

The Grady Memorial Hospital Corporation
d/b/a

GRADY HEALTH SYSTEM



Remarkable Service Exceptional Care

GRADY HEALTH SYSTEM

**INVITATION FOR BID
(IFB)**

FOR

**DISPOSAL OF SURPLUS VEHICLES: EMS
IFB#18029IM**

**Invitation for Bid Posted: November 15, 2018
Bid Due: November 30, 2018 at 12:00 P.M. EST**

SECTION 1: OVERVIEW, QUALIFICATIONS & EXPERTISE

Project Overview

GHS is accepting bids for the purchase of eight (8) vehicles from its EMS fleet. Vendors may bid on all units or individual units. Award will be awarded to highest bidder.

SECTION 2: BID EVALUATION, SELECTION PROCESS, AND SCHEDULE

1.0 SPECIFIC CONDITIONS

1.1 Contract Submittal

Bid Submittal Information	
Date:	November 30, 2018
Time:	12:00 p.m.
Mail bid Attn: Ivan L. Mann, Sr. Resource Specialist	DELIVERY ADDRESS & MAILING ADDRESS Grady Health System Procurement Department 50 Hurt Plaza, Suite 1300 Atlanta, GA 30303

1.2 The Bidder shall be responsible for ensuring that the bid is received before the deadline for submission of bids. Any bids received after the deadline time established will be rejected. Please confirm receipt of all bids. **There will be no public bid opening for this contract.**

1.3 Bids shall be submitted as follows:

Invitation for Bid for: **DISPOSAL OF SURPLUS VEHICLES – EMS / SUPPLY CHAIN
MANAGEMENT**

IFB Number: **18029IM**

From: [Name of Firm]

[Address of Firm]

2.0 FORMAT AND CONTENT OF BIDS

Emailed bids are not acceptable.

3.0 PROCESS FOR SELECTION

SECTION 3: SCOPE OF WORK

§ 3-A Scope of Services

GHS is accepting bids for the purchase of eight (8) vehicles from its EMS fleet. Vendors may bid on all units or individual units. Award will be awarded to highest bidder

Equipment Requirements:

See Attachment A: Units for BID (Excel Spreadsheet)

- Photocopies of all units for sale are available for viewing on Attachment B
- Vehicles are available for physical viewing at 342 Chastain Street S.E. Atlanta, GA. Contact Donald Evans at 404-831-8254(weekdays) or Jerome Meadows at 404-583-0843(weekends)

*The Grady Memorial Hospital Corporation d/b/a Grady Health System
Request for Bid Form*

- Successful bidder must remove units from GHS property within seven (7) days.

APPENDIX A: COST BID

- **Affix Bid price on ATTACHMENT A: Units for BID (Excel Spreadsheet)**
Emailed copies of bids are not acceptable.

IFB #15006IM

Please Note:

Bidder's Name: _____

Total contract value for ALL requirements, including G & A*: _____**

*G&A: All general and administrative costs, profits, travel, per diem, and ALL costs associated with this contract.

**This figure is the figure that will be used in the evaluation. _____

Where there is reference in the IFB to deliverables, submission requirements, or other response and contract performance discussions, said reference may not include all requirements in the IFB. It is incumbent upon the Bidder to read this entire IFB carefully and respond to and price all requirements and ensure "Total contract value for ALL Requirements" above includes all requirements.

(Print Name of Authorized Company Officer)

(Signature)

(Date Signed)

APPENDIX B: SOLICITATION / CONTRACT FORM

REQUEST FOR BID NUMBER: IFB#18029IM

IFB DESCRIPTION: DISPOSAL OF SURPLUS VEHICLES: EMS

BID RESPONSES MUST ARRIVE NO LATER THAN NOVEMBER 30, 2018 at 12:00 PM. NOTE: NO EMAILED COPIES.

This document contains **9** pages.

***NOTE: EMAILED RESPONSES ARE ACCEPTABLE.**

Vice President

Supply Chain Management: _____ **DATE:** _____

PLEASE BE ADVISED: Bidders must **complete and return all pages** required with bid submission. Failure to return these completed pages with responses may result in non-consideration of bid submission.

Please acknowledge receipt of the following Addenda to the solicitation documents below by entering the number and the date of each:

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

NAME OF RESPONDING FIRM: _____

NAME OF COMPANY OFFICER _____
(Company officer must have authority to legally bind the company):

TITLE: _____

DATE: _____

(MANDATORY) SIGNATURE OF COMPANY OFFICER ABOVE (Certifying agreement with specifications, terms and conditions unless otherwise noted.)

Signature

ATTACHMENT A
EXCEL SPREAD SHEET – EMS VEHICLES FOR BID

ATTACHMENT B
PHOTOCOPIES OF EMS VEHICLES FOR BID

ATTACHMENT C

TERMS AND CONDITIONS OF SALE OF SURPLUS ASSETS

DEFINITIONS

Seller: Grady Memorial Hospital Corporation d/b/a Grady Health System.

Buyer: _____

Surplus Assets: All property identified in IFB #18029IM (Disposable Inventory) to which these Terms and Conditions are attached.

DESCRIPTION OF SURPLUS ASSETS

Buyer understands and agrees that all statements of conditions, quantity, quality, age, size, capacity or any other specifications or terms describing the Surplus Assets are not representations or warranties, and they may be relied upon only for the purpose of identifying the items. Buyer also understands and agrees that Seller makes no warranty or representation as to the condition or usability of, as to the existence of permits from pertinent government authorities for the operation of, as to the compliance with regulations and/or orders of regulatory or governmental agencies or as to the non-existence of hidden defects in the Surplus Assets. Buyer acknowledges that it has inspected all of the Buyer's Surplus Items prior to its purchase, but that there may be hidden conditions which would not be revealed by such inspection. Seller shall have no responsibility, obligation or liability of any kind with respect to any patent or latent defects in any Surplus Assets. Buyer is solely responsible for the selection of the Buyer's Surplus Items, and neither Seller nor any of its employees, sales personnel, representatives, agents or brokers has made any representation or warranty with respect to any of the Buyer's Surplus Items. Buyer has been given full opportunity to inspect all of Buyer's Surplus Items prior to submitting its offer to Seller, and Buyer either has completed such inspection or has waived such opportunity.

WARRANTY AND DISCLAIMER

Seller warrants only that it is the owner of the Surplus Assets and that it has the right to sell them. Buyer understands and agrees that all Surplus Assets are sold "AS IS" AND "WHERE IS" WITH ALL FAULTS AND DEFECTS THAT MAY EXIST WITH RESPECT TO ANY SURPLUS ASSETS. OTHER THAN AS EXPRESSLY STATED IN THE FIRST SENTENCE OF THIS PARAGRAPH, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY SURPLUS ASSET BEING SOLD, OR WITH RESPECT TO ITS DESCRIPTION OR CONDITION. SELLER HEREBY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Seller shall not be liable for any damage, whether direct or indirect, incidental, consequential or special, resulting from the use or inability to use the Surplus Assets sold or caused directly or indirectly by any defect, failure, malfunction or other condition, whether such damage is based upon a claim of warranty contract, negligence or otherwise.

POSSESSION, REMOVAL AND SHIPMENT TERMS

Buyer shall take possession of and shall assume all risks with respect to Buyer's Surplus Items at the point where such items are located on the date of sale immediately after completing the final payment hereafter described. Buyer shall provide all equipment, labor, transportation and/or other services necessary to dismantle, remove, pack, prepare for shipment, load and ship Buyer's Surplus Items entirely at Buyer's risk and expense. Buyer shall remove all of Buyer's Surplus Items from the location of the sale no more than 7 days after the final payment for such items by Buyer to Seller. Prior to removal of Buyer's Surplus Items from their location on date of sale, Buyer shall remove all

labels, trademarks, designs, signs, nameplates and/or other distinctive markings from all of Buyer's Surplus Items and/or from their packaging or shipping containers that in any way identify any of Buyer's Surplus Items as having been owned or used by Seller.

PAYMENT

Buyer shall submit to the resource office payment in the form of a certified check, cashier's check or money order in the amount of awarded bid. Buyer shall pay all applicable sales, use and/or other taxes, charges or fees required to be paid or collected by reason of this sale. If Buyer is not subject to a tax on this sale, Buyer shall provide Seller with a valid exemption certificate on or before the date of final payment.

INDEMNITY

Buyer assumes all liability for, and hereby agrees to indemnify, defend and hold Seller, its employees, officers, directors, agents, representatives, successors and assigns harmless from and against any and all liability for losses, costs, expenses, damages, demands, penalties, claims or judgment in connection with or arising out of any injury or alleged injury (including death) to any person or persons or damage, or alleged damage to property sustained or alleged to have been sustained in connection with, resulting from or arising out of the sale, dismantling, preparation for shipment, loading, packing, shipping, transportation, possession, use, operation, ownership, maintenance, repair or disposal of the Buyer's Surplus Items, whether or not caused or contributed to by the negligent act or omission of Seller, its employees or agents. Buyer hereby agrees to obtain the above indemnification in favor of Seller from any party who subsequently purchases Buyer's Surplus Items and to require any such purchaser to include the above indemnification provisions in any other sale of Buyer's Surplus Items. Buyer hereby agrees to assume, indemnify and hold Seller, its employees, agents and/or representatives harmless from and against any and all risks, costs, losses, claims, demands, expenses and/or judgments incurred by Seller or any of such indemnified parties as a direct or indirect result of Buyer's failure to secure the above indemnifications from subsequent purchasers.

COMPLIANCE WITH LAW AND OTHER REQUIREMENTS

Buyer, Buyer's contractors, subcontractors and/or any other parties acting for or on behalf of Buyer shall comply with all applicable Federal, state and local laws and regulations relating to or affecting Buyer's dismantling, removal, preparation for shipment, packing, loading and/or transporting of Buyer's Surplus Items. Buyer also shall comply with: (a) all of Seller's safety requirements, rules and regulations applicable at the site where Buyer's Surplus Items are located; (b) all applicable requirements of the Fair Labor Standards Act; (c) the Occupational Safety and Health Act of 1970 and all standards, rules and regulations thereunder; (d) the Federal Hazardous Substances Act; (e) the Toxic Substances Control Act; (f) the Hazardous Materials Transportation Act; (g) the Resource Conservation and Recovery Act; (h) the Clean Air Act; (i) the Clean Water Act; (j) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and/or of any other state and/or Federal laws, standards, rules, regulations, requirements or orders relating to the environment. Before taking possession of Buyer's Surplus Items, Buyer shall procure and provide to Seller evidence satisfactory to Seller that Buyer and all parties acting for or on behalf of Buyer who will be on Seller's property in connection with removal of Buyer's Surplus Items are in full compliance with all Worker's Compensation and employer's liability insurance requirements of the state in which the work is to be performed, together with certification of all general liability and automobile insurance reasonably required by Seller. Buyer's Surplus Items may not be removed from Seller's property by any party other than Buyer without Seller's prior written approval.

DEFAULT

If Buyer fails to pay for Buyer's Surplus Items as required and within the time provided in Section 5 above, or fails to remove all of Buyer's Surplus Items by the date required in Section 4 above, or defaults in the performance of any of its other obligations hereunder, Buyer shall immediately lose all right, title and interest in and to all of Buyer's Surplus Items, and Seller shall be entitled to retain all payments made prior to the date of termination by Buyer, in addition to any other remedies which Seller may have under these Terms and Conditions, or at law, or in equity. Seller also shall have the right to place all of Buyer's Surplus Items in public or private storage at Buyer's expense and/or to sell all of Buyer's Surplus Items to any other party upon any terms deemed appropriate by Seller.

FORCE MAJEURE

Neither Seller nor Buyer shall be liable for its failure to perform hereunder when such failure is due to any cause completely beyond its reasonable control, including acts of God, fires, floods, strikes, and other labor disturbances, acts of civil or military authority, war, riot, or inability to obtain equipment or transportation. None of the foregoing shall be grounds for relief from liability under this Section 11 if, at the time Seller issued its written acceptance of Buyer's offer for the purchase of Buyer's Surplus Items, the party seeking such relief knew, or with the exercise of reasonable diligence could have known of the existence then or probable existence in the future of any of such causes. In any of the foregoing circumstances where failure to perform is excused, the sole remedy for the party whose performance is excused shall be an extension of the time for performance equal to the number of days of delay caused by such circumstance.

ASSIGNMENT

Buyer may not assign this Agreement or any of its rights or obligations hereunder, in whole or in part, to any other party without the prior written consent of Seller.

SEVERABILITY

In the event that any word, phrase, clause, sentence or other provision hereof shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

TIME LIMITATION ON CLAIMS

Any claim against Seller arising out of or in any way related to the sale of Surplus Assets shall be null and void unless it is filed with Seller in writing not more than 60 days after the date of Seller's written acceptance of Buyer's offer. Any such claim also shall be null and void unless suit is initiated thereon not more than 12 months after the date of Seller's written acceptance of Buyer's offer.

COMPLETE AGREEMENT AND MODIFICATION

Buyer's written offer, Seller's written acceptance and these Terms and Conditions represent the entire agreement between Buyer and Seller with respect to the sale of Buyer's Surplus Items, and they supersede any and all oral or other written statements pertaining to such sale. No modification or waiver of any of the terms of this Agreement shall be effective unless made in a writing executed by authorized representatives of Buyer and Seller. No acknowledgement or acceptance of any oral or written statement by Seller from Buyer which conflicts in any way with Buyer's written offer, Seller's written acceptance and/or these Terms and Conditions shall constitute any modification or waiver of any provision in any of such documents and shall have no validity.

APPLICABLE LAW

The provisions of Buyer's written offer, Seller's written acceptance and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Georgia in which the Surplus Assets are located on the date of Seller's written acceptance of Buyer's written offer.

By authorized signature below I agree to all Terms and Conditions as listed above.

Authorized Representative

Date

Title