

# **Request for Proposal**

Automotive pursuit vehicles, light truck and SUV's, Medium Duty vehicles and equipment. [BCSO 22-27-1.0] Rev. 9/1/22

The Bradford County Sheriff's Office; herein "BCSO", Bradford County, Florida requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and its eligible users.

### A. TIMELINE OF EVENTS

Bid Announcement	8/22/22
Deadline for Questions	9/02/22; george_konkel@bradfordsheriff.org
Bid Due Date	9/06/22 at 10am eastern
Anticipated Date of Award	9/12/22

### **B. DEFINITIONS**

**Base Vehicle Specification** – Commodity specifications established by the Department, that may include vehicle size, axle configuration, class, gross vehicle weight rating (GVWR), and other information listed by the Department herein, which identifies the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a Manufacturer on their standard base version of the Commodity.

**Bid** – The document(s) submitted by a Bidder in response to this ITB. **Bidder** – A vendor who submits a bid to this ITB. May be a Manufacturer or Dealer.

**Business Day** – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.

**Component, Feature, or Configuration** – An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Commodity, Representative Model, OEM Option, Required Aftermarket Option, or Identified Aftermarket Option.

**Confidential Information** – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

**Contract** – The written agreement between the Department and the awarded Bidder(s) resulting from this solicitation.

**Contractor** – A Vendor that enters into a Contract with the Department as a result of this solicitation. A Contractor may be a Manufacturer or Dealer.

Customer – Governmental entity identified as an Eligible User.

**Concession** - Manufacturer's discount allowance for a specific vehicle related to a specific sale type i.e. governmental use sales as designated by a manufacturer

**Dealer** – A Manufacturer's certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options from the Manufacturer responsive to this solicitation. Dealers may be Contractor-owned and - controlled, (in whole or in part) or independently owned and controlled.

Department – The Sheriff's Office of Bradford County.

**Fee** - Amount of payment remitted back to Bradford County Sheriff's office upon the sale of any motor vehicle purchased off this contract. VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid, due the 20th of the month for deliveries made in the prior month.

**Disposal Fee:** Awarded vendor is capped at a net disposal fee of \$400 per used vehicle, net of transportation costs and auction fees, supported by corresponding documentation. The remainder of dispositional funds will be remitted back to agency of record.

**Identified Aftermarket Option** – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the Representative Model by the awarded Contractor.

**Local Vendor:** Local preference is allowed to Bidders that have a principal place of business, registered, and verified withing Bradford, Clay, St. Johns, Duval or Nassau Count. (edited 9/1/22)

**Manufacturer/Brand** – The original producer or provider of Motor Vehicles responsive to this solicitation which possess the minimum quality, reliability, service, and value required by the Department and Customers.

**Manufacturer's Last Order Date** – The final date on which the Manufacturer stops producing the model year of a Representative Model which meets the requirements, specifications, terms, and conditions of the Contract.

**Manufacturer's Suggested Retail Price (MSRP)** – The Manufacturer's recommended retail selling price, list price, catalog price, distributor price, published price, or other usual customary pricing that would be paid by the purchaser for specific Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and contractual services without benefit of a Contract resulting from this solicitation, if awarded. MSRPs are formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. If two or more prices fit this definition for a pertinent Commodity, equipment model or contractual service, the Bidder will supply the lowest price as the MSRP.

**MSRP Credit** – The MSRP price of the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature, or configuration that is deducted from the Representative Model price paid by the

Customer if the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature or configuration is removed from the vehicle.

**Price List** – A collection of MSRPs and invoice costs and related information broken down by specific Representative Models and their associated OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. Prices shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data Carbook Pro Fleet Edition.

**Price Sheet** – The MSRP Sheet provides the MSRP and specification(s) for the Representative Model(s) bid. Also known as a Build Sheet.

Net Price – The final price after applying all discounts and credits.

Original Equipment Manufacturer (OEM) - The original producer of a Commodity and/or service.

**OEM Options** – A motor vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Representative Model, and which is intended for the specific Representative Model. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the standard equipment by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

**Representative Model** – A Department specified Motor Vehicle, that may include Manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein which meets the requirements, specifications, terms, and conditions herein, and may include components, features, or configurations different than those provided by a Manufacturer, port, and Dealer on their standard version of the Commodity. Also known as Standard Model or Vehicle, Representative Vehicle, Motor Vehicle, Base Vehicle, or Vehicle.

**Required Aftermarket Option** – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to the Representative Model by the awarded Contractor.

Vendor – An entity providing Motor Vehicles. Also known as Manufacturers or Dealers.

### C. OBJECTIVE

Bradford County Sheriff's Office intends to enter into a contract with an Automotive dealer(s) for the procurement of NEW, unused, light and medium duty trucks, sport utility vehicles and police rated vehicles.

Price structure is to be established for the base represented vehicle inclusive of all manufacturer's standard equipment (no deletions or substitutions allowed without prior approval), OEM options, and aftermarket vehicle related components. No incomplete vehicles are to be purchased off this agreement. All incomplete vehicles requiring further modification will have a second stage manufacture's certificate of origin and be certified as "complete" according to the current FMVSS published guidelines and any statutory laws that govern.

The Bradford County Sheriff's Office intends on making this agreement accessible to other governmental entities as eligible users to include: City and County Agencies, Municipalities, Development Districts, Universities and Colleges collectively known as governmental entities including not-for-profit political subdivisions.

# D. TERM

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years, or extended. by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with Vendor approval.

## E. RIGHT TO REJECT BIDS

BCSO may reject any Bid not submitted in the manner specified by this solicitation.

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non- responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsive. BCSO reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the Sheriff's Office to do so.

# F. ADDENDA

It is the responsibility of the vendor to review any addenda posted by the department in accordance with the timeline of events.

# G. PUBLIC OPENING

Bids will be opened on the date and at the location indicated in the 'Timeline of Events 'section. Bidders are not required to attend. The Department will only announce the names of Bidders who submitted a Bid at this public meeting, in accordance with section 119.071(1)(b), F.S.

### H. PREFERENCE

Local preference is allowed to Bidders that have a principal place of business, registered and verified within Bradford, Clay, St. Johns, Duval or Nassau County, in the amount of 4% (four points) of the lowest-responsive bid submitted. In addition, preference to Florida businesses per Florida Statute 287.084 is recognized and added to the local county preference in the amount of 5%, (five points).

# I. BID AWARD EVALUATION AND TIE BIDS

BCSO has the right to award multiple bidders in this solicitation. The responsive bids and responsible bidders will be scored according to the following points evaluation table:

CATEGORY	Category Description	Maximum Points
1.0	Pricing	56

CATEGORY	Category Description	Maximum Points
2.0	Location in Florida	5
3.0	Local County Preference	4
4.0	Performance Volume Certification	35
5.0	Proposal	25
Total		125

#### [CATEGORY 1.0] PRICING:

The conversion rule for pricing points allowance is as follows:

Ranking	Maximum Points Awarded	Bid Submission	Example
First Place	56	Lowest Percentage over cost	5% over cost
Second Place	44	Second Lowest Percentage	5.1% over cost
Third Place and greater	0	Third Lowest Percentage	5.25% over cost

#### [CATEGORY 2.0] LOCATION IN FLORIDA:

Dealer must submit dealer registration and or Business registration document showing Florida address as principal place of business.

#### [CATEGORY 3.0] LOCAL PREFERENCE:

Bidding Dealership must be located in counties specified in Section H.

#### [CATEGORY 4.0] PERFORMANCE VOLUME CERTIFICATION:

Vendor's Financial Stability and verified-historical-ability to process volume of Governmental purchases. Dealer must submit annual volume of vehicle sales to governmental customers for 2 year period, Maximum volume is ranked. Highest volume of deliveries receives total points allowance of 35 points. This will be verified through OEM representative's signed manufacturer's certification document.

TIE BIDS: The finishing order in the event of a tie bid requires both businesses to have a qualifying drug-free work program then the award finish will be determined using the following criteria: 1. Bidder place of business radius from the Bradford County Sheriff's Office [20 points] 2. Vendors performance record with purchasers [10 points]

CATEGORY	Category Description	Bidder A Clay County	Bidder B Georgia Dealer	Bidder C Bradford County	Maximum Points
Bid	% over Cost	3%	2%	1%	
1.0	Pricing	56	44	0	56
2.0	Location in Florida	5	0	5	5
3.0	Local County Preference	4	0	4	4
4.0	Performance Volume Certification	35	0	0	35
5.0	Response	10	20	25	25
	Total	110	64	34	125
	Ranking	First	Second	Third	

#### BID EVALUATION EXAMPLE

### J. CHANGE ORDERS AND EQUIPMENT DELIVERY

The vendor shall notify the Bradford County Sheriff's Office, in writing. of all Change Orders for every piece of equipment/ installation purchased. Change Orders shall be approved by the Bradford County Sheriff's Office's Fleet Management Department.

Change Orders shall include the following as a minimum:

A. Changes to be made (i.e., equipment, equipment components, equipment installation, accessories, accessory components).

- B. Additional time associated with any changes, (if any).
- C. Additional cost associated with any changes, (if any).

The Bradford County Sheriff's Office shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing. A copy of all Change Orders shall be sent to the addresses listed below:

Attn.: Chief of Operations/Major G. Konkel

Bradford County Sheriff's Office

Fleet Management Department

945-B North Temple Avenue

Starke, Florida 32091

Phone Number- (904) 964-2276

Fax Number - (904)966-6160

The vendor shall state in their proposal process used to establish delivery dates for the various vehicles. Bidder shall state delivery times, after receipt of order (ARO), for all types of vehicles offered by the bidder. Vendor shall deliver all equipment to Bradford County Sheriff's Office free of charge.

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (15) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and

MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this document or any alterations may not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided. The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.
Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of

receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

• Deliveries of less than 550 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE"

cover on light bars.

All deliveries in excess of 550 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 550 odometer miles and may deduct \$0.51 cents per mile in excess of 550 miles from the invoice, unless distance above 550 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (15) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

### K. INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

- 1. Copy of Customer's Purchase Order
- 2. Copy of the applicable Vehicle or equipment specification
- 3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
- 4. Copy of Pre-Delivery Service Report
- 5. Warranty Certification
- 6. Owner's manual

7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative. Deliveries that do not include the above items will be considered incomplete and can be refused.

### L. PROPOSAL RESPONSE REQUIREMENTS

Any bidder's response to the RFP should include the following information at a minimum. Points are scored based on content, selection and diversity. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the requested information and documents to be considered responsive.

The Bradford County Sheriff's Office reserves the right to seek additional / supplemental information on specific issues as needed.

All bid documents should be sealed in an envelope addressed to the Bradford County Sheriff's Office (Attn Major George Konkel) with the bid number clearly indicated and opening date and time. No bids will be considered that are later than the requested due date on the timeline.

#### Bradford County Sheriff's Office Attn. Major George Konkel 945-B North Temple Ave. Starke, Fl. 32091

#### TAB 1: EXECUTIVE SUMMARY (10 POINTS)

A. Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Respondent, their title(s), address(es), and telephone and fax number(s). The summary must include the signer of the proposal and must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

B. Business location(s)

C. Governmental References for similar scope of work

#### TAB 2: QUALIFYING DOCUMENTS (10 POINTS)

A. Manufacturer's certification and historical performance volume metrics (this item will be ranked and scored independently and considered in the overall bid award.

B. Business registration, dealer registration

- C. Representations / Certifications
- D. Local Vendor affidavit as defined in definitions (section H) (edited 9/1/22)

#### TAB 3: FINANCIALS (5 POINTS)

A. Provide a company income statement and balance sheet for review. The purpose of this information is to ensure the vendor has the financial strength / stability to satisfy the demands of the department.

B. Vendor's Federal IRS form: w9

#### TAB 4: PRICE PROPOSAL

<u>Part 1:</u> In tabular format, bidder will list OEM brand name, and representative model / description, with corresponding percentage "profit" over dealer invoice. This percentage value is the basis for the ranking in the bid award tabulation. This percentage should include all profit, prep fees, delivery to the Bradford County Sheriff's Office, and BCSO one half of one percent contract fee. The percentage should be published up to two decimal places. Note: It is not necessary to publish vehicle invoice amounts as these will be captured upon quoting by the awarded dealer.

Percentages are to be the same within a dealer's bid covering all models submitted. It is assumed that bidder for a particular OEM brand will make available all models unless exclusions are submitted with proposal.

<u>Part 2:</u> Bidder will offer brand names of all second stage manufacturing products and the corresponding discounts off MSRP and/or % over dealer cost (edited 9/1/22)

<u>Part 3:</u> Delivery charge per mile to include cost for fuel for deliveries made in any location other that the BSCO office.

#### M. RFQ: PRICE QUOTING UPON AWARD

Upon award, to ensure pricing integrity, awarded dealer will quote using the following format:

Vehicle: Part 1	Invoice		Total part 1 & 2
Representative OEM Make, Model, description, model year and price	\$		
OEM option content	\$		
OEM governmental concession discount	(\$)		
Bid percentage markup	+%		
Total Vehicle			
AMO: Part 2		MSRP	
		Requested Aftermarket options, brand name & description	\$
		OEM percentage discount <mark>or % over cost</mark>	(\$)
		Total Aftermarket Options	\$
Total Vehicle Plus Total AMO			Is Total