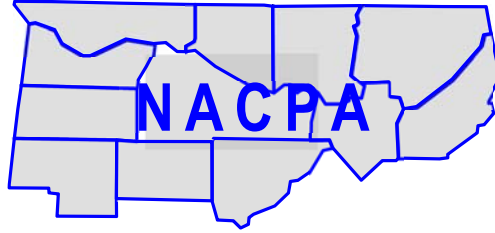


NORTH ALABAMA COOPERATIVE PURCHASING ASSOCIATION

5075 Research Dr.
Huntsville, AL 35805

(cell) 205-910-5052



DATE ISSUED: September 4, 2019

INVITATION TO BID NUMBER: 19-03

The Cooperative will accept sealed bids for the following: **Vehicles**

Bids must be received before: September 19, 2019 at 2:00pm

Return **sealed and properly identified** bids responses, **1 original, 1 copy** to:

Hand Delivered:
NACPA
C/O TARCOG
5075 Research Drive
Huntsville, AL 35805

Mail:
NACPA
C/O TARCOG
5075 Research Drive
Huntsville, AL 35805

For question concerning this bid contact Charles Booth, Coordinator at 205-910-5052 or email Charles.booth@tarcog.us

I/We agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and 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 or 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

Email

The North Alabama Cooperative Purchasing Association hereinafter referred to as the “Cooperative,” was established to consolidate the procurement of equipment, supplies and services in order to obtain volume discounts for all agencies in the Cooperative.

The “host” agency for the “Cooperative” is the Top of Alabama Regional Council of Governments” (TARCOG) located at: 5075 Research Drive Huntsville, AL 35805.

Each member of the “Cooperative” will be responsible for the issuing of its own Purchase Orders, delivery instructions, invoicing, insurance requirements and the issue of its own tax exemption certificates as required by vendor.

The current members of the “Cooperative” are as follows:

ARC of Madison County	City of Rainsville
Athens Utilities	City of Tuscaloosa
Alabaster Water Board	Cullman County Commission
City of Arab	Cullman County School System
City of Arab School System	Decatur Utilities
City of Athens	Dekalb County Commission
City of Athens School System	Dekalb County Fire Association
City of Decatur	Huntsville Housing Authority
City of Decatur School System	Limestone County School System
City of Hartselle School System	Limestone County Commission
City of Madison	Morgan County Commission
City of Madison School System	TARCOG (Host Agency)
City of Muscle Shoals	Town of Fyffe
City of Muscle Shoals School System	Town of Ider
City of Northport	Town of Sylvania

It is anticipated that the following local entities within Alabama may participate in the “Cooperative” as a member and that vendors must agree to provide any additional members listed below the same prices as quoted in any existing “Cooperative” contract.

City of:

Albertville
Arab
Boaz
Cullman
Florence
Ft. Payne
Gadsden
Guntersville
Huntsville
Mouton
Scottsboro
Sheffield

Town of:

Ardmore
Bridgeport
Courtland
Elkmont
Falkville
Gurley
Hillsboro
New Hope
Owens Cross Road
Rogersville
Stevenson
Trinity

County Commissions:

Colbert
Cullman
Jackson
Lauderdale
Marshall
Morgan
DeKalb
Lawrence
Madison
Limestone

Tuscumbia

Triana

Colleges & Universities

Alabama A&M

N. E. Rainsville

Calhoun Community

N. E. Muscle Shoals

Drake Technical

UAH

UNA

School System of or within:

City of Albertville

City of Hartselle

Madison County

City of Arab

City of Huntsville

Marshall County

City of Florence

City of Muscle Shoals

Morgan County

City of Ft. Payne

City of Tuscumbia

Jackson County

City of Gadsden

City of Sheffield

Lauderdale County

City of Guntersville

Colbert County

Limestone County

Cullman County

Lawrence County

DeKalb County

Other:

Airport Authority

Huntsville/Madison County Mental Health

NACOLG

Space and Rocket Center

Von Braun Civic Center

All Housing Authorities and public utilities, Health Departments, Volunteer Fire Departments of the Municipalities and Counties listed herein

Further, any public agency or non-profit agency authorized by state law to participate as a member of NACPA may use NACPA contracts after becoming a member.

Note: The office of the State of Alabama, Examiner of Public Accounts has ruled that any non-profit entity in Alabama may participate in the NACPA, and vendor must agree to honor this contract with those entities.

STANDARD TERMS AND CONDITIONS

IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.

Bid response envelopes must be properly identified on the front with the invitation to bid number, opening date and time.

Each individual invitation to bid must be submitted in a separate sealed envelope. Multiple bid responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) will be rejected.

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 NACPA prior to the "received date and time" indicated on the invitation to bid.

Bid responses and signature page must be submitted on this form in ink or typewritten or the bid will be rejected. Bidders shall submit (1) original bid response and (1) copy and are asked to submit their response in electronic format.

An electronic version of this bid document is available on the NACPA website at www.nacpassociation.org under the "Vendor Information" tab or by emailing Charles.booth@tarcog.us. Vendors are asked to use these documents for producing their hard copy response to the invitation to bid. Further, an electronic version of you bid response is requested in order to speed evaluation time and date of award.

Exclusion of the electronic file is not grounds for rejection of a bid response.

The electronic version and hard copy of this bid document on file at the NACPA office shall serve as the master document. Any alteration or changes made to it in a material fashion shall be grounds for rejection of any bid submittals.

For a "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. After (3) no-bid responses from a vendor, the vendor will be removed from the NACPA vendor list.

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. Late responses cannot be accepted.

The Cooperative will not accept facsimile transmissions or email of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Coordinator.

Non Appropriation of Funds: Continuation of any agreement between members of the Cooperative and a bidder beyond a fiscal year is contingent upon continued legislative 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 member as a result.

Descriptive Literature: Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes should be submitted with the bid or the bid for that item may be rejected.

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

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

All bidders shall maintain such insurance as will protect bidder and the Cooperative from claims under Workman's Compensation Acts 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.

A member of the Cooperative reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the member. NACPA reserves the right to reject all bids or cancel an awarded bid when it is in the best interest of NACPA and its members. A thirty (30) written notice of cancellation will be issued to the vendor (s) by NACPA if cancellation is desired.

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.

NACPA reserves the right to award this bid to the lowest responsible and responsive bid and also to the vendor(s) whose response would be in the best interest to the members as a whole.

NACPA also reserves the right to give special consideration to the vendor that quotes on the largest number of products.

NACPA reserves the right to award this bid to one vendor in total or to various vendors on any part thereof when the award would be in the best interest of the members.

NACPA will consider the lowest prices bid and other factors will be considered based on a delivery schedule that meets NACPA member's needs, length of a firm price, and members response to how vendor has performed in previous relationships, and responses to any requested information as well as agreement to all NACPA Terms and Conditions and all the Special Terms and Conditions as outlined.

This contract is for twelve (12) months with an option to renew for an additional two years, subject to a review and approval after each twelve (12) month periods.

The following is required of any vendor:

- The bidding vendor(s) must be accessible for questions, complaints, and dispute resolutions. The successful vendor(s) will be awarded the contract with NACPA and is responsible for execution of the contract in full.
- NACPA requires access to information on 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 NACPA member. Any purchase orders required will be generated by the members. The Top of Alabama Regional Council of Governments is not and will not be responsible for any member's payment except its own.

- Multiple-site billing capability (Multiple departments within one (1) city or county government, school system, or non-profit organization)
- Ordering must be available, at a minimum, by phone using a local number or toll free number, or by fax.
- Assist the Cooperative in recruiting new member governments within the Cooperative region.

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 NACPA Cooperative Contracts; or use the bids of other cooperatives legally available to a NACPA member. NACPA 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. NACPA may choose to award or decline to make an award taking into consideration bid items and prices on the Alabama State Contracts.

The successful vendor agrees to hold or to acquire all proper licensing, permits and to comply with all laws, statutes and ordinances in jurisdictions they do business in under this contract. Including but not limited to business licenses and collection of local and state sales taxes in accordance with Code of Alabama section 41-4-116, if requested.

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

VENDOR_____

AUTHORIZED SIGNATURE_____

A BID RESPONSE MAY BE REJECTED IF:

- Invitation to bid number not on face of envelope
- Multiple bids in same envelope
- Bid response not on original form
- Bid not signed or not original signature
- Requested information not submitted with bid
- Material alteration of the bid document and language
- Failure to acknowledge receipt of addendum with bid
- Bid received late
- Bids improperly submitted or identified
- Bid not in ink or typed

Notice: As a condition of contract, grant or incentive performance with the members of NACPA, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS NAME: _____

APPLICANT'S NAME: _____

E-VERIFY AFFIDAVIT

I am the applicant listed above. In my capacity as _____ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the members of NACPA in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law.

The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the members of NACPA, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the members of NACPA.

E-verify Employment Eligibility Verification User Identification Number

Applicant

Sworn to and subscribed before me on this the _____ day of _____, 20_____

Notary Public

My Commission Expires: _____

By signing this contract, _____ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Specific Terms and Conditions

The attached specifications are being provided to potential vendors as guidelines that describe the type and quality of equipment the Cooperative is seeking to purchase. 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.

NACPA 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. NACPA members recognize a 90 to 180 day delivery period after the order is placed.

Please provide your agreement with this guaranteed delivery period. If your guaranteed delivery period does not fall within this 90 to 180 day period please provide a guaranteed delivery period: _____ Day Delivery Period.

NACPA members also understand that payment for vehicles are due when NACPA members take possession of vehicle or other payment arrangements agreed upon by the vendor the purchasing NACPA member agency.

Vendors must notify NACPA of the impending close-out date as soon as the Manufacturer has advised the Vendor they will not accept orders for production. Vendor must fax the NACPA notification 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 production year only. If the Contract Vendor chooses to hold their current production year price for the successive model year and notifies the NACPA 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 NACPA. The contract shall be extended on a year-to-year basis not to exceed 3 years.

Note that an additional price line for (Bi-Fuel), (Hybrid) has been placed on some vehicles/trucks. If there are additional vehicles that offer Bi-Fuel or Hybrid models, please submit a quote.

During the time frame of this contract, manufacturers may delete a particular model vehicle and offer a newer model. At such time, NACPA 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.

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

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 NACPA 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.

NACPA members may place an order for any optional equipment as needed and all optional equipment shall be quoted at factory invoice cost. Provide your percent discount off factory invoice cost _____.

Describe your charges for delivery of vehicles: _____

