

Mercy House Bid

INVITATION TO BID Walk-In Step Van, Equipped Food Truck

Bid Invitation Date:	Bid Number:	Return Quotation By:
November 18, 2022	2022-103B	December 7, 2022 4:00 PM CST

Please submit a sealed price quotation on the items listed herein. (Montgomery County Commission CDBG-CV Grant # CV-NC-20-054) **(Faxed bids will not be accepted.)** The submissions will be received at the Mercy House office located at 2412 Council Street, Montgomery, Alabama 36108 until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return. The walk-in step van, equipped food truck will be used for food preparation and/or food delivery by Mercy House. Complete specifications on details not fully described can be obtained on request.

The Mercy House reserves the right to award this bid based on the lowest bid in the first category (kitchen length 26', items 1-8), if no bid is submitted for that kitchen length then each successive kitchen length (24', then 22', then 20'), to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to Executive Director Ken Austin at 2412 Council Street; Montgomery, Alabama 36108. Phone number (334) 676-1377.

Ken Austin
Executive Director Mercy House

GENERAL CONDITIONS AND INSTRUCTIONS

1. Bid Number 2022-103B for Montgomery County Commission CDBG-CV Grant #CV-NC-20-054 must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Bidders must submit an original and one (1) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
4. All pricing shall be F.O.B., Montgomery, Alabama. Delivery will be to 2412 Council Street, Montgomery, Alabama with all freight charges paid by the vendor. Freight cost will be included in the bid price.
5. The successful bidder awarded the contract/purchase order must provide documentation of its enrollment in the E-Verify program.
6. The successful bidder must not be debarred from being awarded any government funded project.

DISPUTE RESOLUTION

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

BID PROTEST PROCEDURE

A formal written protest shall be submitted to the Executive Director Ken Austin by 5:00 PM CST, December 1, 2022 or within five (5) working days after award. The formal written protest may be hand delivered to Executive Director Ken Austin's office at 2412 Council Street, Montgomery, Alabama 36108 and/or mailed to P.O. Box 10036, Montgomery, Alabama 36108 by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest or it will not be accepted.

The formal written protest shall state with particularity the facts and law upon which the protest is based within 30 calendar days of receipt of the timely filed formal written protest. **The County Administrator Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the *Code of Alabama 41-16-31*, (if someone does file a written protest).**

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

HOLD HARMLESS

The selected vendor agrees to protect, defend, indemnify and hold the Mercy House and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the Mercy House arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

SPECIAL PROVISIONS

The Mercy House desires to purchase a walk-in step van, equipped food truck as per the following vendor and owner responsibilities:

1. All products must carry the full standard warranty provided by the manufacturer.
2. If the item(s) bid are not the manufacturer and model number listed, bidders must clearly state the manufacturer and model number for all items submitted and include sufficient additional documentation to verify minimum requirements are satisfied.
3. Delivery and vendor's responsibilities will be completed by 5:00 PM CST December 16, 2022.
4. All food trucks are to contain the equipment listed below.

Quantity	Item
2	50 lb Fryers
1	2' Griddle
1	2 Burner Stove Top
1	3' Equipment Stand
2	Heated Holding Cabinet
1	Reach in Refrigerator
1	5' x 18" Work Table
1	4' Storage Shelf
1	5' x 24" Work Table
1	7' Hood, Exhaust System, and Fire Suppression System
1	5' Serving Window
1	Steel Interior
1	Propane Package, 2 Each 100 lb Tanks, Connections, Cages, and Lines
1	Electrical Package (Panel, Outlets, LED Lights Interior and Exterior, Generator)
1	Plumbing Package (Sinks, Tanks, Water Heater, Water Pump)

5. Payment will be made net 10 days upon completion and delivery of walk-in step van, equipped food truck.
6. Provide with bid, pictures of vehicle interior (driver's area, rear area) and exterior (all four sides).
7. Bidder shall give a unit price. The price shall include all applicable charges, destination charges, delivery charges, title fees, rebates and any other similar cost and refunds on the vehicle. The purchase price shall not include extended warranty cost.
8. Owner will have 7 days after the bid opening to inspect and drive the vehicle at the vehicle's location.
9. Title shall be addressed to the OWNER, Mercy House.

RESPONSE FORM TO BE ATTACHED TO BID

Company Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Quote F.O.B.: 2412 Council Street, Montgomery, Alabama 36108

Terms of Payment: Net 10 Days

Delivery Date: 5:00 PM CST on December 16, 2022 or Sooner

Addenda: The bidder acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

Official Signature

Printed Name and Title

Mercy House Bid

Invitation to Bid:
Montgomery County Commission CDBG Project No. CV-NC-20-054
Walk-In Step Van, Equipped Food Truck

Bid Invitation Date: 11/18/2022
Bid Number: 2022-1038

Return Bid By: December 7, 2022, 4:00 PM CST

Item	Kitchen			Year	Make	Model	Alternate	Drive Train	Engine		Fuel Type	Break Type	Body Type	Kitchen Specifications/ Equipment		Unit Price
	Length								Cylinder Count	Transmission Type						
1	26 Feet			2022	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
2	26 Feet			2021	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
3	26 Feet			2020	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
4	26 Feet			2019	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
5	26 Feet			2018	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
6	26 Feet			2017	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
7	26 Feet			2016	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
8	26 Feet			2015	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
9	24 Feet			2022	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
10	24 Feet			2021	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
11	24 Feet			2020	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
12	24 Feet			2019	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
13	24 Feet			2018	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
14	24 Feet			2017	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
15	24 Feet			2016	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
16	24 Feet			2015	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
17	22 Feet			2022	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
18	22 Feet			2021	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
19	22 Feet			2020	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
20	22 Feet			2019	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
21	22 Feet			2018	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
22	22 Feet			2017	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
23	22 Feet			2016	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		
24	22 Feet			2015	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions		

Item	Kitchen Length	Year	Make	Model	Alternate	Drive Train	Engine		Fuel Type	Break Type	Body Type	Kitchen Specifications/ Equipment	Unit Price
							Cylinder Count	Transmission Type					
25	20 Feet	2022	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions	
26	20 Feet	2021	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions	
27	20 Feet	2020	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions	
28	20 Feet	2019	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions	
29	20 Feet	2018	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions	
30	20 Feet	2017	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions	
31	20 Feet	2016	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions	
32	20 Feet	2015	Ford	F-59	Or Approved Equal	4X2	8	Automatic	Gasoline	Hydraulic	Step Van / Walk-In	See Special Provisions	

EQUIPMENT SUBSTITUTION FORM

EQUIPMENT SUBSTITUTION FORM

Project: Mercy House, Walk-In Step Van, Equipped Food Truck

A separate form should be completed for each substituted item.

From: _____ Date: _____

Specified Item: _____
(Item Number) (Description)

We believe that the following product is equal or superior to the specified product in appearance, durability, performance, and in every other respect, and we hereby submit it for your consideration as a substitute for the specified item for the above-mentioned project:

A. Proposed Substitution (manufacturer & model number): _____

B. Reason for Substitution: _____

C. List differences between proposed substitution and specified item: _____

D. Manufacturer's warranties of the proposed and specified items are: ☐ Same ☐ Different

E. List information on availability of maintenance service and source of replacement materials: _____

F. Certification of, and Assumption of Liability for, Equivalent Performance:
The undersigned states that the function, appearance and quality of the proposed substitution is equivalent or superior to the specified item and is in compliance with the bid.

Supplier Signature

Telephone Date

REVIEW AND ACTION (to be filled-in by Executive Director Ken Austin)

☐ Substitution Proposal Rejected because Not Complete

☐ Substitution Accepted

☐ Substitution Accepted as Noted

☐ Substitution Rejected

By: _____

Date: _____

Remarks: _____