



SMALL TOWN, BIG BEACH™

Memorandum

Date: 4 March 2016
To: Mayor Craft
City Council
From: Matt Young 
Cc: Steve Griffin
Subject: Request to accept quote from Terry Thompson Chevrolet

BACKGROUND: The City of Gulf Shores has established a ten year capital plan enabling old equipment and vehicles to be replaced a systematic, orderly fashion in effort to reduce ongoing maintenance costs. Bids were solicited to purchase a 2016 mid-sized truck to be used by the Recreation and Cultural Affairs Department, Beach Safety Division, for which no responses were received. Pursuant to Competitive Bid Law per Alabama Code, Title 41 four quotes were received directly from vendors.

RECOMMENDATION: Purchase one Chevrolet Colorado from Terry Thompson Chevrolet in the amount of \$32,266.30.

PREVIOUS COUNCIL ACTION: N/A

BUDGET IMPLICATIONS: Quote received was with in approved 2016 capital outlay vehicle replacement budget.

ATTACHMENTS: Invitation to Bid (Requisition No. 2016-0212), Bid Specifications, Addendum No. 1, Bid Tabulation Sheet, Vendor Quotes.

DEPARTMENT: Recreation and Cultural Affairs

STAFF CONTACT: Matt Young, Assistant Director of Recreation & Cultural Affairs

TERRY THOMPSON

CHEVROLET

TELEPHONE (251) 626-0631
 1402 U.S. HIGHWAY 98 FAX (251) 626-7103
 P.O. BOX 1207 (800) 287-9309
 DAPHNE, AL 36526 EMAIL: info@terry-thompson.com

COUNTY City of Gulf Shores DATE _____
 PURCHASER'S NAME _____
 PHYSICAL STREET ADDRESS _____
 PO Box _____
 CITY _____ STATE _____ ZIP _____
 RES. PHONE _____ BUS. PHONE _____
 E-MAIL ADDRESS _____

NEW CAR TRUCK MVI OR
 USED DEMO VAN SERIAL NO. _____
 YEAR 2016 MAKE Chevy MODEL Colorado COLOR Red CYLINDERS 6
 MILEAGE _____ SALESPERSON David Stoeney STOCK NO. T.B.D

Buyer/Lessee acknowledges and agrees that the vehicle buyer/lessee is purchasing or leasing from dealer has traveled in interstate commerce. Buyer/lessee thus acknowledges that the vehicle and other aspects of the sale, lease or financing transaction are involved in, affect, or have direct impact upon, interstate commerce. Buyer/lessee and dealer agree that all claims, demands, disputes, or controversies of every kind or nature between them arising from, concerning, or relating to any of the negotiations involved in the sale, lease, or financing of the vehicle, the terms and provisions of the sale, lease, or financing agreement, the arrangements for financing, the purchase of insurance, extended warranties, service contract, or other products purchased as an incident to the sale, lease, or financing of the vehicle, the performance, or condition of the vehicle, or any other aspects of the vehicle and its sale, lease, or financing shall be settled by binding arbitration conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Section 1 et. seq. and according to the Commercial Arbitration Rules of the American Arbitration Association. Without limiting the generality of the foregoing, it is the intention of the buyer/lessee and the dealer to resolve by binding arbitration all disputes between them concerning the vehicle, its sale, lease, or financing, and its conditions, including disputes concerning the terms and conditions of the sale, lease, or financing, the condition of the vehicle any damage to the vehicle, the terms and meaning of any of the documents signed or given in connection with the sale, lease, or financing of the vehicle, or negotiations for the sale, lease, or financing of the vehicle or any terms, conditions, representations, or omissions made in connection with the financing, credit life insurance, disability insurance, vehicle extended warranty or service contract or other products or services acquired as an incident to the sale, lease, or financing of the vehicle. Either party may demand arbitration by filing with the American Arbitration Association a written demand for arbitration along with a statement of the matter in controversy. A copy of the demand for arbitration shall simultaneously be served upon the other party. The buyer/lessee and the dealer agree that the arbitration proceedings to resolve all such disputes shall be conducted in the city where the dealer's facility is located. Buyer/lessee and dealer further agree that any question regarding whether a particular controversy is subject to arbitration shall be decided by the Arbitrator. This Agreement is binding upon, and insures to the benefit of buyer/lessee and dealer, and the officers, employees, agents, and affiliated entities of each of them. This Agreement will survive payment of buyer/lessee's obligations and any termination, cancellation or performance of the transactions between buyer/lessee.

BUYER/LESSEE AND DEALER UNDERSTAND THAT THEY ARE AGREEING TO RESOLVE THE DISPUTES BETWEEN THEM DESCRIBED ABOVE BY BINDING ARBITRATION, RATHER THAN BY LITIGATION IN ANY COURT.

All warranties on this vehicle are the manufacturers. Terry Thompson Chevrolet, Inc. hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Terry Thompson Chevrolet, Inc., neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. This disclaimer by Terry Thompson Chevrolet, Inc. in no way affects the terms of the manufacturer's warranty.

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The purchaser of the vehicle described herein understands that it may have suffered damage production, transit, or while in the control and the possession of the seller. There are no warranties of merchantability or fitness being made by the seller to the purchaser as to repairs of such damage.

Yield Spread Premium/Assignment Fee
 If the vehicle is financed, dealer may be paid by the assignee of the contract an assignment fee. Dealer may also be paid a yield spread premium representing the difference between the dealer's discounted interest rate and the customer's rate of interest. Also, I understand that the Seller or Seller's employees or affiliates may receive commissions or another compensation with respect to any Credit Life, Credit Disability, or other insurance or any vehicle service contract, mechanical repair contract, extended warranty or similar plan that I purchase in connection with this contract.

USED CAR TRADE-IN #1
 Year _____ Make _____ Color _____
 Model _____ Body _____ Miles _____
 Serial No. _____ Cyl. _____
 License Tag # _____ Decal # _____
 Balance Owed To _____
 Address _____
 Amount Owed _____ Good Until _____
 Verified _____

USED CAR TRADE-IN #2
 Year _____ Make _____ Color _____
 Model _____ Body _____ Miles _____
 Serial No. _____ Cyl. _____
 License Tag # _____ Decal # _____
 Balance Owed To _____
 Address _____
 Amount Owed _____ Good Until _____
 Verified _____

Total Suggested Retail Price with Dealer Options	32,528.00
Trade-In Allowance	_____
Net Cash Price or Net Difference	31,750.00
Transfer Fee	_____
Consumer Service Fee	499.80
Sub Total	32,249.80
Sales Tax	_____
Alabama Title	16.50
Sub Total	32,266.30
Amount Owed on Trade-In	_____
Extended Service Agreement	_____
Total	_____
GM Rebate	_____
Additional Rebate	_____
Additional Rebate	_____
Non-Refundable Down Pmt.	_____
Unpaid Cash Balance Due on Delivery	32,266.30

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

*The Consumer Services Fee represents items such as inspecting and cleaning vehicles, preparing documents, warranty information, handling odometer forms and notary work, miscellaneous errands, and other miscellaneous costs and profits relating to the same.

ACCEPTED BY: _____
 PURCHASER'S SIGNATURE _____ DATE _____
 DEALER OR HIS AUTHORIZED REPRESENTATIVE _____



2255 S. McKenzie St.
Foley, Alabama 36535

February 17, 2016

City of Gulf Shores

Attn: Renee Eberly, CPPB

Bid on one: 2016 Colorado crew cab 4X4, Red, Long wheel base, V6, Automatic transmission, tow package, with floor mats. Full equipment on page 2.

Total price of \$33,816.85 includes delivery to the City of Gulf Shores, AL

Mike Van

Sales Manager

Southern Chevrolet