## Request for Proposal #19PSX0161

## PURCHASE OF CARS AND LIGHT DUTY TRUCKS

Contract Specialist: Peter Hunter

Date Issued: 17 July 2019

Due Date: 20 August 2019 at 2:00 pm Eastern Time

# **Department of Administrative Services Procurement Division**



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## Request for Proposals (RFP)

#### PURCHASE OF CARS AND LIGHT DUTY TRUCKS

#### Guide to Electronic Proposal Submissions

#### 1. Introduction To BizNet

It is now a requirement of Department of Administrative Services (DAS)/Procurement Division that all Companies create a Business Network (BizNet) Account and add their company profiles to the State of Connecticut BizNet system. Companies are responsible for maintaining and updating company information in their BizNet Accounts as updates occur. Companies that have been certified through the Supplier Diversity or the Pre-Qualification Program have already created a BizNet account.

The BizNet login is: https://www.biznet.ct.gov/AccountMaint/Login.aspx

<u>New Companies</u>: Create an account by clicking the BizNet login link above and then the button on the right labeled "Create New Account". Login and select Doing Business with the State and Company Information. Please be sure to complete information in all tabs (Company Information, Accounts, Address, etc.).

<u>Existing Companies Needing to Update Their Information</u>: Login to BizNet and select Doing Business with the State and Company Information.

Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Division at 860-713-5095.

#### 2. Business Friendly Legislation

As a result of Public Act 11-229, DAS/Procurement Division's goal is to make doing business with the State of Connecticut more business friendly. To eliminate redundancy, forms that were repetitively filled out with each request for proposal are being automated in BizNet.

DAS/Procurement Division began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies must submit forms electronically to their BizNet account if they haven't already done so. These forms must be updated on an annual basis, no later than 30 days after the effective date of any material change. Rather than completing them with each proposal submittal, companies that have already filed these forms have the ability to view, verify and update their information prior to submitting a proposal response.

<u>Instructions for Uploading Affidavits and Non-Discrimination Forms:</u>
Click on the following link for instructions on how to upload Affidavits and Non-Discrimination forms: <a href="http://das.ct.gov/images/1090/Upload%20Instructions.pdf">http://das.ct.gov/images/1090/Upload%20Instructions.pdf</a>

(a) AFFIDAVITS

THE FOLLOWING FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) OPM Ethics Form 1 Gift & Campaign Contribution Certification
- (2) OPM Ethics Form 5 Consulting Agreement Affidavit
- (3) OPM Ethics Form 6 Affirmation of Receipt of State Ethics Laws Summary
- (4) OPM Ethics Form 7 Iran Certification

For information regarding these forms, please access the Office of Policy & Management's website by clicking on the following link: <a href="http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038">http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038</a>

#### (b) NON-DISCRIMINATION -

CHOOSE ONE (1) FORM THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) Form A Representation by Individual (Regardless of Value)
- (2) Form B Representation by Entity (Valued at \$50,000 or less)
- (3) Form C Affidavit by Entity (RECOMMENDED) (Valued at \$50,000 or more)
- (4) Form D New Resolution by Entity
- (5) Form E Prior Resolution by Entity

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management's website by clicking following link:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav GID=1806

#### 3. Online Proposal Responses

Any proposal posted by DAS/Procurement Division must be submitted electronically. The common forms listed below have also been automated in the BizNet system. In addition, specific forms are now fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and then upload these completed documents (as well as any other required submittal documents) through BizNet prior to date and time upon which the Proposal is due pursuant to the RFP. Late submissions will not be accepted. All proposals response submitted must be e-signed. Proposals that are not e-signed are not received by DAS/Procurement and cannot be viewed or considered. If any required documents have not been uploaded, the system will not allow you to e-sign. After successful e-signature, Proposers will get a confirmation that their proposal has been successfully submitted. If you do not receive this electronic confirmation, please contact DAS/Procurement at 860-713-5095. Proposals are not publicly opened and are not available for viewing until after the Contract has been awarded.

- Contractor Information/Electronic Signature Page Web Based fillable Form
- Employment Information Form (DAS-45) Web Based fillable Form
- Statement of Qualifications (DAS-14) PDF Fillable Form
- Connecticut Economic Impact Form (DAS-46) Web Based fillable Form
- Contract Exhibit B Price Schedule (RFP-16)
- RFP Addendum (RFP-18) if applicable

Additional forms such as those listed below must be reviewed carefully and accepted by the proposer prior to proposal submittal:

- Standard Terms and Conditions (RFP-19)
- Request for Proposal Document (RFP-22)
- Request for Proposal Contract (RFP-50)
- Contract Exhibit A Description of Goods & Services and Additional Terms & Conditions
- Contract Exhibit C Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitations Limitations

#### 4. Insurance Accord Certificates

Contractors are responsible for maintaining their BizNet accounts with new and/or updated insurance information.

The following documentation will need to be uploaded to each company's BizNet account and evidencing that the State is an additional insured:

- (a) Certificate of Insurance (Accord Form)
- (b) The insurance policy declaration page
- (c) The additional insured endorsement to the policy

Training documentation relating to the completion of the above-reference forms is available through the DAS Website under "DAS Business Friendly Initiatives" at the following website: <a href="http://portal.ct.gov/DAS/Search-Results?SearchKeyword=insurance">http://portal.ct.gov/DAS/Search-Results?SearchKeyword=insurance</a> instructions

Proposers are cautioned that there may be additional documents, attachments or requirements depending on the complexity of the RFP. Please read <u>ALL</u> RFP documents carefully and provide all required information. Failure to do so may result in rejection of your proposal.

#### Overview

The State of Connecticut, Department of Administrative Services (DAS) ["the State"], is issuing this Request for Proposals (RFP) for the purchase of cars and light duty trucks.

The State currently has more than 3500 vehicles, which are utilized by 85 State Agencies throughout the state. The resulting contract will be utilized by the State and Political Subdivisions and Not-for-Profits.

The Contract resulting from this RFP will replace the following contract award(s) in part or in total: 10PSX0239.

#### **Instructions to Proposers**

#### 1. Proposal Schedule

RELEASE OF RFP:	Date:	17 July 2019

MANDATORY PRE-PROPOSAL MEETING	Date:	06 August 2019
	Time:	9:00 am
	Location:	450 Columbus Blvd., Hartford, CT 06103
		Plaza North Hearing Room B
RECEIPT OF QUESTIONS:	Date:	09 August 2019, by noon Eastern Time
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	15 August 2019
RFP DUE DATE:	Date:	20 August 2019 at 2:00 pm Eastern Time

#### 2. Pre-Proposal Meeting Requirements

This RFP contains a <u>mandatory</u> pre-proposal meeting requirement. Proposers who are interested in responding to this RFP must attend the meeting at the specified date/location listed above.

NOTE: Late Arrivals (15 minutes or more) will not be given credit for attendance nor allowed to participate in the RFP process. Vendors will not be admitted to state buildings without a valid photo ID. Failure to attend this meeting will result in the rejection of your RFP.

#### 3. Questions

Questions for the purpose of clarifying this RFP must be received no later than the date and time specified in Section 1, "Proposal Schedule" and must be directed to the Contract Specialist, Peter Hunter via email: <a href="mailto:peter.hunter@ct.gov">peter.hunter@ct.gov</a>.

#### 4. Communications

During the period from your organization's receipt of this Request for Proposal, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut concerning this procurement except in writing directed to the Contract Specialist, Peter Hunter via email: peter.hunter@ct.gov.

#### 5. Solicitation Submission

Proposals shall be submitted online by the RFP due date and time only. Proposers shall upload their solicitation submission to their BizNet Account.

#### Description of Goods & Services Specifications and Additional Terms & Conditions

#### 1. <u>DESCRIPTION OF GOODS AND SERVICES:</u>

- (a) The State is seeking proposals to provide new, current year model vehicles in production at the time of delivery.
- (b) Contractor shall provide vehicles that are in compliance with the following specifications, and with, at a minimum, the following equipment:
  - 1. Contractor shall deliver new current production model year vehicles from the manufacturer;

- 2. Vehicles must include all manufacturers' standard equipment installed by the manufacturer;
- 3. All vehicles must have an automatic transmission unless otherwise specified by purchase order;
- 4. All vehicles must include three 3 sets of full-function keys.
- 5. If offered, vehicle must include a spare tire;
- 6. All vehicles must conform to the requirements of the Connecticut Motor Vehicle Code and all applicable Federal Motor Vehicle Safety Standards;
- 7. Contractor shall ensure that all vehicles are clean and ready for immediate service;
- 8. Contractor shall comply with the manufacturer's recommended pre-delivery service;
- 9. Contractor shall ensure that vehicles requiring fuel arrive at the point of delivery with a full tank of fuel. Electric Vehicles (EV) must have a full charge upon arrival.
- 10. Vehicle must be free of dealer signs and emblems;
- 11. Contractor shall ensure that vehicles have a certificate of origin that will be determined by the Purchase Order that is issued.
- (c) Contractor shall complete the Exhibit B Price Schedule (RFP-16) in the provided Excel spreadsheet, and upload the saved and unprotected file with your solicitation response.
- (d) Contractor shall state fuel type in the provided field in the Exhibit B Price Schedule (RFP-16).
- (e) Contractor shall provide up to six (6) hours of operator training if requested by Client Agency.
- (f) Contractor shall provide Client Agency via email 24-hour advance delivery notice.
- (g) Contractor shall deliver no more than ten (10) vehicles per day to the Client Agency.
- (h) Contractor shall deliver all vehicles to the Client Agency between the hours of 7:30am to 2:00pm.
- (i) Order Reporting Requirement:
  - 1. Upon Purchase Order (PO) submittal, the Contractor shall acknowledge receipt of the PO within twenty-four (24) hours by email to the Department of Administrative Services (DAS) Fleet Director or their designee.
  - 2. Contractor shall send to DAS Fleet Director or their designee email confirmation, order details and assigned Vehicle Identification Number(s) (VIN) immediately following the order being placed to the manufacturer.
  - 3. Thereafter, Contractor shall provide weekly email updates of the order status per purchase order, including expected delivery date to the Client Agency for each vehicle to the DAS Fleet Director or their designee.

#### 2. ADDITIONAL TERMS AND CONDITIONS:

#### (a) Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

#### (b) Mandatory Extension to State Entities

Contractor shall offer and extend the contract (including pricing, terms and conditions) to political sub-divisions of the State (towns and municipalities), schools, and not-for-profit organizations.

#### (c) P-Card (Purchasing MasterCard Credit Card)

Purchases made by the Client Agency from the Contractor that are less than \$1,000 may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

#### (d) Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

#### (e) Proposal Pricing

Proposers shall list a price for each model vehicle they are proposing in the Exhibit B Price Schedule (RFP-16). The delivery term is FOB Destination: No transportation or delivery charges allowed.

Proposers shall offer a discount off the MSRP of all optional equipment including aftermarket equipment, which the State may or may not request at its discretion. Each option, if selected, will be added to the base price of the unit.

#### (f) Price Protection / Adjustments

Proposers should seek price protection from the manufacturer for the vehicles they intend to propose at the time of request for proposal due date. Price protection will aid in the event that a production model year change takes place prior to the awarding of the contract or issuance of a purchase order against the contract.

Pricing must remain firm for the model year and adjustments made at the model year intervals. However, the awarded contractor is required to pass along any price <u>decreases</u> to the State. Any price decrease is to be immediate. Failure to notify the State of a decrease may result in cancellation of the contract.

#### (g) Omission of Details

All vehicles must conform to the highest standards in the industry. The standard equipment must conform in strength, quality of material and workmanship to what is usually provided by good engineering practice.

No advantage shall be taken by the proposer, manufacturer or dealer in the omission of any part or detail to make the vehicle and equipment complete and ready for service, even though such part of the detail is not mentioned explicitly.

#### (h) Safety

All vehicles must comply with all applicable Federal and State Motor Vehicle, OSHA and ICC regulations and safety standards and codes and any other applicable regulations. All applicable guards, warnings and warning labels must be meet the conditions as required by law.

#### (i) Delivery/ Risk of Loss:

Proposers will list factual delivery time (days, A.R.O.) on the attached Exhibit B Price Schedule (RFP-16). Vehicles will be delivered F.O.B. State Agency. Risk of loss or damage to the vehicles covered by the contract will remain with the contractor. It shall pass to the State upon delivery and acceptance of the vehicles. The date in service will be the date the vehicle is accepted by the ordering agency, not the date of delivery.

The vehicles must be delivered new and must not have been driven for more than 50 miles. The mileage will be recorded (odometer reading) upon delivery. If a vehicle is delivered with more than 50 miles, a credit of \$5.00 per mile will be applied against the purchase order as a penalty and deducted from the payment.

All vehicles are subject to inspection and test by the State. The ordering agency will inspect all vehicles prior to acceptance. Vehicles delivered to the State in a condition considered below retail customer acceptance levels will not be accepted. Items which determine this acceptance level will include, but not be limited to, the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication and fluid levels, with any leaks corrected, mechanical operation of the vehicle and all electrical components operational.

In the event that any new vehicle is found defective in material or workmanship or otherwise not in conformity with the requirements of the contract, the State shall have the right to either reject it or to require its correction. It will be the responsibility of the delivering dealer to remove any vehicle rejected by the ordering agency within two (2) working days after notification, and return the vehicle to the ordering agency upon correction of deficiencies within (3) three working days or be replaced by another new vehicle.

In the event that the vehicles are returned for warranty work to the Manufacturers Dealer Network or proposer, it is their responsibility to carry adequate insurance to cover any loss or damage to the State's equipment. Upon request, Document of Insurance must be provided within 72 hours prior to receipt of the vehicles targeted for warranty work. Service is to be provided within the State of Connecticut by an authorized representative of the manufacturer, scheduled and approved by the State.

#### (j) Warranty

The awarded contractor shall comply with the manufacturer's standard warranty. All warranty work shall have full, no cost, and 100% parts and labor coverage. A manufacturer's authorized representative within the State of Connecticut will complete warranty work. All warranties and guaranties will begin at the time of the in service date.

An official warranty statement or information booklet stipulating the warranty terms offered <u>OR</u> any deviations must accompany your proposal and be endorsed by the manufacturer.

#### (k) Manuals and Service Notices

The awarded contractor will supply one (1) operator's manual with each vehicle purchased.

The awarded Contractors shall submit at least two (2) copies, including but not limited to, all service/technical bulletins, recall notices, updates to the Director, Department of Administrative Services, DAS Fleet Operations: 155 Morgan Street, Hartford, CT 06103. These documents must be submitted on a continual basis to keep DAS/Fleet Management informed regarding improvements, changes and/or problems concerning State vehicles.

#### **Proposal Requirements**

#### 1. Stability of Proposed Prices

Any price offerings from proposers must be valid for a period of 90 days from the due date of the proposals.

#### 2. Amendment or Cancellation of the RFP

DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

#### 3. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

#### 4. Proposer Presentation of Supporting Evidence

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

#### 5. Proposer Demonstration of Proposed Services and or Products

At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

#### 6. Erroneous Awards

DAS reserves the right to correct inaccurate awards.

#### 7. Proposal Expenses

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

#### 8. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

#### 9. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

#### 10. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

#### Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process and are listed in order of relative importance.

#### 1. Value

- (a) Form RFP-16 Exhibit B Price Schedule
- (b) Percentage off the MSRP of all optional equipment

#### 2. Applicable Content

- (a) Ability to meet specifications
- 3. Business Information:
- (a) Length of Time in Business

#### 4. Account Management

- (a) Strategy for managing contract and customer service approach
- (b) Reporting Capabilities

#### 5. Delivery

(a) Ability to adhere to delivery requirements

DAS may award by individual item, group of items, or the entirety of all items. DAS may also reject any and all RFPs in whole or in part, and waive minor irregularities and omissions if the best interest of the state will be served.

#### Submittal Requirements

#### 1. Value

(a) Form RFP-16 Exhibit B Price Schedule in supplied and unprotected Excel file format

#### 2. Applicable Content

(a) Product / Service Specifications

#### 3. Business Information:

(a) Brief business history outlining length of time in business

#### 4. Account Management

- (a) Plan for contract management
- (b) Sample of quarterly sales and use report

#### 5. Delivery

- (a) Delivery turn around
- (b) Distribution Channels

#### **Attachment 1 - Sample Contract**

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The State will pursue negotiations with the proposer whose proposal scores highest. If, for whatever reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to suspend the current RFP process and start the RFP process again.

Attachment 1 to this RFP is a draft contract and it is included in this RFP for informational purposes only in order to show some contract provisions that the State of Connecticut requires. It is not intended to, and will not, be the specific contract that the State and the successful vendor(s) will sign. After DAS selects a vendor, DAS will deliver a draft contract to the vendor for consideration and negotiation. The contract that DAS and the successful vendor will sign may vary from Attachment 1. The contract may include a liquidated damages clause at the discretion of the State.