am of	0	.f
	(Title)	(Name of Firm)

and that I am authorized to make this AFFIDAVIT on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal. I state that:

- (1) The budgets shown in this proposal have been arrived at independently and without consultation, communications or agreement with any other contractor, responder, or potential responder to this Request for Proposal (RFP) or Invitation to Bid (ITB).
- (2) Neither the price(s) nor the amount of the proposal, and neither the approximate budgets nor approximate amounts in this proposal, have been disclosed to any other firm or person who is a responder or potential responder to this RFP/ITB, and they will not be disclosed before the proposal opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from responding to this RFP/ITB, or to induce them to submit a budget that is higher that the budget in this proposal, or to submit any intentionally high or noncompetitive proposal or other form or non-responsive proposal.
- (4) The proposal and budget prepared by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (5) \_\_\_\_\_\_ its affiliated, subsidiaries, officers, directors, (Name of Firm)

And employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract.

I state that \_\_\_\_

\_\_ understands and acknowledges

(Name of Firm)

that the above representations are material and important, and will be relied on by the St. Clair County Board of Education (SCCBOE) in awarding the contract(s) for which this proposal is submitte4d. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from SCCBOE of the true facts relating to the submission of proposals for this contract.

Signature

Printed Name

Date



### **BID SUBMISSION CHECKLIST**

Each bidder must include the following items with the bid:

BID PROPOSAL FORM A – BIDDER INFORMATION

BID PROPOSAL FORM B – BID PROPOSAL(S)



NON-COLLUSION AFFIDAVIT



I attest that the above listed documents are included in this packet and the packet is annotated as outlined above:

Signature of Authorized Company Representative: \_\_\_\_\_

Date:			