

Central Midlands Regional Transit Authority

dba



Central Midlands Transit
Sale of Surplus Vehicles
Invitation For Bid

Columbia, South Carolina
Date: February 23, 2018

Due Date: March 12, 2018

Time: 3:00 P.M.

Receipt Location:

The COMET Administrative Offices
ATTN: Virginia Goodson
3613 Lucius Rd.
Columbia, SC 29201

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PUBLIC NOTICE

INVITATION FOR BIDS (IFB)

The IFB seeks a contractor to provide the scope of services requested herein. The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

The Central Midlands Regional Transit Authority d/b/a The COMET (referred to as either The COMET or the Authority) will accept sealed bids for the vehicles available. All vehicles will be available "as is", "where is". It will be the highest bidder's responsibility to remove the item awarded by the date specified in the award notification.

Bidders will be able to view the vehicles in person if they would like on Friday, March 2, 2018, from 9:00 a.m. to 12 noon. This will be the ONLY chance to view the vehicle – no exceptions!

All bids must be submitted by 3:00 P.M., March 12, 2018. Please reference the IFB document(s) for submission requirements. The COMET encourages the use of recycled paper, and where practicable, printed on both sides, for all submittals.

All bid responses should be mailed or delivered to:

The COMET Administrative Offices
ATTN: Virginia Goodson—Procurement Officer
3613 Lucius Rd.
Columbia, SC 29201

For a copy of the IFB, please contact Ms. Virginia Goodson, Procurement Officer, at virginia.goodson@catchTheCOMET.org. A copy of the IFB is also posted on The COMET website. Please include your name, contact information (e-mail and mailing addresses, telephone number), including how you want to receive a copy of the IFB, and the name of the organization you are representing.

TIMETABLE

Date and Time

Action

February 23, 2018

Publish/Release IFB

March 2, 2018

Vehicle Preview 9:00 a.m. – 12 noon

March 12, 2018

Bids Due

March 13-15, 2018

Notification of Bid winners

PART 1: GENERAL INFORMATION, TERMS AND CONDITIONS AND PROCUREMENT PROCESS

A. GENERAL INFORMATION

- 1. Ethics and No Contact Policy.** After issuance of this IFB, Offerors, or anyone acting directly or indirectly on behalf of an Offeror or potential Offeror (Offeror) or a subcontractor (Subcontractor) shall not discuss or submit inquiries about this IFB in any way with any of The COMET's employees, agents, or elected or non-elected officials, or a member of the Board of Directors (the Board), other than the Procurement Officer, **Virginia Goodson**, virginia.goodson@catchthecomet.org. Any communication with the Procurement Officer must be in writing. The foregoing restriction expires once the bids have been announced. Violation of this restriction may result in disqualification of the Offeror for the award of the Contract, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act.
- 2. No Liability for Costs.** The COMET shall not be liable for any costs incurred by the Offeror or any other person in connection with the preparation or submission of the bid or any other materials required pursuant to this IFB.
- 3. Accuracy and Completeness.** By submitting a bid pursuant to this IFB, the Offeror represents that the information contained in such proposal is true, accurate and complete at the time of submission and warrants that such information will remain true, accurate and complete throughout the life of the procurement process and any contract awarded to the Offeror pursuant to this IFB.
- 4. Misrepresentation.** If The COMET finds the Offeror has either knowingly misrepresented any information or failed to provide requested information in a timely manner, this may constitute sufficient grounds for The COMET to deem the Offeror non-responsible or non-responsive.
- 5. Cancellation of IFB.** The COMET reserves the right to accept or reject any and all proposals received as a result of this IFB, to negotiate with all or selected Offerors, or to cancel, in part or in whole, this IFB if it is in the best interest of The COMET to do so.

B. TERMS AND CONDITIONS

- 1. Non-Discrimination.**
 - a. Non-discrimination Requirement. The Offeror shall not discriminate on the basis of race, color, religion, national origin, age, gender, sexual orientation, veteran status, disability and/or any other protected class under the law in the performance of this IFB.
 - b. Title VI of the Civil Rights Act of 1964. The Offeror agrees to comply with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, USDOT regulations, "Nondiscrimination in Federally-Assisted Programs of the USDOT, 49 CFR Part 21.
 - c. Equal Employment Opportunity. The Offeror may not discriminate against any employee or prospective for employment because of race, color, religion, national origin, age, gender, sexual orientation, veteran status, disability and/or any other protected classes

under the law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Offeror shall insert the foregoing provision (modified only to show the particular contractual relationship) in all of its third party contracts associated with the Decal Removal contract resulting from this IFB, except contracts for standard commercial supplies or raw materials and construction contracts. Further, the Offeror shall require all such subcontractors to insert a similar provision in all subcontracts, except contracts for standard commercial supplies or raw materials, except contracts for standard commercial supplies or raw materials and construction contracts.

d. Access Requirements for Individuals with Disabilities. Offeror must comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1612; and other applicable federal and state statutes, rules and regulations.

2. Termination. Should the contractor be found to have failed to perform its services in a manner satisfactory to The COMET, The COMET will provide written notice of such deficiency to the Contractor. The Contractor shall have, from the receipt of the written notice, thirty (30) business days to cure the deficiency. If the contractor fails to cure the deficiency, The COMET may terminate the contract immediately for cause. The COMET shall be sole judge of non-performance. In the event that The COMET determines to terminate the contract, contractor agrees that it will continue to provide services, if requested to do so by The COMET, pursuant to the contract until the effective date of the new contract.

3. Termination for Convenience or Mutual Agreement. The COMET may terminate this Contract for convenience with a written notice of not less than thirty (30) days. The parties have the right to termination upon mutual written agreement. There will be no additional costs to The COMET upon termination for convenience or mutual termination other than for work already performed satisfactorily and accepted by The COMET.

4. Financial Transparency. Upon written request from The COMET, the contractor shall provide The COMET any and all documents, data, and financial records, in written or electronic form, relating to the expenditure of all funds, regardless of the source of funding, paid to the contractor under this contract. Such information shall be provided within five days, unless otherwise agreed upon in writing by The COMET or his designee, of its request at no cost to The COMET. Such information shall be available for public disclosure by The COMET as provided for in the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10, et seq. (2014) (SCFOIA) and S.C. Code Ann. § 11-35-410 (2011). Contractor agrees to and shall insure that this financial transparency provision is included in each contract that it has with a subcontractor to perform work under this contract.

5. Freedom of Information Act. To the extent that the SCFOIA and S.C. Code Ann. § 11-35-410 require the production and release of public records, The COMET has a statutory duty to comply with SCFOIA and is subject to civil suit, including the award of costs and attorney's fees for failure to comply therewith. Contractor acknowledges that The COMET, in its sole

discretion, must determine what a public record is and what The COMET is required to release. In the event there is a dispute regarding what constitutes a public record and whether it is exempt from disclosure pursuant to S.C. Code Ann. § 30-4-40 or § 11-35-410, The COMET will give contractor five (5) days' notice prior to releasing such information, during which time contractor shall take whatever action it deems necessary to challenge the release. Further, if any legal actions are brought against The COMET as a result of contractor's refusal to provide or failure to cooperate with a The COMET request for information, contractor shall reimburse to The COMET all costs and attorneys' fees incurred by The COMET in connection with such an action and shall in all respects indemnify and hold The COMET harmless against any losses or financial penalties in connection with such action.

6. Laws and Regulations. Contractor will comply with all applicable State, Federal and Local Laws and regulations.

7. Immigration Law Compliance. By executing and entering into this contract, the contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended. Failure by the contractor to comply with the laws referenced herein shall constitute a breach of this contract and The COMET shall have the discretion unilaterally to terminate this contract immediately.

8. Legal Relationship. The contractor is an independent contractor and is not the legal representative or agent of The COMET. The contractor and The COMET have a business relationship based entirely on and circumscribed by this contract. No partnership, joint venture, agency, fiduciary, or employment relationship is intended or created by reason of this Contract.

9. Prompt Payment. The contractor must comply with all of The COMET's policies and procedures, specifically including its prompt payment policy.

10. Disputes. (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Ad Hoc Procurement Review Panel in accordance with the Authority's Procurement and Contract Administration Policy, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the RFP. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

11. Indemnification. Notwithstanding any limitation in this IFB, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any

and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. Any term or condition is void to the extent it requires the Authority to indemnify, defend, or pay attorney's fees to anyone for any reason.

C. PROCUREMENT PROCESS

1. Procurement Officer. Ms. Virginia Goodson is the Procurement Officer for this IFB and all contact regarding any aspect of this IFB shall be made to Ms. Virginia Goodson. All contact shall occur by e-mail to virginia.goodson@catchthecomet.org, except as otherwise authorized herein.

2. Submission of Bids.

A. **FOIA.** All bids received become the exclusive property of The COMET. At such time as the Contract is agreed to by the contractor and the Board, all bids submitted will become a matter of public record and shall be regarded as public records, with the exception of those elements in each bid that constitute confidential and proprietary information or trade secrets as those terms are used in the South Carolina Consolidated Procurement Code (S.C. Code Ann. § 11-35-410) and the Freedom of Information Act (S.C. Code Ann. § 30-4-40(a)(1)) and that are so marked in the IFB as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." However, bids which indiscriminately identify all or most of the bid as exempt from disclosure without justification may be released pursuant to a freedom of information request. The COMET shall not in any way be liable or responsible to any Offeror or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by a court order, and/or occurs through inadvertence, mistake, or negligence on the part of The COMET, its officers, agents, or employees. Any legal costs associated with determining confidential information is excluded or included in a public records request is at the expense of the Offeror.

B. Bid Format. Bids must be received at the O&M Facility by 3:00 pm EDT on March 12, 2018. Bids will be opened at 3:00 p.m. on March 12, 2018. Bids in response to this IFB shall be considered received at the time actually received by The COMET. The COMET will not accept late bids. Bids received after the time and date will be returned unopened at the Offeror's expense and the Offeror will be disqualified.

Each offeror must submit one (1) original signed unbound hard copy of the bid including pricing in a sealed envelope marked "Original Price Proposal."

"Do Not Open With Regular Mail."

Bids shall be delivered to: **Virginia Goodson, Procurement Officer**
The COMET
3613 Lucius Rd
Columbia, SC 29201

3. **Opening of Bids**. At the designated time for receipt of the bids, the bid packages will be opened and listed for the record of receipt.
4. **Reservation of Rights**. The COMET reserves the right to seek clarification and to request supporting documentation and contractors shall comply with these requests.
5. **Award Notification**. Notice of "intent to award" a contract will be sent via email to all contractors that submitted a bid. Any amendments to this solicitation will also be provided to all known interested contractors. Award will be made to the highest priced offer per vehicle. Offerors agree to adhere to all applicable State, Federal and Local laws and regulations. Applicable Laws and regulations will be attached to the purchase agreement. The successful offeror will be required to sign a standard "Offeror Certification- Non Collusion" and "Offeror Certifications-Debarment" form. (Appendix A).

PART 2: SCOPE OF SERVICES

The COMET requires bids on the following:

Each vehicle available on the list is available immediately upon award, however because many of the vehicles are not in drivable condition, pick up will be staggered based on the schedule published with the award notification. You must use the price sheet included in this IFB.

APPENDIX A – Non-Collusion & Ethics and No Contact Certifications

NON-COLLUSION CERTIFICATION

By submission of this proposal, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint proposal, each party certifies as to its own organization, under the penalty of perjury, that to the best of its knowledge and behalf:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Respondent or with any other competitor:
2. Unless otherwise required by law, the prices quoted in this Proposal have not been knowingly disclosed by the Respondent, directly or indirectly, to any other Respondent or to any other competitor prior to opening; and
3. No attempt has been made or shall be made by the respondent to induce any other person, partnership, or corporation to submit or not submit a Proposal for the purpose of restricting competition.

Respondent

Date

=====

Ethics and No Contact Policy Acknowledgement

After issuance of this IFB, Offerors, or anyone acting directly or indirectly on behalf of an Offeror or potential Offeror (Offeror) or a subcontractor (Subcontractor) shall not discuss or submit inquiries about this IFB in any way with any of The COMET’s employees, agents, or elected or non-elected officials, or a member of the Board of Directors (the Board), other than the Procurement Officer, **Virginia Goodson**, virginia.goodson@catchthecomet.org. Any communication with the Procurement Officer must be in writing, and submitted as required in this RFP. The foregoing restriction expires once the Vehicle bids have been announced. Violation of this restriction may result in disqualification of the Offer, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act. The prohibition contained herein does not apply to interviews with the Evaluation Committee, where such interviews are initiated by the Procurement Officer with an Offeror as provided in this IFB.

Respondent

Date

APPENDIX B – Price Sheet

PRICE SUBMISSION SHEET

PLEASE make copies if bidding on more than one vehicle.

ONE VEHICLE PER SHEET

Vehicle ID #	Year	Make	Model	Bid Amount
_____	_____	_____	_____	_____

I certify that I have the authority to make this bid and have the funds available. I understand that the vehicle listed above is available in the current condition “as is” and “where is”. I understand that if I am the winning bidder, I must remove the vehicle from The COMET’s property in the time frame given with the award announcement. If the vehicle is not removed by the deadline, it will be awarded to the next highest bidder.

Print

Phone Number

Signature

Email Address

Date

APPENDIX C – Vehicle List

Unit #	Year	Make	Model	Mileage	Engine	Transmission	GVW	Comment
41	2000	Ford	E450	393,574	7.3L Diesel	4R100	14,050	Not Drivable
44	2001	Ford	E450	479,775	7.3L Diesel	4R100	14,050	Not Drivable
45	2001	Ford	E450	406,388	7.3L Diesel	4R100	14,050	Not Drivable
46	2001	Ford	E450	517,410	7.3L Diesel	4R100	14,050	Not Drivable
47	2002	Ford	E450	378,468	7.3L Diesel	4R100	14,050	Not Drivable
48	2002	Ford	E450	492,224	7.3L Diesel	4R100	14,050	Not Drivable
49	2002	Ford	E450	415,430	7.3L Diesel	4R100	14,050	Not Drivable
50	2002	Ford	E450	459,905	7.3L Diesel	4R100	14,050	Not Drivable
51	2002	Ford	E450	387,489	7.3L Diesel	4R100	14,050	Not Drivable
52	2002	Ford	E450	387,490	7.3L Diesel	4R100	14,050	Not Drivable
53	2002	Ford	E450	387,491	7.3L Diesel	4R100	14,050	Not Drivable
54	2005	Ford	E450	301,688	6.0L Diesel	4R100	14,050	Not Drivable
55	2005	Ford	E450	278,760	6.0L Diesel	4R100	14,050	Not Drivable
56	2005	Ford	E450	332,090	6.0L Diesel	4R100	14,050	Not Drivable
57	2007	Ford	E450	300,287	6.0L Diesel	4R100	14,050	Not Drivable
58	2007	Ford	E450	238,305	6.0L Diesel	4R100	14,050	Not Drivable
59	2007	Ford	E450	261,255	6.0L Diesel	4R100	14,050	Not Drivable
60	2010	Chevrolet	4500	178,875	6.6L Diesel	Allison 1000	NA	Not Drivable
61	2010	Chevrolet	4500	210,820	6.6L Diesel	Allison 1000	NA	Not Drivable
62	2010	Chevrolet	4500	233,410	6.6L Diesel	Allison 1000	NA	Not Drivable
91	2006	Dodge	Stratus	94,698	2.7L GASOLINE	CHRYSLER	NA	Not Drivable
92	2006	Dodge	Stratus	381,681	2.7L GASOLINE	CHRYSLER	NA	Not Drivable
93	2006	Dodge	Stratus	95,293	2.7L GASOLINE	CHRYSLER	NA	Not Drivable
201	2002	35' BLUE BIRD	CS Diesel	612,102	CUMMINS ISC 8.3L	Allison BR300	34,500	Drivable
202	2002	35' BLUE BIRD	CS Diesel	574,535	CUMMINS ISC 8.3L	Allison BR300	34,500	Drivable
203	2002	35' BLUE BIRD	CS Diesel	577,631	CUMMINS ISC 8.3L	Allison BR300	34,500	Drivable
204	2002	35' BLUE BIRD	CS Diesel	245,859	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
205	2002	35' BLUE BIRD	CS Diesel	555,401	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
206	2002	35' BLUE BIRD	CS Diesel	517,232	CUMMINS ISC 8.3L	Allison BR300	34,500	Parts Only
207	2002	35' BLUE BIRD	CS Diesel	582,362	CUMMINS ISC 8.3L	Allison BR300	34,500	Parts Only
301	2002	35' BLUE BIRD	CS Diesel	655,614	CUMMINS ISC 8.3L	Allison BR300	34,500	Drivable
302	2002	35' BLUE BIRD	CS Diesel	626,043	CUMMINS ISC 8.3L	Allison BR300	34,500	Parts Only
303	2002	35' BLUE BIRD	CS Diesel	391,500	CUMMINS ISC 8.3L	Allison BR300	34,500	Parts Only
304	2002	35' BLUE BIRD	CS Diesel	276,565	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
305	2002	35' BLUE BIRD	CS Diesel	593,250	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
306	2002	35' BLUE BIRD	CS Diesel	360,631	CUMMINS ISC 8.3L	Allison BR300	34,500	Parts Only
307	2002	35' BLUE BIRD	CS Diesel	582,287	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
309	2002	35' BLUE BIRD	CS Diesel	671,352	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
310	2002	35' BLUE BIRD	CS Diesel	559,354	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
312	2002	35' BLUE BIRD	CS Diesel	679,625	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
313	2002	35' BLUE BIRD	CS Diesel	596,533	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
314	2002	35' BLUE BIRD	CS Diesel	413,253	CUMMINS ISC 8.3L	Allison BR300	34,500	Parts Only
315	2002	35' BLUE BIRD	CS Diesel	273,545	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
316	2002	35' BLUE BIRD	CS Diesel	371,862	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
317	2002	35' BLUE BIRD	CS Diesel	381,681	CUMMINS ISC 8.3L	Allison BR300	34,500	Drivable
401	2002	40' BLUE BIRD	CS Diesel	733,279	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
403	2002	40' BLUE BIRD	CS Diesel	469,011	CUMMINS ISC 8.3L	Allison BR300	34,500	Drivable
404	2002	40' BLUE BIRD	CS Diesel	541,360	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
405	2002	40' BLUE BIRD	CS Diesel	539,588	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
406	2002	40' BLUE BIRD	CS Diesel	575,161	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
407	2002	40' BLUE BIRD	CS Diesel	550,402	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
408	2002	40' BLUE BIRD	CS Diesel	531,613	CUMMINS ISC 8.3L	Allison BR300	34,500	Drivable
409	2002	40' BLUE BIRD	CS Diesel	618,212	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
410	2002	40' BLUE BIRD	CS Diesel	551,907	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable
412	2002	40' BLUE BIRD	CS Diesel	563,381	CUMMINS ISC 8.3L	Allison BR300	34,500	Not Drivable