

STATE OF COLORADO
INVITATION FOR BID (IFB) COVER SHEET
2014 MODEL YEAR FLEET VEHICLES



Date:	Thursday, September 5 , 2013	IFB Number:	IFB-CM-00001-14
Return all Bids to:	State of Colorado Department of Personnel & Administration Division of Finance and Procurement State Purchasing Office 633 17 th Street, Suite 1520 Denver, CO 80202-3609	Strategic Sourcing Specialist:	Cyndie Miller
IFB Due Date:	Monday, September 30, 2013	IFB Due Time:	12:00 PM Mountain
Bid Opening:	Monday, September 30, 2013	IFB Opening:	1:30PM Mountain
	State of Colorado Department of Personnel & Administration Division of Finance and Procurement State Purchasing Office 633 17 th Street, Suite 200, Cnf Rm 2ABC Denver, CO 80202-3609		

ALL BIDS SHALL BE QUOTED F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED

Per the attached specifications, terms and conditions.

THIS PAGE MUST BE COMPLETED, SIGNED IN BLUE AND RETURNED WITH BIDS.

F.E.I.N.: _____	Payment Terms: (Minimum of Net 30) _____
Delivery Date: _____	
Authorized Signature: <small>Signature acknowledges acceptance of all terms and conditions of the solicitation.</small>	
Typed/Printed Name: _____	
Title: _____	
Company Name: _____	
Address: _____	
City: _____	State: _____ Zip: _____
Phone Number: _____	Fax Number: _____
Contact for Clarifications: _____	
Title: _____	
Phone Number: _____	Fax Number: _____
E-mail Address: _____	

IMPORTANT NOTE: The following information must be on the outside of the Bid Return Envelope:

- Bidders Name**
- Bid Number**
- Opening Date**
- Opening Time**

Please be advised that telegraphic or electronic bids (Fax, Western Union, Telex, e-mail, etc.) cannot be accepted directly in the Purchasing Office as a sealed bid. Bidders are urged to read the solicitation document thoroughly before submitting a bid. Vendors are required to submit their Federal Employer Identification Number (F.E.I.N.) prior to payment from the State of Colorado.

The State respects the environment and desires to do business with vendors who share this concern. Accordingly, the vendor who is awarded this solicitation agrees that, wherever required, all reports, catalogs, correspondence, or other submittals will be made on recycled paper and with copying on both sides of the pages. (Recycled paper meaning not less than 50% of the total weight consisting of secondary and post-consumer waste, and not less than 10% total weight consisting of post-consumer waste.)

Low Tie Bids: Low tie bids shall be decided in accordance with the provision of C.R.S., Section 24-103-202.5, as it currently exists or is hereafter amended, which gives a preference to resident bidders. Any bidder who wishes to be considered a "resident bidder" for purposes of the tie bid procedure provided in C.R.S. Section 24-103-202.5 shall include with their bid proof that he/she meets the definition of resident bidder as set forth in either C.R.S., Section 24-103-101(6)(a) or C.R.S., Section 24-103-101(6)(b).

VENDOR NOTE: VENDORS MUST BE REGISTERED WITH THE STATE OF COLORADO BIDS SYSTEM AT THE TIME BIDS ARE DUE.

It is the intention of the State of Colorado Purchasing Office to solicit an Invitation for Bids (IFB) for 2014 Model Year Fleet Vehicles.

The Invitation for Bid cover sheet must be completed, signed and included with any bids submitted.

IFB Solicitation Number: IFB-CM-00001-14

IFB Due Date and Time: Monday, September 30, 2013 at 12:00PM Mountain

IFB Opening Date and Time: Monday September 30, 2013 at 1:30 PM Mountain;

see attachment G for address and directions

This bid is made up of the following sections:

- | | |
|---|---------|
| 1 – Administrative Information and Instructions for Bidders | Page 3 |
| 2 – Vendor Information | Page 22 |
| 3 - Definitions of Terms | Page 23 |
| 4 - Evaluation | Page 25 |

Attachments

Attachment A: State of Colorado Certification and Affidavit
Regarding Unauthorized Immigrants

Attachment B: House Bill 1023 Identification Requirement

Attachment C: Vendor Disclosure Statement

Attachment D: W-9

Attachment E: Vendor Mailing Address Update

Attachment F: Directions for Bid Opening Conference Rm

Attachment G: Directions for Parking

Exhibits

Exhibit 1: Price Agreement Solicitation Terms and Conditions (DRAFT)

Exhibit 2: State Fleet Vehicle Type and Body Codes

Exhibit 3: Historical Vehicle Purchases for State Government (FY13)

Exhibit 4: Vendor's Confirmation of 2013 Vehicle Production for SFM

Exhibit 5: Quarterly Volume Report (08.19.2012)

Exhibit 6: Sample: Vendors Confirmation of 2014 Vehicle Production- Aurora*

Exhibit 6a: Sample: Vendors Confirmation of 2014 Vehicle Production- other entities*

Exhibit 7: Political Sub-Division – New Unit Information*

Exhibit 8: Vehicle Package List and Explanation

Miscellaneous Exhibits:

- 2014 Vehicle Specification Sheets for the Body Codes listed in Exhibit 2
- 2014 Packages – This attachment includes all requested packages for the various body codes

***Required reporting for Political Sub-Divisions Only.**

Section 1: Administrative Information and Instructions for Bidders

Except as modified or supplemented in the solicitation, the following provisions supplement the [State of Colorado Solicitation Instructions/Terms and Conditions](#).

1.1 Bid Information and Distribution System (BIDS) and Registration

This solicitation is published using the Colorado Bid Information and Distribution System (BIDS). Bidders must be registered on BIDS in order to download solicitation documents and to be considered responsive at the time of bid submission. The Awarded Vendor must maintain current registration throughout the term of the resulting contract. BIDS and its registration information may be linked through the State Purchasing Office (SPO) link at <https://www.bidscolorado.com>. The BIDS Help Desk can be reached at 303.866.6464 Option #1 for further assistance.

1.2 Official Means of Communication

During the solicitation process for this Invitation for Bids (IFB), all official communication with Offerors will be via notices on Colorado's Bid Information and Distribution System (BIDS). Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning bidder(s). **IT IS INCUMBENT UPON BIDDERS TO CAREFULLY AND REGULARLY MONITOR BIDS FOR ANY SUCH NOTICES.**

1.3 Purpose

The Department of Personnel & Administration (DPA), Division of Finance and Procurement, State Purchasing Office, in cooperation with State Fleet Management (SFM) is requesting bids for 2014 Model Year Fleet Vehicles. Bidders may elect to bid on one or more vehicle body codes. Any resulting award(s) from this solicitation will be for the establishment of Mandatory Colorado State Price Agreements. The following entities (Ordering Entity) are permitted to purchase and/or lease-purchase from Colorado State Price Agreements: Colorado State Agencies/Departments, Colorado Institutions of Higher Education, Colorado Political Subdivisions and Colorado Registered Non-profits. The State of Colorado intends to acquire approximately 635 * vehicles: inclusive of: 139 CSP*: 214 CNG*, from the resulting State Price Agreements; however the State makes no guarantee that this quantity will be purchased as a result of this Invitation for Bid (IFB).

*This number is not inclusive of additional Ordering Entities; those numbers, if any will be in addition to. Additional numbers were not available at time of issuance of IFB. Numbers are an estimate not a confirmed actual.

All information contained within this IFB, and any amendments and modifications thereto, reflect the best and most accurate information available to the State at the time of IFB preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of intentional misrepresentation by the State

Legislative Changes: The State reserves the right to amend the IFB and/or contract in response to Colorado legislative changes that affect this Program.

IFB Cancellation: The State reserves the right to cancel this entire IFB or individual phases at any time, without penalty

If it becomes necessary for the vendor to cancel its offer on any awarded item(s), the vendor is required to provide written notification within three (3) business days from bid opening documenting justification to the State Purchasing Office. Depending on the circumstances of the notification, the State reserves the right to award to the next lowest bidder or to re-bid the item(s). Request for rescind after the aforementioned 3 day grace period, will be accepted at the discretion of the State. Additionally, the state reserves the right to rescind all vehicle awards to Bidder if requests for rescinds fall outside of the appropriated 3 day grace period.

1.4 State of Colorado Solicitation Instructions/Terms and Conditions and State of Colorado Price Agreement Solicitation Terms and Conditions

The [State of Colorado Solicitation Instructions/Terms and Conditions](#) govern except to the extent they are modified, supplemented or replaced in this solicitation. By responding to this Invitation for Bid (IFB), bidders acknowledge they have reviewed and agree to these and the attached Price Agreement Solicitation Terms and Conditions (Exhibit 1).

1.5 Vendor Forms

In the event a bidder's form(s) or part(s) of their forms are included as attachment(s) to any bid response, Price Agreement or any order against the Price Agreement, bidder agrees that, in the event of inconsistencies or contradictions, the terms and conditions of the solicitation document shall supersede and control over those contained in the bidder's form(s) regardless of any statement to the contrary in a bidder's form(s). Unless otherwise specifically agreed to in the terms of the resulting purchase order or contract, vendor terms governing choice of law, venue, disclaimer of warranties, limitation of liability and damages, or indemnification are of no effect.

1.6 Bid Submission & General Instructions

Sealed bids, including the Invitation for Bid (IFB) Cover Sheet, must be received on or before the date and time indicated on the Invitation for Bid Cover Sheet, or as modified on the BIDS system. **If bidding multiple body codes, please seal all documents in one package with one Invitation for Bid (IFB) Cover Sheet.** It is the responsibility of the Bidder to ensure that the Colorado State Purchasing Office receives the bid on or before the bid opening date and time, regardless of the delivery method used. **Late bids will not be accepted.** Bidders are cautioned that daily mail may not be received prior to 12:00 PM Mountain therefore, if the bid is not hand delivered, it is the Bidders responsibility to ensure bids are received by mail or delivery service the prior day. Bidder will assume full responsibility for any costs related to this bid including but not limited to express delivery, parcel post, packing, cartage, insurance, license fee permits or cost of bonds.

Bidders must be registered with the State of Colorado BIDS System at the time of the Bid Opening in order to be considered responsive.

Submit two (2) original and two (2) copies of the bid(s), including pricing information. Clearly mark the original “**ORIGINAL**” and the copies “**COPIES.**” **Each body code section must be stapled together, no paper clipping will be accepted.** The bid package shall be delivered or sent by mail to:

State Purchasing Office
Attention: Cyndie Miller
IFB-CM-00001-14
633 17th Street, Suite 1520
Denver, Colorado 80202-3609

The original bid must be signed in blue ink, by an officer of the Bidder legally authorized to bind the Bidder to the bid. Bids that are determined to be at a variance with this requirement may not be accepted. The Invitation for Bid (IFB) Cover Sheet for signatures has been provided as well as a signature field on each specification sheet.

Bids must be submitted and sealed in a package, preferably one package, with an appropriate label affixed, please note; we would prefer no binders. The label must show the following information:

Bidder’s Name
Bid Number
Opening Date
Opening Time

Only the names of vendors submitting bids and the base price of each vehicle body code bid will be read at the bid opening. **Faxed and telephone bids are not acceptable.** Late bids will not be accepted.

1.7 Inquiries and Questions

Bidders may submit email or written inquiries and questions concerning this IFB to obtain clarification on specifications and requirements. All inquiries and questions are due no later than **Friday, September 13, 2013 at 3:00 PM (Mountain)**. The State Purchasing Office prefers that all inquiries and questions be sent via electronic mail with the IFB number in the subject line. Inquiries and questions must be submitted by way of one of the following two methods though e-mail is preferred:

1. E-mail - preferred
Send to at Cyndie.Miller@state.co.us (Please put “IFB-CM-00001-14” in the subject line)
2. Written
State Purchasing Office
Attention: Cyndie Miller
IFB-CM-00001-14
633 17th Street, Suite 1520
Denver, Colorado 80202-3609

NOTE: Please be sure to reference Attention: Cyndie Miller with a reference to “IFB-CM-00001-14” when submitting inquiries.

Response to bidder questions (if required) will be published as a modification on the BIDS system in a timely manner. Bidders should not rely on any other statements, either written or oral, that alter any specification or other term or condition of the IFB during the open solicitation period. Bidders should not contact any other State Office or individual regarding this solicitation. Bidders are responsible for monitoring BIDS for the publication of any and all modifications to this solicitation.

1.8 Format

This IFB format is designed so that bid responses can be used as attachments to the awarded State Price Agreement(s). If typed, font size must be no smaller than 12 characters per inch. Bids may be handwritten; however, bids must be legible. **Illegible bids or writing shall be deemed non-responsive and will not be evaluated.** A bid with missing or inconsistent information may be considered non-responsive and may not be evaluated. Do not qualify your bid nor alter the bid format. The State will be the sole judge in determining the acceptability of an offer. The State also reserves the right to reject any or all bids in part or in whole and to waive technicalities as allowed in the Procurement Rules. The State reserves the right to make multiple awards from the bid. Please submit the required number of bids (see Section 1.6: Bid Submission & General Instructions).

1.9 Lease-Purchase

The State plans to procure approximately 635 * vehicles: inclusive of: 139 CSP*: 214 CNG*, vehicles of various types. These vehicles will be obtained through the use of third-party financing (lease-purchase). State payment for vehicles financed through a third-party is contingent upon payment to vendor on behalf of the State by such third-party. It is the States' understanding that third-party financing of these vehicles will not affect the manufacturer-to-dealer incentives provided to the State. All vehicles purchased or leased will be titled to the State, or leased to the State or to a Trust, C/O State of Colorado, Division of Central Services. Specific titling instructions will be given to the awarded vendors.

*This number is not inclusive of additional Ordering Entities; those numbers, if any will be in addition to. Additional numbers were not available at time of issuance of IFB. Numbers are an estimate not a confirmed actual.

1.10 Vehicle Quantities, Specifications & Options

The award(s) that result from this IFB will primarily be used by the Department of Personnel & Administration, State Fleet Management (SFM), to purchase vehicles on behalf of various State Agencies. Institutions of Higher Education, Political Subdivisions and Registered Non-profits will also be permitted to purchase vehicles from the resulting State Price Agreements.

State Fleet Management (SFM) utilizes the Colorado Automotive Reporting System (C.A.R.S.) to evaluate bids and to track vehicle purchases, utilization and disposal. C.A.R.S. is a customized software package that allows SFM to assign vehicle types,

body codes and sizes based on sample manufacturer representative models. A list of the various Vehicle Types and Body Codes being bid is attached as Exhibit 2.

2013 or Newer Model Year Quantities/Year-to-Date Expenditures

The quantity of 2013 or newer model year vehicles purchased by State Government (SFM) is provided as Exhibit 3.

Specifications

At a minimum, all bidders shall include manufacturer standard new vehicle equipment for 2014 Model Year or newer Fleet Vehicles unless otherwise specified. Vehicles that do not meet current Federal emission standards but are "covered" with Department of Energy credits will not be accepted. Exceptions taken or not identified by bidders may result in the bid not being considered for award. The State will be the sole judge of what constitutes an allowable exception.

Bidders shall indicate on the 2014 Vehicle Specification page for each body code bid the least expensive Trim Level package that meets all listed Standard Specifications for the given body code. **Bidders shall provide OEM product designation codes, where applicable.**

Though it will not be part of the evaluation, the OEM's (Original Equipment Manufacturers) are encouraged to identify in a separate attachment all packages available that may result in a lower cost and quicker delivery time. For example, law enforcement packages that contain wiring bundles should be identified as an option even though this solicitation may not have specifically identified the need. SFM is looking for the dealer/OEM's to partner in ways that can bring efficiencies to the State. Efficiency partnering may result in awards that lead to greater cost savings as identified by State Fleet Management.

No decals or insignia identifying the dealer are to be affixed to any vehicles purchased utilizing the resulting State Price Agreements.

Options

Options listed shall be bid and provided as factory installed under the terms of the full, factory-backed, bumper-to-bumper warranty. **Dealer-installed options will not be permitted unless pre-approved by the State or Ordering Entity in writing.** If a dealer substitutes an OEM (Original Equipment Manufacturer) Option with a Non-OEM Option, the State or Ordering Entity may return the vehicle for a correctly equipped vehicle any time after the Non-OEM option is discovered. The State or Ordering Entity may also require the vendor to reimburse the State or Ordering Entity for all expenses and fees related to the repair of a Non-OEM option that fails within the standard warranty period. For the purposes of this IFB, the States standard warranty period is 3 years or 36,000 miles. If a dealer is found to be substituting an OEM Option with a Non-OEM Option the State reserves the right to cancel the award and resulting State Price Agreement and award to the next low bid.

All State Patrol Vehicles MUST be up-fitted through an OEM Certified Up-fitter. State Fleet Management may request certificate of OEM Certification at their discretion.

For CNG and Propane vehicles, tank location must be specified under option numbers 254 or 255. If extra room is needed, please specify with “SEE ATTACHED SPECIFICATION”.

All vehicles delivered to any Ordering Entity must be a full turn-key ready vehicle unless prior written notification has been made.

Bidders shall specify the price and OEM Code for each option listed on the 2014 Vehicle Specification Sheet. If an option is no charge or included in the standard vehicle base price write **“NO CHARGE” or “STANDARD” or “INCLUDED”**, as appropriate. If an option is not available, write **“NOT AVAILABLE”**. The price for options may not exceed the Manufacturer's Suggested Retail Price (MSRP). **Failure to complete any option line specified on the 2014 Vehicle Specification Sheet and/or any options bid exceeding MSRP may result in the bid being considered non-responsive.**

Options not specifically included in this IFB may be provided by the awarded vendor at the State or Ordering Entity's written request. The pricing offered for any options not specifically included in this IFB may not exceed the Manufacturer's Suggested Retail Price (MSRP).

Vendors shall specify under the “Actual/Comments” section of the 2014 Vehicle Specification Sheet any additional mandatory factory options required by the ordering of any given option. For example, if a larger engine requires the addition of option number XYZ, “Requires Option XYZ” shall be entered under the “Actual/Comments” for the larger engine.

1.11 Clean Fuel Fleet Program

Please note in the “Indicate Actual Dealer Specifications” which vehicles are Certified Low Emission Vehicles (LEV), E85 (85% Ethanol, 15% gasoline) or Flexible Fuel Vehicles (FFV) for the Clean Fuel Fleet Program which are available as Original Equipment Manufacturer (OEM) delivered vehicles meeting Federal LEV standards. Vehicles offered shall include a full factory warranty and be serviceable by any Factory Authorized Dealer.

1.12 Alternative Fuels

Please note that under “Available Options” on the 2014 Vehicle Specification Sheets for all body codes, Options 254 and 255 request prices for any Alternative Fuel Vehicles (AFV) which are available as Original Equipment Manufacturer (OEM) delivered vehicles meeting Federal Low Emission Vehicle (LEV) standards. Vehicles offered shall include a full factory warranty and be serviceable by any Factory Authorized Dealer. Dealer installed conversions are **NOT** acceptable unless they are part of an OEM/Dealer certified program and On-Board Diagnostics (OBD) II/III compatible. The State is requesting options for both dedicated and Bi-Fuel AFV's. Such vehicles should be specifically designed to operate on alternative fuel as its primary fuel. **In addition**, bidders shall attach a list of dealers authorized to repair and service AFV's if different from all OEM dealers.

1.13 Hybrid And Electric Vehicles

The State is requesting bids on **ANY** Hybrid vehicles for body codes AH and KH. The State is also requesting bids for body codes A-T for Option 608. The State is requesting bids on any Plug-in Hybrid Electric Vehicles (PHEV's) for body codes A-T under Option 763. Vehicles offered shall include a full factory warranty and be serviceable by any Factory Authorized Dealer.

The State is requesting bids on **ANY** Electric vehicles for body codes AE and PE Vehicles offered shall include a full factory warranty and be serviceable by any Factory Authorized Dealer.

1.14 Tires

Tires are typically specified as All Season/Mud and Snow radials. Vendor shall provide open side lug All Terrain tires when specified. Closed lug design tires are NOT acceptable for an All Terrain tire option.

1.15 Colors

Bidders shall provide one (1) manufacturer's color chart for available interior and exterior colors for each manufacturer's AWARDED VEHICLE (S) only, WITHIN 5 BUSINESS DAYS OF BIDDER BEING AWARDED. If color charts are not available within 5 business days, Bidder shall notify SFM in writing immediately with a new delivery date for the color charts. Bidders shall note the available no cost colors, with their correct factory names.

1.16 Warranty

All 2014 Vehicle Specification Sheets include option 991, "Standard Warranty – Bumper to Bumper," as part of the Standard Specifications. For the purposes of this IFB, the States standard warranty period is 3 years or 36,000 miles and is to cover the ordered vehicle including all options and accessories. Bidders shall specify available extended warranty bid prices on the 2014 Vehicle Specification Sheets for each body code bid. Bidder shall provide specifics on what will be covered. In some cases, a manufacturer may offer the same warranty coverage for many vehicles in their product line however it must be specified on the 2014 Vehicle Specification Sheet for each body code bid.

1.17 Recall Notices and Technical Service Bulletins

Bidders shall include with their bid a separate document that identifies all known currently active recall notices on similar 2014 and older vehicles of the same type vehicle bid. This also includes pending technician service bulletins and recall adjustment issues. The State also reserves the right regardless of cost to refuse certain vehicle models that have been shown to be defective or potentially defective where safety/quality is or may become a major issue.

1.18 Dates and Confirmations Required

For each vehicle ordered, vendors shall complete and return the "Vendor's Confirmation of 2014 Vehicle Production for SFM" form (Exhibit 4) to SFM or "Vendor's

Confirmation of 2014 Vehicle Production for Aurora” Exhibit 6 or other entity Exhibit 6a to the Ordering Entity as soon as it is available, but no later than five (5) working days after notification from the manufacturer. This form shall include the following information:

1. Date vendor receives SFM or Ordering Entity Purchase Order (PO)
2. Manufacturer’s Factory Order # and date received
3. Manufacturer’s Factory Production Date
4. Estimated date of delivery to SFM or Ordering Entity

1.19 OEM Confirmation

The dealer shall notify SFM or the Ordering Entity no later than 10 business days after the receipt of the Purchase Order if they have not received OEM confirmation. The dealer shall inform SFM immediately by phone and in writing via email, USPS or fax, when the dealer is aware or suspects that there is a problem with an order or a production date from the factory. The dealer shall demonstrate to the State of Colorado all efforts made to secure vehicles.

1.20 Conditions of Bid

If an awarded vendor is unable to provide a vehicle, the State reserves the right to cancel any pending order(s) and/or the State Price Agreement and award a State Price Agreement to the next lowest bidder or to conduct another bid, or exercise other remedies such as the Uniform Commercial Code (UCC) to acquire vehicles in a timely manner. Unless otherwise approved by SFM or other Ordering Entities, all model year 2014 vehicles ordered as a result of this IFB, shall be delivered and invoiced no later than **September 30, 2014**. Special equipped vehicles will be bid and awarded separately for handicapped busses and oversized vehicles.

In the event that OEM is unable to deliver ordered vehicle(s) within the model year ordered, SFM or the Ordering Entity reserves the right to choose out of dealer stock a unit(s) as close to original specifications as possible. SFM or the Ordering Entity will be invoiced at the awarded state price with OEM to reimburse dealer any difference in cost. This will only apply to vehicles ordered prior to build-out/factory fleet close dates and considered within normal and acceptable ordering and build time frames. Vehicles ordered by SFM or Ordering Entities after the last order date has been announced by the OEM will not be subject to this clause. By responding to this bid, the Dealer acknowledges that the OEM has partnered to provide factory incentives to Dealers in the overall interest of the State.

Vehicles that are ordered by SFM prior to build-out and considered within normal and acceptable ordering and build timeframes are expected to be delivered through dealers within usual spring delivery timeframe of current model year. SFM and SFM's customers are caused financial harm and other issues when vehicles are "rolled over" to the next model year. Should OEM **not** build and deliver on a timely basis, due to, including but not limited to: act of God, fires, explosions, earthquakes, drought, tidal waves and floods; war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; rebellion, revolution, insurrection, or military or usurped power, or civil war; contamination by radio-activity

from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or acts or threats of terrorism and similar situations beyond control of OEM, SFM will count this as a delivery and performance issue that may jeopardize future awards.

Due to state budget conditions, SFM cannot accept any vehicles prior to March 1, 2014 unless authorized by SFM. Vendors shall make deliveries after this date. The exceptions to this condition are: Public Safety, Undercover and Patrol vehicles and vehicles that may have Federal Grant funding or Agency Funding. Additionally, other Ordering Entities may elect to accept their vehicles earlier and/or later than SFM. Vendors will work directly with additional Ordering Entities to ensure all dates are met.

Starting in early fall 2013, SFM and the other Ordering Entities will make every attempt to begin ordering law enforcement vehicles for delivery starting approximately January 2014. SFM and the Ordering Entities will coordinate this with the awarded dealer (s).

Bids are requested for 2014 Model Year Vehicles only. It is anticipated that awards will be in place during the fourth quarter of the 2013 calendar year and will remain in place through September 30, 2014 or the factory fleet order close dates. If a model year change occurs during this time, or if the awarded vendor will allow, 2015 model year vehicles may be sold under the terms, conditions, and prices of the 2014 model year awards at the sole discretion of SFM. Model year substitutions **MUST** be approved in writing by SFM or Ordering Entity.

Vendor shall notify SFM within five (5) business days in writing of any mid-year model changes including discontinuations, mid-year introductions, etc., as related to specific body code vehicle included on price agreement.

1.21 Compliance Standards

Vehicles bid and delivered shall be in full compliance with all applicable federal and state laws, rules and standards regarding construction and performance. This includes, but is not limited to the Federal Motor Vehicle Safety Standards (FMVSS), EPA emission level requirements, and state noise standards.

1.22 Delivery Requirements

Vehicles shall be delivered under the terms and conditions of this solicitation and the resulting State Price Agreements issued as a result of this solicitation and shall be of the same make, model, and equipment level as bid. Substitutions will not be allowed. The SFM Vehicle Body Codes listed in Exhibit 2 indicate the vehicle types, size and sample representative models designated/used by SFM. The Gross Vehicle Weight Rating (GVWR) for the vehicles bid shall meet or exceed the minimum GVWR when specified in the standard specifications.

Vehicles are to be delivered complete with all manufacturer standard new vehicle equipment and must be in compliance with the 2014 Vehicle Specifications for each body code and requested optional items as listed on the SFM or Ordering Entity purchase order. SFM and any Ordering Entity reserve the right to return a vehicle after acceptance that is not complete according to the 2014 Vehicle Specifications for each body code and any purchase order, if later found to be in violation. The Vendor shall promptly bring the vehicle up to the award specification or accept return of vehicle and reimburse any monies paid by the State or Ordering Entity.

Deliveries of new vehicles must be pre-approved. Vendors shall notify SFM or the Ordering Entity, in writing, via email or fax, at least five (5) working days prior to delivery. **Vendors must arrive at their designated delivery time/day, and Vendors who don't arrive within in their appointed time slot or arrive with no appointment, may be turned away until a scheduled appointment is available.** Vendors shall have the purchase order number available and the number of vehicles to be delivered when calling. New vehicles will be accepted between the hours of 8:00 AM (MDT) to 12:00 PM (Noon) (MDT) and 2:00 PM (MDT) to 4:00 PM (MDT), Monday through Friday. Vendors will be notified in writing of acceptance of vehicles within thirty (30) days. If Vendor is notified of non-acceptance by SFM or Ordering Entity, Vendor has ten (10) days to repair any defects or accept a return of the vehicles with replacement to be at the discretion of SFM or the Ordering Entity. SFM Deliveries will not be permitted five (5) business days prior to the end of the month, on Mandatory State Furlough Days or on Official State Holidays. There are currently no known Mandatory Furlough Days for the State. State Holidays for the remainder of Fiscal Year 2014 and through the effective date of the resulting awards are as follows:

- October 14, 2013 (Monday) Columbus Day
- November 11, 2013 (Thursday) Veterans Day
- November 28, 2013 (Thursday) Thanksgiving Day
- December 25, 2013 (Wednesday) Christmas Day
- January 1, 2014 (Wednesday) New Year's Day
- January 20, 2014 (Monday) Martin Luther King, Jr. Birthday
- February 17, 2014 (Monday) President's Day
- May 26, 2014 (Monday) Memorial Day
- July 1, 2014 (Friday) Independence Day
- September 1, 2014 (Monday) Labor Day

1.23 Delivery Terms for State Fleet Management

The State's terms are FOB destination with freight included to destinations in the Metropolitan Denver area (7 county areas to include: Denver, Adams, Arapahoe, Boulder, Douglas, Broomfield and Jefferson). Deliveries outside of the 7-county area are FOB destination with freight added, which has been pre-negotiated in writing between Ordering Entity and Vendor.

For vehicles delivered to other SFM designated agency locations (such as Colorado State Patrol, Department of Corrections and the Department of Transportation) awarded vendors shall notify SFM of the scheduled delivery to the designated agency at least five (5) days prior to the delivery.

Due to state budget conditions, SFM cannot accept any vehicles prior to March 1, 2014 unless authorized by SFM. Vendors shall make deliveries after this date. The exception to this condition is Public Safety, Undercover and Patrol vehicles and vehicles that may have Federal Grant funding or Agency Funding.

1.24 Delivery Compliance for State Fleet Management and Ordering Entity

The following requirements apply to vehicles at time of delivery to SFM or the Ordering Entity.

Vendors shall bring the following items into the SFM or Ordering Entity office at the time of scheduled delivery (all documents shall be typed):

1. The dealer's invoice with a typed Vehicle Identification Number (VIN), the State or Ordering Entity Purchase Order Number, and the Dealer Stock Number.
2. The manufacturer's window sticker with price and option info (Do not leave the sticker on the vehicle door glass).
3. The manufacturer's "Certificate of Origin" with a typed assignment as follows (there shall be no corrections):

Undetermined at this time
1001 East 62d Ave
Denver, CO 80216

4. The Application for Title and the Bill of Sale (if used for odometer disclosure)
5. Two sets of keys plus the key code (usually on a sticker or tag) needed for key duplication.
6. A weight slip and VIN Verification shall be provided whenever a body has been modified (i.e. hi-cube vans, box trucks and buses and stake beds, etc.).

Vendors shall leave the following items in the vehicle at the time of scheduled delivery:

1. The owner's manual visible on the front seat.
2. The Dealer Stock Number on the windshield.
3. A sixty (60) day permit shall be attached in the rear window of the vehicle.
4. **Vehicles shall be washed, have license plate brackets and screws installed on the vehicle, serviced and in standard "make ready" condition (i.e. prepared for immediate use including no less than one quarter (1/4) tank reading of fuel and full tanks of Diesel Emission Fluid when equipped with DEF tanks).**

Note: Vehicles must be delivered with no less than 1/4 tank of fuel, including, CNG, diesel, propane, etc., and full DEF tanks, or vehicles will be refused.

5. SFM or the Ordering Entity shall make a cursory visual check of the delivered vehicle's condition and options to expedite the delivery process. Should any problems be found after delivery, SFM or the Ordering Entity have up to four (4) weeks to inspect and reject the vehicle while the it is still on their lot. If rejected, the dealer shall retrieve the vehicle within one (1) business day of notification via email for correction/repairs, and then shall redeliver the vehicle as soon as the repairs are complete. The dealer will expedite repairs to its maximum capability, so as not to cause financial hardship to the State or Ordering Entity

1.25 Delivery Terms and Compliance for Institutions of Higher Education, Political Subdivisions and Non-Profits

All Institutions of Higher Education, Political Subdivisions and Registered Non-Profits must specify on the Purchase Order or commitment document all delivery terms and conditions that apply. Delivery instructions to the vendor are to be similar to State delivery instructions.

The State's terms are FOB destination with freight included to destinations in the Metropolitan Denver area (7 county areas to include: Denver, Adams, Arapahoe, Boulder, Douglas, Broomfield and Jefferson). Deliveries outside of the 7-county areas are FOB destination with freight added, which has been pre-negotiated in writing between Ordering Entity and Vendor.

Any ordering entity may arrange to pick up a vehicle from the awarded vendor at no additional charge.

Vendors are expected to comply with delivery instructions issued by Institutions of Higher Education, Political Subdivisions and Non-Profits. Any changes or clarifications must be negotiated with and agreed to by the applicable Institution of Higher Education, Political Subdivision or Non-Profit.

The State Purchasing Agent managing the State Price Agreement should be notified immediately of any issues related to the delivery of vehicles.

1.26 Invoicing and Payment

The vendor shall send all invoices to State Fleet Management or the Ordering Entity as instructed on the Purchase Order. Invoices shall include the Purchase Order number. **Invoices are not to be sent to the State Purchasing Office.**

The State's minimum payment terms for this bid are net thirty (30) days. The State and State Fleet Management cannot guarantee payment or order terms for Institutions of Higher Education, Political Subdivisions or Non-Profits. The Ordering Entity is solely responsible for timely payments. Ordering Entities have historically remitted payment in a timely matter, but it is the vendor's responsibility to confirm all payment terms with each Ordering Entity at the time an order is placed. Late fees may not be charged to the State or any Ordering Entity until the 46th day. If the payment has not been made, the vendor is eligible to invoice for late payment charges of 1% per month on the unpaid balance. Vendors are to send invoicing directly to the Ordering Entity. If issues with payment arise and are not timely resolved, either the Vendor or the Ordering Entity shall contact via email the Purchasing Agent for the specific State Price Agreement.

1.27 Number of Awards

The State of Colorado intends to award to multiple bidders capable of fulfilling the anticipated volume needs for the State and other Ordering Entity's. Should the State determine at any time during the term of the resulting award(s) that the number of awarded bidders is not adequate to properly fill these needs, the State reserves the right to make awards to bidders who submitted responses to the original solicitation but were not awarded, or to re-issue the solicitation and make additional awards as

necessary. If the solicitation is re-issued, bidders who have contracts in good standing will not be required to respond.

1.28 Term of the Contract

The awards and resulting State Price Agreements will be effective through September 30, 2014 or factory fleet order close dates. In the event that a dealer can offer an awarded vehicle after September 30, 2014 the State reserves the right to issue an extension to the State Price Agreement however it is not the intent of the State to have resulting awards exist for multiple years. Extensions must be issued prior to August 31, 2014.

1.29 Points of Contact After Award

After State Price Agreements are awarded, questions on orders should be directed to the appropriate Ordering Entity as indicated on purchase orders.

1.30 Agreement

Vendor guarantees to the State Purchasing Office that they understand and agree to the terms and conditions of solicitation #IFB-CM-00001-14. Vendor guarantees a continuing supply and consistent quality of items/services offered. Vendor further warrants that failures of performance shall be corrected or remedied within 24 hours of notification at no additional cost to the customer. Failure to maintain satisfactory performance after notice will be sufficient cause for immediate cancellation of the award.

If it becomes necessary for the vendor to cancel its offer on any awarded item(s), the vendor is required to provide written notification within three (3) business days from bid opening documenting justification to the State Purchasing Office. Depending on the circumstances of the notification, the State reserves the right to award to the next lowest bidder or to re-bid the item(s). Request for rescind after the aforementioned 3 day grace period, will be accepted at the discretion of the State. Additionally, the state reserves the right to rescind all vehicle awards to Bidder if requests for rescinds fall outside of the appropriated 3 day grace period.

1.31 Minimum Specification for Response

Bidders must be able to demonstrate the ability to perform according to the terms of this bid. Bidders will be required to have experience in providing this type of service to organizations of similar size and complexity. The State may require additional information of the apparent successful bidder to determine their ability to perform. This information may include, but is not limited to, previous experience of company; years in business; quality and condition of equipment; financial condition; references as to size and scope of work done within the last two years.

1.32 Insurance + additional language

The awarded vendors shall obtain, and maintain at all times during the term of the contract, insurance in the following kinds and amounts:

- Commercial General Liability Insurance - The Commercial General Liability Insurance must cover premise operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - \$1,000,000 each occurrence;
 - \$1,000,000 general aggregate;
 - \$1,000,000 products and completed operations aggregate, and;
- Workers' Compensation Insurance - The Workers' Compensation Insurance limit will be as required by state statute covering all of the vendor's employees. Evidence of Workers' Compensation Insurance in the form of a certificate must include a clause stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers agents, employees and volunteers.
- Commercial Automobile Liability Insurance – The Automobile Liability Insurance must cover any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- Garage Keepers Liability – The Garage Keepers Liability Insurance must have a minimum of \$500,000 per occurrence.

All Insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the State.

All policies required hereunder shall be issued by insurance companies satisfactory to the State.

The awarded vendors must submit the required certificates of insurance within 10 business days of award. No later than 15 days prior to the expiration date of any such coverage, the awarded vendors shall deliver the State certificates of insurance evidencing renewals thereof.

1.33 Sex Offender Registration Information Requirements

Awarded vendor(s) must comply with the following laws in order to have employees on-site at a State of Colorado facility:

Colorado Revised Statutes, Title 16-22-103, et seq.
 Code of Federal Regulations, 34 CFR 668.46
 Jeanne Clery Act 20 USC 1092 (f)

1.34 Performance/Scope of Work

The State may require information of the apparent successful bidders to determine their ability to perform. The State reserves the right to visit bidder's office(s) to verify such ability.

Bidders guarantee to the State that they understand and agree to the terms and conditions of the bid; guarantee a continuing supply and consistent quality of the service offered; and that they will not default from performance by virtue of a mistake or misunderstanding.

Successful Offeror(s) shall comply with the requirements of the bid. If a bidder fails to perform, the State reserves the right to take remedial action including cancellation of the award (with a 30 day written notice) for cause (default). Cause is defined as failure to meet requirements of the written specifications and conditions, or correct deficiencies upon receipt of notice. Failure to maintain satisfactory performance after notice will be sufficient cause for immediate cancellation of the award and resulting State Price Agreement. In the event of default, the State may make an award to the next lowest bidder or re-bid at its discretion.

The vendor(s) given the award from this bid must notify the State of any change to the vendor's name or address.

1.35 Quarterly Volume Reports

- A. Quarterly Volume Reports for each awarded State Price Agreement are due 15 calendar days after the end of each calendar quarter. The quarter periods are: January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31; of any given year. This is **a mandatory requirement**. Failure to provide these reports may result in the cancellation of the agreement. In addition, failure to submit volume reports as required may impact future eligibility to compete for state price agreements. These reports must be submitted to the State Purchasing Office and must contain the following information:
- a. The Price Agreement Number for which the report was prepared.
 - b. Total Sales Dollars: Total spent by each Ordering Entity group (State Agencies (SA), Institutions of Higher Education (HE), other State entities that are not SAs (SE), Political Subdivisions (PS), and eligible Non-Profit organizations (NP) as a result of this **Addendum** every quarter. Then total spent by all groups.
 - c. Total Regular (List) Cost of Total Sales: Total of the extended list cost by each entity group for SA, HE, SE, PS, and NP. Then total cost for all groups.
 - d. Total Estimated Cost Savings: Total estimated cost savings (total sales minus extended list cost = savings) by each entity group for SA, HE, SE, PS, and NP. Then total savings for all groups.
 - e. Total Paid by Procurement Card: If applicable, total sales made by a procurement "credit" card by each entity group for SA, HE and SE. Then totaled for all groups.
 - f. Total Green Sales: Total Green sales, meaning sale of *Environmentally Preferable Products*, by each entity group for SA, HE, SE, PS, and NP. Then total EPP sales for all groups. (Environmentally Preferable Products, including applicable discount savings, as such are defined in the State's Environmentally Preferable Purchasing Policy. *Note*: in most cases, "Green" products have been third party registered or certified as such by EPA, NFP, Energy Star, LEED, etc.

Reports must be submitted via e-mail to Cyndie Miller at Cyndie.Miller@state.co.us.

1.35 Venue

All suits or actions related to this solicitation/contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

1.36 Taxes

State of Colorado Agencies, as purchaser, are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Federal Tax ID No. 84-0644739, for State Fleet (Management) and from all state and local government sales and use taxes (C.R.S. §39-26-704). The State and Local Sales Tax Exemption Number for the SFM is 98-025650000. Such exemptions apply when materials are purchased for the benefit of the State, except that in certain political subdivisions (for example - City of Denver) the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State of Colorado. Other State Agencies may have unique Federal Tax ID and/or Sales tax Exemption certification. The Ordering Entity shall provide a copy of such tax ID and exemption certificates upon the Vendor's request.

A Colorado Political Subdivision or a Non-profit Organization utilizing the resulting State Price Agreements with awarded vendors is solely responsible for its own tax requirements and is to provide its own Federal Tax ID and Tax Exemption numbers to the vendor at the time the vehicle order is placed or upon Vendor's request.

1.37 Protested Solicitations and Awards

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may protest to delegate: c/o Judson Byrn, SPO Director, State of Colorado, State Purchasing Office, 633 17th Street, Suite 1500, Denver, CO 80202. The protest shall be submitted in writing within seven (7) business days after such aggrieved person knows, or should have known, of the facts giving rise to the protest. (Reference: C.R.S. Title 24, Article 109.)

1.38 Acceptance of Proposal Content, Vendor Forms, and Binding Offer

A proposal submitted in response to this IFB shall constitute a binding offer and the terms of this IFB will become contractual obligations of the successful Offeror. Acknowledgment of this condition shall be indicated by the signature on the IFB Cover Page "signature page" (page 1) of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations.

By submitting a proposal the Offeror affirms its acceptance of the terms and requirements of this IFB, including its attachments and exhibits, without exception, deletion, or qualification - and without making its offer contingent. The Offeror further agrees to cooperate with the **SPO** and expedite the contracting process upon notice of award.

Vendor guarantees a continuing supply and consistent quality of items/services offered and that it will not default from performance by virtue of a mistake or misunderstanding. In the event an awarded Vendor fails to perform, the State reserves the right to take remedial action including cancellation of the award (with a 30 day written notice) for

cause (default). Cause is defined as failure to meet requirements of the written specifications and conditions, or correct deficiencies upon written receipt of notice. Vendor's failure to maintain satisfactory performance after notice will be sufficient cause for immediate cancellation of the award and resulting State Price Agreement. In the event of default, the State may make an award to the next lowest bidder or re-bid at its discretion. Failure to maintain satisfactory performance after notice may be sufficient cause for immediate cancellation of the award.

Vendor Forms: In the event an Offeror's form(s) or part(s) of its forms are included as attachment(s) to any bid proposal response, Price Agreement, or any order against the Price Agreement, Offeror agrees that, in the event of inconsistencies or contradictions, the terms and conditions of the solicitation document shall supersede and control over those contained in the Offeror's form(s) regardless of any statement to the contrary in a Offeror's form(s). Unless otherwise specifically agreed to in the terms of the resulting purchase order or contract, vendor terms governing choice of law, venue, disclaimer of warranties, limitation of liability and damages, or indemnification are of no effect.

If it becomes necessary for the vendor to cancel its offer on any awarded item(s), the vendor is required to provide 3-day written notification with documented justification to the State Purchasing Office. Depending on the circumstances of the notification, the State reserves the right to award to the next lowest bidder or to re-solicit the item(s).

1.39 Proprietary/Confidential Information

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the Offeror with the proposal. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary and must state the statutory basis for the request under Public (open) Records Act. (Section 24-72-201 et seq., C.R.S). Confidential/Proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is not acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

The Colorado State Purchasing Office will make a written determination as to the apparent validity of any written request for confidentiality. In the event the Colorado State Purchasing Office does not concur with the Offeror's request for confidentiality, the written determination will be sent to the Offeror. Ref. Section 24-72-201 et. Seq., C.R.S., as amended, Public (open) Records Act.

Offeror (s) acknowledge that they may come into contact with confidential information contained in the records or files of the State in connection with any resulting contract or in connection with the performance of its obligations under any resulting contract. The awarded Offeror (s) shall keep such records and information confidential and shall comply with [specific statutory citations (if any) and,] all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State. The awarded Offeror (s) shall notify its employees that they are subject to the confidentiality requirements as set forth above, and shall provide each employee with a written explanation of the confidentiality requirement before the employee is permitted

access to confidential data. Awarded Offeror (s) shall provide and maintain a secure environment that ensures confidentiality. The confidentiality of all information will be respected and no confidential information shall be distributed or sold to any third party nor used by awarded Offeror (s) or it's assignees and/or retained in any files or otherwise by awarded Offeror (s). Disclosure of such information may be cause for legal action against the awarded Offeror (s). Defense of any such action shall be the sole responsibility of the awarded Offeror (s). Unless directed otherwise, awarded Offeror (s) is required to keep all State information in a secure, confidential manner.

1.40 IFB Response Material Ownership

The State of Colorado has the right to retain the original proposal and other IFB response materials for its files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. Proposal materials may be reviewed by a person after the "Notice of Intent to Make an Award" letter (s) has/have been issued, subject to the terms of Section 24-702-201 et seq., C.R.S., as amended, Public (open) Records. The State of Colorado had the right to use any or all information/material presented in the reply to the IFB, subject to limitations outlined in the clause, Proprietary/Confidential Information. Offeror expressly agrees that the State may use the materials for all lawful State purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.

1.41 Certification of Independent Price Determination

1.26.1 By submission of this proposal each Offeror certifies, and in the case of a joint proposal each party, thereto, certifies as to its own organization, that in connection with this procurement:

a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any competitor; and

c) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.26.2 Each person signing the Invitation For Bid Cover Sheet of this proposal certifies that:

a) He/She is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or

b) He/She is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action

contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

1.42 Standard Contract

Except as modified herein, the standard State Contract Terms and Conditions and the Model Contract (attached separately on BIDS) included in this IFB shall govern this procurement and are hereby incorporated by reference. Please note this Model Contract lists the State's required legal provisions but does not include the specific scope of work and requirements for this IFB.

The Offeror is expected to review the attached Model Contract and note exceptions. Offerors agreeing to abide by the requirements of the IFB are also agreeing to abide by the terms of the Model Contract. Unless the Offeror notes exceptions in its proposal, the conditions of the Model Contract will govern. It may be possible to negotiate some of the wording in the final contract; however there are many provisions, such as those contained in the Special Provisions pages that cannot be changed. Vendors are cautioned that the State believes modifications to the standard provisions, terms and conditions, and Special Provisions constitute increased risk to the state and increased costs. Therefore, the scope of requested exceptions is considered in the evaluation of proposals.

1.43 PERA

State Ordering Entities are Colorado PERA affiliated employers. In the event billable personal Services are performed by the Contractor, and pursuant to Colorado SB06-235 and CRS §24-51-1101(2), the Contractor must notify in writing (email is acceptable) the State Ordering Entity's representative listed on the Order within fifteen (15) calendar days from the date of receipt of any Order if the Services to be provided are being or will be performed by a PERA retiree (as defined at CRS §24-51-101).

1.44 Order of Precedence

In the event of any conflict or inconsistency between terms of this Invitation For Bid and the offer, such conflict or inconsistency shall be resolved first, by giving effect to the terms and conditions of the contract, second to the Invitation For Bid, and third, to the proposal.

SECTION 2: VENDOR INFORMATION

2.1 Compliance with House Bills 1023 and 1343

All vendors submitting a response to this solicitation must comply with the criteria of House Bills 1023 and 1343 and CRS 8-17.5-101 et Seq. regarding the employment or contracting of illegal aliens to perform work under a public contract, including purchase orders.

Are you a Sole Proprietor? _____ **If yes**, vendor is required to complete a *State of Colorado Affidavit* (Attachment A) and the *House Bill 1023 Identification Requirement* (Attachment B) in Section VIII of this quote titled Compliance With House Bills 1023 And 1343. **If no, vendor does not have to complete the forms.**

1.1 Vendor Disclosure Statement

All vendors submitting a response to this solicitation must comply with the criteria of Senate Bill 07-228 concerning the monitoring of vendor performance on State Contracts.

CRS §24-102-206 applies to all State contracts and solicitations for services governed by the State Procurement Code, as provided in CRS §24-101-105 (1). The definition of "contracts" in the Procurement Code includes any type of state agreement for the procurement of services, regardless of what it may be called, and includes contracts and purchase orders using documented quotes, invitations for bids, and requests for proposals.

If vendors have not disclosed this information in a statement of work, upon award vendors providing services will be required to complete the attached form and file with the purchasing office (Attachment C).

1.2 W-9

The State is required to have a W-9 and Vendor Mailing Address Update on file for every company it does business with. Please attach a completed W-9 (Attachment D) and Vendor Mailing Address Update (Attachment E) to your quote.

Is a W-9 attached? _____ **Yes** _____ **No**

Is a Vendor Mailing Address Update attached? _____ **Yes** _____ **No**

Section 3. Definition of Terms

Awarded Offeror: "Awarded Offeror" means the Offeror whose proposal the State determines to be most advantageous considering the factors set forth in Section IV and whose proposal(s) is approved and accepted by the State which enables the State to undertake a contract with the Offeror for the purchase of the services and/or goods.

Bid: Technically, an offer in response to a traditional price-based solicitation. "Bid" is often used more generally to mean any type of procurement or contracting offer, sometimes having the same meaning as "proposal" (which is an offer in response to an Invitation For Bids, IFB).

Bidder: Technically, any organization or individual submitting a bid/proposal in response to a traditional price-based solicitation. "Bidder" is often used more generally to mean any organization or individual submitting an offer in response to any type of procurement solicitation. In the case of an IFB, the term "Offeror" is more properly used.

BIDS: The State of Colorado's Bid Information and Distribution System web site, located at: <http://bidscolorado.com> . All solicitations published by State agencies and institutions are published on BIDS. All Bidders or Offerors wishing to respond to a solicitation (including this IFB) must be registered with BIDS.

Offeror: The Company or individual that is awarded a contract as a result of this IFB. Same as "vendor", "selected Offeror," "successful Offeror", or "awarded vendor".

C.R.S.: Colorado Revised Statutes.

Invitation for Bid (IFB): A procurement solicitation that seeks offers from organizations or individuals to perform the scope of work defined in the IFB, in accordance with the terms listed in the IFB. An IFB is issued with the intent of selecting the most advantageous proposal, making an award to that Offeror, and entering into a contract.

Registered Non-profit Organization: Pursuant to Colorado Revised Statutes § 24-110-101 et. seq. and the Colorado State Procurement Rules, a Non-profit Organization ("Non-Profit" or "NP"), may be eligible to utilize Colorado State Price Agreements for services and/or commodities issued by the Colorado State Purchasing Office (SPO). A Non-profit Organization must be a registered entity with the Colorado Secretary of State and in "Good Standing". The Nonprofit must maintain a tax exempt status under 26 U.S.C. Sec. 501 (c) (3) with the Internal Revenue Service and receives local, state or federal government funds. In the case of a Non-profit Organization, the entity must first have applied for and been assigned a "NP" User Number by the Colorado State Purchasing Office that gives the NP authorization to utilize Colorado State Price Agreements. In order to maintain current User status, the NP must reapply on an annual basis. At the time an order is placed with a State Price Agreement Vendor, the Non-Profit must provide a copy of its current letter issued by the SPO. (For information on how to register to obtain SPO approval, review www.coloradobids.com or 303-866-6104.)

Offeror: Any organization or individual submitting a proposal in response to an IFB. Sometimes used interchangeably with the term "Bidder."

Ordering Entity: An Ordering Entity means a Colorado State Agency or institution of higher education, or a political subdivision or a SPO-approved Registered Non-profit Organization which may issue orders against the price agreement.

Political Subdivisions: These entities include Colorado cities, towns, counties, and other special districts (such as school, fire, water, etc.) or units of local government.

Proposal: An offer in response to a Invitation For Bids (IFB). Sometimes used interchangeably with the terms "bid," "offer," or "response."

Purchase Order: A purchase order is the document that an Order Entity issues to the vendor as is its obligation or commitment voucher to purchase the commodity and/or service.

Qualified Independent Offeror: A qualified independent Offeror is one whom is deemed qualified by the primary funding agency.

Selected Offeror: The Offeror that is awarded the contract that results from an IFB.

Solicitation: A document issued by a prospective buyer that requests competitive offers from organizations or individuals to sell the goods or services that are specified in the document. A solicitation typically results in an award of a contract or purchase order for the goods or services, based on an award methodology defined in the solicitation. Types of solicitations issued by State of Colorado agencies include: Requests for Proposals (IFB), Invitations for Bids (IFB), and Requests for Documented Quotes (DQ).

State: The State of Colorado, in the case of this IFB represented by the State Purchasing Office on behalf of State Fleet Management and other State government agencies.

State Purchasing Office (SPO): The Colorado purchasing department that directs the procurement policies and procedures for State agencies. When an agency does not have a purchasing director, the SPO assumes the responsibility for IFB level solicitations.

Subcontractor: A vendor selected by the Offeror that enters into a contractual relationship with the primary Offeror to carry out the project as a result of the IFB. For the purpose of this IFB, "subcontractor" is often used more generally to mean an upfitter for equipment such as police equipment.

Successful Offeror: Same as "selected Offeror" or "awarded vendor".

Vendor: Any organization or individual that seeks to provide, or is already providing, goods or services. Often synonymous with "selected, successful, or awarded Offeror".

Section 4: Evaluation

NOTE: The price for any single option may not exceed the Manufacturer's Suggested Retail Price (MSRP).

The State reserves the right to award multiple price agreements if it is in the best interest of the State, Institutions of Higher Education, Political Subdivisions and Non-Profits of the State of Colorado

The State will evaluate and award vendors under Competitive Sealed Best Value Bidding (CRS 24-103-202.3 et seq.) Bids shall be evaluated against the minimum functional requirements in the base bid. All bids meeting these specifications shall be determined to be responsive.

Body Codes A0, A1, A3, A6, AE, AH, B3, B4, B5, CB, C1, C2, C3, C4, D1, D2, D3, D5, D7, D8, DB, E1, E2, E3, E4, E8, F1, F2, F3, F4, F8, G3, H3, K1, K2, K3, K5, K6, KH, P4, P5, PE, T1, T4, T5

The State intends to award one responsive bidder for each of the above referenced body codes for each of the following:

1. The overall low bid
2. Low bid for E85
3. Low bid for Hybrid (by manufacturer) (Also PHEV's by manufacturer for AH, KH)
4. Low bid for Diesel
5. Low bid for CNG
6. Low bid for All Electric; AE and PE

Awards will be based on the following criteria for each body code:

- The standard vehicle base price
- Fuel cost estimate for 8 years using EPA ratings (55% city, 45% Hwy)

Note 1: Fuel cost estimates will be for standard gasoline and not E85

Note 2: Fuel cost estimates will not be considered for ¾ ton or more vehicles as they are not calculated by the EPA.

Patrol Body Codes A5, A7, K2, K7, K8

FOR PATROL AWARDS: AWARDED DEALER MUST SUBMIT STATUS CODE REPORT (NOTIFICATIONS) VIA EMAIL TO SFM AND STATE PATROL WITH UPDATES ON AND INCLUDING; BUILD PROGRESS, UPFIT PROGRESS; DELIVERY AND ETA'S; DELAYS, ETC. REPORTS MUST BE EMAILED EVERY 2 WEEKS STARTING AFTER CONFIRMATION OF PURCHASE ORDER.
EMAILS MUST BE SENT TO:

Terry.Sisneros@state.co.us and Karen.Griggs@state.co.us

The State intends to award one responsive bidder for each of the above referenced body codes for each of the four categories listed above. Awards will be made by

individual manufacturer and model and will be based on the total of the two criteria

above plus the total cost for the following frequently purchased option:

Package 528 - Light Bar

For body code A7, the Chevrolet Caprice and Dodge Charger award will be based on the total of the four categories above **plus** the total cost for the following two frequently purchased options:

Package 528 - Light Bar

Package 287 – Push Bumper PB400W/PB5 Fender Protector

Body Codes E1, E2, E3, E4, E8, F1, F2, F3, F4, F8, T1, T4 and T5

The State intends to award one responsive bidder for each of the above referenced body codes based on the low bid for the total of the four categories above plus the total cost for the following frequently purchased options for each body code as specified below if applicable:

For the E series body codes as they apply to each series for the following Options:

1. 097 – Crew Cab (4 Full Size Doors)
2. 098 – Ext Cab Long Bed 3 or 4 Door
3. 099 – Ext Cab Short Bed 3 or 4 Door
4. 216 – Non-Std Engine Option A
5. 217 – Engine Option: Diesel

For the F series body codes as they apply to each series for the following Options:

1. 097 – Crew Cab (4 Full Size Doors)
2. 098 – Ext Cab Long Bed 3 or 4 Door
3. 099 – Ext Cab Short Bed 3 or 4 Door
4. 216 – Non-Std Engine Option A
5. 217 – Engine Option: Diesel
6. 440 – Package: Off Road (attachment)

For the T series body codes as they apply to each series for the following Options:

1. 097 – Crew Cab (4 Full Size Doors)
2. 216 – Non Standard Engine Option A
3. 217 – Engine Option: Diesel