

Alabama School of Fine Arts
Phone 205.252.9241
jplott@asfa.k12.al.us

Bid No. 22-4
Issue Date 09/14/2022

Invitation to Bid

Replacement Driver's Education Car
2016-2019 used Toyota Camry
Less than 50k miles
Prefer no wrecks or damage
4 door sedan, automatic

Bids will be received by the Alabama School of Fine Arts until 8:00am on October 3, 2022 at which time they will be read. Bids may not be withdrawn for thirty (30) days after such date and time.

Return Entire Completed Proposal to: Alabama School of Fine Arts
Bid Proposals
1800 Rev. Abraham Woods Jr. Blvd
Birmingham, AL 35203
Or to jplott@asfa.k12.al.us

It is the responsibility of the prospective bidder to make certain that the bids are received before the scheduled bid opening. Any bids received after the designated date and time will not be considered. Bidder must use the enclosed form and return in its entirety.

For Further Information related to the bid or project contact: Jamie D. Plott
205.252.9241
jplott@asfa.k12.al.us

Terms, conditions, and criteria applicable to bids and contracts awarded pursuant thereto:

Section I – General Information

1. **General Criteria for Awarding Bids:** Bids shall be awarded to the lowest responsible bidder, taking into consideration the amount of the bid, the quality of commodities, goods and services proposed to be provided and their conformity with specifications, compatibility with existing services, material or equipment, the purpose for which the contract or order is to be awarded, terms of delivery (including date, point of delivery or pickup, transportation charges), and other identifiable objective circumstances or considerations that reasonably reflect or evidence the bidder's ability to meet the requirements of the invitation to bid.
2. **Bid Process Governed by Law:** The process of bid solicitation and the awarding of bids and/or contracts based thereupon shall, in all respects, be governed and controlled by applicable law, any provision herein to the contrary notwithstanding.
3. **Eligibility:** Prospective bidders and contractors shall be properly licensed, certified, or registered with appropriate governmental or regulatory authorities and must be prepared to demonstrate to the Alabama School of Fine Arts their fitness and ability to provide the product, material, or service on the terms and conditions specified. Prospective vendors shall be responsible for advising ASFA of their desire to be included in invitations to bid. ASFA reserves the right not to solicit, receive or entertain bids from vendors which have not responded to previous invitations, which have not performed to the satisfaction of the school in previous transactions, or which cannot demonstrate to the satisfaction of ASFA their willingness or ability to meet the requirements.
4. **Insurance Requirements:** Bidders or its contractor shall provide commercial general liability insurance coverage with a minimum aggregate limit of not less than one million dollars for personal injury, bodily injury, or death and property damage arising out of any one occurrence. Said liability policy shall be endorsed to include the Alabama School of Fine Arts Board as an additional insured on a primary and on contributory basis and the insurance carrier shall provide coverage and a defense to the Alabama School of Fine Arts Board, its agents, servants, officers, board members and employees. Bidders may be required to furnish evidence of appropriate liability, workers compensation, or other insurance as a prerequisite to an award of a bid or contract with the type and amount of coverage to be specified in the invitation.
5. **Advance Provisions or Samples:** ASFA reserves the right to request demonstrations or samples of products or services before an award is made. The vendor must supply a return label or pick up the sample within one month following the bid opening. However, if the vendor does not attempt to pick up the sample within that time, ASFA will dispose of the product. Pictures, descriptions and other explanatory documents and materials are encouraged and may be submitted with the bid.
6. **Discretion to Reject Bid:** ASFA expressly reserves the right to reject all bids or part thereof in its sole discretion.
7. **Hold Harmless:** The contracting party agrees to indemnify, hold harmless and defend the Alabama School of Fine Arts, its officers and employees, from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence of the contracting party, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incident to the performance of this agreement, or arising

out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of the contracting party and/or its subcontractors or claims under similar laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of ASFA or its employees. Before beginning work, the contracting party shall file with ASFA a certificate from the insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than one million dollars. During performance, the company must maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes: 1) Comprehensive General Liability, 2) Comprehensive Automobile Liability, 3) Worker's Compensation and 4) Employer's Liability.

8. Equivalent Bids: Bid specifications which refer to company names, brand names, or model numbers shall, unless otherwise provided, be construed to permit bids to be proposed which offer products, materials or services of equivalent (or greater) utility and quality. Bids proposing an equivalent product, service or material should include a complete explanation of the nature of any deviation or discrepancy from advertised specifications and the reasons such discrepancies should be deemed equivalent to the advertised specifications. Proprietary specifications may be waived for functional equivalents. ASFA or its agents will be the sole party responsible for determining equal or better bid proposals.
9. Delivery Terms: Purchase orders will be issued, as deliveries are required. Back orders will not be accepted. Purchase order number 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 ASFA.
10. Taxes: Direct Purchases: ASFA is exempt from all taxes; however, bidder shall be responsible for payment of all sales, use, lease, ad valorem, and any other taxes that may be levied or assessed by reason of the transaction.
11. Bidders Certification: Bidder certifies by bidding that it is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that the bid proposal will meet these requirements of service and purpose to the satisfaction of ASFA.
12. Reduction in Pricing: In the event the vendor receives a reduction in cost from their supplier or manufacturer, ASFA shall receive the benefit of such a reduction on any undelivered portion of the contract.
13. Waive informality, technicality or irregularity: ASFA or its agent shall have the right to waive any informality, technicality, or irregularity.
14. Termination of Contract: ASFA has the right to cancel any contract for cause, including but not limited to the following: 1) failure to deliver within the terms of the contract, 2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition, 3) misrepresentation by the vendor, 4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state, 5) conflict of contract provisions with constitutional statutory provisions by State or Federal Law, 6) failure to resolve billing issues in a timely manner, 7) failure to acquire a purchase order number before the start of work or repairs, 8) substantial change in financial or economic condition of ASFA and 9) any other breach of contract. If the contract is terminated, the contract may be awarded to the next lowest responsible bidder.
15. Pricing: Vendor agrees that ASFA will be charged no more for item(s) bid than the State of Alabama or P.A.C.A. contracts. Prices must be firm for each contract period and must include transportation, handling, packaging, and any service charges. Increase in unit prices, if any, for subsequent periods shall be within the percentage of increase allowed by the invitation and must be submitted thirty (30) days prior to the contract expiration date. Notification and

documentation of increase shall be submitted for approval. Contract renewal/extension will constitute acceptance of price increases. No additional charges/ surcharges allowed other than pricing specified within the bid document.

16. Alternative Pricing: ASFA reserves the right to purchase any product purchase any product identified on this bid from another valid governmental bid should the alternate bid pricing be lower than the pricing on this bid.
17. Smoke Free Policy: ASFA facilities and office are smoke free environments. All potential and successful bidders must abide by this policy.
18. Deviation Disclosure: Any and all deviations must be identified and documented on the appropriate enclosed form. Failure to do so may result in disqualification of vendor.
19. Collusion: ASFA will not be party to any form of collusion among vendors. The enclosed non-collusion form shall be completed and forwarded with the bid.
20. Certificate of Eligibility: All potential vendors must disclose eligibility to bid on project and complete the enclosed certificate of eligibility.
21. Vendor Guidelines: All vendors doing business with ASFA are expected to comply with guidelines for doing work on school premises and include the Vendor Guidelines form when returning your proposal.
22. Compliance with Bonding Requirements: The bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the awarding authority for an amount not less than five percent of the awarding authority's estimated cost or of the contractor's bid, but in no event more than ten thousand dollars (\$10,000)
23. Audit: For the purpose of verifying pricing, the successful bidder must agree to allow ASFA to audit related records within a 72-hour notice.
24. Immigration Law: By signing the bid documents, 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.
25. Disqualification of Bids: Bids may be disqualified before the awarding of the contract for any of the following: failure to mark the envelope as required, failure to sign bid document on required signature pages, failure to include requested information, excessive errors, failure to include bid bond (if required), failure to submit originals, failure to attend the pre-bid meeting (if required). This invitation shall not be altered by bidder in any way. Any and all changes from those specified shall be listed as a deviation. Failure to abide by this may result in the bid being disqualified.

Section II – General Conditions

1. Preparation of Bids

Bids will be prepared in accordance with the following

- a. Our enclosed bid forms are to be used to submit your bid.
 - b. All information required by the bid form shall be furnished. The bidder shall print or type their name and manually sign the schedule and each continuation sheet on which any entry is made.
 - c. Unit prices shall be shown and where there is error in extension of price, the unit price shall govern.
 - d. Proposed delivery time must be shown and shall include Sundays and holidays.
 - e. Bidder will not include Local, State or Federal taxes in bid prices.
 - f. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
 - g. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements.
- ### 2. Description of supplies
- a. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
 - b. Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
 - c. Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.
- ### 3. Submission of Bids
- a. Bids and changes thereto shall be enclosed in sealed envelope addressed to Alabama School of Fine Arts, Bid Proposals, 1800 Rev. Abraham Woods Jr. Blvd, Birmingham, AL 35203. The name and address of the bidder, the date and hour of the bid opening, and the bid number shall be placed on the outside of the envelope.
 - b. Bids must be submitted on the forms furnished.
- ### 4. Rejection of Bids
- a. ASFA may reject a bid if: the bidder misstates or conceals any material fact, the bid does not strictly conform to the law or requirement of the bid, or the bid is conditional.
 - b. ASFA may reject all bids whenever it is deemed in the best interest of ASFA. ASFA may also waive any minor informalities or irregularities in any bid.
- ### 5. Withdrawal of bid
- a. Bids may not be withdrawn after the time set for the bid opening.
- ### 6. Clarifications or Objection to bid specifications
- a. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents, they may submit on or before five (5) days to the scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be

responsible for its prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be filed in writing on or before five (5) prior to the scheduled opening.

7. Discounts

- a. Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.
- b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

Bid #22-1

Bidder should have a minimum of \$1,000,000 liability insurance. The quality and grade of all products and services provided by low bidder shall meet all Local, State and Federal requirements and inspection/building codes and test, permits, and license including, but not limited to ADEM, OSHA, Fire & Safety, EPA, American Disability Act, and Health Department.

Minimum Qualifications

1. Successful bidder shall have a minimum of three (3) years providing services of similar size, nature, and complexity to that specified and experience doing business under the same firm name in which the bids are submitted.
2. Successful verifiable history of completing projects or delivering services within the specified time and budget.
3. Successful bidder shall provide an Employee Honesty Bond in an amount not less than \$100,000.
4. Required Background Check: Anyone that performs work at ASFA must have a basic criminal background check on file. All results must be permissible and appropriate to be able to work in the school. It is the bidder's responsibility to pay for these reports and to keep them on file for audit purposes.
5. A copy of the license must accompany the bid proposal or a copy of the licensed sub-contractor's license that you intend to use for these services along with their insurance.

Overview: The purpose of this "Invitation to Bid" is to

Award: The following criteria will be used in evaluating and awarding this bid: 1) the general criteria for awarding bids, as including in Section I, 2) the lowest bid amount.

Compliance: In the event the lowest bidder refuses to accept all the requirements set forth in this bid without deviation, that bid will then be considered as non-respondent. In this case the award of this contract will be rescinded with the new award going to the next low bidder meeting specifications.

Purchase Order: If the contracting party fails to acquire a Purchase Order prior to any work being performed will result in ASFA not responsible for any payment.

Pending Legal Actions: Disclose all past or present legal actions or party to all legal actions involved in for this service or product. Failure of accurate disclosure may result in bidder being disqualified.

It is your responsibility to coordinate a schedule/calendar with the COO. Documentation and communication of these visits will need to be followed. If weather disturbs any scheduled services, you should contact the COO to reschedule within four (4) days of missed service, as weather permits.

Payment Procedures/Terms: All orders must be initiated with a purchase order. No backorders allowed, as specified in Section I. Vendor will have measures in place to prevent duplication of orders.

Vendor is expressly prohibited from the exchange of goods or services without approval of the COO. Return of goods to suppliers should be adequately controlled by the issuance of a credit memo to ASFA.

It is customary that payment terms will be Net 30 days from invoice date. However, due to certain breaks in the school schedule, occasionally forty-five (45) days from invoice date will be necessary to process payment. Vendor will be responsible for disclosing in their bid their acceptance of these terms. Checks will be mailed to the address furnished by the vendor.

Authorized Signature

Date

Bid #22-1

Certification of Eligibility

The prospective bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Organization Name and address

Name and Title of Authorized Representative

Signature

Date

Certificate of Non-Collusion

The bidder certifies the following to be true:

- This bid is the result of independent consideration and no other bidder or competitor has been involved.
- The contents of this bid have not been disclosed, nor will such occur knowingly, prior to the bid opening, to another bidder, potential bidder, or competitor.
- There has not been nor will there be any attempt to induce other persons, corporations, or partnerships to be involved in or to refrain from involvement in the bid process.
- The signer certifies that the aforementioned statements are accurate to the best of their knowledge and the penalties may be implemented to the bidder and/or the signer if violations occur.

Organization Submitting Bid

Date

Name of Signer (Print Name)

Authorized Signature

Title

Bid #22-1

Certification of Compliance with Specifications

The undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specifications for the Alabama School of Fine Arts.

We propose to furnish said items in accordance with your specifications and requirements unless otherwise indicated.

Organization Name: _____

Address: _____

Telephones: _____ Fax: _____

Email address: _____

Deviation Form

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying bid meet all specifications. Any deviation from published specifications must be identified on this deviation form. Failure to abide by this request may result in a bidder being disqualified.

Authorized Signature

Title

Date

Bid #22-4

Bid Specifications

2016-2019 used Toyota Camry

Less than 50k miles

Prefer no wrecks or damage

4 door sedan, automatic

