



PURCHASING DEPARTMENT  
151 WILLOWBEND ROAD  
PEACHTREE CITY, GA 30269  
PHONE: 770-487-7657  
FAX: 770-631-2505  
WWW.PEACHTREE-CITY.ORG

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21 October 2013

Ladies and Gentlemen:

The City of Peachtree City will be accepting sealed bids from authorized Chevrolet Distributors for the purchase of seven (7) new 2014 Chevrolet Caprice PPV vehicles.

Bids will be received by Angela Egan, Purchasing Agent, at City Hall, 151 Willowbend Road, Peachtree City, Georgia 30269 **until 11:00 a.m. Tuesday, November 19, 2013**, at which time and place the bids will be opened and read aloud. Bids received after the set time will not be considered. All bids must strictly conform to the bid specifications.

**Specifications and bid forms are available on the City's web site at [www.peachtree-city.org](http://www.peachtree-city.org).**

Bids are to be submitted in a sealed envelope, with the name of the equipment bid (**Caprice #14-105BPD**) clearly marked on the front. **The date and time of the opening are also to be included, along with the name of the company submitting the bid.** The bid made by any company or firm must be signed in the name of such company or firm in a legal manner by a duly authorized officer; and the principal place of business must be shown (no post office boxes).

No bids may be withdrawn for a period of ninety (90) days after the scheduled time to receive the bids. Any request for clarification must be submitted **in writing** (hand delivery, email, fax, or regular mail) to the Purchasing Agent by the close of business, five business days prior to the submission of bids. Any clarification issued will be in the form of an addendum to the bids instructions, plans, or specifications and will be issued not later than seventy-two (72) hours prior to the time of submission of bids. Any addendums will be placed on the City's website at [www.peachtree-city.org](http://www.peachtree-city.org). **It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the Purchasing Agent or by visiting the City's website prior to bid submittal.

The City reserves the right to bid a project in phases and award the contract on the phases it deems to be in the City's best interest.

The City will choose the lowest, best, responsible or responsive bidder(s). The City will exercise its discretion in awarding the contract to the bidder(s) who best satisfies the needs of the City. The City reserves the right to negotiate with the firm awarded the contract, after the contract is signed. The City also reserves the right to reject any and all bids and to waive any and all irregularities.

Bids will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the City of Peachtree City or any other governmental entity.

Sincerely,

Angela Egan  
Purchasing Agent

ARE/BID #14-105BPD – CAPRICE (7)

Attachment

**SPECIFICATIONS  
 BID # 14-105BPD  
 2014 CHEVROLET CAPRICE PPV**

<b>SUBMITTED BY:</b>	
NAME OF FIRM: _____	PHONE: _____
BIDDER'S NAME: _____	FAX: _____
ADDRESS: _____	CELL: _____
_____	
EMAIL: _____	
AUTHORIZED SIGNATURE: _____	

This specification covers the purchase of seven (7) 2014 Chevrolet Caprice PPV (9C1) police vehicles.

**VENDOR INFORMATION:** These Police vehicles shall be equipped with factory installed Police Packages. Bidders shall indicate EXACTLY what they are offering in each one of the following blanks in the "BIDDER'S RESPONSE" column. If this is not done, or it is incomplete, YOUR BID WILL NOT BE CONSIDERED FOR AWARD. DO NOT USE "COMPLY", "OK", "YES", "SAME", an "X", a "V" CHECKMARK or a ("") DITTO MARK.

**SUPPORTING DATA:** Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in BIDDER'S RESPONSE column. Failure to furnish required data, MAY BE CONSIDERED AS CAUSE FOR REJECTION OF BID.

**SPECIFICATIONS**

<u>REQUIREMENTS/DELETIONS:</u>	<u>DESCRIPTION/OPTION CODES:</u>	<u>BIDDER'S RESPONSE:</u>
<b>MAKE</b>	CHEVROLET	_____
<b>MODEL</b>	CAPRICE PPV (9C1)	_____
<b>YEAR</b>	2014	_____
<b>EMISSIONS</b>	FEDERAL EMISSIONS (FE9)	_____
<b>STANDARD EQUIPMENT:</b>	1EW19-9C1	_____
<b>CHASSIS FEATURES:</b>		
<b>AXLE</b>	2.92 AXLE RATIO W/ LIMITED SLIP	_____
<b>ENGINE</b>	6.0L V-8 (L77)	_____
<b>BATTERY</b>	OPTIONAL AUXILIARY 600CCA BATTERY (K5S)	_____
<b>TRANSMISSION</b>	6-SPEED AUTOMATIC	_____
<b>INTERIOR FEATURES:</b>		
<b>SEAT, REAR</b>	VINYL REAR SEAT (HCQ)	_____

<b><u>REQUIREMENTS/DELETIONS:</u></b>	<b><u>DESCRIPTION/OPTION CODES:</u></b>	<b><u>BIDDER'S RESPONSE:</u></b>
<b>FLOOR COVERING</b>	HEAVY-DUTY VINYL (6A3)	_____
<b>REAR DOOR HANDLES</b>	INOPERATIVE (6N6)	_____
<b>REAR WINDOW SWITCHES</b>	INOPERATIVE (6N5)	_____
<b>LAMP</b>	INOPERATIVE DOME AND COURTESY LAMPS (7Y6)	_____
<b>EXTERIOR FEATURES:</b>		
<b>SPOTLAMP</b>	LEFT HAND (7X6)	_____
<b>PAINT COLOR</b>	WHITE	_____
<b>SPARE KEYS</b>	ONE ADDITIONAL SPARE KEY AND TRANSMITTER (FOR TOTAL OF 3 KEYS)	_____
<b>FRONT LICENSE BRACKET</b>	INSTALLED	_____
<b><u>OPTION #1</u></b>		
<b>REARVIEW BACKUP CAMERA</b>	AFTERMARKET DEALER INSTALLED (COVERED BY DEALER WARRANTY)	_____

**NO DEVIATION FROM THESE BID SPECIFICATIONS SHALL BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PURCHASING AGENT.**

**ALL LEFT OVER, UNUSED OR SPARE/EXTRA, INSTALLATION EQUIPMENT, PARTS, RESIDUAL PAPERWORK, INSTALLATION GUIDES, LABELS, LENSES, AND/OR MATERIALS PURCHASED THROUGH THIS BID, OR FROM MONIES PROVIDED BY THE CITY FOR THE PURCHASE OF EQUIPMENT, SHALL BE DEEMED TO BE THE PROPERTY OF THE CITY OF PEACHTREE CITY AND SHALL BE TRANSFERRED TO THE CITY OF PEACHTREE CITY AT THE TIME OF DELIVERY OF THE VEHICLE(S). THIS SHALL INCLUDE, BUT NOT BE LIMITED TO EXTRA STOP STICKS, SPOTLIGHT BULBS, LED UNITS, ANTENNAS, CHARGERS, OWNER'S MANUALS, ETC.**

**ANY QUESTIONS, PROBLEMS, OR CONCERNS, NO MATTER HOW SEEMINGLY INSIGNIFICANT, MUST BE ADDRESSED IN WRITING TO THE PURCHASING AGENT AND A WRITTEN RESPONSE PROVIDED BY THE CITY BEFORE MODIFYING OR CHANGING ANY PART DESCRIBED OR ANY INSTALLATION AS DESIGNATED IN THIS BID.**

<b>CONFIRMATION OF ORDER FROM DEALER TO FORD:</b>	VIA FAX AND/OR E-MAIL (BUILD SHEET AND DETAILS OF ORDER FROM FACTORY)	_____
<b>DELIVERY DATE:</b>	ADVISE LEAD TIME FROM DATE OF ORDER	_____
<b>DELIVERY SITE:</b>	PEACHTREE CITY AND/OR CITY APPROVED DROP SHIP LOCATION	_____
<b>PAYMENT:</b>	<b>NET 30 - UPON DELIVERY &amp; ACCEPTANCE OF ALL VEHICLES</b>	_____

**BASE BID PER VEHICLE (DELIVERED) 6.0 L V-8 (L77):** \$ \_\_\_\_\_

**EXTENDED BID FOR VEHICLES SEVEN (7) (DELIVERED) 6.0 L V-8 (L77):** \$ \_\_\_\_\_

**OPTION #1 PRICING**

**BASE BID PER VEHICLE (DELIVERED) WITH OPTION #1** \$ \_\_\_\_\_

**EXTENDED BID FOR VEHICLES (7) (DELIVERED) WITH OPTION #1** \$ \_\_\_\_\_

## BID CONDITIONS

1. **CERTIFICATION.** The Bidder hereby certifies that they have carefully examined all of the applicable Bid/Contract Documents for the material or service specified herein, understands the nature and scope of the work to be done, and that their Bid is based upon the terms, specifications, requirements and conditions. The Bidder further agrees that the performance time specified is a reasonable time. By their signature on the response to the bid or the bid Response Form, the Bidder certifies that their Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all Bids for the purchase will result from free, open and competitive bidding among all vendors. Further, the Bidder certifies that they understand collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards. The Bidder further certifies that they are authorized to sign this Bid for the Bidder.
2. **CONFLICT OF INTEREST.** By submission of a bid, the Bidder agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include employment or elected office with Peachtree City or any of its component units. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that Peachtree City, at the discretion of the Purchasing Director in consultation with legal counsel, may reject their bid.
3. **REBATES TO PEACHTREE CITY EMPLOYEES.** Any employee or any official of the Peachtree City or any of its component units, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as in inducement or intended inducement, in the procurement of business, or the giving of business for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to Peachtree City shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accordance with State and/or Federal laws.
4. **BIDDER'S OFFER.** The Bidder responding offers to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein and in any applicable related documents (e.g., Notification of Solicitation, Request for Information, Addenda, Contract, Bonds, Insurance, Plans, etc.). It shall be understood that the Bidder's sureties and insurers are subject to the approval of the City of Peachtree City.
5. **DISCUSSION WITH BIDDERS.** Peachtree City may award a purchase contract, based on initial offers received, without discussion of such offers. A Bidder's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. Peachtree City may, however, have discussion with those Bidders that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such Bidders, and make an award and/or conduct negotiations thereafter. The Peachtree City reserves the right to negotiate separately with any Bidder after the closing of this Bid when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of Peachtree City.
6. **CONTACTING PEACHTREE CITY PERSONNEL.** Bidders shall make NO CONTACTS - either written or verbal - with any Peachtree City employee or elected official, with the exception of the Purchasing Agent, during the period beginning with the issuance of this document through approval of award unless authorized herein. Any attempt by a vendor/Bidder to influence a member or members of the aforementioned may be grounds to disqualify the Bidder from participation in the selection process of this Bid.
7. **RESPONSE SUBMITTAL.** Return your signed Bid in a sealed envelope, marked with the Bidder name, Bid number, and Bid closing time and date. Bids shall be returned to the Purchasing Agent, Peachtree City, 151 Willowbend Road, Peachtree City, GA 30269, on or before the date and time specified. The time of receipt shall be determined by the clock in the City Hall lobby. Late Bids will not be accepted. A Public Bid opening will be held at the date and time stated in the bid or RFP. Peachtree City will not be held responsible for the failure of any mail/delivery service (e.g., U.S. Mail, hand-delivered, UPS, Federal Express, or other express mail delivery services) to deliver a Bid response prior to the stated Bid due date and time.
8. **FACSIMILE RESPONSES.** Peachtree City will NOT accept responses transmitted via facsimile unless stated to the contrary within this document.
9. **PEACHTREE CITY RIGHTS.** If determined to be in its best interest, the Peachtree City reserves the right to: (1) reject any Bid, if determined to be non-responsive in any form to this and/or related documents, (2) reject all Bids, (3) to accept any item or items in the Bids, and, (4) to waive any irregularity in the Bids.

10. **SAMPLES.** It shall be understood that ownership of all data, materials, and documentation prepared for and submitted to Peachtree City in response to this Bids shall belong exclusively to Peachtree City and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code Annotated, Section 50-18-70, et.seq., unless otherwise provided by law.
11. **BIDDER EXPENSES.** Peachtree City will not be responsible for any expenses incurred by any Bidder in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Peachtree City and/or its representatives. Further, Peachtree City shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Bidder even if the City has formally accepted a recommendation.
12. **LOWEST RESPONSIBLE BIDDER.** Peachtree City interprets the term "lowest responsible Bidder" as requiring the Peachtree City to determine which Bid is most suitable for its intended use or purpose. The Peachtree City can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective Bidders. If there is any variance or conflict, the Bid specifications or requirements shall control.
13. **PURCHASE ORDER.** A purchase order constitutes the Peachtree City's offer to the Bidder upon the terms and conditions stated herein, and shall become a binding contract on the terms set forth herein when it is accepted either by acknowledgment or performance. Peachtree City will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents shall be subject to any regulations governed by the laws of the State of Georgia and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation shall be litigated only within the courts of the State of Georgia. Contracts entered into on the basis of submitted Bids are revocable if contrary to applicable law.
14. **CONTRACTS.** If applicable, the Bidder agrees to execute and deliver to Peachtree City a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of Peachtree City in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for Peachtree City's actual damages that exceed the amount of the surety
15. **TAXPAYER IDENTIFICATION NUMBER.** A valid federal tax identification number must be provided to the Peachtree City before any purchase orders can be issued and/or payments can be made.
16. **TERMINATION.** If the Bidder refuses or fails to make delivery of the services within the times specified herein or in the purchase order or contract, Peachtree City may, by written notice, terminate the purchase order OR contract.

**STATE OF GEORGIA**  
COUNTY OF \_\_\_\_\_

**SELLER'S AFFIDAVIT**

Personally appeared before me, the undersigned deponent, as the duly authorized agent/representative for \_\_\_\_\_, Seller, who being duly sworn, deposes and states that the following items are true to the best of his knowledge:

1. The affiant is the \_\_\_\_\_(title/office) of the Seller and is duly authorized to sign this affidavit.
2. That all sales taxes and assessments due or owed through the date of closing have been paid or will be fully paid prior to becoming delinquent; that all tax returns which are required to be filed prior to the date of Closing by either the State, County, City, or Federal government will have been filed as of the Closing.
3. There are no liens or encumbrances on the property described on Exhibit "A" attached hereto, and all bills of other vendors and suppliers of goods have been paid to date or shall be paid promptly.
4. There is no outstanding indebtedness regarding the property described on Exhibit "A" attached hereto.
5. To the best of Seller's knowledge and belief, there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against the property described on Exhibit "A" attached hereto either in the aforementioned county or any other county in Georgia that could in any way affect the title to property or constitute a lien thereon or which could create a lien superior to the bill of sale.
6. That no improvements or repairs have been made on the property described on Exhibit "A" attached hereto during the last ninety (90) days which have not been paid in full, and there are no outstanding bills for labor and materials or for services incurred in this connection.
7. This affidavit is made with the knowledge and understanding that it will be relied upon by purchaser and is an inducement to purchase the property described on Exhibit "A".

**SELLER:**

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Sworn and subscribed  
before me the parties  
this \_\_\_\_ day of  
\_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

2014 New Chevrolet Caprice – 7 each