

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 03/14/18**Expiration Date:** 05/31/19**Master Agreement Description:** 2018 Vehicle Award - OConnor**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
 17A TRANSPORTATION
 17D MOTOR TRANSPORT

Vendor Information**Vendor Line #:** 1**Vendor ID**

VC1000069483

Vendor Name

O'CONNOR GMC INC

Alias/DBA**Vendor Address Information**

187 RIVERSIDE DR

AUGUSTA, ME 04330

US

Vendor Contact Information

John Mynahan

622-3191 ext.

john.mynahan@oconnorwheels.com

Commodity Information

Vendor Line #: 1

Vendor Name: O'CONNOR GMC INC

Commodity Line #: 1

Commodity Code: 07000

Commodity Description: 2018 Vehicle Award - OConnor

Commodity Specifications:

Commodity Extended Description: As per the specifications attached and made part of this MA

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 90	Free on Board FOB Dest, Freight Prepaid	
Contract Amount \$0.00	Service Start Date	Service End Date
Catalog Name OConnor	Discount 0.0000 %	
	Discount Start Date 03/14/18	Discount End Date 05/31/19

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUF ACTURE D NAME	MANUFA CTURER PART	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000069483	ITEM 7	OCONNOR GMC			07000	117-PS 2019 Chevrolet 1ZC69 Malibu LS W/AL9	N/A	ea	\$17,705.00	90
VC1000069483	ITEM 61	OCONNOR GMC			07000	352-3 2019 GMC TG23405	N/A	ea	\$24,752.50	90
VC1000069483	ITEM 65	OCONNOR GMC			07000	441-4G 2019 GMC TK15706	N/A	ea	\$48,897.00	90

CLASS/SPEC#		117-PS	Item #	87
GENERAL DESCRIPTION		Mid Size, Four Door Sedan, Five Passenger, 4 Cylinder, Minimum 4 Speed Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering Wheel		
Option Code	SPECIFICATIONS			
X	AIR CONDITIONING			
X	AUXILIARY POWER SOURCE			
X	CARGO AREA: Minimum 13.5 Cubic Feet of Trunk	15.3		
X	CRUISE CONTROL: Factory installed			
X	DRIVE: Front Wheel			
LVF	ENGINE: Four Cylinder Minimum Horsepower 160	PLEASE STATE LITER SIZE BIDDING: _____	1.5 TURBO	
X	FLOOR MATS: Carpeted, Front and Rear, OEM			
X	MIRRORS: Dual Outside power mirrors, Inside Day/Night			
X	POWER DOOR LOCKS and POWER WINDOWS			
X	RADIO: AM/FM stereo, factory installed			
X	REAR WINDOW DEFROSTER: Electrical, factory installed			
X	SEATS: Cloth, minimum of 6 way power with lumbar adjustment			
X	STEERING: Power with Tilt Wheel			
X	TRANSMISSION: Automatic			
X	WHEEL BASE: Minimum 106.3"			
X	WIPERS: Intermittent			

Year	Make	Model
2018	CHEVROLET	1ZC69 MALIBU LS W/AL9
Quantity	Unit Cost	Total Cost
	\$17,705	
Bidder (Vendor)	Contact Person	Contact's Telephone
OCONNOR MOTORS	JOHN MYNAHAN	592 0105
Extra cost for Driver Adjustable LumbarSeat	INCLUDED IN THIS SPE	

CLASS/SPEC#	352-3	Item #	61
GENERAL DESCRIPTION	Full Size Van, Cargo, 8 Cylinder, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering		
Option Code	SPECIFICATIONS		
x	AIR CONDITIONING & HEATER: AC Front Only, Dual Heater, Front and Rear, Factory Installed		
x	AXLE: Standard Axle Ratio with Traction Lock or Traction Control		
x	AUXILIARY POWER SOURCE		
x	BATTERY: Heavy duty, highest CCA and reserve time available		
x	CARGO DIVIDER WITH DOOR: Must allow for Maximum Seat Adjustments, Safety, Visibility MAKE AND MODEL OF DIVIDER & PRICE :_ADRIAN STEEL SIM2HC2FSV \$665.00_PRICE IS INCLUDED IN NET BID		
ZQ3	CRUISE CONTROL: Factory Installed	Remove from Bid	\$665
X	DOORS, REAR: Swing-Out with Windows		
ZW3/A19	DOORS, SIDE: 2 Swing-out Hinged Side Doors with Windows		
V10	ENGINE BLOCK HEATER: factory installed		
X	ENGINE COOLER: Heavy Duty, factory installed		
LV1	ENGINE: Minimum 3.6 Liter, V-6	PLEASE STATE LITER SIZE BIDDING: _____	4.3
X	FLOOR: Rubber Mat Throughout, factory installed		
X	FUEL CAPACITY: Minimum 30 Gallons		
X	GAUGES: Fuel, Amp, Temperature and Oil		
X	GLASS: Tinted		
X	GVWR: 8600 - 9900 lbs.		
X	LIGHTS: Dome-Front and Rear, factory installed		
X	LOCKS: Power		
X	MIRRORS: Outside, Low Mount Swing Lock, 8" x 5" Minimum, Inside Day/Night, 10" Minimum Width		
X	RADIO: AM/FM, with Clock, factory installed		
X	SEATS: Vinyl		
X	STEERING: Power with Tilt Wheel		
X	TIRE, SPARE: Full Size on Matching Rim, Mounted Inside or Under Rear of Vehicle		
X	TIRES: Minimum LT225/75R16E, All Season Radials, BSW		
Z82	TOWING PACKAGE: Factory installed to include drop receiver hitch & 7 pin wiring harness		
X	TRANSMISSION COOLER: Heavy Duty, factory installed		
X	TRANSMISSION: Automatic		
X	WHEEL BASE: 135" - 138"		

Year	Make	Model
2018	GMC	TG23405
Quantity	Unit Cost	Total Cost
23464	\$22,496	
Bidder (Vendor)	Contact Person	Contact's Telephone
OCONNOR MOTORS	JOHN MYNAHAN	2075920105

CLASS/SPEC#		441-4G	Item #	65
GENERAL DESCRIPTION		2018 or 2019 new GMC Yukon SLT or Chevrolet Tahoe LT: Vendor to spec as attached PDF options from Chromes and to provide detail options from the manufacturer on vehicle bidding		
Option Code	SPECIFICATIONS			
X	AIR CONDITIONING			
X	AUXILIARY POWER SOURCE			
GU6	AXLE REAR: Traction Control, minimum 3.31 Ratio Please state axle ratio bidding_ 3.42			
X	BRAKES: 4 Wheel ABS			
X	BUMPER, FRONT: factory installed			
X	BUMPER, REAR: factory installed			
X	CRUISE CONTROL: factory installed			
X	REARVIEW CAMERA SYSTEM: factory installed			
X	COLOR: Exterior Black			
X	DOOR LOCKS: Power			
K05	ENGINE BLOCK HEATER (factory installed)			
L83	ENGINE: 5.3 - 5.7 Liter, V-8 PLEASE STATE LITER SIZE BIDDING:___ 5.3			
X	FOG LIGHTS: Factory Installed			
X	FUEL CAPACITY: Minimum 26 Gallons			
X	GAUGES: Fuel, Oil Pressure, Temperature and Volt			
XX	GLASS: Tinted			
X	GVWR: 7300 Minimum lbs.			
X	LIFTGATE; Rear power -operated			
X	MIRRORS: Dual Outside Heated, Power folding with memory function INSIDE auto-dimming rearview			
X	RADIO: AM/FM, factory installed			
X	REAR WINDOW DEFROSTER: Electric, factory installed			
ATN	SEATS: Front Buckets, memory activated; 2nd Row Buckets w/power seat release; 3rd Row Split Bench (Minimum 7-passenger)			
NA	SKID PLATES: factory installed			
X	STEERING: Power with tilt wheel, memory activated			
X	TIRE, SPARE: Full Size, OEM			
X	TIRES: BIDDER MUST STATE SIZE AND LOAD RANGE, 18" All season			
X	TOWING PACKAGE: Factory installed (to include drop receiver hitch & 7 pin wiring harness if available)			
X	TRANSMISSION: Automatic			
X	WHEEL BASE: 116" minimum			
X	WIPERS: Front-Intermittent; Rear with washer			

Year	Make	Model
2018	GMC	TK15706
Quantity	Unit Cost	Total Cost
1	48897	48897
Bidder (Vendor)	Contact Person	Contact's Telephone
OCONNOR GMC	JOHN MYNAHAN	2075920105

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

RFQ # 18P 1802060000000000425

2018 Vehicle Fleet Bid FOR MODEL YEAR 2018 OR 2019

Quotations/Responses Due: 5/20/18 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 Purchases ("Division") is acting on behalf of 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

A. 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

B. 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
- Appendix B: Detailed Specifications
- Appendix C: Cost Response
- Appendix D: Municipality Participation

C. 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 two renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

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

Period	Start Date	End Date
Initial Period of Performance	3/7/18	3/6/19
Renewal Period #1	3/7/19	3/6/20

*
please note: this bid is for just under 1 year only
GM is not currently offering multi year contracts

D. Submitting a Quotation

1. **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.
2. **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>.
3. **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.
4. **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.
5. **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 aids 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.
6. **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.

E. General Instructions

1. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
2. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
3. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
4. 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.

5. 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.

F. Quotation Evaluation and Selection

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

1. 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 may be a factor in the award.
2. The State reserves the right to not make an award to the low-cost bidder when the bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.
3. 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.
4. 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.
5. 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.
6. **Maine Business Consideration for commodities or services valued at \$50,000 or more**
 - i) Award will be made to Maine Businesses who propose a cost within 5% of the low cost bid submitted by a non-Maine Business, if they have an equivalent specification. Best value considerations may affect the outcome of the bid evaluation.
 - ii) Equivalent specification means that bids being considered meet or exceed specifications provided in the RFQ document including any best value considerations, or are equal in specification as described above in section c.
 - iii) **Definition of a Maine Business**
 - (1) A Maine business is one that can certify and show proof of each of the following:
 - (a) Physical location within the borders of Maine

- (b) Employment of at least one Maine resident
- (c) Subject to State of Maine taxes such as the following:
 - (i) Business Income, or Corporate Income
 - (ii) Property
 - (iii) Employment – Unemployment, worker’s compensation
- iv) Bidders, who want to be considered a Maine Business for evaluation and award purposes, must certify by their signature on the Proposal Cover page that they meet the definition of a Maine Business. Upon the award of a contract on the basis of this consideration, additional proof may be required from an awarded Maine Business.
- v) The use of this information in making contract award decisions is required in accordance with Executive Order 2017-003, which states “Evaluators of competitive bids for goods and services shall give consideration to the investment in the State by business enterprises as a best-value criterion. Consideration for Maine business enterprises may result in low cost or top scoring bids not being considered as the best-value for the State of Maine.”

G. 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.).

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 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 Business Management 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 Business Management, 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

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, based on 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 preclude sellers from imposing a surcharge on credit or debit card purchases (text follows):

"9-A MRSA §8-303 (2): 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: <u>RANDALL B. HUTCHINS</u>		
Tel: <u>207 592 0105</u>	Fax: <u>207 627 0755</u>	E-mail: <u>John.Mynatt@maine.gov</u>
Headquarters Street Address: <u>187 RIVERSIDE DR.</u>		
Headquarters City/State/Zip: <u>AUGUSTA, ME 04770</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <u>JOHN MYNATT</u>		
Tel: <u>207 592 0105</u>	Fax: <u>207 627 0755</u>	E-mail: <u>John.Mynatt@maine.gov</u>
Street Address: <u>187 RIVERSIDE DR.</u>		
City/State/Zip: <u>AUGUSTA, ME 04770</u>		

Are you a Maine Business as defined in this RFQ under RFQ Requirements, Section 6. Quotation Evaluation and Selection?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and
- 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; and
- 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; and
- 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: <u>John Mynatt</u>	Title: <u>fleet sales MGR.</u>
Authorized Signature: 	Date: <u>2-20-18</u>

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: <i>John Myrland</i>	Title: <i>Fleet Sales Mgr.</i>
Authorized Signature: <i>[Signature]</i>	Date: <i>2/20/14</i>

Appendix B

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

DETAILED SPECIFICATIONS

RFQ # 18P 1802060000000000425

2018 Vehicle Fleet Bid FOR MODEL YEAR 2018 OR 2019

2018 BID INSTRUCTIONS

Requesting bids for vehicles, 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

Lead free wheel weights: to help reduce the negative impact on human health and the natural environment we require that all vehicles purchased on this order be delivered with lead free wheel weights.

I. 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 Purchases, 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.

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.

GENERAL VEHICLE SPECIFICATIONS

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

ALL VEHICLES MUST BE NEW 2018 or 2019 MODEL YEAR.

Please complete all check lists, MUST LIST ALL FACTORY OPTION NUMBERS for all items that are not standard equipment on base model bidding. A check mark 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.

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.”

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 published 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)

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.

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.

Radio interference suppression measures and devices shall be incorporated into all vehicles so that interference generated does not exceed the limits established in SAE Standard J-551 and military standards.

If pricing errors, etc. are present after the bid has been awarded, the Director of Procurement Services will make the final decision. All decisions regarding specifications will be made by the Director.

Please state warrantee on product line:

MONTHS: 36 MILES: 36,000

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:

Fleet order cutoff or Bidout -
PLEASE GIVE DATE

BIDDER: O'Connor Motors DATE: 2/20/18

AUTHORIZED SIGNATURE: John Myler John Myler
Responsible person submitting this bid

TEL: 207-592-0105 FAX: 207-623-0755

See Attached Specifications

Appendix C

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

COST RESPONSE

RFQ # 18P 1802060000000000425

2018 Vehicle Fleet Bid FOR MODEL YEAR 2018 OR 2019

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 spreadsheets, warrants, and descriptive literature on the vehicles you are bidding, and submit your response.

Appendix D

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

Municipality Political Subdivision and School District
Participation Certification

RFQ # 18P 1802060000000000425

2018 Vehicle Fleet Bid FOR MODEL YEAR 2018 OR 2019

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:

O'CONNOR Motors

Address:

187 Riverside Dr. Augusta, Me 04330

Signature:

Jale Nye

Date:

2/20/18