

NEW

**State of Maine****Master Agreement****Effective Date:** 04/01/19**Expiration Date:** 03/31/20**Master Agreement Description:** 2019 Fleet Vehicle Award-Darling's Nissan**Buyer Information**

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

**Issuer Information**

Joey ONeal 207-287-6524 ext. Joey.ONeal@maine.gov

**Requestor Information**

Dwain Mckenney 207-287-6522 ext. Dwain.E.McKenney@maine.gov

**Authorized Departments**18P PURCHASING-BUR OF GENERAL SVCS  
16A PUBLIC SAFETY**Vendor Information****Vendor Line #: 1****Vendor ID**

VC1000020922

**Vendor Name**

DARLING'S INC

**Alias/DBA**

DBA DARLING NISSAN

**Vendor Address Information**

114 SYLVAN RD

BANGOR, ME 04401

US

**Vendor Contact Information**

Timothy Seymour

207-992-1530 ext. 1530

tim.seymour@darlings.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** DARLING'S INC

**Commodity Line #:** 1

**Commodity Code:** 07000

**Commodity Description:** 2019 Fleet Vehicle Award-Darling's Nissan

**Commodity Specifications:** As per the specifications attached made part of this MA

**Commodity Extended Description:** See all attachments

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

84

**Free on Board**

FOB Dest, Freight Prepaid

**Contract Amount**

\$0.00

**Service Start Date**

**Service End Date**

**Catalog Name**

Nissan

**Discount**

0.0000 %

**Discount Start Date**

04/01/19

**Discount End Date**

03/31/20

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF BUSINESS MANAGEMENT  
DIVISION OF PROCUREMENT SERVICES**

**RFQ # 18P19021200000000000243**

**2019 Fleet Vehicle Bid FOR MODEL YEAR 2019 OR 2020**

**Quotations/Responses Due:** 2/27/2019 not later than 4:00 p.m. local time

**Note:** All questions and responses must be provided via the State of Maine's e-Procurement system: AdvantageME / Vendor Self Service (VSS).

**General Instructions on Bidder Questions**

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

**In the event that you must contact us for any other reasons than the Q & A previously mentioned,** only the Buyer listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

**Summary**

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services ("Division") is acting on behalf of the **State of Maine, Central Fleet Management, MaineDOT Fleet, and State Police Fleet** ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

# **RFQ REQUIREMENTS**

## **1. Description of Requirements**

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- **Please see Appendix B on page 11**

## **2. Bid Contents Requirements**

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A: Bid Cover Page and Debarment Form (Pages 8 & 9 of this document)**
- **Appendix D: Municipality Political Subdivision and School District Participation Certification (Page 16 of this document)**
- **Cost Response Specification Sheets, Excel or Word Format Only**
- **Warranty Information (Page 14 of this document)**

## **3. Master Agreement Term**

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for up to **two** renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance, and price protection of subsequent model years.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Initial Period of Performance	4/1/2019	3/31/2020
Renewal Period #1	4/1/2020	3/31/2021

## **4. Submitting a Quotation**

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.
- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine’s electronic procurement system: Advantage “Vendor Self Service” (VSS). More information on this system can be found at the following internet link: <http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the “Withdraw” button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder’s response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

## 5. **General Instructions**

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.
- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

## 6. **Quotation Evaluation and Selection**

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are

required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.

- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.
- c. At the discretion of the Division, if a Bidder's submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder's submission may not be considered for contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications *most closely meet* the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division's RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.

## 7. Negotiations

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

# **TERMS AND CONDITIONS FOR RFQ AND CONTRACT**

## **PART I GENERAL INFORMATION ON RFQs**

### **A. Purpose and Background**

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

### **B. General Provisions**

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).  
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.

7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

### **C. Eligibility to Submit Bids**

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

### **D. Delivery Terms**

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. *Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination"*. The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

### **E. Alternate Bids and Approved Equals**

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

### **F. Appeal of Contract Awards**

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.



## **PART II CONTRACT ADMINISTRATION AND CONDITIONS**

### **A. Contract Document**

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services' website at the following link:

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

### **B. Independent Capacity**

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

### **C. Payments and Other Provisions**

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRS §8-509 (1): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

# Appendix A

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name:	Title:
Authorized Signature:	Date:

**Debarment, Performance, and Non-Collusion Certification**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name:	Title:
Authorized Signature:	Date:

## Appendix B

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES

**DETAILED SPECIFICATIONS & BID INSTRUCTIONS**

**RFQ # 18P19021200000000000243**

**2019 Fleet Vehicle Bid FOR MODEL YEAR 2019 OR 2020**

*Equivalent items may be bid, however all equivalent item bids **MUST** include documentation to prove equivalency. The final decision on equivalency will be determined by the requesting Department. Note-To maintain State Police fleet consistency, there will be **no** substitutes/equivalents allowed for any of the Ford Police Utility Interceptor specified vehicles.*

### **2019 BID INSTRUCTIONS**

The State of Maine is requesting bids for various vehicle types for the State of Maine Central Fleet Management, MaineDOT Fleet and State Police Fleet.

The State is seeking a two-consecutive model year contract for this bid. The awarded vendor, by item number, will accept orders with additional options, based on current Chromes invoice pricing at the time of the MA being issued. Projected delivery dates may affect the award on this bid. The State reserves the right to order more or less (depending on funding) and re-order as needed until the end of the model year cutoff date as shown on your bid response. Please indicate which item numbers will be for two model years

It is understood that all specifications are minimums. Approved equals may be considered. The State of Maine reserves the right to accept or reject any and all bids that do not meet specifications and award however is in the State's best interest.

The State also reserves the right to consider alternates and determine equivalency.

\* Additional cost for colors or other options may affect awarding of bids

## State Purchasing of Safer Alternatives:

The State of Maine shall continue its commitment to environmentally preferable procurement so as to purchase products and contract for services that have a reduced negative impact on human health and the natural environment in comparison to other products and services that serve similar purposes. To that end, the State shall carry on its efforts to seek ways to increase the acquisition of such products and services to the extent feasible, balancing price, performance, availability, and safety.

In carrying out this commitment, the Department of Administrative and Financial Services (DAFS), the Division of Procurement Services, and the Department of Transportation (DOT) in cooperation with other Executive branch agencies, shall avoid products and services that contain, use or release chemicals that are PBTs or carcinogens whenever safer alternatives are available, effective and affordable.

**MERCURY CONTENT:** Because of hazards posed to the environment, the State of Maine continues its efforts to phase out the purchase of all products manufactured with any components containing mercury. The State of Maine intends to purchase vehicles free of mercury such as, headlamps, convenience lighting switches and any other component. Best value consideration to be applied.

## **GENERAL VEHICLE SPECIFICATIONS**

Please read Bid Specifications carefully making sure to complete all requested information.

**ALL VEHICLES MUST BE NEW 2019 or 2020 MODEL YEAR.**

**DELIVERY: THE STATE OF MAINE IS EXPECTING DELIVERY OF VEHICLES WITH MINIMUM MILEAGE AND MAY BE A FACTOR IN THE AWARD.**

**STATE OF MAINE MOTOR VEHICLE FORMS:** Winning dealers must contact State of Maine Motor Vehicle Division and complete all required Motor Vehicle forms in order for us to register the vehicle(s). These forms need to be completed and submitted with the vehicle(s) upon delivery.

STATE OF MAINE INSPECTION STICKER: All vehicles delivered must have a current valid Maine State Inspection Sticker upon delivery.

Standard colors will be selected after bid is awarded, unless otherwise noted.

The cost of adding specialty equipment could affect the awarding of all bids.

Vehicles that have an airbag switch or are capable of installing an airbag switch without cutting into the airbag circuit, may affect the awarding of all bids.

Life cycle costing will affect awarding of all bids. Evaluations on fuel economy will be based on any/all vehicles published in the U.S. Dept. of Energy Fuel Economy Guide. (Passenger vehicles-highway rating; Pick-ups, Sport Utility vehicles and Vans-city rating). Figures will be calculated over 100,000 miles. The State may accept a larger engine than specified as long as EPA gas ratings shows a cost savings over the life of the vehicle. Manufactures must provide the lowest emission rated vehicle available to the State of Maine.

Must be California certified (if applicable to vehicles being bid)

Wherever full size spare is requested, tire and rim must match the standard tires provided with the vehicle (if available OEM). Style wheels with OEM spare tire will be accepted.

The State may accept vehicles without engine oil coolers if manufacturer does not offer this option.

Radios: Vehicles and/or equipment will have land mobile radio transmitters installed after delivery. Antennas may be mounted on the roof, trunk lid, fenders or glass. Transceivers will operate in the following bands 30 to 50 MHz, 150-162 MHz and 450-470 MHz. All vehicle electronic circuits including but not limited to ignition, clocks, AM/FM radio receivers, computers, emission controls, electronic fuel systems and components, ABS brakes, air bags, plow and sander controls, alternators and regulators shall be designed or modified to suppress, bypass or otherwise prevent interference from affecting the mobile two-way radio transceiver. Also, the vehicle's electronic equipment shall be unaffected by the radio frequency energy generated and radiated by the transmitter portion of installed transceivers. No vehicle system and/or accessory shall operate and/or fail to operate as a result of the activation of the radio transmitter in any manner which may constitute a safety hazard. Either before or after final acceptance any vehicle or equipment which does not meet these requirements may be rejected in whole or returned for correction at no cost. Radio receiver sensitivity is 0.30 micro volts for

12db of SINAD. The radio transmitter power output will be 60 watts RMS into a 50 Ohm antenna mounted on the vehicle. Testing of radio performance will be done per Motorola communication specification "Measuring Effective Sensitivity" method. MaineDOT Radio Communication Maintenance group will perform the testing and acceptance.

If pricing errors, etc. are present after the bid has been awarded, the Director of Procurement Services will make the final decision whether to adjust pricing or cancel the award and award to the next lowest bidder, whichever is in the best interest and best value to the State.

See specification checklists attached to the RFQ in Vendor Self Service (VSS) for individual models.

Please complete all specification check lists, **MUST LIST ALL FACTORY OPTION NUMBERS** for all items that are not standard equipment on base model bidding. A "check mark" or "X" will have the same meaning as standard equipment. Make note of all exceptions. Complete all parts as indicated giving unit price and making appropriate extensions. No factory installed equipment to be removed from vehicles.

**NEW-All Spec sheets must be returned in Microsoft Excel or Word format!**

All items that are dealer installed must be stated.

The following abbreviations may be used:

STD	Standard Equipment
N/A	Not Available
DI	Dealer Installed

Following these instructions is essential for proper bid evaluation. If a bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive. The award will be made on a best value basis to the vendor that either meets or most closely meets the specifications, while taking price and delivery into consideration.

Please state warrantee on product line:

MONTHS: \_\_\_\_\_ MILES: \_\_\_\_\_

Is roadside assistance part of fleet warranty? \_\_\_\_\_ YES \_\_\_\_\_ NO

Is there an additional charge for roadside assistance warranty?

\_\_\_\_\_ YES \_\_\_\_\_ NO If YES, Please state below:

\_\_\_\_\_  
\_\_\_\_\_

If some vehicles have a different warranty, please state on individual specification sheets.

PRICES WILL REMAIN FIRM UNTIL:

\_\_\_\_\_  
PLEASE GIVE DATE

BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

Responsible person submitting this bid

TEL: \_\_\_\_\_ FAX: \_\_\_\_\_



## Appendix C

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES

COST RESPONSE

RFQ # 18P19021200000000000243

### **2019 Fleet Vehicle Bid FOR MODEL YEAR 2019 OR 2020**

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

**Fill out required sections in this word document and the Excel spreadsheets. In Vendor Self Service (VSS) enter in the cost and delivery days. Attach Word document, Excel & Word specification spreadsheets, warranty and descriptive literature on the vehicles you are bidding, and submit your response.**

**REQUESTED RETURNED DOCUMENTS:**

- **Appendix A:** Bid Cover Page and Debarment Form (Pages 8 & 9 of this document)
- **Appendix E:** Municipality Political Subdivision and School District Participation Certification (Page 16 of this document)
- **Cost Response Specification Sheets, Excel or Word Format Only**
- **Warranty Information** (Page 14 of this document)

**NEW-All Excel & Word Spec sheets must be returned in Microsoft Excel or Word format!**

**Please include F.O.B. Destination shipping in your bid pricing!**

**Appendix D**

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION**

**RFQ # 18P19021200000000000243**

**2019 Fleet Vehicle Bid FOR MODEL YEAR 2019 OR 2020**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

\_\_\_\_\_ Yes

\_\_\_\_\_ Yes, with conditions as follows:

\_\_\_\_\_ No

**Name of Company:**

---

**Address:**

---

**Signature:**

---

**Date:**

---

**Appendix A**

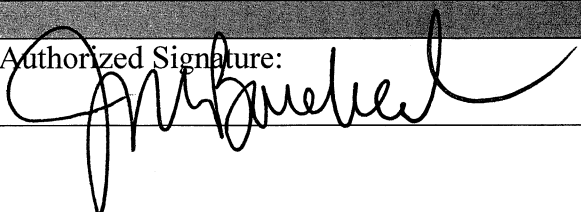
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: DARLING'S NISSAN		
Chief Executive - Name/Title: JAY DARLING		
Tel: 207-992-1740	Fax:	E-mail: JAYD@DARLINGS.COM
Headquarters Street Address: 96 PARKWAY SOUTH UNIT 1		
Headquarters City/State/Zip: BREWER, ME 04412		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: JESSICA BOUCHARD		
Tel: 207-992-1506	Fax: 207-941-1345	E-mail: JESSICA.BOUCARD@DARLINGS.COM
Street Address: 114 SYLVAN RD		
City/State/Zip: BANGOR, ME 04401		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: JESSICA BOUCHARD	Title: FLEET SALES
Authorized Signature: 	Date: 2/27/19

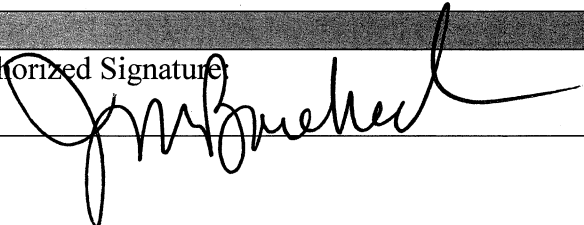
**Debarment, Performance, and Non-Collusion Certification**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: JESSICA BOUCHARD	Title: FLEET SALES
Authorized Signature: 	Date: 2/27/19

Please state warrantee on product line:

MONTHS: 3 yr MILES: 36k

Is roadside assistance part of fleet warranty?  YES  NO

Is there an additional charge for roadside assistance warranty?

YES  NO If YES, Please state below:

\_\_\_\_\_

If some vehicles have a different warranty, please state on individual specification sheets.

PRICES WILL REMAIN FIRM UNTIL:

end of model year for each model  
PLEASE GIVE DATE Date will vary. Nissan doesn't  
rollover prices.

BIDDER: Darling's Nissan DATE: 2/27/19

AUTHORIZED SIGNATURE: [Signature]  
Responsible person submitting this bid

TEL: 207-992-1586 FAX: 207-941-1345

Appendix D

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION

RFQ # 18P1902120000000000243

2019 Fleet Vehicle Bid FOR MODEL YEAR 2019 OR 2020

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes, with conditions as follows:

No

Name of Company:

Darling's Nissan

Address:

114 Sylvan Rd, Bangor, ME 04401

Signature:

*J. M. Forchuck*

Date:

2/27/19

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000020922	ITEM 1	DARLING'S INC	NISSAN		07000	2019 NISSAN SENTRA S (12019)	110-2 Item # 1 Compact Car, Four Door Sedan, Five Pass	ea	\$15,745.00	84
VC1000020922	ITEM 32	DARLING'S INC	NISSAN		07000	2019 NISSAN ROGUE S FWD (22119)	400-2 Item # 32 Compact Utility, Five Passenger, 4 Door, FWD, 4 Cylinder	ea	\$19,024.00	84
VC1000020922	ITEM 33	DARLING'S INC	NISSAN		07000	2019 NISSAN ROGUE S AWD (22019)	404-2 Item # 33 Compact Utility, Five Passenger, 4 Door, AWD, 4 Cylinder	ea	\$20,595.00	84
VC1000020922	ITEM 34	DARLING'S INC	NISSAN		07000	2019 NISSAN MURANO S AWD (23019)	420-2 Item # 34 Compact Utility, Five Passenger, 4 Door, AWD, 6 Cylinder	ea	\$26,318.00	84

<b>CLASS/SPEC#</b>	<b>110-2</b>	<b>Item #</b>	<b>1</b>
<b>GENERAL DESCRIPTION</b>	Compact Car, Four Door Sedan, Five Passenger, 4 Cylinder, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering Wheel		
<b>Option Code</b>	<b>SPECIFICATIONS</b>		
<b>STD</b>	AIR CONDITIONING		
<b>STD</b>	AUXILIARY POWER SOURCE		
<b>STD</b>	CRUISE CONTROL: Factory installed		
<b>STD</b>	DRIVE: Front Wheel		
<b>STD</b>	ENGINE: Minimum 1.4 Liter, Four Cylinder (minimum 124 horsepower)	State Liter Size Bid_____	
<b>L92</b>	FLOOR MATS: Carpeted, Front and Rear, (OEM if available)		
<b>STD</b>	MIRRORS: Dual Outside power mirrors,Inside Day/Night		
<b>STD</b>	POWER DOOR LOCKS and POWER WINDOWS		
<b>STD</b>	RADIO: AM/FM stereo, factory installed		
<b>STD</b>	REAR WINDOW DEFROSTER: Electrical, factory installed		
<b>STD</b>	SEATS: Cloth		
<b>STD</b>	TILT STEERING WHEEL:		
<b>STD</b>	TRANSMISSION: Automatic or CVT		
<b>15.1</b>	TRUNK VOLUME: Minimum 14 Cubic Feet		
<b>106.3"</b>	WHEEL BASE: Minimum 106.0"		

<b>Year</b>	<b>Make</b>	<b>Model</b>
<b>2019</b>	<b>NISSAN</b>	<b>SENTRA S (12019)</b>
<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>30</b>	<b>\$15,745</b>	<b>\$472,350</b>
<b>Bidder (Vendor)</b>	<b>Contact Person</b>	<b>Contact's Telephone</b>
<b>DARLING'S NISSAN</b>	<b>JESSICA BOUCHARD</b>	<b>207-992-1506</b>
Extra cost for Driver Adjustable LumbarSeat	<b>N/A</b>	



<b>CLASS/SPEC#</b>	<b>400-2</b>	<b>Item #</b>	<b>32</b>
<b>GENERAL DESCRIPTION</b>	Compact Utility, Five Passenger, 4 Door, 2 x 4, 4 Cylinder, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering Wheel, Front Wheel Drive		
<b>Option Code</b>	<b>SPECIFICATIONS</b>		
<b>STD</b>	AIR CONDITIONING		
<b>STD</b>	AUXILIARY POWER SOURCE		
<b>STD</b>	AXLE FRONT/REAR: Traction Control Required		
<b>STD</b>	BUMPER, REAR: factory installed		
<b>STD</b>	CENTER CONSOLE		
<b>STD</b>	CRUISE CONTROL: Factory installed		
<b>STD</b>	DRIVE: Front Wheel Drive		
<b>N/A</b>	ENGINE BLOCK HEATER: factory installed		
<b>X</b>	ENGINE: 4-Cylinder (Minimum 1.5 Liter & 178 Horsepov <b>170HP</b> PLEASE STATE LITER SIZE BIDDING: <b>2.5L 4 CYL</b>		
<b>STD</b>	FLOOR MATS: front and rear, OEM		
<b>X</b>	FUEL CAPACITY: Minimum 15.0 Gallons <b>14.5 GALLONS</b>		
<b>STD</b>	GAUGES: Fuel, Oil Pressure, Temperature and Volt		
<b>STD</b>	GVWR: Minimum 4600 lbs.		
<b>STD</b>	MIRRORS: Dual Outside, Power, Minimum 4" x 6"		
<b>STD</b>	RADIO: AM/FM, factory installed <b>WITH BLUETOOTH AND SATELLITE RADIO</b>		
<b>STD</b>	REAR WINDOW DEFROSTER: Electric, Factory Installed		
<b>STD</b>	SEATS: Front Buckets with Center Console, Rear Bench, Cloth or Cloth/Vinyl		
<b>STD</b>	TILT STEERING WHEEL:		
<b>STD</b>	TIRE, SPARE: Full Size OEM, Mounted Under Vehicle (if available)		<b>MINI SPARE ONLY</b>
<b>STD</b>	TIRES: Minimum P235/70R16 All Season		<b>P225/65R17 A/S</b>
<b>STD</b>	TRANSMISSION: Automatic		
<b>STD</b>	WHEEL BASE: Minimum 105.7		
<b>STD</b>	WHEEL COVERS, OEM		
<b>STD</b>	WIPERS: Front-Intermittent; Rear-with Washer		

<b>Year</b>	<b>Make</b>	<b>Model</b>
<b>2019</b>	<b>NISSAN</b>	<b>ROGUE S FWD (22119)</b>
<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>7</b>	<b>\$19,024</b>	<b>\$133,168</b>
<b>Bidder (Vendor)</b>	<b>Contact Person</b>	<b>Contact's Telephone</b>
<b>DARLING'S NISSAN</b>	<b>JESSICA BOUCHARD</b>	<b>207-992-1506</b>

**FINAL ORDERS DUE MARCH 31, 2019**

<b>CLASS/SPEC#</b>	<b>404-2</b>	<b>Item #</b>	<b>33</b>
<b>GENERAL DESCRIPTION</b>	Compact Utility, Five Passenger, 4 Door, 4 x 4 or AWD, 4 Cylinder, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering Wheel		
<b>Option Code</b>	<b>SPECIFICATIONS</b>		
<b>STD</b>	AIR CONDITIONING		
<b>STD</b>	AUXILIARY POWER SOURCE		
<b>STD</b>	AXLE: TRACTION CONTROL		
<b>STD</b>	CRUISE CONTROL: factory installed		
<b>STD</b>	DRIVE: 4WD OR ALL WHEEL DRIVE		
<b>STD</b>	ENGINE: 4-Cylinder (1.5 - 2.5 Liter)	PLEASE STATE LITER SIZE BIDDING: <b>2.5L 4 CYL</b>	
<b>L92</b>	FLOOR MATS: front and rear, OEM		
<b>X</b>	FUEL CAPACITY: Minimum 14.5 Gallons	<b>14.5 GALLONS</b>	
<b>STD</b>	GVWR: Minimum 4630 lbs.		
<b>STD</b>	MIRRORS: Dual Outside, Power		
<b>STD</b>	RADIO: AM/FM, factory installed	<b>WITH BLUETOOTH AND SATELLITE RADIO</b>	
<b>STD</b>	REAR WINDOW DEFROSTER: Electric, factory installed		
<b>STD</b>	SEATS: Front Buckets with Center Console & Rear Bench, Cloth or Cloth/Vinyl		
<b>STD</b>	TILT STEERING WHEEL:		
<b>STD</b>	TIRE, SPARE:		
<b>STD</b>	TIRES: Minimum P235/70R16 All Season		
<b>STD</b>	TRANSMISSION: Automatic (6-speed minimum)		
<b>106.5"</b>	WHEEL BASE: Minimum 105.0		
<b>STD</b>	WIPER, REAR: with Washer		

Year	Make	Model
<b>2019</b>	<b>NISSAN</b>	<b>ROGUE S AWD (22019)</b>
Quantity	Unit Cost	Total Cost
<b>5</b>	<b>\$20,595</b>	<b>\$102,975</b>
Bidder (Vendor)	Contact Person	Contact's Telephone
<b>DARLING'S NISSAN</b>	<b>JESSICA BOUCHARD</b>	<b>207-992-1506</b>

**FINAL ORDER DUE DATE MARCH 31, 2019**

<b>CLASS/SPEC#</b>	<b>420-2</b>	<b>Item #</b>	<b>34</b>
<b>GENERAL DESCRIPTION</b>	Compact Utility, Minimum Five Passenger (7-passenger) 4 Door, 4 x 4 or AWD, 6 Cylinder, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering Wheel		
<b>Option Code</b>	<b>SPECIFICATIONS</b>		
<b>STD</b>	AIR CONDITIONING		
<b>STD</b>	AUXILIARY POWER SOURCE		
<b>STD</b>	AXLES: Traction Control or Traction Lock		
<b>STD</b>	CRUISE CONTROL: Factory Installed		
<b>STD</b>	DRIVE: 4WD or AWD		
<b>N/A</b>	ENGINE BLOCK HEATER: OEM (if available)		
<b>STD</b>	ENGINE: 3.5 - 4.0 Liter, 6 Cylinder	PLEASE STATE LITER SIZE BIDDING: <b>3.5L V6</b>	
<b>L92</b>	FLOOR MATS: front and rear, OEM		
<b>STD</b>	GAUGES: Fuel, Oil Pressure, Temperature and Volt		
<b>STD</b>	GVWR: Minimum 5,280		
<b>STD</b>	MIRRORS: Dual Outside, Power		
<b>STD</b>	POWER DOOR LOCKS and POWER WINDOWS		
<b>STD</b>	RADIO: AM/FM, factory installed	<b>INCLUDES BLUETOOTH AND SIRIUS RADIO</b>	
<b>STD</b>	REAR WINDOW DEFROSTER: Electric, factory installed		
<b>STD</b>	SEATS: Front Buckets with Center Console, Rear Bench, Cloth or Cloth/Vinyl		
<b>N/A</b>	SKID PLATES: Factory Installed (if available)		
<b>STD</b>	STEERING: Tilt Wheel or Telescopic		
<b>STD</b>	TIRE, SPARE: Full Size OEM, Mounted Under Vehicle (if available, will accept Mini)		
<b>STD</b>	TIRES: Minimum 17 inch/All Season, List Tire Size	<b>P235/65R18 A/S</b>	
<b>N/A</b>	TOWING PACKAGE: Minimum of 5,000 lbs Factory installed, receiver hitch,4-flat wiring.		
<b>STD</b>	TRANSMISSION: Automatic (6-speed minimum)		
<b>111.2</b>	WHEEL BASE: Minimum 111.2"		
<b>STD</b>	WIPERS: Front-Intermittent; Rear with Washer		

Year	Make	Model
<b>2019</b>	<b>NISSAN</b>	<b>MURANO S AWD (23019)</b>
Quantity	Unit Cost	Total Cost
<b>2</b>	<b>\$26,318</b>	<b>\$52,636</b>
Bidder (Vendor)	Contact Person	Contact's Telephone
<b>DARLING'S NISSAN</b>	<b>JESSICA BOUCHARD</b>	<b>207-992-1506</b>