

## T191 Non-Alternative Fuel Vehicle Master Agreement

**999 16\*20 Stivers Ford Lincoln VC000042177**

**Effective Date: 2/12/16 – 11/15/20**

	Make	Model	Price
Line 5	Ford	F150 4x4 Crew Cab	\$26,099.00
Line 6	Ford	F150 4x2 Extended Cab	\$20,833.00
Line 7	Ford	F150 4x2 Extended Cab	\$23,860.00
Line 8	Ford	F150 4x2 Crew Cab ½ Ton	\$22,549.00
Line 9	Ford	F150 4x4 Crew Cab ½ Ton	\$25,648.00
Line 10	Ford	F150 4x2 Extended Cab ½ Ton	\$20,218.00
Line 11	Ford	F150 4x4 Extended Cab ½ Ton	\$23,398.00

**999 16\*28 Tallassee Automotive VC000049975**

**Effective Date: 2/12/16 – 11/15/20**

	Make	Model	Price
Line 5	Ram	Pro Master MMI Cargo Van	\$19,823.00
Line 6	Ram	Tradesman 1500 4x2 Crew Cab Truck	\$23,753.00
Line 7	Ram	Tradesman 1500 4x4 Crew Cab Truck	\$24,978.00
Line 8	Ram	Tradesman 1500 4x2 Quad Cab Truck	\$20,356.00
Line 9	Ram	Tradesman 1500 4x4 Quad Cab Truck	\$23,888.00

**999 20\*221 Stivers Ford Lincoln VC000042177**

**Effective Date: 4/1/20 – 4/1/21**

	Make	Model	Price
Line 1	Ford	Explorer	\$25,957.00
Line 2	Ford	Ranger Truck	\$21,399.00

**999 20\*222 Donohoo Chevrolet VC000049701**

**Effective Date: 4/1/20 – 4/1/21**

	Make	Model	Price
Line 1	Chevrolet	Malibu Sedan	\$17,498.00
Line 2	Chevrolet	Equinox Crossover	\$20,618.00
Line 3	Chevrolet	Colorado Truck	\$22,518.00
Line 4	Chevrolet	Tahoe	\$38,588.00

**999 20\*224 Limbaugh Toyota VC000054767**

**Effective Date: 4/1/20 – 4/1/21**

	Make	Model	Price
Line 1	Toyota	Corolla Sedan	\$16,016.50
Line 2	Toyota	Camry Hybrid Sedan	\$24,666.50
Line 3	Toyota	Rav4 Crossover	\$22,716.50

**999 20\*225 Long Lewis of The Shoals VC000055942**

**Effective Date: 4/1/20 – 4/1/21**

	<b>Make</b>	<b>Model</b>	<b>Price</b>
<b>Line 1</b>	<b>Ford</b>	<b>Edge SUV</b>	<b>\$25,935.65</b>



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 1600000020

**NOT TO EXCEED AMOUNT:**

Begin Date: 02/12/2016

Procurement Folder: 9001

Expiration Date: 11/15/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 02/28/20

Version Number: 14

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

T191 NON-ALTERNATIVE FUEL VEHICLES

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000042177: Stivers Ford Lincoln  
4000 Eastern Boulevard  
Montgomery AL 36116

**Contact:**

Billy Bruce  
3346135000 EXT: 5056  
Bbruce@Stiversonline.Com

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07006200000 - DO NOT USE: Inactivated September 2019  
 Unavailable  
 VEHICLE, SUB-COMPACT SEDAN, NON-ALTERNATIVE FUEL WHEELBASE: < 101" ENGINE: 4-CYLINDER 4 WHEEL ABS/A/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSION CRUISE CONTROL POWER WINDOWS, LOCKS, AND MIRROR TILT STEERING MAKE: \_\_\_\_\_ Ford \_\_\_\_\_ MODEL: \_\_\_ Fiesta SE 4 door \_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07006100000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.  
 Unavailable  
 VEHICLE, FULL-SIZE SEDAN, FRONT-WHEEL DRIVE, NON-ALTERNATIVE FUEL WHEELBASE: 110" MINIMUM ENGINE: 4-CYLINDER ONLY 4 WHEEL ABS/A/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSION CRUISE CONTROL POWER WINDOWS, LOCKS, AND MIRROR TILT STEERING MAKE: \_\_\_\_\_ Ford \_\_\_\_\_ MODEL: \_\_\_ Fusion S 4 door \_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07048160000 - DO NOT USE: Inactivated September 2019  
 Unavailable  
 VEHICLE, MID-SIZE TRUCK, NON-ALTERNATIVE FUEL, REGULAR CAB, 4 X 2 GVWR: 4,900 MINIMUM ENGINE: 4-CYLINDER 4 WHEEL ABS/A/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSION TILT STEERING MAKE: \_\_\_\_\_ Ford \_\_\_\_\_ MODEL: \_\_\_ Regular Cab- F150 4X2 \_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07048531250 - DO NOT USE: Inactivated September 2019  
 Unavailable  
 VEHICLE, MID-SIZE TRUCK, NON-ALTERNATIVE FUEL, REGULAR CAB, 4 X 4 GVWR: 4,900 MINIMUM ENGINE: 4-CYLINDER 4 WHEEL ABS/A/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSION TILT STEERING MAKE: \_\_\_\_\_ Ford \_\_\_\_\_ MODEL: \_\_\_ Regular Cab F-150 4X4 \_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$26,099.000000	\$0.00			\$0.00	\$0.00

07201150000 - DO NOT USE. Use 5- or 7-digit code.  
 MID-SIZE Crew Cab Truck Ford F-150 4X4  
 VEHICLE, MID-SIZE TRUCK, NON-ALTERNATIVE FUEL, CREW CAB, 4 X 4 GVWR: 4,900 MINIMUM ENGINE: 4-CYLINDER 4 WHEEL ABS/A/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSION TILT STEERING MAKE: \_\_\_\_\_ Ford \_\_\_\_\_ MODEL: \_\_\_ Crew Cab Truck F-150 4X4 \_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$20,833.000000	\$0.00			\$0.00	\$0.00

07201170000 - DO NOT USE. Use 5- or 7-digit code.  
 MID-SIZE, Extended Cab Truck Ford F-150 4X2  
 VEHICLE, MID-SIZE TRUCK, NON-ALTERNATIVE FUEL, EXTENDED CAB, 4 X 2 GVWR: 4,900 MINIMUM ENGINE: 4-CYLINDER 4 WHEEL ABS/A/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSION TILT STEERING MAKE: \_\_\_\_\_ Ford \_\_\_\_\_ MODEL: \_\_\_ Extended Cab Truck F-150 4X2 \_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$23,860.000000	\$0.00			\$0.00	\$0.00

07201170000 - DO NOT USE. Use 5- or 7-digit code.  
 MID-SIZE, Extended Cab Truck Ford F-150 4X4  
 VEHICLE, MID-SIZE TRUCK, NON-ALTERNATIVE FUEL, EXTENDED CAB, 4 X 4 GVWR: 4,900 MINIMUM ENGINE: 4-CYLINDER 4 WHEEL ABS/A/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSION TILT STEERING MAKE: \_\_\_\_\_ Ford \_\_\_\_\_ MODEL: \_\_\_ Extended Cab Truck F-150 4X4 \_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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**COMMODITY / SERVICE INFORMATION**

8	0	EA	\$22,549.000000	\$0.00			\$0.00	\$0.00
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07202220000 - DO NOT USE. Use 5- or 7-digit code.  
 FULL-SIZE Crew Cab Truck 1/2 Ton Ford F-150 4X2  
 VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 2, CREW CAB, MINIMUM 39" LEG ROOM, NON-ALTERNATIVE FUELGVWR: 6,000  
 MINIMUMENGINE: V64 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: \_\_\_\_\_Ford\_\_\_\_\_  
 MODEL: \_\_\_ Crew Cab Truck 1/2 Ton F-150 4X2\_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	\$25,648.000000	\$0.00			\$0.00	\$0.00

07202220000 - DO NOT USE. Use 5- or 7-digit code.  
 FULL-SIZE Crew Cab Truck 1/2 Ton Ford F-150 4X4  
 VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 4, CREW CAB, MINIMUM 39" LEG ROOM, NON-ALTERNATIVE FUELGVWR: 6,000  
 MINIMUMENGINE: V64 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: \_\_\_\_\_Ford\_\_\_\_\_  
 MODEL: \_\_\_ Crew Cab Truck 1/2 Ton Ford F-150 4X4\_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	EA	\$20,218.000000	\$0.00			\$0.00	\$0.00

07202250000 - DO NOT USE. Use 5- or 7-digit code.  
 FULL-SIZE Extended Cab Truck 1/2 TON Ford F-150 4X2  
 VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 2 EXTENDED CAB, NON-ALTERNATIVE FUELGVWR: 6,000 MINIMUMENGINE: V64 WHEEL ABSA/  
 C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: \_\_\_\_\_Ford\_\_\_\_\_  
 MODEL: \_\_\_ Extended Cab Truck 1/2 TON F-150 4X2\_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	EA	\$23,398.000000	\$0.00			\$0.00	\$0.00

07202250000 - DO NOT USE. Use 5- or 7-digit code.  
 FULL-SIZE Extended Cab Truck 1/2 TON Ford F-150 4X4  
 VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 4 EXTENDED CAB, NON-ALTERNATIVE FUELGVWR: 6,000 MINIMUMENGINE: V64 WHEEL ABSA/  
 C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: \_\_\_\_\_Ford\_\_\_\_\_  
 MODEL: \_\_\_ Extended Cab Truck 1/2 TON Ford F-150 4X4\_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07092391155 - DO NOT USE: Inactivated September 2019  
 Unavailable  
 VEHICLE, MID-SIZE VAN, NON-ALTERNATIVE FUEL, 7 PASSENGERENGINE: V64 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC  
 TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: \_\_\_\_\_Ford\_\_\_\_\_  
 MODEL: \_\_\_ Van, 7- Passenger Ford Transit\_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07042840000 - DO NOT USE: Inactivated 3-22-17. Use Classes 071, 072, 073.  
 Unavailable  
 DISCONTINUED 3/3/2017 - VEHICLE, FULL-SIZE SUV, NON-ALTERNATIVE FUEL, 2-WHEEL DRIVE, 7 PASSENGER MINIMUMWHEELBASE:  
 116" MINIMUMENGINE: V6 MINIMUM4 WHEEL ABSA/C AND HEAT - FRONT AND REARAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE  
 CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: \_\_\_\_\_Ford\_\_\_\_\_  
 MODEL: \_\_\_ Expedition 4X2\_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0		\$0.000000	\$0.00			\$0.00	\$0.00

06066200000 - DO NOT USE. Use 5- or 7-digit code.  
 MISCELLANEOUS PARTS, OPTIONS AND ACCESSORIES  
 MISCELLANEOUS PARTS, OPTIONS AND ACCESSORIES

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0		\$0.000000	\$0.00			\$0.00	\$0.00

40515904056 - (Inventory) GASOLINE, UNLEADED SUPER , TRUCK TRANSPORT DELIV  
 TRUCK TRANSPORT DELIVERY

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

**Final**

1600000020	<b>Document Phase</b> Final	<b>Document Description</b> T191 NON-ALTERNATIVE FUEL VEHICLES	<b>Page 5</b> of 6
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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Bid Response Instructions:**

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

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

**Bid rejection:**

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

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

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

- Bid number not on envelope/package/box
- Bid responses with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and a complete exact copy
- Bid response received from non-subscribed/expired vendor

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

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

"By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

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

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeqa.alabama.gov](http://www.adeqa.alabama.gov)

1600000020	Document Phase Final	Document Description T191 NON-ALTERNATIVE FUEL VEHICLES	Page 6 of 6
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In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

\*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\*

**Vendor Registration and Subscription Fee**

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, HYPERLINK "<https://procurement.staars.alabama.gov>". Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the "pay subscription fee" tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor's subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

**Intent to Award**

The State of Alabama – Division of Purchasing will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14).

**Alternate Bid Response**

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

**Internet Website Link's**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

**Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

**Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

**Bid Responses and Bid Results**

Unevaluated Bid Responses are available on our website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov). The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

**Foreign Corporation – Certificate of Authority**

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

**Alabama Preferred Vendor**

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.





State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 1600000028

**NOT TO EXCEED AMOUNT:**

Begin Date: 02/12/2016

Procurement Folder: 9001

Expiration Date: 11/15/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 02/12/20

Version Number: 10

**CONTACT INFORMATION**

**REQUESTOR:**

Crist Watts  
334-242-4291  
crist.watts@purchasing.alabama.gov

**ISSUER:**

Crist Watts  
334-242-4291  
crist.watts@purchasing.alabama.gov

**BUYER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

T191 NON-ALTERNATIVE FUEL VEHICLES

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000049975: Tallassee Automotive Inc.  
1618 Gilmer Avenue  
Tallassee AL 36078

**Contact:**

BRUCE BROWN  
3342836815  
BBROWN@TALLASSEEAUTOMOTIVE.COM

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07180250000 - DO NOT USE. Use 5- or 7-digit code.

DISCONTINUED

DISCONTINUED

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07048590000 - DO NOT USE: Inactivated September 2019

DISCONTINUED

VEHICLE, FULL-SIZE TRUCK, 3/4 TON, 4 X 2, CREW CAB, MINIMUM 39" LEG ROOM, NON-ALTERNATIVE FUELGVWR: 8,600

MINIMUMENGINE: V84 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: RAM MODEL: 2500 4X2

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$19,823.000000	\$0.00			\$0.00	\$0.00

07092393250 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

MIN-CARGO VAN, 2-Passenger RAM ProMaster City SLT

VEHICLE, MINI CARGO VAN, NON-ALTERNATIVE FUEL, 2 PASSENGERGVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: RAM MODEL: ProMaster City SLT

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$23,753.000000	\$0.00			\$0.00	\$0.00

07048620000 - DO NOT USE: Inactivated September 2019

FULL-SIZE TRUCK 1/2 TON Crew Cab RAM 1500 Tradesman 4X2

VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 2, CREW CAB, MINIMUM 39" LEG ROOM, NON-ALTERNATIVE FUELGVWR: 6,000

MINIMUMENGINE: V84 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: RAM MODEL: Tradesman 4X2

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$24,978.000000	\$0.00			\$0.00	\$0.00

07048621200 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

FULL-SIZE TRUCK 1/2 TON Crew Cab RAM Tradesman 4X4

VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 4, CREW CAB, MINIMUM 39" LEG ROOM, NON-ALTERNATIVE FUELGVWR: 6,000

MINIMUMENGINE: V84 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	EA	\$20,356.000000	\$0.00			\$0.00	\$0.00

07202250000 - DO NOT USE. Use 5- or 7-digit code.

FULL SIZE TRUCK 1/2 TON RAM Quad Cab 1500 Tradesman 4X2

VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 2 EXTENDED CAB, NON-ALTERNATIVE FUELGVWR: 6,000 MINIMUMENGINE: V84 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: RAM MODEL: 1500 Tradesman

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	\$23,888.000000	\$0.00			\$0.00	\$0.00

07202250000 - DO NOT USE. Use 5- or 7-digit code.

FULL-SIZE TRUCK 1/2 TON RAM Quad Cab 1500 Tradesman 4X4

VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 4 EXTENDED CAB, NON-ALTERNATIVE FUELGVWR: 6,000 MINIMUMENGINE: V84 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: RAM MODEL: Quad Cab 1500 Tradesman

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0		\$0.000000	\$0.00			\$0.00	\$0.00

06066200000 - DO NOT USE. Use 5- or 7-digit code.

MISCELLANEOUS PARTS, OPTIONS AND ACCESSORIES

MISCELLANEOUS PARTS, OPTIONS AND ACCESSORIES

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0		\$0.000000	\$0.00			\$0.00	\$0.00

40515904056 - (Inventory) GASOLINE, UNLEADED SUPER , TRUCK TRANSPORT DELIV  
 TRUCK TRANSPORT DELIVERY  
 TRUCK TRANSPORT DELIVERY

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:   
 Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

**Final**

1600000028	Document Phase Final	Document Description T191 NON-ALTERNATIVE FUEL VEHICLES	Page 4 of 10
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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Bid Response Instructions:**

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

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

**Bid rejection:**

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

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

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

- Bid number not on envelope/package/box
- Bid responses with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and a complete exact copy
- Bid response received from non-subscribed/expired vendor

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

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

"By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

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

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeqa.alabama.gov](http://www.adeqa.alabama.gov)

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In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

\*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\*

**Vendor Registration and Subscription Fee**

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, HYPERLINK "<https://procurement.staars.alabama.gov>". Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the "pay subscription fee" tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor's subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

**Intent to Award**

The State of Alabama – Division of Purchasing will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14).

**Alternate Bid Response**

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

**Internet Website Link's**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

**Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

**Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

**Bid Responses and Bid Results**

Unevaluated Bid Responses are available on our website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov). The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

**Foreign Corporation – Certificate of Authority**

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

**Alabama Preferred Vendor**

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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**Award:**

Award will be to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle for a 2011 make/ model year with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle. See provided **SAMPLE** life cycle cost form.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancelation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

**Delivery charges:**

There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is \$1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

**In State Dealership:**

Effective June 3, 2015, **Act 2015-306, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

**Administrative fee:**

Awarded bidder(s) are to pay the State an administrative fee for all sales made under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales. The fee is to be paid each month before the 20th and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each month before the 20th listing sales made during the prior calendar month. This report is to include the report contract number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@isd.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting month and contract number.

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance  
 Division of Accounting and Administration  
 PO Box 300658  
 Montgomery, Alabama 36130-0658

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May.

Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancelation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

**Vehicles, Non-Alternative Fuel:**

**Production/close-out dates:**

This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates on the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

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Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

Due to the fact that State Purchasing has no control over the U.S. Postal Service and that mail can get lost, it would be advisable for agencies to fax a copy of their purchase order to the contract vendor with a note that it is a copy and that the vendor's copy should be received in the U.S. mail within a few days.

\*\*\*\*\*

**Delivery/pick-up:**

If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must fax the delivery notification to the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

\*\*\*\*\*

**Standard features and options:**

"Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers" is prohibited by state law on this contract.

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 sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, 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. If no color is specified, the vendor will order with factory white color with matching interior.

\*\*\*\*\*

**Passenger vans disclaimer:**

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

**Contract period:**

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

**Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

**Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to

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Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Manufacturer, Stock/Model numbers:**

At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

**Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement. Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

**Requested information:**

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

**Firm Pricing:**

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

**OPTIONS PRICING:**

All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost. Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

**QUOTES:**

When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

**CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:**

Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

**PURPOSE:**

To establish a statewide contract for non-alternative fuel vehicles for State agencies, pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit, are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

\* Note: vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

**Quantity:**

The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

**MANDATORY PRE-BID CONFERENCE:**

There will be a mandatory pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the mandatory pre-bid conference. Only those vendors that are signed-in will be allowed to bid on this RFB. Failure to



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attend the mandatory pre-bid conference or failure to sign-in will result in the rejection of your bid. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Mandatory Pre-Bid Conference will be as follow:

DATE: September 17, 2015  
TIME: 9:30 am  
PLACE: State Purchasing  
100 North Union Street, Suite 192  
Montgomery, AL 36104

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**State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement**

**New**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER: MA 999 20000000221**

**NOT TO EXCEED AMOUNT:**

Begin Date: 04/01/2020

Procurement Folder: 1024611

Expiration Date: 04/01/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 04/07/20

Version Number: 1

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

MA-NON-ALTERNATIVE FUEL VEHICLES - T191  
OLD T191 NON-ALTERNATIVE FUEL VEHICLES

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000042177: Stivers Ford Lincoln  
4000 Eastern Boulevard  
  
Montgomery AL 36116

**Contact:**

Billy Bruce  
3346135000 EXT: 5056  
Bbruce@Stiversonline.Com

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$25,957.000000	\$0.00			\$0.00	\$0.00

0718027 - UTILITY VEHICLES, MIDSIZE  
 FORD EXPLORER UTILITY SUV 4 DOOR AWD  
 MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.  
 7-PASSENGER SEATING

WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121".  
 WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS.  
 MINIMUM 4 CYLINDER ENGINE  
 AUTOMATIC TRANSMISSION  
 DAYTIME RUNNING LIGHTS  
 REAR VIEW CAMERA  
 MINIMUM GROUND CLEARANCE 7.75"  
 MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS

MAKE: FORD

MODEL: EXPLORER

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$21,399.000000	\$0.00			\$0.00	\$0.00

0720117 - TRUCK, PICKUP, MID SIZE EXTENDED CAB, SINGLE REAR WHEEL, SHO  
 FORD RANGER MIDSIZE EXTENDED CAB TRUCK  
 MIDSIZE EXTENDED CAB TRUCK STANDARD 6' BOX

ADDED SPECIFICATION: REAR SEATING REQUIRED.

MINIMUM 4 CYLINDER ENGINE  
 VEHICLES WHEELBASE TO BE A MINIMUM OF 125" AND A MAXIMUM OF 129"  
 AUTOMATIC TRANSMISSION.  
 STANDARD AIR CONDITIONING.

MAKE: FORD

MODEL: RANGER

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00


0710490 - VEHICLES AND OTHER FLEET EQUIPMENT  
 VEHICLE OPTIONS  
 VEHICLE OPTIONS:  
 TO BE BILLED AT DEALER INVOICE PRICING.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0		\$0.000000	\$0.00			\$0.00	\$0.00

96286 - Transportation of Goods, Shipping and Handling, and Other Fr  
 VEHICLE DELIVERY  
 VEHICLE DELIVERY

SEE SPECIFICATION SHEET FOR DETAILS.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:   
**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver

**Final**

20000000221	Document Phase Final	Document Description MA-NON-ALTERNATIVE FUEL VEHICLES - T191	Page 4 of 11
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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Choice of Law; Venue:**

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

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

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

**Bid Response Instructions:**

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

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection:**

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

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

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

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

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

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

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

#### Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov)

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

#### \*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\*

#### Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

#### Non-appropriation of funds

Continuation of any agreement between the State 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 state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

#### Proration

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Intent to Award**

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to [protests@purchasing.alabama.gov](mailto:protests@purchasing.alabama.gov)

**Alternate Bid Response**

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

**Internet Website Link’s**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

**Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

**Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

**Bid Responses and Bid Results**

Unevaluated Bid Responses are available on our website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov). The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

**Foreign Corporation – Certificate of Authority**

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

**Alabama Preferred Vendor**

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



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**Award:**

Award will be made by line (Vehicle) to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle for a 2011 make/ model year with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancellation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

**Delivery charges:**

There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is \$1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

**In State Dealership:**

Effective June 3, 2015, **Act 2015-306, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

**Administrative fee:**

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20<sup>th</sup>

January, February, March – Due by April 20<sup>th</sup>

April, May, June – Due by July 20<sup>th</sup>

July, August, September – Due by October 20<sup>th</sup>

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

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Alabama Department of Finance  
Division of Accounting and Administration  
PO Box 300658  
Montgomery, Alabama 36130-0658

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancelation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

**Vehicles, Non-Alternative Fuel:**

Production/close-out dates:

This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates on the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

Delivery/pick-up:

If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must notify the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

Standard features and options:

"Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers" is prohibited by state law on this contract.

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 sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, 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:

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Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

**Passenger vans disclaimer:**

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

**Contract period:**

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

**Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

**Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Manufacturer, Stock/Model numbers:**

At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

**Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement. Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

**Requested information:**

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

**Firm Pricing:**

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

**OPTIONS PRICING:**

All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost. Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

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**QUOTES:**

When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

**CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:**

Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

**PURPOSE:**

To establish a statewide contract for non-alternative fuel vehicles for State agencies, pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit, are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

\* Note: vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

**Quantity:**

The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

**PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.**

**PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.**

**ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.**

**ELECTRONIC PAYMENT**

Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

**MANDATORY PRE-BID CONFERENCE:**

There will be a mandatory pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the mandatory pre-bid conference. Only those vendors that are signed-in will be allowed to bid on this RFB. Failure to attend the mandatory pre-bid conference or failure to sign-in will result in the rejection of your bid. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner

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prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Mandatory Pre-Bid Conference will be as follow:

DATE: February 13, 2020  
TIME: 9:00 am  
PLACE: State Purchasing  
100 North Union Street, Suite 192  
Montgomery, AL 36104



**State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement**

**New**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER: MA 999 20000000222**

**NOT TO EXCEED AMOUNT:**

Begin Date: 04/01/2020

Procurement Folder: 1024611

Expiration Date: 04/01/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 04/07/20

Version Number: 1

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

MA-NON-ALTERNATIVE FUEL VEHICLES - T191  
OLD T191 NON-ALTERNATIVE FUEL VEHICLES

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000049701: Donohoo Chevrolet  
1000 Greenhill Blvd Nw  
Fort Payne AL 35967

**Contact:**

Chad Johnson  
2568453525 EXT: 1  
Cjohnson@Donohoochevrolet.Com

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$17,498.000000	\$0.00			\$0.00	\$0.00

0710420 - AUTOMOBILES, FULL-SIZE, 4 DOOR SEDAN  
 CHEVROLET MALIBU FULL-SIZE SEDAN  
 FULL SIZE SEDAN 4 DOOR,  
 VEHICLE IS TO COME WITH ALL STANDARD FEATURES.  
 WHEELBASE TO BE A MINIMUM OF 110" AND A MAXIMUM OF 115".  
 MINIMUM 4 CYLINDER ENGINE  
 REAR VIEW CAMERAS  
 STANDARD AIR CONDITIONING

MAKE:CHEVROLET

MODEL:MALIBU

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$20,618.000000	\$0.00			\$0.00	\$0.00

0718025 - UTILITY VEHICLES, SMALL/LIGHT DUTY, 4 DOOR  
 CHEVROLET EQUINOX MIDSIZE CROSSOVER CLASS  
 MIDSIZE CLASS CROSSOVER, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.  
 5-PASSENGER SEATING

ENGINE TO BE A 4-CYLINDER  
 MINIMUM  
 WHEELBASE TO BE A MINIMUM OF 107" WITH A MAXIMUM OF 113"  
 STANDARD AIR CONDITIONING  
 REAR VIEW CAMERA

MAKE: CHEVROLET

MODEL: EQUINOX

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$22,518.000000	\$0.00			\$0.00	\$0.00

0720116 - TRUCK, PICKUP, MID SIZE CREW CAB, SINGLE REAR WHEEL, SHORT B  
 CHEVROLET COLORADO MIDSIZE CREW CAB TRUCK  
 MID-SIZE CREW CAB TRUCK 5' BOX. FULL 4 DOORS

ADDED SPECIFICATION: REAR SEATING REQUIRED.

VEHICLE IS TO COME WILL ALL STANDARD EQUIPMENT AND SAFETY FEATURES.  
 MINIMUM 4 CYLINDER ENGINE.  
 VEHICLES WHEELBASE TO BE A MINIMUM OF 126" AND A MAXIMUM OF 130"  
 AUTOMATIC TRANSMISSION.  
 STANDARD AIR CONDITIONING

MAKE: CHEVROLET

MODEL: COLORADO

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$38,588.000000	\$0.00			\$0.00	\$0.00

07180 - SUV Type Vehicles, Including Carryalls  
 CHEVROLET TAHOE LARGE SUV, 4 DOOR

**COMMODITY / SERVICE INFORMATION**

LARGE UTILITY VEHICLE SUV 4X2.

VEHICLE TO INCLUDE ALL STANDARD EQUIPMENT AND SAFETY FEATURES  
 8-PASSENGER SEATING  
 REAR WHEEL DRIVE  
 WHEELBASE TO BE A MINIMUM OF 119" AND A MAXIMUM OF 123"  
 MINIMUM TOWING OF 6,000 LBS.  
 MINIMUM 23 GALLON FUEL CAPACITY  
 NON SSV

MAKE: CHEVROLET

MODEL: TAHOE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0		\$0.000000	\$0.00			\$0.00	\$0.00

0710490 - VEHICLES AND OTHER FLEET EQUIPMENT

VEHICLE OPTIONS:  
 VEHICLE OPTIONS:

TO BE BILLED AT DEALER INVOICE PRICING.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0		\$0.000000	\$0.00			\$0.00	\$0.00

96286 - Transportation of Goods, Shipping and Handling, and Other Fr

VEHICLE DELIVERY  
 VEHICLE DELIVERY:

SEE SPECIFICATION SHEET FOR DETAILS.

Final

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver



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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Choice of Law; Venue:**

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

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

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

**Bid Response Instructions:**

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

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection:**

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

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

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

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

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

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

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

#### Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov)

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

#### \*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\*

#### Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

#### Non-appropriation of funds

Continuation of any agreement between the State 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 state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

#### Proration

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Intent to Award**

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to [protests@purchasing.alabama.gov](mailto:protests@purchasing.alabama.gov)

**Alternate Bid Response**

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

**Internet Website Link’s**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

**Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

**Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

**Bid Responses and Bid Results**

Unevaluated Bid Responses are available on our website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov). The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

**Foreign Corporation – Certificate of Authority**

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

**Alabama Preferred Vendor**

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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**Award:**

Award will be made by line (Vehicle) to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle for a 2011 make/ model year with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancellation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

**Delivery charges:**

There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is \$1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

**In State Dealership:**

Effective June 3, 2015, **Act 2015-306, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

**Administrative fee:**

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20<sup>th</sup>

January, February, March – Due by April 20<sup>th</sup>

April, May, June – Due by July 20<sup>th</sup>

July, August, September – Due by October 20<sup>th</sup>

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

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Alabama Department of Finance  
Division of Accounting and Administration  
PO Box 300658  
Montgomery, Alabama 36130-0658

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancellation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

**Vehicles, Non-Alternative Fuel:**

Production/close-out dates:

This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates on the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

Delivery/pick-up:

If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must notify the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

Standard features and options:

"Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers" is prohibited by state law on this contract.

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 sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, 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:

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Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

**Passenger vans disclaimer:**

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

**Contract period:**

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

**Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

**Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Manufacturer, Stock/Model numbers:**

At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

**Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement. Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

**Requested information:**

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

**Firm Pricing:**

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

**OPTIONS PRICING:**

All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost. Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

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**QUOTES:**

When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

**CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:**

Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

**PURPOSE:**

To establish a statewide contract for non-alternative fuel vehicles for State agencies, pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit, are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

\* Note: vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

**Quantity:**

The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

**PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.**

**PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.**

**ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.**

**ELECTRONIC PAYMENT**

Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

**MANDATORY PRE-BID CONFERENCE:**

There will be a mandatory pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the mandatory pre-bid conference. Only those vendors that are signed-in will be allowed to bid on this RFB. Failure to attend the mandatory pre-bid conference or failure to sign-in will result in the rejection of your bid. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner

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prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Mandatory Pre-Bid Conference will be as follow:

DATE: February 13, 2020  
TIME: 9:00 am  
PLACE: State Purchasing  
100 North Union Street, Suite 192  
Montgomery, AL 36104





State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

New

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 20000000223

**NOT TO EXCEED AMOUNT:**

Begin Date: 04/01/2020

Procurement Folder: 1024611

Expiration Date: 04/01/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 04/07/20

Version Number: 1

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

MA-NON-ALTERNATIVE FUEL VEHICLES - T191  
OLD T191 NON-ALTERNATIVE FUEL VEHICLES

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000049975: Tallassee Automotive Inc.  
1618 Gilmer Avenue  
Tallassee AL 36078

**Contact:**

BRUCE BROWN  
3342836815  
BBROWN@TALLASSEEAUTOMOTIVE.COM

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$23,467.000000	\$0.00			\$0.00	\$0.00

0718027 - UTILITY VEHICLES, MIDSIZE  
 JEEP GRAND CHEROKEE MIDSIZE UTILITY SUV 4 DOOR AWD  
 MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.  
  
 5-PASSENGER SEATING MINIMUM  
 WHEELBASE TO BE A MINIMUM OF 114" AND A MAXIMUM OF 120".  
 WIDTH TO BE A MAXIMUM OF 76" W/O MIRRORS  
 MINIMUM 4 CYLINDER ENGINE.  
 AUTOMATIC TRANSMISSION  
 MINIMUM OF A 17.5 GALLON FUEL TANK CAPACITY  
  
 MAKE: JEEP  
  
 MODEL: GRAND CHEROKEE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0		\$0.000000	\$0.00			\$0.00	\$0.00

0710490 - VEHICLES AND OTHER FLEET EQUIPMENT  
 VEHICLE OPTIONS  
 VEHICLE OPTIONS:  
  
 TO BE BILLED AT DEALER INVOICE PRICING.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00

96286 - Transportation of Goods, Shipping and Handling, and Other Fr  
 VEHICLE DELIVERY  
 VEHICLE DELIVERY.  
  
 PLEASE SEE SPECIFICATION SHEET FOR DETAILS.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver

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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Choice of Law; Venue:**

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

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

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

**Bid Response Instructions:**

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

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

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4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

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Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

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

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

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

**Certification Pursuant to Act no. 2006-557**

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov)

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**\*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\***

**Vendor Registration and Subscription Fee**

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

**Non-appropriation of funds**

Continuation of any agreement between the State 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 state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

**Proration**

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Intent to Award**

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to [protests@purchasing.alabama.gov](mailto:protests@purchasing.alabama.gov)

**Alternate Bid Response**

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

**Internet Website Link’s**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

**Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

**Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

**Bid Responses and Bid Results**

Unevaluated Bid Responses are available on our website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov). The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

**Foreign Corporation – Certificate of Authority**

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

**Alabama Preferred Vendor**

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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**Award:**

Award will be made by line (Vehicle) to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle for a 2011 make/ model year with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancellation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

**Delivery charges:**

There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is \$1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

**In State Dealership:**

Effective June 3, 2015, **Act 2015-306, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

**Administrative fee:**

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20<sup>th</sup>

January, February, March – Due by April 20<sup>th</sup>

April, May, June – Due by July 20<sup>th</sup>

July, August, September – Due by October 20<sup>th</sup>

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

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Alabama Department of Finance  
Division of Accounting and Administration  
PO Box 300658  
Montgomery, Alabama 36130-0658

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancellation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

**Vehicles, Non-Alternative Fuel:**

**Production/close-out dates:**

This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates on the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

**Delivery/pick-up:**

If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must notify the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

**Standard features and options:**

"Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers" is prohibited by state law on this contract.

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 sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, 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:

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Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

**Passenger vans disclaimer:**

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

**Contract period:**

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

**Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

**Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Manufacturer, Stock/Model numbers:**

At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

**Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement. Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

**Requested information:**

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

**Firm Pricing:**

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

**OPTIONS PRICING:**

All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost. Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.



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**QUOTES:**

When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

**CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:**

Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

**PURPOSE:**

To establish a statewide contract for non-alternative fuel vehicles for State agencies, pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit, are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

\* Note: vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

**Quantity:**

The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

**PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.**

**PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.**

**ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.**

**ELECTRONIC PAYMENT**

Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

**MANDATORY PRE-BID CONFERENCE:**

There will be a mandatory pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the mandatory pre-bid conference. Only those vendors that are signed-in will be allowed to bid on this RFB. Failure to attend the mandatory pre-bid conference or failure to sign-in will result in the rejection of your bid. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner

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prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Mandatory Pre-Bid Conference will be as follow:

DATE: February 13, 2020  
TIME: 9:00 am  
PLACE: State Purchasing  
100 North Union Street, Suite 192  
Montgomery, AL 36104



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

New

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 20000000224

**NOT TO EXCEED AMOUNT:**

Begin Date: 04/01/2020

Procurement Folder: 1024611

Expiration Date: 04/01/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 04/07/20

Version Number: 1

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

MA-NON-ALTERNATIVE FUEL VEHICLES - T191  
OLD T191 NON-ALTERNATIVE FUEL VEHICLES

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000054767: Limbaugh Toyota  
2200 Avenue T  
Birmingham AL 35218

**Contact:**

Mark Limbaugh  
2057800500  
Mark@Limbaughtoyota.Com

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$16,016.500000	\$0.00			\$0.00	\$0.00

0710428 - AUTOMOBILES, INTERMEDIATE SEDAN, 4/6 CYLINDER  
 TOYOTA COROLLA MIDSIZE SEDAN  
 MIDSIZE SEDAN, 4 DOOR  
 WITH ALL STANDARD EQUIPMENT AND SAFETY FEATURES.

VEHICLES WHEELBASE TO BE A MINIMUM OF 106" AND A MAXIMUM OF 112"  
 5-PASSENGER SEATING  
 MINIMUM OF A 1.5L  
 4-CYLINDER ENGINE  
 AUTOMATIC TRANSMISSION  
 REAR VISION CAMERA  
 STANDRAD AIR CONDITIONING

MAKE: TOYOTA

MODEL: COROLLA

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$24,666.500000	\$0.00			\$0.00	\$0.00

0710432 - AUTOMOBILES, INTERMEDIATE, 4 DOOR SEDAN, HYBRID ELECTRIC  
 TOYOTA CAMRY HYBRID 4 DOOR SEDAN  
 HYBRID, 4 DOOR SEDAN. VEHICLE IS TO COME WITH ALL STANDARD FEATURES AND SAFETY FEATURES.

5-PASSENGER SEATING  
 WHEELBASE TO BE A MINIMUM OF 110" AND A MAXIMUM OF 115"  
 MINIMUM ENGINE: 2.0L IVCT I-4 WITH PERMANENT-MAGNET AC SYNCHRONOUS ELECTRIC MOTOR.  
 REGNERATIVE BRAKING  
 ELECTRIC POWER-ASSISTED STEERING  
 MINIMUM OF 16" WHEELS.  
 HYBRID BATTERY  
 REAR VIEW CAMERA  
 STANDARD AIR CONDITIONING

MAKE: TOYOTA

MODEL: CAMRY HYBRID

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$22,716.500000	\$0.00			\$0.00	\$0.00

0718025 - UTILITY VEHICLES, SMALL/LIGHT DUTY, 4 DOOR  
 TOYOTA RAV4 SMALL CROSSOVER CLASS  
 SMALL CLASS CROSSOVER, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.

5-PERSON SEATING  
 ENGINE: 3 CYLINDER MINIMUM  
 WHEELBASE TO BE A MINIMUM OF 100" WITH A MAXIMUM OF 106.9"  
 REAR VIEW CAMERA  
 STANDARD AIR CONDITIONING

MAKE: TOYOTA

MODEL: RAV4

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0		\$0.000000	\$0.00			\$0.00	\$0.00

0710490 - VEHICLES AND OTHER FLEET EQUIPMENT

VEHICLE OPTIONS  
 VEHICLE OPTIONS:

TO BE BILLED AT DEALER INVOICE PRICING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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**COMMODITY / SERVICE INFORMATION**

5	0	\$0.000000	\$0.00	\$0.00	\$0.00
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96286 - Transportation of Goods, Shipping and Handling, and Other Fr  
 VEHICLE DELIVERY  
 VEHICLE DELIVERY:  
 PLEASE SEE SPECIFICATION SHEET FOR DETAILS.

**All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .**

Approved:   
**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver

**Final**

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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Choice of Law; Venue:**

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

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

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

**Bid Response Instructions:**

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

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection:**

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

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

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

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

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

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

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

**Certification Pursuant to Act no. 2006-557**

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov)

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**\*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\***

**Vendor Registration and Subscription Fee**

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

**Non-appropriation of funds**

Continuation of any agreement between the State 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 state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

**Proration**

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Intent to Award**

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to [protests@purchasing.alabama.gov](mailto:protests@purchasing.alabama.gov)

**Alternate Bid Response**

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

**Internet Website Link’s**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

**Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

**Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

**Bid Responses and Bid Results**

Unevaluated Bid Responses are available on our website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov). The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

**Foreign Corporation – Certificate of Authority**

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

**Alabama Preferred Vendor**

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



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**Award:**

Award will be made by line (Vehicle) to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle for a 2011 make/ model year with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancellation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

**Delivery charges:**

There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is \$1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

**In State Dealership:**

Effective June 3, 2015, **Act 2015-306, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

**Administrative fee:**

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to [telecom.admin@oit.alabama.gov](mailto:telecom.admin@oit.alabama.gov). A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20<sup>th</sup>

January, February, March – Due by April 20<sup>th</sup>

April, May, June – Due by July 20<sup>th</sup>

July, August, September – Due by October 20<sup>th</sup>

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

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Alabama Department of Finance  
Division of Accounting and Administration  
PO Box 300658  
Montgomery, Alabama 36130-0658

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancellation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

**Vehicles, Non-Alternative Fuel:**

Production/close-out dates:

This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates on the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

Delivery/pick-up:

If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must notify the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

Standard features and options:

"Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers" is prohibited by state law on this contract.

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 sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, 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:

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Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

**Passenger vans disclaimer:**

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

**Contract period:**

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

**Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

**Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Manufacturer, Stock/Model numbers:**

At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

**Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement. Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

**Requested information:**

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

**Firm Pricing:**

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

**OPTIONS PRICING:**

All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost. Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

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**QUOTES:**

When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

**CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:**

Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

**PURPOSE:**

To establish a statewide contract for non-alternative fuel vehicles for State agencies, pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit, are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

\* Note: vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

**Quantity:**

The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

**PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.**

**PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.**

**ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.**

**ELECTRONIC PAYMENT**

Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

**MANDATORY PRE-BID CONFERENCE:**

There will be a mandatory pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the mandatory pre-bid conference. Only those vendors that are signed-in will be allowed to bid on this RFB. Failure to attend the mandatory pre-bid conference or failure to sign-in will result in the rejection of your bid. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner

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prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Mandatory Pre-Bid Conference will be as follow:

DATE: February 13, 2020  
TIME: 9:00 am  
PLACE: State Purchasing  
100 North Union Street, Suite 192  
Montgomery, AL 36104



**State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement**

**New**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER: MA 999 20000000225**

**NOT TO EXCEED AMOUNT:**

Begin Date: 04/01/2020

Procurement Folder: 1024611

Expiration Date: 04/01/2021

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 04/07/20

Version Number: 1

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

MA-NON-ALTERNATIVE FUEL VEHICLES - T191  
OLD T191 NON-ALTERNATIVE FUEL VEHICLES

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000055942: Long-Lewis Of The Shoals Inc  
2800 Woodward Av  
Muscle Shoals AL 35661

**Contact:**

Christina Croteau  
2563867800 EXT: 2258  
Christina.Croteau@Longlewis.Net

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$25,935.650000	\$0.00			\$0.00	\$0.00

0718027 - UTILITY VEHICLES, MIDSIZE  
 FORD EDGE MIDSIZE UTILITY SUV 4 DOOR AWD  
 MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.  
 5- PASSENGER SEATING

WHEELBASE TO BE A MINIMUM OF 111" AND A MAXIMUM OF 113".  
 WIDTH TO BE A MAXIMUM OF 78" W/O MIRRORS.  
 MINIMUM OF A 2.0 LITER 4 CYL. ENGINE  
 AUTOMATIC TRANSMISSION.  
 REAR VISION CAMERA  
 DAYTIME RUNNING LAMPS  
 MINIMUM GROUND CLEARANCE OF 7.4"  
 ELECTRONIC STABILITY CONTROL SYSTEM WITH TRACTION CONTROL.  
 MINIMUM FUEL TANK CAPACITY OF 19 GALLONS

MAKE: FORD

MODEL: EDGE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0		\$0.000000	\$0.00			\$0.00	\$0.00

0710490 - VEHICLES AND OTHER FLEET EQUIPMENT  
 VEHICLE OPTIONS  
 VEHICLE OPTIONS

TO BE BILLED AT DEALER INVOICE PRICING.

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		\$0.000000	\$0.00			\$0.00	\$0.00

96286 - Transportation of Goods, Shipping and Handling, and Other Fr  
 VEHICLE DELIVERY  
 VEHICLE DELIVERY:

PLEASE SEE VEHICLE TERMS AND CONDITIONS FOR SPECIFIC INFORMATION AND PRICING.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:   
 Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Choice of Law; Venue:**

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

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

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

**Bid Response Instructions:**

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

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection:**

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

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

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

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

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



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

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

#### Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov)

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

#### \*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\*

##### Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

##### Non-appropriation of funds

Continuation of any agreement between the State 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 state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

##### Proration

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Intent to Award**

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to [protests@purchasing.alabama.gov](mailto:protests@purchasing.alabama.gov)

**Alternate Bid Response**

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

**Internet Website Link’s**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

**Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

**Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

**Bid Responses and Bid Results**

Unevaluated Bid Responses are available on our website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov). The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

**Foreign Corporation – Certificate of Authority**

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

**Alabama Preferred Vendor**

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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**Award:**

Award will be made by line (Vehicle) to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle for a 2011 make/ model year with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancellation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

**Delivery charges:**

There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is \$1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

**In State Dealership:**

Effective June 3, 2015, **Act 2015-306, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

**Administrative fee:**

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20<sup>th</sup>

January, February, March – Due by April 20<sup>th</sup>

April, May, June – Due by July 20<sup>th</sup>

July, August, September – Due by October 20<sup>th</sup>

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

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Alabama Department of Finance  
Division of Accounting and Administration  
PO Box 300658  
Montgomery, Alabama 36130-0658

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancelation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

**Vehicles, Non-Alternative Fuel:**

**Production/close-out dates:**

This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates on the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

**Delivery/pick-up:**

If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must notify the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

**Standard features and options:**

"Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers" is prohibited by state law on this contract.

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 sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, 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:

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Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

**Passenger vans disclaimer:**

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

**Contract period:**

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

**Ordering process:**

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

**Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Manufacturer, Stock/Model numbers:**

At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

**Descriptive literature:**

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement. Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

**Requested information:**

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

**Firm Pricing:**

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

**OPTIONS PRICING:**

All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost. Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

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**QUOTES:**

When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

**CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:**

Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

**PURPOSE:**

To establish a statewide contract for non-alternative fuel vehicles for State agencies, pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit, are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

\* Note: vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

**Quantity:**

The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

**PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.**

**PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.**

**ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.**

**ELECTRONIC PAYMENT**

Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

**MANDATORY PRE-BID CONFERENCE:**

There will be a mandatory pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the mandatory pre-bid conference. Only those vendors that are signed-in will be allowed to bid on this RFB. Failure to attend the mandatory pre-bid conference or failure to sign-in will result in the rejection of your bid. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner

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prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Mandatory Pre-Bid Conference will be as follow:

DATE: February 13, 2020  
TIME: 9:00 am  
PLACE: State Purchasing  
100 North Union Street, Suite 192  
Montgomery, AL 36104