

## SHACOG PURCHASING ALLIANCE

### GENERAL INSTRUCTIONS TO BIDDERS

#### 2017 BID FOR POLICE, PASSENGER, AND UTILITY VEHICLES BIDS DUE NOVEMBER 2, 2017

1. The purpose and intent of these specifications are to identify the types of vehicles for which proposals are being solicited. As an aid, bidders are advised that the specifications identify vehicles similar or equal to the following:

Police Patrol Vehicles:

- Dodge Charger Police AWD
- Dodge Charger Police RWD
- Ford Police Sedan AWD

Police Utility Vehicles, Full Size:

- Chevrolet Tahoe 4WD
- Dodge Durango Special Service Vehicle AWD

Police Utility Vehicles, SUV Size:

- Ford Police Interceptor Utility AWD

Passenger Vehicles:

- Chevrolet Impala
- Chevrolet Malibu
- Ford Focus SE Series
- Ford Fusion SE
- Ford Taurus SEL Series

Utility Vehicles, Full Size:

- Chevrolet Suburban 4WD
- Dodge Journey AWD
- Dodge Journey FWD
- Ford Expedition 4WD
- Ford Expedition SSV 4WD

Utility Vehicles, SUV Size:

- Chevrolet Equinox LT AWD
- Chevrolet Traverse LT AWD
- Chevrolet Trax LT AWD
- Ford Escape SE 4WD
- Ford Explorer XLT 4WD

There is, however, no desire to pre-select or exclude a specific product. The performance standards and capabilities of the vehicles bid, nonetheless, are minimums that must be met by any vehicle on which a bid is submitted. Exceptions to or differences from these specifications, or a proposal to modify a vehicle or an optional item, to make it conform to the requirements of these specifications, must be clearly identified in the bid. The participating municipality shall be responsible for confirming the compatibility of any applicable equipment with the vehicle or other equipment.

2. The SHACOG Purchasing Alliance is a cooperative venture of eight Councils of Governments within Allegheny County and Butler County, Pennsylvania, which is administered by the South Hills Area Council of Governments (SHACOG). Its purpose is to facilitate purchases of the listed product(s) by combining volumes for a single joint, public, competitive bid. Neither SHACOG nor any other Council of Governments will accept a bid on behalf of any participating municipality nor will SHACOG nor any other Council of Governments be a party to any contract between the bidder and a participating municipality. Each participating municipality retains the right to accept a bid, enter into contract with and make purchases from the bidder. Each Council of Governments, as a corporate entity, also has the right to accept a bid on its own behalf and enter into contract with and make purchases from the bidder.
3. All bids must be submitted in the manner directed by the SHACOG Purchasing Alliance. All bids are to be prepared online, sealed, printed, signed and **submitted in written form using the Official Proposal (paper bid)**. Instructions, specifications and required bid material is accessed online from the SHACOG Purchasing Alliance website at [www.shacog.com](http://www.shacog.com). If the bidder does not have a *User Name* or *Password* to access the website, that information will be provided, at no charge, upon request made to the SHACOG office. Each signed, paper proposal will be the printed copy of the sealed, online document. The computer program will date and time stamp each paper bid upon sealing so that it not only matches but also verifies completion of the online document. The signed, sealed paper bids will have to be submitted or the bid will be deemed incomplete and unresponsive, thereby precluding its inclusion in the bid tabulation. No independent data entry of bids submitted will be made by or in the SHACOG office. The signed, sealed paper bid (Official Proposal) will be the official document in case a discrepancy occurs between the online and paper bid. Directions as to how to secure the bid documents, to include Specifications, General Instructions to Bidders and Official Proposal (Bid) Forms, may be obtained from the South Hills Area Council of Governments (SHACOG), 2600 Old Greentree Road, Carnegie, PA 15106, 412-429-1130, [sue.dawson@shacog.com](mailto:sue.dawson@shacog.com), which provides administrative services for the Purchasing Alliance.
4. Each envelope containing a bid shall be sealed and clearly marked on the outside of the envelope **“PROPOSAL FOR VEHICLES”** and shall be addressed to the SHACOG Purchasing Alliance, c/o South Hills Area Council of Governments, 2600 Old Greentree Road, Carnegie, PA 15106.
5. No responsibility will attach to any Purchasing Alliance representative for the premature opening of a bid not properly addressed and identified.

6. Bids are being received simultaneously for several police, passenger, and utility vehicles. Bidders are invited to submit proposals on any or all vehicles identified in the Advertisement for Bids (Invitation to Bid). **Bidders are required to return only the "Official Proposal" for each vehicle bid. All bids are to be submitted in one sealed envelope or package** accompanied by a bid security in the form of either a **CERTIFIED CHECK, CASHIER'S CHECK, or BID BOND** made payable to the "SHACOG Purchasing Alliance and Its Participating Municipalities" in an amount that is based on the number of vehicle bids submitted as set forth below:

NUMBER OF BIDS SUBMITTED	AMOUNT OF BOND
1 to 2	\$ 5,000.00
2 to 4	\$ 10,000.00
5 to 6	\$ 15,000.00
7+	\$ 20,000.00

Each vehicle bid (Official Proposal) submitted, regardless of the type of vehicle, shall constitute one bid for the purposes of determining the amount of the bond that is required. **NO BID PROPOSAL MAY BE WITHDRAWN AFTER THE PROPOSALS ARE OPENED.** Any bidder may withdraw its proposal at any time *prior* to the time set for receipt of the bids. Bid security submitted in the form of a Certified Check or Cashier's Check shall be returned to the bidder one hundred twenty (120) calendar days after the proposals are opened.

7. Participating municipalities in the Purchasing Alliance are exempt from Federal excise taxes and State sales taxes. Bidder, therefore, should not include any such taxes in its calculations or in the prices bid.
8. All prices quoted shall be applicable to all vehicles ordered by the bidder from the manufacturer pursuant to its bid. Vehicles in the bidder's inventory are excluded from this bid unless the bidder makes the bid prices applicable to those vehicles. All bids shall be listed as numbers. Statements such as "Prices on Request" or "Call for Prices" or similar unspecified dollar amounts will be deemed non-responsive. **All prices quoted shall include delivery to the participating municipalities which are members of the SHACOG PURCHASING ALLIANCE specifically listed on page 6 of these General Instructions to Bidders.** A delivery charge may be added to the prices quoted for purchases made by participating municipalities **not** listed on page 6 of these **General Instructions to Bidders**, said charge, if any, to be identified by the bidder at the time the vehicle is ordered. **Bid prices shall also include all title, transfer, and notary fees.**
9. The bidder guarantees the prices set forth on its proposal(s) for the period November 2, 2017 through and including November 1, 2018 or the date on which the bids are next opened for Police, Passenger, and Utility Vehicles, whichever date comes later, contingent upon the bidder being able to place orders with the manufacturer or having stock available. Bids containing escalation clauses or any other clauses for price change will be rejected. Surcharges, of any type, may not be imposed at any time.
10. Certain errors shall be deemed fatal and render the bid void such as failure to sign the bid, or bond, or both, or if the signatures are those of unauthorized persons. **All proposals must bear an original signature.** Electronic or stamped signatures are unacceptable.
11. All bidders must be recognized dealers in the vehicle goods, materials, equipment or services specified and must be qualified to advise in their application or use. The bidder, at any time requested, must satisfy the Purchasing Alliance that it has the requisite organization, capital, plan, stock, charters, licenses, permits, patents, ability, knowledge and experience to satisfactorily execute and perform the contract for which it submits a bid.
12. Since bids are being solicited on multiple brands and models, and since bidder (dealership) may not represent all of the brands and models involved with this bid, bidder (dealership) may form a joint venture or partnership, either formal or informal, with another dealer which represents a model or brand not represented by bidder for the purpose of submitting a bid. If such a joint venture or partnership is formed, bidder shall submit a letter with its bid identifying this relationship and the dealership involved. The bid may then be signed either by bidder or a representative of the dealer with whom the relationship was formed.
13. Unless otherwise specified, all vehicles and equipment quoted herein must be new.
14. Bidder agrees and warrants that whenever the bidder, in its Proposal, describes goods by trade name, catalog number, or "as per sample," the goods so described conform to the specifications. The unauthorized use of any patented articles is done entirely at the risk of the successful bidder.

15. Submitting a proposal when it is intended to sublet may be cause for rejection of bids. The name and address of the Company (dealership) set forth by the bidder on the Official Proposal shall be deemed the store location from which the vehicle(s) shall be sold. Any successor in interest to the Company (dealership) at the store location set forth by the bidder on the Official Proposal shall be deemed bound by the bid, regardless of any new store location established by the successor in interest.
16. Any alterations, erasures, additions, or omissions of required information, or any changes in the specifications or proposal form, or taking exception to any provision of these specifications, is done at the risk of the bidder and may result in rejection of the bid. In case of discrepancies or omissions, or if the bidder is in doubt as to the meaning of the specifications or proposal form, the bidder should at once notify, in writing, the Executive Director of the South Hills Area Council of Governments. Any changes in specifications deemed necessary, at the sole discretion of the Purchasing Alliance, will be issued in an official addendum and copies will be sent simultaneously to all bidders.
17. **The Purchasing Alliance will receive, open, tabulate and report the bid results to the participating municipalities. All bids will be accepted and all bid awards will be made by the individual participating municipalities; no bid will be accepted and no bid award will be made by the Purchasing Alliance on behalf of the participating municipalities.** The bid acceptance and award should be made according to the applicable municipal code to the lowest responsible bidder based on the total cost of the vehicle, including options, selected by the participating municipality. The bidder should be aware, however, that exceptions to this methodology for bid acceptance and award are allowed by the various municipal codes applicable to municipal purchasing. The individual participating municipalities also reserve the right to reject any and all bids, to waive any minor discrepancies in the bids or specifications, and to purchase any, all or none of the vehicles specified. In addition, each individual participating municipality reserves the right to reject the bid of any bidder who has failed to satisfactorily perform any obligations to that municipality or is otherwise deemed not to be a responsible bidder. The Purchasing Alliance has no authority over, nor does it control the acceptance or rejection of bids by, the participating municipalities or from whom the participating municipalities make their purchases.
18. By submitting a bid, bidder warrants that if a participating municipality accepts a bid and makes an award to the bidder, bidder shall, at the option of the participating municipality, enter into a written contract with the participating municipality. The Advertisement for Bids, General Instructions to Bidders, General Specifications, Detailed Specifications, Addenda or Bulletins (if applicable), Bid Proposal, Bonds and Articles of Agreement shall be collectively known and designated as the "Contract Documents" and together shall form the contract. If bidder fails to execute the required documents within thirty (30) days after award by a participating municipality, bidder shall pay to participating municipality the difference in the amount specified in bidder's proposal and the amount the participating municipality shall pay to fulfill to specifications.
19. When the contract, when a contract is required, shall have been duly signed and the contract bond covering the same approved, where a bond is required, then, and not before, the contractor may secure instructions from the participating municipality pertaining to the procedure of work or delivery.
20. Bidder shall have no right or power to assign or delegate any rights or duties pursuant to the bid award or contract without the prior written permission of the participating municipality. Any assignment or delegation so permitted shall be subject to all the terms, conditions and other provisions of the bid award or contract, and bidder shall remain liable to the participating municipality with respect to each and every term, condition and other provision hereof to the same extent that bidder would have been obligated if no assignment or delegation had been made.
21. Bidder agrees, if awarded the bid, to furnish and deliver the vehicle(s) to the place within the participating municipality that the participating municipality designates in its purchase order or contract. All deliveries shall be made as ordered, and bidders shall acquaint themselves with local conditions at the several locations where delivery is to take place so that note can be made of anything that might affect their bids.
22. Any references in the specifications to quantities are estimates only, and the participating municipalities reserve the right to require the successful bidder to provide more or less than the estimated quantity, or to purchase none at all. All member participating municipalities of the Purchasing Alliance specifically listed in these bid documents are eligible to purchase from this bid, as are all other participating municipalities. For the purpose of this bid, the term **participating municipality**, as it appears in these bid documents, shall be defined to mean a) each member municipal government of the Purchasing Alliance listed in these bid documents together with all of its municipally affiliated organizations to include, but not limited to, municipal authorities, ambulance authorities, intergovernmental organizations, volunteer fire departments and school districts, b) each Council of Governments, as an individual corporate entity, listed in these bid documents, c) any municipal government or municipally affiliated organization of the type described in "a)" above which is not a member municipal government of the Purchasing Alliance, and is not listed in these bid documents, but which is located within Allegheny County and Butler County, Pennsylvania, and d) any Council of Governments, municipal government or municipally affiliated organization of the type described in "a)" above which is located outside of Allegheny County and Butler County, Pennsylvania, and is not listed in these bid documents.

As an aid to bidders, the following estimates are offered of the number of vehicles which may be purchased through this bid:

Police Patrol Vehicles	4
Police Utility Vehicles - Full Size	2
Police Utility Vehicles - SUV Size	35
Passenger Four Door Sedans	0
Utility Vehicles - Full Size	2
Utility Vehicles - SUV Size	2

The above is based on a preliminary expression of interest from the participating municipalities. Prices and municipal need will dictate the final purchases. Accordingly, this information should not be construed as a guarantee that these vehicles will be purchased or that these are the only vehicles that may be purchased through this bid. These estimates are intended only to provide an indication of possible volume.

23. Invoices shall be sent by the successful bidder to the Business Office of **each participating municipality** that purchases a vehicle thirty (30) calendar days prior to the anticipated delivery date of that vehicle. Payment for the vehicle shall be made by the participating municipality which purchased the vehicle upon delivery of the vehicle, or, with advance arrangements with the successful bidder, within fifteen (15) calendar days of the actual date of delivery of the vehicle. The successful bidder agrees and understands that the individual participating municipality which purchases a vehicle is exclusively responsible for making payment for that vehicle and that neither SHACOG, the Purchasing Alliance nor any other participating municipality has any responsibility for making payment for any vehicle purchased by another participating municipality.
24. Whenever a bid bond or performance bond is required, the bidder may meet the requirement by submitting an acceptable cashier's check, certified check or an irrevocable letter of credit in the amount required.
25. The successful bidder agrees that it will recognize the South Hills Area Council of Governments (SHACOG) as an official representative of the participating municipalities in the Purchasing Alliance with the authority to address any administrative or performance issues, problems and/or disputes that may arise. The exercise of this authority shall be at the sole discretion of SHACOG and any such involvement by SHACOG will be in addition to, and not in lieu of, the exercise of any powers, rights or remedies each individual participating municipality may have as a party to the contract with the successful bidder.
26. If any vehicle is not delivered within the time limits set forth in the successful bidder's proposal, the delay will interfere with the proper implementation of the participating municipality's programs utilizing the vehicle to the loss and damage of the participating municipality. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action. In the event of any such delay, the amount of damage which will be sustained from the delay is, therefore, established and agreed to be twenty-five (\$25.00) dollars per calendar day and said amount will be paid as liquidated damages and not as a penalty. The participating municipality, at its option, may deduct any such amounts due as liquidated damages from any money payable to the successful bidder or may bill the successful bidder as a separate item. The participating municipality shall notify the successful bidder in writing of any claims for liquidated damages before the date any such deduction is made from money payable to the successful bidder.
27. Any controversy, dispute or question arising out of, in connection with or in relation to either the bid, acceptance of the bid or the contract between the bidder and the participating municipality shall be governed by Pennsylvania law, and Pennsylvania law shall apply to all aspects of performance hereunder, notwithstanding any conflicts of law assertion.

**SHACOG PURCHASING ALLIANCE**

**MEMBER PARTICIPATING MUNICIPALITIES**

ANY AND ALL BIDS SUBMITTED FOR THE VEHICLES AND EQUIPMENT SPECIFIED HEREIN SHALL BE APPLICABLE TO, THEREBY ALLOWING BID AWARDS AND PURCHASES BY, AS A MINIMUM, ALL MEMBER PARTICIPATING MUNICIPALITIES OF THE SHACOG PURCHASING ALLIANCE WHICH, FOR THE PURPOSES OF THIS BID, INCLUDES THE COUNCILS OF GOVERNMENTS AND THEIR RESPECTIVE MEMBER MUNICIPAL GOVERNMENTS ENUMERATED ON THE FOLLOWING PAGE AND THEIR AFFILIATED MUNICIPAL ORGANIZATIONS, TO INCLUDE, BUT NOT LIMITED TO, MUNICIPAL AUTHORITIES, AMBULANCE AUTHORITIES, INTERGOVERNMENTAL ORGANIZATIONS, VOLUNTEER FIRE DEPARTMENTS AND SCHOOL DISTRICTS.

**SHACOG PURCHASING ALLIANCE  
2017 PARTICIPATING MUNICIPALITIES**

<b>Allegheny Valley North COG (AVNCOG)</b>	<b>North Hills COG (NHCOG)</b>	<b>Steel Rivers COG (SRCOG)</b>	<b>Butler County COG (BCCOG)</b>
Aspinwall Borough Blawnox Borough Brackenridge Borough Cheswick Borough East Deer Township Fawn Township Frazer Township Harmar Township Harmar Twp. Water Authority Harrison Township Harrison Twp. Water Authority Oakmont Borough Springdale Borough Springdale Township Tarentum Borough Verona Borough	Bradford Woods Borough Deer Lakes School District Etna Borough Fox Chapel Borough Franklin Park Borough Hampton Township Indiana Township Marshall Township Town of McCandless McCandless Twp. San. Authority Millvale Borough O'Hara Township Ohio Township Pine Township Reserve Township Richland Township Ross Township Shaler Township Sharpsburg Borough West Deer Township West View Borough	Braddock Hills Borough City of Clairton City of Duquesne City of McKeesport Dravosburg Borough Elizabeth Borough Forward Township Glassport Borough Homestead Borough Liberty Borough Lincoln Borough Munhall Borough Port Vue Borough South Versailles Township Versailles Borough West Elizabeth Borough West Homestead Borough West Newton Borough White Oak Borough Whitaker Borough	Breakneck Creek Regional Auth. Buffalo Township Buffalo Twp. Mun. Auth. Butler County Planning Comm. Butler Township Callery Borough Cherry Valley Borough City of Butler City of Butler Parking Authority Clay Township Clinton Township Cranberry Township East Butler Borough Eau Claire Borough Evans City Borough Forward Township Harmony Borough Harmony Water Authority Harrisville Borough Jackson Township Lancaster Township Mars Area School District Mars Borough Middlesex Township Muddy Creek Township Parker Township Penn Township Petrolia Borough Portersville Borough Prospect Borough Saxonburg Authority Saxonburg Borough Seven Fields Borough Slippery Rock Borough Summit Township Washington Township Western Butler County Auth. Winfield Township Zelienople Airport Authority Zelienople Borough
<b>Char-West COG (CWCOG)</b>	<b>South Hills Area COG (SHACOG)</b>	<b>Turtle Creek Valley COG (TCVCOG)</b>	
Bridgeville Borough Carnegie Borough Collier Township Coraopolis Borough Craffton Borough Crescent Township Green Tree Borough Ingram Borough Kennedy Township McKees Rocks Borough Neville Township North Fayette Township Oakdale Borough Rosslyn Farms Borough Stowe Township Thornburg Borough	Baldwin Borough Baldwin Township Baldwin Whitehall School District Municipality of Bethel Park Brentwood Borough Castle Shannon Borough Dormont Borough Elizabeth Township Findlay Township Heidelberg Borough Jefferson Hills Borough Moon Township Municipality of Mt. Lebanon Mt. Oliver Borough Peters Township Pleasant Hills Borough Robinson Township Scott Township South Fayette Township South Park Township Upper St. Clair Township West Mifflin Borough Whitehall Borough	Braddock Borough Chalfant Borough Churchill Borough East McKeesport Borough East Pittsburgh Borough Edgewood Borough Forest Hills Borough Municipality of Monroeville North Braddock Borough North Versailles Township Municipality of Penn Hills Pitcairn Borough Plum Borough Rankin Borough Swissvale Borough Turtle Creek Borough Wall Borough Wilkins Township Wilkinsburg Borough Wilmerding Borough	
<b>Quaker Valley COG (QVCOG)</b>			
Aleppo Township Avalon Borough Bell Acres Borough Bellevue Borough Ben Avon Borough Edgeworth Borough Emsworth Borough Glenfield Borough Haysville Borough Kilbuck Township Leet Township Leetsdale Borough Osborne Borough Sewickley Borough			

**SHACOG PURCHASING ALLIANCE**

**2017 BID FOR POLICE, PASSENGER, AND UTILITY VEHICLES**

**PROGRAM MONITORING FEE**

The SHACOG Purchasing Alliance is responsible for the development, execution and monitoring of the police vehicle procurement program. The Purchasing Alliance services the vendor and the participating municipalities by serving as a contact point and liaison. The Purchasing Alliance is compensated, in part, for program costs it incurs through payment from the vendor, of a program monitoring fee, which may be incorporated into the bid prices of the vehicle. The fee is calculated on the following basis:

$$\text{FEE} = \text{VEHICLES ACTUALLY PURCHASED} \times \$20.00$$

For example, if a vendor sells a combined total of 50 police, passenger, or utility vehicles bid through the Purchasing Alliance, the following fee would be paid:

$$50 \text{ VEHICLES} \times 20.00 = \$1,000.00$$

Any costs incurred by the vendor associated with the processing of this fee must be included in the bid price. Since this is a lump sum single payment fee paid on the gross volume of sales through the Purchasing Alliance, separate administrative or account charges are not permissible.

The fee may be paid upon the completion of each sale or at one time, but no later than fifteen (15) days from the expiration of the end of the period for which the prices for the police, passenger, and utility vehicles are guaranteed. With each payment the vendor shall submit a detailed report listing the municipality or municipalities that made the purchase(s) which generated the fee(s), including an itemization of the vehicle(s) purchased by the listed municipality or municipalities.

The fee is payable by October 15, 2017.