



City of Commerce
P.O. Box 348
Commerce, GA 30529
Phone/Fax : (706) 335-1893
Email : ccase@commercega.gov

INVITATION TO BID

Bid Availability Date: October 20, 2023
Bid Number: ITB 24-002
Bid Name: **Water & Sewer Department Service Truck**
Contract: One Time Purchase issued by Purchase Order

The City of Commerce is soliciting bids for the purchase of one (1) service truck. Specifications, terms, and conditions are contained herein.

Vehicle minimum specifications:

- Dodge Ram 2500 or Equivalent
- Year 2023 or newer
- Color – White
- Crew Cab
- V8 Unleaded Gasoline or Diesel Fuel Type
- Automatic transmission
- Four Wheel Drive (4x4)
- Utility Bed
- Bluetooth equipped radio for hands free calling.

The bidder may give quotations on any one or more items and may offer alternates. The City reserves the right to reject all bids that are non-responsive or not responsible. The City reserves the right to cancel the ITB at any time before the closing date.

BID DUE DATE/TIME: October 26, 2023, at 2:00 p.m.
RETURN BID VIA: fax, email, mail, or deliver to:
Phone/Fax: 706-335-1893
Email: ccase@commercega.gov (PDF Format Only)

Delivery:
City of Commerce
Attn: Finance Director – ITB #24-002.
P.O. Box 348
27 Sycamore St.
Commerce, GA 30529

1. GENERAL INFORMATION FOR BIDDERS:

- a. From the issue date of this Invitation to Bid (ITB) until an award has been announced, vendors shall not communicate with any City of Commerce elected official or employee, with the exception of the name stated above or the Finance Director, concerning this ITB or any information herein.
- b. Whenever the terms “shall”, “must”, “will”, or “is required” are used in the ITB, the item being referred to is a mandatory requirement of this ITB and failure to meet any mandatory requirement may be cause for rejection of the bid.
- c. All amendments and or addendums will be posted on the City of Commerce Website, www.commercega.gov and it is the bidder’s responsibility to check this site on a regular basis. The City will not be responsible for any information not viewed by bidders.

2. QUOTATIONS

- a. The City of Commerce reserves the right to:
 - i. waive formalities and technicalities in any quotation;
 - ii. reject any and/or all quotations when in the City’s judgment;
 - iii. accept the quotation that in its judgment will be in its best interest;
 - iv. purchase from any source, in part or in whole any supplies, equipment or services;
 - v. at its option, award on individual items or on a lump sum basis;
 - vi. award this bid to the vendor who in the City’s opinion is most responsive and responsible and will perform in the best interest of the City;
 - vii. negotiate final product and final price.
 - b. Price alone will not be the determining factor in the award of this bid.
 - c. The bidder may give quotations on any one or more items and may offer alternate where indicated. No substitutes will be accepted once the order is placed.
- 3. PRICE:** Prices quoted shall include all costs and charges to include, but not limited to purchasing, packing, transporting the equipment and/or services described herein. The City of Commerce is exempt from state sales tax. All fees shall be included in the bid price. Bidders must quote based on the bid unit listed.
- 4. SAMPLES:** If samples are requested by the City of Commerce, they shall be at no charge to the City and will become property of the City, unless return is requested by the bidder in writing in their bid. Return of samples will be at the bidder’s expense.
- 5. AWARD:** This bid may be awarded to multiple vendors if it is in the best interest of the City.
- 6. SAFETY:** Material Safety Data Sheets shall be provided for all applicable items.
- 7. DELIVERY:** Delivery of all materials from this quotation must be FOB destination to the City of Commerce. Delivery shall be made within the vendor’s quoted days after receipt of order. Any item(s) not delivered within the time limit may be cancelled by City at no expense to same. No deliveries are accepted on Saturdays, Sundays or holidays. DELIVERY SHALL BE ACCOMPLISHED ON WEEKDAYS BETWEEN 8:00AM AND 3:30PM EASTERN TIME.
- 8. INSPECTION:** All merchandise and services shall be subject to inspection after arrival at destination or completion of work. In case any items are found to be defective or otherwise not in conformity with specifications or statement of work, the City has the right to reject such items and/or services and return them at the bidder’s expense.

9. PAYMENT: The City of Commerce shall make payment for goods and services within thirty (30) days upon receipt, inspection and acceptance by City personnel and receipt of invoice. Payment will be made by check.

10. FACILITIES AND EQUIPMENT: The bidder shall be responsible for the protection of the City of Commerce premises and property and will be held liable for any damages caused by the bidder, bidder's employee(s) or bidder's agent(s) during the execution of this bid, resultant purchase orders or contracts.

11. INTERPRETATION: If a bidder contemplating submitting a price quotation is in doubt as to the true meaning of any part of these documents, submit a request for interpretation to the Purchasing Agent via the contact information listed in this document. All such interpretations will be posted on the City of Commerce web page.

12. INDEMNIFICATION:

a. The bidder does hereby indemnify and shall hold harmless the City of Commerce, it's council members, employees, agents, and servants (each of the forgoing being hereafter referred to individually as "Indemnified Party") against all claims, demands, causes of actions, actions, judgments or other liability including attorney's fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with the Bidder's performance or failure to perform this agreement, including but not limited to:

- i. All injuries or death to persons or damage to property, including theft.
- ii. Bidder's failure to perform all obligations owed to the bidder's employees including any claim the bidder's employees might have or make for privilege, compensation or benefits under any HCBOE benefit plan.
- iii. any and all sums that are due and owing to the Internal Revenue Service for withholding FICA, and unemployment or other State and Federal taxes.

b. The bidder's obligation to indemnify any Indemnified Party will survive the expiration or termination of this agreement by either party for any reason.

13. TERM OF CONTRACT: By submitting a bid in response to this ITB, the bidder is agreeing to guarantee bid prices for the period beginning with bid award and ending Sixty (60) days after submittal. The term may be extended for a period of six weeks upon the agreement of both parties.

14. BID SUBMITTAL REQUIREMENTS: Each Bid shall be submitted to the Purchasing Office and shall include the following documents:

- a. A Signed copy of this ITB,
 - i. Original signature of an agent authorized to bind the company;
 - ii. Contact information
- b. Company W-9 Form
- c. Pricing & specification for requested vehicles, as well as any recommended alternatives.

15. BID RECAP:

A. A bid summary shall be published on the City of Commerce Website

B. A bid summary is available to all other requesters at no charge if requested within thirty days of bid award.

C. After thirty days of bid award, bid documents are available under the Georgia Open Records Act. A written request must be made to the City of Commerce.

OTHER: The undersigned offers and agrees to furnish any or all the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this ITB, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

SUBMITTED BY _____ DATE _____

TITLE _____ EMAIL: _____

COMPANY NAME _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE NUMBER _____ FAX NUMBER _____

COMPANY WEBSITE _____

SIGNATURE _____