

INVITATION TO BID NO: 18-ACI-003



ACI ITB CONTACT: Bob Thrash

ACI ITB PHONE: 334.261.3619

BIDS MUST BE RECEIVED BEFORE: 11:30am on 09/27/2018. BIDS WILL BE PUBLICLY OPENED @ 1:30pm on 09/27/2018

TO BE COMPLETED BY VENDOR:

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: \_\_\_\_\_ (DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT)
3. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_.
4. E-MAIL ADDRESS: \_\_\_\_\_.
5. WEBSITE: \_\_\_\_\_.
6. GENERAL CONTRACTORS LICENSE NO, IF APPLICABLE \_\_\_\_\_.
7. TYPE OF G.C. LICENSE, IF APPLICABLE: \_\_\_\_\_.

\*\*\*\*IMPORTANT NOTE\*\*\*\*

BIDDERS MUST COMPLY WITH ALL INSTRUCTIONS TO BIDDER ON THE FOLLOWING PAGES, TO INCLUDE COPY REQUIREMENT ON PAGE 2 LINE 4.

RETURN BID BY: US MAIL, PRIVATE COURIER, or HAND DELIVERED: SIGNATURE REQUIRED

RETURN BID TO: Alabama Correctional Industries  
1400 Lloyd Street  
Montgomery, AL 36107-0084

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING.

SWORN TO AND	_____	_____
	VENDOR'S STAARS NUMBER	AUTHORIZED SIGNATURE (BLUE INK)
SUBSCRIBED BEFORE ME THIS	_____	_____
	COMPANY NAME	TYPE/PRINT AUTHORIZED NAME
____ DAY OF _____	_____	_____
	MAILING ADDRESS	TITLE
_____	_____	_____
SIGNATURE NOTARY	CITY, STATE, ZIP	TOLL FREE NUMBER
_____	_____	_____
TERM EXP:	( ) _____	( ) _____
	PHONE NUMBER	FAX NUMBER

**SPECIAL INSTRUCTIONS TO THE BIDDER:**

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. All bid package(s) must be identified with the bid number and opening date placed on the lower left hand face side of the package(s). Multiple package(s) will also include package number/total packages; example 2 packages or 1 package & 1 sample: Mark package 1 as 1 of 2, and mark package 2 or sample as 2 of 2. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. ACI does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the ACI office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in BLUE ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. ACI does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. ACI requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. ACI assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection:**

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions may result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid responses with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to include manufacturer's data sheet and comparison when bidding an alternate.
- Failure to submit the original bid and a complete exact copy

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number. Failure to provide documentation within 5 business days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

**Choice of Law; Venue:**

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be in the City of Montgomery in the State of Alabama.

**Not to Constitute a Debt of the State:**

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

**END OF BIDDER INFORMATION SECTION:**

ACI Policies and procedures for Bid Management

**Chapter 1**

These policies and procedures will be conducted in accordance with Code of Alabama 1975, Section 14-7-8 and Section 41-16-20 thru 41-16-32.

- 1-1 Definitions
- 1-2 General Requirements of Vendors
- 1-3 Operational Policy
- 1-4 Performance

**1-1 Definitions.**

As used in this chapter, except where the document clearly indicates otherwise, or where the term is defined elsewhere in this chapter, the following definitions shall apply:

- A. "Awarding Authority" refers to the Alabama Correctional Industries, Office of the Director. A Division of the Alabama Department of Corrections.
- B. "ACI" refers to the Alabama Correctional Industries.
- C. "Office of Procurement" refers to the ACI Office of Procurement and the Departmental Procurement Officer.
- D. "Term Contract" means an open-end contract for a specified term, against which the ACI Office of Procurement may issue purchase orders for the goods or services specified by the contract.
- E. "Purchase" means the acquiring of any goods or services by ACI.
- F. "Contract" means a document or documents stating the terms and conditions for acquiring goods or services. In the event of a purchase by purchase order, the contract shall be deemed to include the purchase order, the Invitation to Bid, Bid Documents, and the bid of the successful bidder.
- G. "Invitation to Bid" (ITB) means a solicitation in writing for goods and/or services requiring all bids to be sealed when received and to be opened in public.
- H. "Bid" means any response submitted by a bidder in response to an ITB.
- I. "Bid Documents" means all 'In writing' as described below. Including, but not limited to: instructions, specifications, drawings, & addendum; Issued by the Office of Procurement.
- J. 'As written' or 'In writing' or other references to writings, notices, correspondence or documents may include e-mail or

other electronic communication if such form of communication is approved by the Office of Procurement.

- K. "Request For Information" (RFI) means a written request from a prospective bidder submitted to the Office of Procurement seeking clarification on something contained, or omitted in the bid documents. Responses to RFI's will be in the form of an Addendum.
- L. "Addendum" something added to a document or book, usually containing missing information or clarification of existing information. The dictionary list Addenda (Latin plural) and Addendums (English plural) of the word Addendum.
- M. "Contract Documents" consist of ALL "Bid Documents" and evaluation/tabulation documents pertaining to the successful bidder. Contract Documents will be conformed to Addenda and so noted.
- N. "Notice of Award" means a document issued to a bidder accepting their bid.
- O. "Value Engineering" It is not the intent of any specification, issued by ACI, to stifle innovation and advancement of the manufacturing industry. Herein; value engineering means the use of a product significantly different from the specified, so as it cannot be considered a "like item" but delivers a similar outcome as the specified; at a significantly lower cost.
- P. "Substitution(s), Deviation(s) and Omissions(s) from the Bid Documents" are defined as an item that materially conforms to the specifications but is technically different from the item specified. Or, an item that does not materially conform to the specifications but is being offered in its place. Or, an item required by the Bid Documents but not included in the bid. All the items in this part must be listed, on Company (bidder) letter head in letter format and individually by bullet list. Detailing all technical differences to include a line by line comparison of what is specified and what is proposed in the bid.
- Q. "Notice of Intent to Award" is an electronic posting on the Purchasing Division and ACI websites evidencing the intent of the awarding authority to accept a bid and to award a contract at the expiration of five (5) business days.
- R. "Evaluation Period" is the time after bid opening and before the issuance of a "Notice of Intent to Award" during which time a bid is examined and reviewed for compliance with the bid documents, lifecycle cost, past performance of the bidder which may include, but not limited to, Duns Evaluations, Credit Reports, BBB (Better Business Bureau), and other generally accepted forms that track business practices for determining the reliability of the bidder, for the good or service being procured.
- S. "Bid Subscription Organization" is any organization, corporation, partnership or other business entity that maintains a government procurement and bid database and that provides information and leads about government bids to subscribers for a fee.

## 1-2 General Requirements of Vendors

This section covers requirements of vendors registering with Alabama Correctional Industries. All vendor information contained within STAARS (State of Alabama Accounting and Resource System) is the responsibility of the vendor and must be addressed through the Vendor Self Service portal on the Alabama Department of Finance, Division of State Purchasing and Division of State Business Systems websites and the instructions provided there ([www.purchasing.alabama.gov](http://www.purchasing.alabama.gov) and <https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService>). Registration within STAARS is required for any process related to the Alabama Department of Finance, Division of State Purchasing, Division of State Business Systems, and Division of Comptroller's Office. This includes maintaining all remittance addresses, as ACI payments for goods will be processed through STAARS. Registration with Alabama Correctional Industries is a separate process as noted below.

- A. Vendor Registration Application. Every person or firm (also known hereinafter as Vendor) desiring to receive ITB's on goods or services purchased through the Alabama Correctional Industries, Office of Procurement must submit a vendor registration application. The information submitted on the application will determine the types of goods or services and the geographic area in which the applicant proposes to bid. The application can be acquired by e-mailing [ACI.Accounting@doc.alabama.gov](mailto:ACI.Accounting@doc.alabama.gov) or calling (334) 261-3619.
- B. Prospective ACI vendors. Should a vendor be awarded a bid, in whole or part, the vendor will be required to be a valid vendor within STAARS (registration can be completed at <https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService>) before a contract can be issued.
- C. Changes in Vendor Registration. It is the sole responsibility of the vendor to maintain its registration information. All changes and/or updates to Vendor information will be made electronically at <https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService>.
- D. Removal from Vendor List. The ACI Procurement Officer may remove from the Vendor list the name of any vendor for reasons of nonperformance on any contract or other factors deemed reasonable and valid by the ACI Procurement Officer.
- E. State Laws and Rules. Vendors are presumed to be knowledgeable of all laws, rules, and regulations that govern the purchasing process in Alabama. Vendors are responsible to read all pages contained in an ITB.
- F. Taxes and Fees. The State of Alabama is exempt from paying federal excise taxes and state and local sales taxes. Bidders must offer prices that do not include such taxes. Exemption information will be furnished upon request.
- G. Errors, Conflicts, and Omissions in the Bid Documents. It is the responsibility of all bidders to examine the bid documents thoroughly, and seek clarification on all errors, conflicts, and omissions found during the bid process by a written "RFI", delivered in a timely manner to the ACI Procurement Officer. RFI's will be answered in an addendum. When issued by ACI, Addenda become part of the bid documents. Timely manner: RFI's received more than forty-eight (48) hours (does not include

weekends or holidays) prior to the stated bid delivery date/time will be addressed. RFI's received less than 48 hours prior to bid time will be addressed time permitting. BE ADVISED \*\*ANY VENDOR MAKING DECISIONS WITHOUT RECEIVING CLARIFICATION ON ERRORS, CONFLICTS, AND OMISSIONS ACCEPTS THE FINANCIAL BURDEN OF THAT DECISION\*\* No accommodations will be made to the contract for the vendor's decision. Verbal communications between Vendors and ACI will not constitute bid requirement(s) or contractual agreement(s).

- H. Samples. Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS pickup slip, postage or other acceptable modes of return. Individual samples must be labeled with the bidder's name, bid number and item reference, manufacturer's brand name and number or they may be rejected. When return is not requested samples will be disposed of in a manner acceptable to the Procurement Officer.
- I. Invoices/Payments. Invoices shall be submitted in arrears to the ACI administration office address appearing on the purchase order unless otherwise directed. Inquiries concerning payment after correct invoices have been submitted should be directed to the e-mail address [ACI.Accounting@doc.alabama.gov](mailto:ACI.Accounting@doc.alabama.gov).
- J. Pre-Qualified Bidders. Prior to the purchase of a specific good or service, the ACI Office of Procurement may screen potential "Registered" vendors and Open Market vendors for Quotes/bids to determine those firms that are capable, financially and otherwise, of providing the desired good or service in accordance with the specifications, within the desired time frame and in the desired quantities. The vendors on this Pre-Qualified Bidders List may respond to the ITB for good or service. All Open Market-Pre-Qualified bidders that are awarded a bid, in part or in whole, are required to complete Vendor Registration, as described in part A, B, & C of this section, within five (5) business days from receipt of an "Intent to Award". Be Advised: A contract cannot be issued and payment cannot be made to an unregistered vendor. Failure to complete registration will constitute a "lack of performance on the part of the vendor" and could result in disqualification and loss of bond(s). Pre-Qualified Bidders, open market or registered, are not certified as complying with bid documents. Only a cursory review of Company, products and business standing has been done. Proof of compliance is still the responsibility of the bidder.

### 1-3 Operational Policy.

- A. Visits, Salespersons, Etc. - Visits to ACI locations are permitted and encouraged. It is preferred that visits be scheduled by appointment.
- B. Invitation To Bid (ITB). State law requires Alabama Correctional Industries to request sealed bids for purchases involving more than the minimum amount prescribed by law except in emergency situations or as otherwise provided by law. All bids shall be sealed when received and shall be opened in public. A bid not properly identified at or before bid opening will be disqualified. Bids properly identified in accordance with the terms and conditions of the ITB will be securely kept, unopened until stated opening date and hour. Alabama Correctional Industries accepts no responsibility for premature opening of a bid not properly identified or late arrival of a bid for whatever reason. At the hour stated in the notice all bids shall be opened in public for information of interested parties who may be present either in person or by representative. Such information is not to be construed as meaning any bid meets all specifications as set out in the ITB.
- C. Cancellation of ITB. The Office of Procurement may cancel an ITB any time prior to the bid opening or award.
- D. Submission of Multiple ITB's. Responses to multiple ITB's may be submitted in the same delivery package, provided, each bid in the package is separately sealed, properly identified, and arrives on time, as described in the ITB instructions.
- E. Postage Due or Collect. When postage due or collect mail is delivered, ACI cannot assume the responsibility for paying the amount due and will refuse the mail.
- F. Late Bids. Bids must be received in the ACI Office address location as designated in the bid documents on or before the date and hour designated in the ITB. Late bids will not be accepted.
- G. Bid and/or Performance Bond.
  - a. A Bid or Performance Bond may be required by the ITB. When required, the amount will be stated. A Bid or Performance Bond shall consist of a cashier's check, other type bank certified check (personal or company checks are not acceptable), bank or postal money order or surety bond issued by a company authorized to do business within the State of Alabama. Irrevocable letter of credit and certain U.S. notes and bonds may be accepted when approved by the Office of Procurement no later than twenty-four (24) hours prior to bid opening. The Director of Alabama Correctional Industries shall be the custodian of the Performance Bond. The Bond must reference the bid and be payable to Alabama Correctional Industries. The bond shall be returned to the vendor upon instructions of the Director of ACI.
  - b. Bid Bond: Guarantees good faith and firm bid for period stated in bid and must accompany the bid. Bid Bonds will be returned to all bidders upon final award of the bid.
  - c. Performance Bond: Guarantees vendor will provide on time delivery of the goods and/or services specified. When required, bond must be filed with the ACI Office of Procurement within time specified in the ITB, not including State holidays, after receipt of notice of award. Performance Bond will be returned, in reasonable time, after the Director of ACI has received verification that the contract has been satisfactorily completed, or the vendor has demonstrated by performance, in the opinion of the Director of ACI, the ability to fulfill the remainder of the contract.
- 8. Award.
  - a. Awards shall be made on contracts entered into with the lowest responsible bidder meeting all specifications and terms and conditions established by the bid documents and the bid evaluation. The Office of Procurement reserves the right to determine the lowest responsible bidder on the basis of an individual item or group of items. Delivery dates may be a factor in awards. Multiple awards may be issued if notice is contained within the bid and when technical compatibility and/or operational specifications are defined.
  - b. The Office of Procurement may award the contract to a preferred bidder as provided in Alabama law. Tie bids will be awarded to the bidder that, in the opinion of the Director of ACI, will best serve the interests of ACI.
  - c. Upon award of a bid, the Office of Procurement will issue a purchase order or Notice of Intent to Award which will be given for immediate acceptance by the awarded bidder. Unless the Office of Procurement is promptly notified to the contrary, the bidder

accepts the order or award and will make delivery as specified in the award. No award is valid without the signature of the Director of ACI affixed to it.

9. Discounts for timely payments. Discounts offered by bidders for timely payment shall be deemed part of the bid price for cash payment in the regular course of business without regard to date of remittance. Bid prices will be net unless specifically noted otherwise. All discounts offered will be considered in determining the low bid.

10. Prices. All prices shall be shown in U.S. currency and rounded to not more than four (4) decimal places.

11. Specifications.

- a. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Salient features of a brand name not specifically listed in a bid are not considered required, but set a standard. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Office of Procurement will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB.
- b. Reference by ACI to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.
- c. Order of precedence: Addenda take precedence over all. Written specifications take precedence over drawings. Large scale drawings take precedence over smaller scale.
- d. Substitute Offer: The bidder has the burden of demonstrating that a substitute offer is equivalent to and meets/exceeds the standard of quality indicated by the brand name and number referenced.
- e. Nonconforming Merchandise: When merchandise received from the lowest responsible bidder is not in accordance with the purchase order it will, upon written request, be returned to the bidder at bidder's expense. Written request must be received by the Office of Procurement within five (5) business days of ACI's initial "Date of Notification" of Non-Conformance. Request after five (5) business days may be subject to storage and handling fees.
- f. Warranties: All manufacturers' standard warranties will apply to all goods and services unless otherwise stated.

12. Title. Transfer of title to merchandise will take place at the point and time ACI receives and accepts the items purchased.

13. Records - Public. After posting the notice of intent to award, records of the Office of Procurement pertaining to the bid process shall be open to public inspection at 1400 Lloyd St, Montgomery AL every Tuesday between the hours of 8:30 a.m. and 10:00 a.m. and every Thursday between the hours of 2:00 p.m. and 3:30 p.m., and on prearranged terms that do not interfere with the regular operation of the division. Should any individual need copies of records, he/she must supply his/her own means of making the needed copies at the Office of Procurement.

14. Protest. The Office of Procurement shall provide a notice of intent to award of all contracts let by competitive bid by electronic posting on the Alabama Department of Corrections website and/or the ACI website. Any bidder adversely affected by an "Intent to Award" a contract let by competitive bid shall file a notice of protest with the Office of Procurement within five (5) business days after the notice of intent to award is electronically posted. The notice of protest may be filed by registered/certified mail, private courier (UPS, FEDEX, etc.) signature required, by hand delivery receipt attached. The notice of protest must be filed with the Office of Procurement by 4:00 p.m. Central Time, on the fifth (5<sup>th</sup>) business day after the notice of intent to award is electronically posted. A formal written protest shall be filed within seven (7) days, excluding Saturday, Sunday, and State holidays, after the notice of protest is filed. The formal written protest may be filed by registered/certified mail, private courier (UPS, FEDEX, etc.) signature required, by hand delivery receipt attached. The formal written protest must be filed with the Office of Procurement by 4:00 p.m., Central Time, on the seventh (7<sup>th</sup>) day after filing the notice of protest. The bidder or its legal representative must sign the formal written protest or it will not be accepted. Failure to file either the notice of protest or the formal written protest within the time limits prescribed herein shall constitute a waiver of any protest of the award of contract.

The formal written protest shall state with particularity the facts and law upon which the protest is based. Within twenty-one (21) business days of receipt of the timely filed, formal written protest, the Office of Procurement shall issue a written decision with respect to the protest. Should the decision by the Office of Procurement be adverse to the bidder, the bidder may seek relief in accordance with section 41-16-31 of the Code of Alabama.

15. Communication during Bid Evaluation: There shall be no communication during the evaluation period between any Vendor and the Evaluation Team managing the bid process; with exception to the following: Only WRITTEN communication will be accepted by the team concerning 1) other business (non-bid related) between vendor and ACI; or 2) a request to withdraw your bid from consideration. Be Advised, withdrawal of a bid after bid opening can be grounds to forfeit the vendors bid bond.

16. Value Engineered Bids: Bids containing value engineering shall be presented/labeled as ALT :(bid#). Many factors weigh in on the ability to evaluate non-specified items in the time allowed; Alternate bids may/may not be evaluated at the sole discretion of the Office of Procurement.

17. No Valid or Compliant Bids: If, after evaluation of all bids accepted by the Office of Procurement at bid opening, the accepted bids are determined to be non-compliant with the "Bid Documents" of the ITB, or the accepted bids exceed ACI's budget for the good or service, either in total amount of the bid or in one or more pricing lines contained in the bid, only at the discretion of the Director of ACI, may all bids rejected for procedural reasons be declared acceptable. Procedural reasons include, but are not limited to, bid(s) not signed as required, bid(s) not notarized as required, bid(s) not identified as required by bid opening and others. Should a procedurally rejected bid meet all specifications, terms and conditions, and ACI's budget requirements, the Office of Procurement may award the contract to the vendor submitting the bid. If, after accepting and evaluating procedurally rejected bids, no compliant bid can be found, the Office of Procurement, may take action necessary to acquire the good or service sought by ACI by obtaining open market quotes.

1. Shipping Authority. The lowest responsible bidder will receive a notice of award/contract from ACI Office of Procurement. ACI will issue all purchase orders written against said contract. Any vendor that delivers without a duly authorized purchase order does so at its own risk.
2. New/Used/Altered Commodities. All supplies and equipment furnished must be new and in first class condition unless the purchase order specifically permits used items. Demonstration, previously rented or reconditioned items are not considered new. No new or used equipment is acceptable if serial number or any other manufacturer's identifying label or make has been removed, obliterated, altered, or changed in any way.
3. Packaging. All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order and/or requisition number.
4. Back Orders. If it is necessary to back order any items, the vendor must notify ACI and advise as to the expected shipping or delivery date. If this date is not acceptable, then ACI may seek remedies for default.
5. Substitutions. Substitutions on a purchase order shall require the approval of the Office of Procurement. The Office of Procurement reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at the vendor's expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or ACI may seek remedies for default.
6. Loss or Damage in Transit. Delivery by a vendor to a common carrier does not constitute delivery to ACI. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. ACI accepts title only after satisfactory receipt at the delivery point. ACI shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and ACI will not be inconvenienced because of the shortage, the vendor may be permitted by the Office of Procurement to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by Alabama Correctional Industries, unless otherwise specified in the ITB.
7. Freight. Delivery points are established for each individual purchase in the manner determined by Alabama Correctional Industries.
8. Delivery Time. The number of calendar days required for delivery after receipt of a purchase order shall be stated in the ITB, and/or the purchase order. When no time is stated in either document, the time shall be 14 calendar days after receipt of order. If a shipment is not made within the time period specified, the purchase order may be canceled.
9. Receipt by Alabama Correctional Industries. If not otherwise stated in the order, ACI will be said to have received goods when they have been delivered, unloaded, and placed on/in receiving office's dock and verified by the appropriate ACI staff. In the event there is no dock, as delivered, unloaded, & placed on/in the designated area specified by the appropriate ACI staff. Shipments will be checked against the receiving copy of the purchase order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.
10. Inspection. All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the Office of Procurement. Failure to inspect or to reject upon receipt, however, does not relieve the vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, Alabama Correctional Industries will reject the goods and the vendor shall immediately supply goods meeting specifications or the Alabama Correctional Industries may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the vendor promptly after rejection, at the vendor's expense. If not removed in ten (10) business days, the items may be disposed of at the discretion of ACI.
11. Monitoring of Services. Performance of services will be monitored by ACI and evaluation reports may be filed with the Office of Procurement. Performance not meeting specifications will result in cancellation of contract or purchase order and may result in vendor being removed from Vendor list.
12. Complaints About Vendors. Any deficiencies in products or vendor performance shall be reported by Office of Procurement to the vendor. Failure of a vendor to respond promptly may result in cancellation of the contract or purchase order and may subject the vendor to removal from the Vendor list.
13. Default by Vendor. In case of a default on a contract and/or order by a vendor, Alabama Correctional Industries may procure the goods or services from other sources and hold the vendor responsible for any excess cost in price and/or handling.
14. Cancellation of Purchase Order/Contract. A purchase order can be canceled in whole or in part when vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written notice of cancellation from the Office of Procurement. A term contract can be canceled by the Office of Procurement, for justifiable cause, by giving the vendor thirty (30) calendar days written notice. A vendor may request cancellation and the Office of Procurement may grant the request if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the Office of Procurement. Contracts for services may be cancelled, for justifiable cause, by Alabama Correctional Industries, by giving the vendor 72 hours' written notice.
15. Payment Withheld. Without agreement (in advance of shipping) from the Office of Procurement to receive and make payment for partial delivery, payment may be withheld until all items have been delivered and all requirements of the contract purchase order have been fulfilled.

**END OF POLICIES AND PROCEDURES SECTION:**

## SPECIFICATIONS:

SITE VISIT REQUIRED: NO

### DELIVER TO:

ACI Attn: BOB THRASH  
1400 Lloyd St.  
Montgomery AL 36107

ITB NO. 18-ACI-003

RETURN DATE: 09/27/2018 TIME: 11:30am

OPENING DATE: 09/27/2018 TIME: 1:30pm

### **SECTION 1 GENERAL**

This invitation to bid is for the purchase of a propane fueled forklift. Equipment to be new, in unused condition. Demonstration models are not acceptable. The vendor awarded the bid will be responsible for delivering unit to ACI Warehouse dock, located at 1400 LLOYD ST, MONTGOMERY AL. Uncrate fully assemble and made ready for use by ACI staff. Made ready for use to include, but not limited to: All zerk fittings to be fully lubricated. Oil/Fluid levels of the engine, transmission, and hydraulic systems are to at full per factory specifications. Include operation and maintenance manual(s), all warranty cards filled in and delivered to Tyrone Lucas or appointed ACI staff receiving equipment.

### **SECTION 1 ITEMIZED**

1. Forklift to be by TOYOTA, model # 8FGCU25: Furnish unit with all standard features, which are incorporated here by reference, Warranties and the following:
  - Strobe light- yellow
  - Reverse activated blue spot light
  - Rear view mirrors (left & right sides)
  - Adjustable volume back-up alarm (smart alarm)
  - Rear pillar assist grip with horn button
  - Fire extinguisher
  - 33lb. LP Steel tank
  - UL Approved model type "LP"
  - Copy of Manufacturer's Warranty Certificate
  - Certified repair facility within 25 miles of Montgomery, AL

Equal products by CROWN, HYSTER, & DYNA-LIFT, Modified to comply with the specifications are pre-approved equals. It is the responsibility of the bidder to ensure the quality of an alternate product meets the specifications. When bidding an alternate product bidder is required to provide with bid the manufacturer's data sheet and a comparison worksheet of the specified vs alternate being bid.

### **PRICE SHEET**



MAKE            MODEL            PRICE PREPED AND DELIVERED  
TOYOTA        8FGCU25            \$ \_\_\_\_\_ NET 30

Is an extended warranty available    Yes / No.  
Cost \$ \_\_\_\_\_                      DURATION \_\_\_\_\_

Optional extended warranty  
Cost \$ \_\_\_\_\_                      DURATION \_\_\_\_\_

BIDDING ALTERNATE  
MAKE            MODEL            INCLUDE DATA & COMPARISON SHEETS  
\_\_\_\_\_        \_\_\_\_\_            \$ \_\_\_\_\_ Net 30

Is an extended warranty available    Yes / No.  
Cost \$ \_\_\_\_\_                      DURATION \_\_\_\_\_

Optional extended warranty  
Cost \$ \_\_\_\_\_                      DURATION \_\_\_\_\_

END OF SPECIFICATOINS.