ATTENTION ALL BIDDERS

RETURN THE ENCLOSED BID IN A SEALED ENVELOPE TO:

EAST ALABAMA COOPERATIVE PURCHASING ASSOCIATION

QUINTARD TOWER

1130 QUINTARD AVENUE, SUITE 300

ANNISTON, AL 36201

**THE ENVELOPE MUST BE MARKED:**

**SEALED BID: EACPA-23-04 VEHICLES**

RETURN All REQUIRED INFORMATION WITH THE COMPLETED

ORIGINAL BID DOCUMENT AND ONE (1) COPY BY 2:00 P.M.

WEDNESDAY SEPTEMBER 20, 2023

For questions concerning this bid contact:

Shane Christian, 256-237-6741, shane.christian@earpdc.org

Fax or email responses to this bid will not be accepted.

Document Checklist

Have the following signed and/or completed and included with the bid submission:

* Affidavit For Business Entity/Employer /Contractor *(page 4)*
* Cover Letter *(page 5)*
* Statement of Non-Collusion *(page 6)*
* Provide Proof of E-Verify Documentation
* Acknowledgement of Terms and Conditions *(page 7)*
* Delivery period if not between 90-120 days *(page 15)*
* Questionnaire *(page 21)*
* Vehicle(s) bid (*Attachment A)*
* 2 Copies of Bid *(Original and Copy)*
* Included electronic copy CD or Flash Drive of, at minimum, Attachment A

In order to decrease the evaluation time and ensure award by the award date EACPA asks that you obtain an electronic version of this bid document by emailing shane.christian@earpdc.org or by going to www.earpdc.org (https://www.earpdc.org/cooperative-purchasing-current-invitations-to-bid/)under the Cooperative Purchasing tab.

Use of this file allows bidders to enter responses in the MS Word and MS Excel document, print and return the mandatory hard copy and additional copy with your bid response package. **Bidders are required to provide the vehicle chart in an electronic format on a CD or other flash drive.** The vehicle list is in Excel (xlsx). This will shorten the evaluation time for the bid.

The original version of this bid in the EACPA office shall serve as the master document. Any material changes to the original version shall result in rejection of a bid response. Fax or e-mail original responses to this bid will not be accepted.

If the Bidder has 1 or more persons employed in the State of Alabama, the following Affidavit must be completed, as required of the Beason-Hammond Taxpayer and Citizen Protection Act. Bidder shall also provide documentation establishing enrollment in the E-Verify Program.

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Before me, a notary public, personally appeared

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(state position) for

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS

ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature and Seal of Notary Public

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and

(b); Section 31-13-9 (h). History: New Rule: Filed December 12, 2011; effective December 12, 2011

Cover Letter

Commodity: Vehicles

Bid#: EACPA-23-04

Contact: Shane Christian

Telephone: 256-237-6741

The bid award will be made by the East Alabama Regional Planning and Development Commission Board of Directors on behalf of the Cooperative in accordance with provision of the intergovernmental agreement between the East Alabama Regional Planning and Development Commission and the members of the Cooperative. Each participating entity of the Cooperative will be responsible for issuing its own purchase orders, delivery instructions, invoicing, any insurance requirements, and issue its own tax exemption certificate as required by vendors.

This cover letter is considered an integral part of this Invitation to Bid document and shall be included by reference into any contract.

**Note: Only current and future members of the Cooperative may place orders under this bid and subsequent Contract**.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor Name

Acknowledged by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/Title (Printed or Typed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email

STATEMENT OF NON-COLLUSION

I/we agree to furnish the prices shown and guarantee that each offer will meet or exceed all specifications, terms, conditions, and requirements listed. I herein 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 otherwise. I have read and understand all terms and conditions of this bid.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address Typed Authorized Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Fax

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

Notice to All Vendors:

Pursuant to the State of Alabama Competitive Bid Law and the Intergovernmental Agreement of the Cooperative, members of the Cooperative may choose to use the State of Alabama Contracts, solicit bids for the same products themselves, use the EACPA Cooperative Contracts; or use the bids of other cooperatives legally available to an EACPA member. EACPA reserves to disregard all bid responses if the same or similar bid items are available on the State of Alabama contract for a price equal to or less than prices quoted for a particular bid. EACPA may choose to award or decline to make an award taking into consideration bid items and prices on the Alabama State Contracts.

(By signing below, you are agreeing to EACPA‘s Terms and Conditions & the Special Terms and Conditions as included herein.)

VENDOR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Schedule of Events

Request for Bids: EACPA-23-04 Vehicles

Date Bid Issued: August 28, 2023

Bids must be received before: 2:00 pm, Wednesday September 20, 2023

Bids will be publicly opened: 2:00 pm, Wednesday September 20, 2023

Bids expected to be awarded no later than: September 27, 2023

Contract start date: October 1, 2023

Returns sealed bids to:

Ground Transportation or Hand Delivered:

EACPA

c/o East Alabama Commission

Quintard Towers

1130 Quintard Avenue, Suite 300

Anniston, AL 36201

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US Mail:

EACPA

P. O. Box 2186

Anniston, AL 36202

Note: Please have clearly marked on the outside of the submitted Bid:

**“EACPA-23-04 Vehicles”**

**To: All Bidders**

The East Alabama Cooperative Purchasing Association, hereinafter referred to as “EACPA” or the “Cooperative”, serves a ten county area in East Alabama and is comprised of the following members to date:

* Anniston City Schools
* East Alabama Regional Planning & Development Commission
* East Alabama EMS
* Blount County Commission
* Calhoun County Commission
* Calhoun County Board of Education
* Cherokee County Commission
* City of Anniston
* City of Centre
* City of Jacksonville
* City of Oxford
* City of Rainbow City
* City of Roanoke
* City of Valley
* Coosa Valley Youth Services
* Randolph County Board of Education
* St. Clair County Commission
* Talladega County 911
* Town of Ohatchee
* Town of Oak Grove
* Utilities Board of Rainbow City

Other governmental entities, school systems and non-profits within this region may elect to participate in this cooperative bid. Vendors must agree that if any additional government entity does join the Association, vendors shall honor prices on this Invitation to Bid for those additional entities that may join the Cooperative. Potential members could include in the following areas:

Chamber County

Cherokee County

Clay County

Cleburne County

Coosa County

Etowah County

Randolph County

Talladega County

Tallapoosa County

Ashland

Bon Air

Camp Hill

Cedar Bluff

Centre

Dadeville

Daviston

Edwardsville

Five Points

Fruithurst

Gaylesville

Goldville

Goodwater

Jackson’s Gap

Kellyton

LaFayette

Leesburg

Lincoln

Lineville

Munford

New Site

Piedmont

Ranburne

Rockford

Sand Rock

Sylacauga

Talladega

Talladega Springs

Wadley

Waldo

Waverly

Weaver

Wedowee

Woodland

**Standard Terms and Conditions**

It is the express sincerity of the East Alabama Regional Planning and Development Commission that this document be error free. However, in the event that there is a spelling error, typo, misplaced word or phrase, missing word or phrase, or any other error, the correction shall be made as soon as possible and disseminated to the mailing list and any other requested mailings. If there is an error, please bring it to the attention of the contact listed. An error in this document does not make this document void. It is the sole judgment of the issuing agency, EARPDC, to make the determination to cancel the Request for Bids.

In order to submit a responsive bid, it is very important that all terms and conditions, specifications and instructions are read thoroughly, understood, and any questions asked before September 14, 2023. Questions submitted after September 14, 2023, will not be answered.

**All pages requiring a signature must be submitted on this form in ink or the bid will be rejected. Please clearly print or type any other requested information for clarity. Bidders shall submit 1 original signed copy and 1 copy of the original and electronic copy of the vehicle chart for any vehicles being bid.**

Bid response envelopes must be properly identified on the front with the invitation to bid number, opening date and time. The Cooperative does not assume responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service. Sufficient lead-time should be allowed to reach the Cooperative prior to the received date and time indicated on the invitation to bid.

For “no-bid” response, return the signature page signed and marked **No bid**. It is required that a no-bid response be identified on the envelope as if it were a bid. Bidder will be removed from active bidders list after three (3) consecutive no-responses.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the Cooperative is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received by the Cooperative prior to the date and time specified. The Cooperative does not assume responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service. Sufficient lead-time should be allowed to reach the Cooperative prior to “the received date and time” indicated on the invitation to bid. Late responses cannot be accepted.

Bidders must be available to answer any questions from the review committee and may be asked to give a presentation on their bid response. Most questions can be quickly answered by phone.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Cooperative. This document, price sheets, and any addenda to this bid are an integral part of any contract between EACPA and EACPA members in addition to any contract further required by the vendor or vendors.

Non-appropriation of Funds: Continuation of any agreement between members of the Cooperative and a bidder beyond a fiscal year is contingent upon continued appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable, and no liquidated damages shall accrue to the Cooperative members as a result.

The Cooperative reserves the right to reject all or any portion of this Invitation to Bid when the best interest of the Cooperative is involved.

The Cooperative reserves the right to award the entire contract to one vendor or award parts of the bid to multiple vendors based on the bid responses, geographic coverage and the ability to provide adequate service for parts of the bid or parts of the region covered in this bid.

Pursuant to the State Competitive Bid Law and the Intergovernmental Agreement of the Cooperative, members of the Cooperative may choose to use the state bid list; bid the same items themselves; use the Cooperative bid; or use the bids of other cooperative arrangements legally available to each member. The Cooperative reserves the right to disregard all bid responses if the same or similar bid items are available on the state bid list for a price equal to or less than any prices in all bid responses for a particular bid. The Cooperative may choose to award or not award a bid taking into consideration bid items and prices on the state bid list.

The Members of the Cooperative are exempt from all Federal, sales and use taxes.

All bidders shall maintain such insurance as will protect bidder and the Cooperative from claims under the Workman’s Compensation Act and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in the State of Alabama. Evidence of insurance shall be furnished to the Cooperative no later than ten days after award of this bid.

The EACPA reserves the right to choose the overall best-suited plan, economically and management wise for the EACPA and its members. **The award may be to two (2) or more vendors, depending geography and on the fulfillment of need as listed.**

A member of the Cooperative reserves the right to terminate any Agreement for Services/Products resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the member.

The successful bidder agrees by, the submittal of a response to this bid, to defend, indemnify, and hold the Cooperative harmless from any and all causes of action or claims of damages arising out of or related to bidder’s performance under this contract.

The purchase of any quantity of any one product is in no way guaranteed or implied in this Invitation to Bid. Members may or may not purchase from the awarded contract to best serve their needs and obtain the best possible savings.

The term of the awarded contract will be from Contract execution until September 30, 2024, with an option to extend for one (1) additional twelve (12) month period upon mutual agreement. EACPA reserves the right to extend the contract additional periods in accordance with the State of Alabama bid law.

Federally mandated component: vendors may pass on dealer invoice cost of any federally mandated additional components required during contract period. Documentation of increased cost must be provided to East Alabama Regional Planning and Development Commission in writing.

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of the East Alabama Regional Planning and Development Commission, East Alabama Cooperative Purchasing Association and its Member governments/organizations.

Correction of errors in bid responses will not be allowed after submitted bids are opened. This in no way restricts EACPA from seeking clarification of submitted bids from vendors.

Termination: If the Contractor refuses or fails to diligently provide the services under the provision of any resulting contract, or any separable part thereof, or refuses or fails to provide said services in a complete and timely manner during the period of the Contract, or any extension thereof, the Commission, by thirty (30) days written notice to the Contractor, can terminate this Agreement. The Commission reserves the right to terminate this Agreement at its pleasure and make settlement with the Contractor upon an equitable basis any services purchased. The Commission will give no less than thirty (30) days written notice of termination.

Protest Procedures: A protest with respect to a Commission Request for Proposals or Requests for Bids should be submitted in writing to the Commission’s Executive Director no less than five (5) days prior to the closing date of said Request for Proposals/Requests for Bids. If the matter is not resolved within thirty (30) days, an appeal may be filed by the vendor with the Chairman of the East Alabama Regional Planning and Development Commission. The Chairman has the discretion, if the Chairman deems it appropriate, to convene a committee of the East Alabama Commission’s Board of Directors, consisting of the Board Chairman and officers. Said committee may resolve the issue as it considers appropriate, may decline to take action, or may refer the matter to the consideration of the full Board of Directors. From the perspective of the Commission, the actions of the committee, or the Board of Directors if the matter is referred by the committee to the full Board, is final.

If federal funding is involved in the specific procurement, the funding source, whether it is a state or federal agency, may have additional appeal procedures to which the vendor may refer a protest. If such appeal procedures are a requirement of a specific funding source, those procedures will be delineated specifically for the pertinent Request for Proposal/Request for Bids.

Only authorized dealers with a retail location may bid.

E-Verify: The Commission and Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to confirm the employment eligibility of all persons employed by the Commission and the Contractor during the term of the Agreement to perform employment duties within Alabama and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Agreement with the Commission.

By signing the contract, the contracting parties affirm, for the duration of the 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.

The East Alabama Regional Planning and Development Commission and Bidder/Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to confirm the employment eligibility of all persons employed by the East Alabama Regional Planning and Development Commission and Bidder/Contractor during the term of the Agreement to perform employment duties within Alabama and all persons, including subcontractors, assigned by the Bidder/Contractor to perform work pursuant to the Agreement with the East Alabama Regional Planning and Development Commission.

**GENERAL REQUIREMENTS**

In order to be considered for the East Alabama Cooperative Purchasing Association Vehicles contract, your company must complete this document. Along with competitive prices for the products, bid award will be based on the ability to fulfill members’ needs. A missing or inadequately completed bid package will be considered incomplete, and therefore, a void submission.

The following is required of any vendor:

* The bidding vendor must be accessible for questions, complaints, and dispute resolutions. The bidding vendor or vendors will be awarded the Contract with the EACPA and is responsible for execution of the Contract in full.
* The EACPA requires it have access to the accounts of its members to analyze use of the Cooperative. This may be achieved by a “master” account for the Cooperative of which members are a part, or the Cooperative having access to the accounts of its members. The bidder will be required to keep an order history for each member. Each member is responsible for its individual charges. Any letters of credit or other information required by the bidder is a matter between the awarded vendor and the EACPA member. Any purchase orders required will be generated by the members. The East Alabama Regional Planning and Development Commission is not and will not be responsible for any member’s payment except its own. Preferred are invoices to reflect, at a minimum, date of purchase, product description, work done, quantity, price per unit, total cost, and payment due date.
* Multiple site billing capability (Multiple departments within one (1) city or county government, school system, or non-profit organization)
* Assist the Cooperative in recruiting new member governments within the Cooperative region.

**Audit**

Periodically EACPA may conduct an audit to verify the quoted pricing. The vendor’s company should assist in providing manufacturer’s invoices upon request. The Vendor is responsible for retaining all records related to any awarded contract for a period of five (5) years past the contract expiration date, and to make them available to the EACPA upon request.

**Specific Terms and Conditions**

This Bid covers all 2024 manufacturer model year vehicles including alternative fuel vehicles currently under production or that will be placed into production by manufacturers under each manufacturer’s fleet program. All dealerships associated with these manufacturers are invited to respond to this Bid.

Vehicles covered by this Bid, and any resulting Contract, shall include (base model and next model up) compact, midsize, and full size sedans, police interceptor/pursuit and SSV vehicles, Class 1 through Class 7 trucks (light and heavy-duty trucks), vans up to 1 ton, SUV’s, and other models normally sold by each Contractor.

The attached specifications are being provided to potential vendors as guidelines that describe the type of equipment the Cooperative is seeking to purchase. EACPA makes no assertion as to quantity of vehicles that may be purchased. Members are made of award of all awarded contracts and have the option to purchase from those contracts. The vendor must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the vendor’s response.

EACPA members understand that Vendors normally do not keep contract vehicles in stock and if not in stock, vehicles will be ordered when purchase orders are received by vendor. EACPA members recognize a 90 to 120 day delivery period after the order is placed for vehicles not in stock.

**Please provide your agreement with this guaranteed delivery period. If your guaranteed delivery period does not fall within this 90 to 120 day period please provide a guaranteed delivery period: Day Delivery Period.**

EACPA members also understand that payment for vehicles are due when EACPA members take possession of vehicle or other payment arrangements agreed upon by the vendor and the purchasing EACPA member agency including but not limited to lease arrangements based on the bid prices offered in each vendors bid response.

Vendors that are awarded any part of this contract will be required to submit additional prices for all optional equipment for each individual vehicle/truck within 2 weeks after notification of the award. EACPA members will place an order for any optional equipment as needed.

Vendors must notify EACPA of the impending close-out date as soon as the Manufacturer has advised the Vendor they will not accept orders for production. **Vendors must notify the EACPA of the actual close-out date that the Manufacturer will cut off production and to each vehicle it pertains.**

The term of this contract shall be for current production year, production year one year forward or earlier years. If the Contract Vendor chooses to hold their current production year price for the successive model year and notifies the EACPA in writing by August 15th of forthcoming production model year, Vendor will be given full consideration in regards to extending the contract. Any successive contract must be approved in writing by the Vendor and EACPA. The contract shall be extended on a year-to-year basis not to exceed 2 years.

During the time frame of this contract, manufacturers may delete a particular model year vehicle and offer a newer model. At such time, EACPA will submit a Request for Quote for that vehicle.

All vehicles delivered or picked up shall have a minimum of five (5) gallons of fuel and shall have 2 sets of keys.

All vehicles shall come equipped with all standard equipment, accessories and options as detailed in the bid document.

Standard features and options:

EACPA Members should limit the purchasing of optional equipment to those that are essential to meet the agency’s mission.

All vehicles shall come equipped with all standard equipment and options as shown as part of the base vehicle. This standard equipment and options on the base line must be factory installed. Options not listed as part of the awarded base vehicle must be factory installed and must be sold at dealer invoice cost.

All vehicles being ordered with additional options beyond those shown on the base vehicle contract line must have a quote from the awarded vendor showing the options code and dealer invoice price.

Vehicles sold under this contract must be free of dealership logos, decals, or advertising.

Colors: Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. EACPA members will have their own choice as to color.

Vehicles shall be delivered F.O.B. DESTINATION\*.

\* (Definition of F.O.B. Destination—Delivered in good and acceptable condition onto the receiving area of an EACPA member agency as stated on the purchase order with all charges for transportation prepaid by the vendor, with no charges for transportation paid by the purchasing agency.)

All titles, fees, as well as other charges are to be paid by the contract vendor. Vendor is to furnish a prepaid certificate of title in the name of the agency purchasing the vehicles as stated on the purchase order. Title shall change upon inspection and acceptance by the purchasing agency at the delivery or pick up location.

Warranty cards and service policies must accompany vehicles when delivered or picked-up with the warranty to go into effect when the vehicle is placed in service. Vehicles must be serviced and ready for use when delivered or picked-up.

Award for each vehicle will be made to the lowest responsible bidder meeting or exceeding the specifications of this bid and for each vehicle as detailed in the bid document.

Pricing: All prices quoted are firm for a period of one (1) year. With the exception of any federally mandated changes which result in an additional cost to the vendor may be submitted to East Alabama Regional Planning and Development Commission for approval to increase the contract price. It is the vendor's responsibility to notify EARPDC and provide adequate documentation to explain the change.

Awarded vendors may, at renewal time, request an escalation increase of no more than 5%. The request for an increase must be submitted to EARPDC at the time of renewal and must be accompanied by supporting documentation of price increases. The burden in requesting the increase and providing adequate documentation rests solely with the awarded vendor.

Vendors shall provide pricing for outright purchase of the vehicles.

Vendors shall provide lease arrangements including but not limited to Standard Municipal Lease Agreements based on purchase prices contained in their bid response for the vehicles. Vendors shall include a sample lease agreement or a descriptive summary of lease financing available to EACPA member agencies with your bid response.

In State Dealership: Act 2015-306, SB20 requires that state motor vehicles acquired using state funds be purchased or leased from a motor vehicle dealership located in the state of Alabama.

No Luxury or Sport Vehicles or Features will be considered or permitted. Examples of vehicles that the EACPA considers to be luxury or sport vehicles include:

1. Acura, Alfa Romeo, Aston Martin, Audi, Bentley, BMW, Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, McLaren, Mercedes-Benz, Porsche, Rolls-Royce, Tesla and Volvo; and

2. Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

Mileage/Odometer Reading

The maximum mileage allowable for any vehicle to be considered acceptable at the point of delivery is no more than five hundred (500) miles (“Maximum Mileage”). Any Contractor awarded a Contract shall only deliver vehicles that do not exceed the Maximum Mileage. Vehicles exceeding the Maximum Mileage may be deemed to be unacceptable in the EACPA’s and Members’ sole and absolute discretion.

Final Inspection, Delivery, and Acceptance of Vehicle

Transportation and delivery of the vehicle to an EACPA Member does not constitute acceptance for the purpose of payment.

The ordering Member shall have three (3) business days from delivery to thoroughly inspect each delivered vehicle and notify the Contractor awarded a Contract in writing that the vehicle it does not meet specifications or the vehicle is otherwise defective and is not accepted. The Contractor awarded a Contract shall have the vehicle transported for any required service or adjustments within two (2) business days following notification by the Member that the delivered vehicle is not accepted. The EACPA Member reserves the right, in its sole and absolute discretion, to withhold acceptance of any delivered vehicle until such time as the vehicle meets all specifications, service, or adjustments made to the vehicle to the EACPA Member’s satisfaction. The costs of any transportation and delivery required as part of the initial delivery or any re-deliveries are the responsibility of the Contractor awarded the Contract.

Manufacturer’s Order Deadlines

All Contractors awarded a Contract shall provide the EACPA, in writing, with manufacturer’s order deadline (“Order Deadline”), beyond which a specific vehicle may not be built to order. The Order Deadline provided by a Contractor awarded a Contract shall be by vehicle series number, and must be received by the EACPA in writing a minimum of thirty (30) days prior to the Order Deadline going into effect. After the model year Order Deadline, in stock vehicles, if available, may be ordered through the Contract. The EACPA or its members should contact the Contractor(s) awarded a Contract for availability and delivery of in stock vehicles for orders placed after the Order Deadline.

Federal and State Standards

Each Contractor submitting a bid to this Bid certifies that they are in full and complete compliance with all federal and State laws applicable to the type and class of vehicles being requested by the EACPA or a member. This includes, but is not limited to, Federal Motor Equipment Safety standards, Occupational Safety and Health Administration, or Environmental Protection Agency standards. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals regarding the vehicles, shall immediately become a part of any Contract awarded pursuant to this Bid. At all times during the term of any Contract awarded pursuant to this Bid, the awarded Contractor must meet or exceed any applicable federal or State laws.

Vehicle Warranty

The standard manufacturer warranty shall apply to all vehicles ordered by the EACPA or member. Any Contractor awarded a Contract shall contemporaneously provide to the EACPA or member a properly executed warranty with each vehicle delivered by the Contractor that is awarded a Contract. The warranty shall not become effective until the Contractor awarded a Contract has provided all required documentation, the vehicle is delivered in accordance with the EACPA’s or member’s instructions, and the vehicle is inspected and accepted by the EACPA or member’s in accordance with the Contract.

Recall Notices

Each Contractor awarded a Contract shall notify the EACPA or purchasing member by first class mail within sixty (60) days of being notified of a recall decision by the National Highway Traffic Safety Administration (“NHTSA”). Contractors awarded a Contract shall offer the same remedy provided by the manufacturer, which is available to all other purchasers of the manufacturer, to the EACPA or member of the Contract.

NHTSA monitors each safety recall to make sure owners receive safe, free, and effective remedies from manufacturers according to the Safety Act and federal regulations.

Each Contractor awarded a Contract, upon notification of a recall, shall work with the State or an Authorized User to develop a remediation plan and proceed to correct all vehicle defects identified by the recall notice within a commercially reasonable time.

Attachment A

Attachment A is the document in which the Model, Model Number, Description, MSRP, and EARPDC Discounted Fleet Price are listed. There are 6 lines per Group, but additional lines may be added to any of the Groups. Attachment A has 2 sheets: 1 – Instructions; 2 1Yr Fixed Pricing. Complete BOTH excel sheets.

Must each Group have a vehicle listed? No

Attachment B

Attachment B are the specifications for the 7 Groups.

Group 1: Police Vehicles

Group 2: Sedans

Group 3: Vans

Group 4: SUV

Group 5: Light Trucks

Group 6: Medium Trucks

Group 7: Heavy Trucks

**SERVICES REQUIRED**

This page is for informational purposes as to the basic requirement of this document as it applies to services required in order to establish a Contract with the East Alabama Cooperative Purchasing Association for the purchase of Vehicles by members of the Cooperative.

* All vehicles are to be delivered by the vender and to be acknowledged by signature by the receiving member. All deliveries are to be within the guaranteed delivery period provided in each vendor’s bid response from the date of order. Delivery is to be made to the dealership. Once delivered, the vendor shall inform the buyer of the readiness of the vehicle either through fax or a phone call or email. Text messaging shall be permitted if all parties agree for the purpose of delivery notification. EACPA Members will only accept the vehicle once there is an acceptable inspection by the EACPA Member. Successful vendor shall bear all costs of transportation, packing, crating, delivery, installation, storage, and service under warranty, F.O.B. destination; to the appropriate designated delivery location. The costs of delivery, cartage, temporary storage, off-loading costs, and insurance are the responsibility of the vendor.
* Award will be made to the lowest responsible bidder for each manufacturer (e.g. Ford, Chevrolet, Dodge, Toyota, Nissan) best meeting all specification, terms, and conditions.

**Submitted:**

* Vendor will list procedures to handle adjustments for Vehicles which do not meet specification or prove defective in material and/or workmanship, or are subject to recall.
* Vendor must provide and honor their standard warranty which must include protection against defective material, workmanship, and failure to perform in accordance with required performance criteria.
* Vendor must provide: 1) Contact Name; 2) Address; 3) Telephone Number; 4) Federal ID #.
* All other information requested including responses to the Questionnaire/Vendor Informationsection on this bid.

**A Bid Response will be rejected if:**

* Invitation to bid number not on face of envelope.
* Received after bid opening deadline
* Incomplete bid
* Multiple bids in same envelope not submitted or properly identified
* Bid response not in the original form
* Bid not signed in ALL designated places or not original signature
* Requested information not submitted with bid
* Failure to acknowledge receipt of any addendum to the bid
* Material alteration of the master document
* Failure to provide E-Verify information

**Questionnaire/Vendor Information**

*Please return filled out completely, using separate sheets if necessary.*

1. How are you going to handle adjustments for Vehicles that do not meet specification or prove defective in material and/or workmanship, or are subject to recall?

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1. Please submit the following Account Manager or similar representative for this contract:
   1. Contact’s Name
   2. Address
   3. Telephone Number
   4. Federal ID#
   5. Contact’s Email
2. Are you willing to assist in the marketing of the EACPA, including attending meetings throughout the region to discuss your products and bid? \_\_\_\_\_ Yes \_\_\_\_\_ No
3. Would the Account Manager or similar representative be available to attend a question and answer session with the evaluation committee on prior to award of the bid? \_\_\_\_\_ Yes \_\_\_\_\_ No
4. Provide a brief history of the company, emphasizing its service to the public sector:

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