



July 28, 2023

BID# 23-05-29

Subject: Invitation to Bid

Prospective Supplier(s):

Sealed responses for **New Vehicles** on attached solicitation forms will be received in the **Purchasing Office, located at 3600 1st Avenue North, Birmingham, Alabama 35222 until 3:00 p.m. • Friday, August 11, 2023,** at which time and place they will be publicly opened and read.

"Specifications and Conditions" and "Solicitation Documents" are attached to this correspondence. All quotations must be F.O.B. destination, freight prepaid, and no charge to the Birmingham Water Works Board. One "original" response packet and one "copy" response packet must be submitted as your response to the solicitation.

The Birmingham Water Works Board has the right to reject any or all submitted solicitations responses, to waive any informalities and technicalities. The Board reserves the right to exercise its option to extend the contract up to two (2) additional years with mutual consent of both parties. The Board reserves the right to cancel or terminate any and all bids within thirty (30) days with written notice. The Board reserves the right to cancel or terminate the written contract with thirty (30) days written notice. The Board reserves the right to RE-BID.

Bids must be mailed to 3600 1st Avenue North, Birmingham, Alabama 35222, directed to the attention of the **Purchasing Manager,** and marked in the lower left-hand corner of the envelope as follows: **New Vehicles, due 3:00 p.m. • Friday, August 11, 2023.**

Cordially,

Matt
Shiver

Digitally signed by
Matt Shiver
Date: 2023.07.28
15:20:14 -05'00'

Matt Shiver
Purchasing Manager

SPECIFICATIONS AND CONDITIONS

AUTOMOBILES

1. SCOPE

The intent of this bid is to purchase New Vehicles as specified throughout out this solicitation. Vehicle Specifications are referenced in Appendix's A, B, and C. All supplier pricing information must be submitted on the Cost Worksheet. Questions concerning this solicitation must be directed, through email communication, to Matt Shiver (Issuing Officer) at matthew.shiver@bwwb.org

2. GENERAL CONDITIONS

a. **Restrictions on Communicating with BWWB Personnel**

From the issue date of this solicitation until the award is approved by the Birmingham Water Works Nine Member Voting Board of Directors, suppliers are not allowed to communicate for any reason with any BWWB Personnel except through the Issuing Officer named herein, the Issuing Officer's designee, or during the Bidders/Offerors' conference (if any), or as defined in this solicitation or as provided by existing contract(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The BWWB reserves the right to reject the response of any supplier violating this provision.

b. **BWWB's Right to Request Additional Information - Supplier Responsibility**

Prior to an award, the BWWB must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the BWWB, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the BWWB is unable to assure itself of the supplier's ability to perform, before award, the BWWB shall have the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

c. **Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the solicitation will not be considered. Responses must be complete in all respects, as required in each section of this solicitation.

d. Rejection of Responses; BWWB's Right to Waive Immaterial Deviation

The BWWB reserves the right to reject any or all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the BWWB. It is also within the right of the BWWB to reject responses that do not contain all elements and information requested in this solicitation. A response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the solicitation requirements, which determination will be made by the BWWB on a case-by-case basis.

e. BWWB's Right to Amend and/or Cancel the Solicitation

The BWWB reserves the right to amend this solicitation. Any revisions will be made in writing prior to the solicitation closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the solicitation (including any revisions/additions made in writing through an addendum posted by BWWB, prior to the close of the solicitation whether or not such revision occurred prior to the time the supplier submitted its response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED SOLICITATION AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE SOLICITATION. The BWWB reserves the right to cancel and if desired, re-advertise this solicitation at any time.

f. Costs for Preparing Responses

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process is the sole responsibility of the supplier. The BWWB will not provide reimbursement for such costs.

g. Quantities or Estimates of Products and Services

The quantities specified herein are estimates based upon current consumption and projected demand for the next contract year and shall not be construed to represent an amount which the BWWB shall be obligated to purchase. The exact amounts ordered may be more or less and subject to BWWB's actual needs. The awarded supplier acknowledges and agrees that the BWWB will only be responsible for the commodities and/or services actually purchased and/or consumed.

h. Permits and Licensing

The awarded supplier shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. All permit fees shall be included in the contract amount and paid by the awarded supplier.

i. Supplier Performance

In the event the BWWB deems it expedient to perform work which has not been done by the supplier as required by the awarded contract, or to correct work which has been improperly and/or inadequately performed by the supplier as required in the solicitation documents, all expenses thus incurred by the BWWB, at BWWB's option, will be invoiced to the supplier and/or deducted from payments due to the supplier. The BWWB reserves the right to inspect the manufacturing and/or service development process of any awarded supplier's products and/or services.

j. Supplier Warranties

The awarded supplier represents and warrants that the goods and services provided in accordance with this solicitation will appear and operate in conformance with the terms and conditions of the finalized contract.

All goods delivered by awarded supplier to the BWWB shall be free from any defects in design, material, or workmanship. If any goods offered by the awarded contractor are found to be defective in material or workmanship, or do not conform to supplier's warranty, the BWWB shall have the option of returning, repairing, or replacing the defective goods at awarded supplier's expense. Payment for goods shall not constitute acceptance. Acceptance by the BWWB shall not relieve the awarded supplier of its warranty or any other obligation under the finalized contract.

The awarded supplier represents and warrants that title to any property assigned, conveyed or licensed to the BWWB is good and that transfer of title or license to the BWWB is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

The awarded supplier represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the supplier's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the finalized contract, which shall take precedence.

3. Cost Worksheet

By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

- a. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
- b. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the solicitation, will be treated as non-responsive and may not be considered for award; and
- c. The supplier is required to provide net prices. In the event there is discrepancy between a supplier's unit price and extended price, the unit price shall govern;
- d. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the solicitation or contract; and
- e. Unless otherwise specified in any terms and conditions issued by the BWWB to the solicitation, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
- f. Unless expressly permitted by the solicitation, responses containing provisions for late or interest charges will not be awarded a contract. Suppliers must "redact" any such provisions in their submitted forms; and
- g. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the solicitation; and
- h. Unless permitted by the solicitation, responses requiring payment from the BWWB in less than thirty (30) days will be considered non-responsive; and
- i. The BWWB is exempt from certain taxes and no provision for such taxes should be included in the supplier's response.

4. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful supplier(s) will be required to enter into discussions with the BWWB to resolve any exceptions to BWWB's contract.

a. Evaluating Bid Factors

All responsive solicitations will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the BWWB will determine if the deviation is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

b. Evaluating Cost

BWWB may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

c. Selection and Award

It is likely that this solicitation may result in multiple awards determined by pricing and availability. Any contract award(s) resulting from the solicitation will be made to the lowest, responsive and responsible supplier(s) meeting all specifications and with whom the BWWB has reached agreement on all contract terms and conditions. The BWWB reserves the right to select one or more suppliers for award by way of awarding all items to one supplier, individual line items to one or more suppliers, or subcategories of products/services to one or more suppliers when to do so is in the best interests of the BWWB.

When selecting the lowest responsive and responsible supplier, the determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

5. Delivery and Invoicing

a. Delivery

All vehicles shall be delivered to the below referenced F.O.B. destination in new condition. The copy of the Manufacturer's Statement of Origin completed title application in the name of "THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM", and **one (1) USB for each (Per Vehicle Model) that details Parts, Services, Electrical and Wiring Diagrams** are to be delivered with the awarded contract at no additional cost to the BWWB. All title fees as well as other charges are to be paid by the awarded supplier. The warranty card and service policy must accompany the vehicle when delivered with the warranty to go into effect when the vehicle is placed in service. Vehicle must be serviced and ready for use when delivered. The award supplier must ensure that BWWB will receive all service, warranty, and technical bulletins for any model purchased. All vehicles will come equipped with all standard equipment and accessories plus options as requested and all equipment will be factory installed unless otherwise indicated and authorized.

All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the awarded supplier to remedy without cost to the BWWB, regardless of when the hidden damage is discovered.

**F.O.B. Birmingham Water Works
 Transportation Department
 3600 First Avenue North**

Birmingham, AL 35222

b. Invoicing

The BWWB will render payment to the awarded supplier(s) by check on a net 30-day basis after receipt of the products and/or services and an invoice that has been submitted as required in this solicitation, unless the BWWB authorizes alternative terms in writing. All invoices must be submitted to accountspayable@bwwb.org. Any discrepancies noted by the BWWB must be corrected by the awarded supplier within 48 hours. The payment amount due on invoices cannot be altered by the BWWB personnel. Once disputed items are resolved, the awarded supplier must submit an amended invoice, or a credit memorandum for the disputed amount. The BWWB will not make partial payments on an invoice where there is a dispute. The BWWB will only make payments on authorized transactions.

Invoices submitted pursuant to this solicitation must include:

- Name and remittance address of supplier.
- Invoice date.
- Invoice number.
- Solicitation number.
- BWWB Issued PO number.
- Contact information of the person to be notified in event of a discrepancy in the invoice.

6. Governing Law

All contracts entered into as a result of this solicitation shall be governed by and construed in accordance with the substantive laws of the State of Alabama.

7. List of solicitation Attachments

The following documents make up this solicitation. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. BWWB Main Solicitation Document (this document)
- B. Mandatory Response Worksheet (Appendix A, B, and C)
- C. Cost Worksheet(s)
- D. All HUB Related Documents (Each HUB Document is Labeled as a HUB Document)
- E. Non-Discrimination Policy
- F. Conflict of Interest Form
- G. EEO Report
- H. Supplier Diversity Questionnaire
- I. Debarment Form
- J. E-Verify Verification

APPENDIX A

REQUESTED COMMODITIES- TEN (10) FORD RANGER PICKUPS

2023 or newer FORD RANGER (4 door) to include all standard equipment and warranty. Please include any other factory options with dealer codes, descriptions, and associated cost. The below specifications are considered minimum specifications and the supplier must indicate compliance or list exceptions in the “cannot comply” column for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of your proposal. It is the intention of these specifications to describe a unit in which the BWWB considers will best meet its needs.

Awarded suppliers must pay all title fees and remove all fees and taxes that are not paid by public entities that are located within the State of Alabama.

The BWWB realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability; however, to ensure fleet standardization, appropriate BWWB transportation technician training/application capability, and tool procurement and utilization, BWWB has designated this solicitation as a Sole Brand for Ford products.

SPECIFICATIONS	COMPLY	CANNOT COMPLY
121.1 WHEELBASE MIN.		
2.3L 4 CYL. ENGINE MIN.		
225 HP MIN.		
10-SPEED SHIFTABLE AUTOMATIC		
650 CCA BATTERY MIN.		
HIGH OUTPUT ALTERNATOR		
REAR WHEEL DRIVE		
POWER ANTI-LOCK BRAKES		
HILL START ASSIST		
TILT/TELESCOPING STEERING WHEEL		
ELECTRONIC OR MANUAL PARKING BRAKE		
TRACTION/STABILITY CONTROL SYSTEM		
FACTORY AIR CONDITIONING		
AM/FM RADIO		
INTERVAL WINDSHIELD WIPERS		
FIXED REAR WINDOW		
CRUISE CONTROL		
AIR BAGS		
POWER WINDOWS AND DOOR LOCKS		
VINYL SEATS		
SPRAY IN OR ROLLED IN BEDLINER		
FLOOR MATS- RUBBER OR CARPET		
2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT		
COLOR- WHITE		
2 Key(s) or FOBs that Provide		

Engine Start-Up		
NO DEALER EMBLEMS OR DECALS		
FACTORY INSTALLED TOWING PACKAGE		
THREE YEARS OR 36,000 MILES WARRANTY MIN. (ALL PARTS AND LABOR)		
FIVE YEARS OR 100,000 MILES WARRANTY (ALL PARTS AND LABOR)		
UPON AWARD, THE SUCCESSFUL SUPPLIER(S) MUST PROVIDE BWWB WITH A WRITTEN COMMITMENT FROM THE MANUFACTURE AGREEING TO ALLOW THE BWWB THE AVAILABILITY OF MAINTENANCE AND REPAIR OF VEHICLES PURCHASED BY WAY OF THIS SOLICITATION WITHIN A REASONABLE AMOUNT OF TIME, AT THE CLOSEST DEALERSHIP OFFERING THE SERVICES THAT ARE REQUIRED BY BWWB		

APPENDIX B

REQUESTED COMMODITIES- TEN (10) FORD F-150 PICKUPS

2023 or newer FORD F-150 (4 door) to include all standard equipment and warranty. Please include any other factory options with dealer codes, descriptions, and associated cost. The below specifications are considered minimum specifications and the supplier must indicate compliance or list exceptions in the "cannot comply" column for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of your proposal. It is the intention of these specifications to describe a unit in which the BWWB considers will best meet its needs.

Awarded suppliers must pay all title fees and remove all fees and taxes that are not paid by public entities that are located within the State of Alabama.

The BWWB realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability; however, to ensure fleet standardization, appropriate BWWB transportation technician training/application capability, and tool procurement and utilization, BWWB has designated this solicitation as a Sole Brand for Ford products.

SPECIFICATIONS	COMPLY	CANNOT COMPLY
147 WHEELBASE MIN.		
3.3L 6 CYL. ENGINE MIN.		
290 HP MIN.		
10-SPEED SHIFTABLE AUTOMATIC		
650 CCA BATTERY MIN.		
HIGH OUTPUT ALTERNATOR		
FOUR WHEEL DRIVE		
POWER ANTI-LOCK BRAKES		
HILL START ASSIST		
TILT/TELESCOPING STEERING WHEEL		
ELECTRONIC OR MANUAL PARKING BRAKE		
TRACTION/STABILITY CONTROL SYSTEM		
FACTORY AIR CONDITIONING		
AM/FM RADIO		
INTERVAL WINDSHIELD WIPERS		
FIXED REAR WINDOW		
CRUISE CONTROL		
AIR BAGS		
POWER WINDOWS AND DOOR LOCKS		
VINYL SEATS		
SPRAY IN OR ROLLED IN BEDLINER		
FLOOR MATS- RUBBER OR CARPET		
2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT		
COLOR- WHITE		

2 Key(s) or FOBs that Provide Engine Start-Up		
NO DEALER EMBLEMS OR DECALS		
FACTORY INSTALLED TOWING PACKAGE		
THREE YEARS OR 36,000 MILES WARRANTY MIN. (ALL PARTS AND LABOR)		
FIVE YEARS OR 100,000 MILES WARRANTY (ALL PARTS AND LABOR)		
UPON AWARD, THE SUCCESSFUL SUPPLIER(S) MUST PROVIDE BWWB WITH A WRITTEN COMMITMENT FROM THE MANUFACTURE AGREEING TO ALLOW THE BWWB THE AVAILABILITY OF MAINTENANCE AND REPAIR OF VEHICLES PURCHASED BY WAY OF THIS SOLICITATION WITHIN A REASONABLE AMOUNT OF TIME, AT THE CLOSEST DEALERSHIP OFFERING THE SERVICES THAT ARE REQUIRED BY BWWB		

APPENDIX C

REQUESTED COMMODITIES- TEN (10) FORD MAVERICK PICKUPS

2023 or newer FORD MAVERICK (4 door) to include all standard equipment and warranty. Please include any other factory options with dealer codes, descriptions, and associated cost. The below specifications are considered minimum specifications and the supplier must indicate compliance or list exceptions in the "cannot comply" column for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of your proposal. It is the intention of these specifications to describe a unit in which the BWWB considers will best meet its needs.

Awarded suppliers must pay all title fees and remove all fees and taxes that are not paid by public entities that are located within the State of Alabama.

The BWWB realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability; however, to ensure fleet standardization, appropriate BWWB transportation technician training/application capability, and tool procurement and utilization, BWWB has designated this solicitation as a Sole Brand for Ford products.

SPECIFICATIONS	COMPLY	CANNOT COMPLY
121 WHEELBASE MIN.		
2.5 HYBRID ENGINE		
162 HP MIN.		
AUTO- CONTINUOUSLY VARIABLE TRANSMISSION		
650 CCA BATTERY MIN.		
HIGH OUTPUT ALTERNATOR		
FOUR WHEEL DRIVE		
POWER ANTI-LOCK BRAKES		
HILL START ASSIST		
TILT/TELESCOPING STEERING WHEEL		
ELECTRONIC OR MANUAL PARKING BRAKE		
TRACTION/STABILITY CONTROL SYSTEM		
FACTORY AIR CONDITIONING		
AM/FM RADIO		
INTERVAL WINDSHIELD WIPERS		
FIXED REAR WINDOW		
CRUISE CONTROL		
AIR BAGS		
POWER WINDOWS AND DOOR LOCKS		
VINYL SEATS		
SPRAY IN OR ROLLED IN BEDLINER		
FLOOR MATS- RUBBER OR CARPET		
2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT		
COLOR- WHITE		
2 Key(s) or FOBs that Provide Engine Start-Up		
NO DEALER EMBLEMS OR		

DECALS		
FACTORY INSTALLED TOWING PACKAGE		
THREE YEARS OR 36,000 MILES WARRANTY MIN. (ALL PARTS AND LABOR)		
FIVE YEARS OR 100,000 MILES WARRANTY (ALL PARTS AND LABOR)		
UPON AWARD, THE SUCCESSFUL SUPPLIER(S) MUST PROVIDE BWWB WITH A WRITTEN COMMITMENT FROM THE MANUFACTURE AGREEING TO ALLOW THE BWWB THE AVAILABILITY OF MAINTENANCE AND REPAIR OF VEHICLES PURCHASED BY WAY OF THIS SOLICITATION WITHIN A REASONABLE AMOUNT OF TIME, AT THE CLOSEST DEALERSHIP OFFERING THE SERVICES THAT ARE REQUIRED BY BWWB		