

Request No:
RFQ DCS 970325

REQUEST FOR QUALIFICATIONS

RETURN RESPONSE TO:

Direct Inquiries to:
Call Center
State Fleet Management Program
1001 E. 62nd Avenue
Room A-18
Denver, Colorado 80216
Phone: (303) 866-5566
1-800-356-3846
Fax: (303) 866-5580

Division of Central Services
State Fleet Management Program
1001 E. 62nd Avenue
Room A-18
Denver, Colorado 80216
Phone: (303) 866-5566
1-800-356-3846
Fax: (303) 866-5580



REQUEST RETURN INFORMATION: Requests for Qualifications (RFQ) should be submitted to the Division of Central Services, State Fleet Management Program, 1001 E. 62nd Avenue Room A-18, Denver 80216. Responses are subject to the stipulated Terms and Conditions and the requirements set forth in this RFQ.

Complete Description of Services

The Division of Central Services State Fleet Management Program (SFM) seeks vehicle maintenance and repair services for the State's fleet vehicles. SFM manages all light duty State-owned motor vehicles pursuant to State law. SFM leases vehicles to using agencies, while SFM oversees and authorizes all maintenance and repair. Currently, the State of Colorado's fleet consists of approximately 6,000 vehicles including passenger cars, vans, sport utility vehicles, and pickup trucks. Other types of vehicles may also be included.

From this RFQ, SFM will develop a list of awarded vehicle repair & fuel supply facilities statewide to which it will refer state employees with fleet vehicles that are in need of repair or maintenance. On a monthly basis, SFM authorizes an average of \$600,000 for repairs and maintenance, however, SFM does not guarantee the amount of business that may result from this RFQ. In the event that a State vehicle is in need of repair or maintenance, awarded vehicle repair facilities in the proximate area of the vehicle may be contacted, and SFM will authorize repair or maintenance. SFM will direct State drivers to repair facilities in the area, giving preference to those with the lowest prices. This packet includes:

- 1) RFQ signature page, which must be signed and returned
- 2) RFQ statement of work
- 3) Vendor Response form which must be returned
- 4) W-9 form, which must be signed and returned
- 5) Terms and Conditions (**Special Provisions**) for doing business with the State of Colorado, Initialed and returned

Please Note: A separate response form must be filled out for each FEIN number and/or each business location.

State Fleet Management invites you to review this packet and respond according to your interest. SFM intends to issue awards to vehicle repair & fuel supply facilities agreeing to the terms of this RFQ. For all supplies and services covered under any current State Price Agreement between the State of Colorado and your company the terms and conditions of the Price Agreement apply and supersede any conflicting terms and conditions in this RFQ. Vendor must notify SFM when business is sold/transferred.

Signature below verifies vendor response form and all attachments. All responses to this RFQ must be signed below to be accepted. Please make a copy of this RFQ and retain for your records.

This response to RFQ is subject to Terms and Conditions herein.

Typed or print name here

Hand written signature of vendor or agent - Must be signed in ink

Business Name: _____ Date: _____

Address: _____ Telephone: _____

REQUEST FOR QUALIFICATIONS -- STATEMENT OF WORK

State Plan and Background:

SFM has developed an in-house authorization service, as part of the Colorado Automotive Reporting System (CARS). Operating this in-house authorization service requires SFM to have a vendor base of awarded vehicle maintenance repair and fuel supply facilities. SFM will direct state employees whose fleet vehicles are in need of maintenance repair or fuel to these awarded facilities. Therefore, SFM is using this RFQ to build a base of awarded vehicle maintenance repair and fuel facilities for the repair/fueling of state fleet vehicles.

When a state employee using a SFM vehicle becomes aware that the vehicle is in need of repair or maintenance, the employee will call a special number at SFM. An SFM representative will direct the employee to the nearest repair facility and discuss the nature of the repair. When the state employee arrives at a vehicle repair facility, that facility will be required to call SFM for authorization for repair or maintenance and will be issued an authorization number. All vehicles will be identified as state fleet vehicles by verification of license and or vehicle identification number (VIN) number.

All repairs must be pre-authorized by State Fleet Management Call Center 1-800-356-3846 or 303-866-5566. SFM telephone authorization service plans to operate from 7:00 a.m. through 5:00 p.m. Monday through Friday. We are closed weekends and holidays.

For CSP and CBI vehicles, call the **CSP Call Center** 1-888-737-9423 or 303-273-1672; Hours 7:30 a.m. to 5:00 p.m. Monday through Friday. Also open minor holidays.

SFM seeks responses for this RFQ from vehicle repair facilities that perform general repairs. SFM also seeks responses from specialty shops. Specialty shops, for the purposes of this RFQ, are those shops that specialize in one of the following areas: 1) radiator repair and service, 2) transmission repair and service, 3) wheel alignments 4) car wash 5) glass repair/replace and 6) fuel supply. All facilities that perform general repairs and specialty shops are required to respond to questions 1-28, as applicable, on the Vendor Response Form. **SFM encourages the use of our fuel credit card for fuel purchases.**

Facility Requirements:

- All responding vehicle repair facilities must have adequate personnel trained in and capable of properly servicing and repairing State fleet vehicles. Any work performed on state vehicles will be by fully trained mechanics and/or by mechanic apprentices whose work is supervised and subject to approval by a fully trained mechanic. Certified mechanics are preferable.
- All responding vehicle repair facilities must have the capability of accepting repair authorizations by telephone from SFM.
- All responding vehicle repair facilities will conform to all applicable State and Federal laws regarding motor vehicle repair (such as the Motor Vehicle Repair Act), service operations and personal safety. In addition, all environmental impact rules and regulations will be adhered to such as waste containment and disposal.

Invoicing Requirements:

- Awarded facilities must bill SFM by the 25th day of each month, **including invoices on CSP & CBI vehicles**. Net 30 days.
- Vendors are responsible for mailing invoices to: State Fleet Management
1001 E. 62 Avenue
Room A-18
Denver Co. 80216
- Invoices are also accepted electronically via email.

- Awarded facilities must include on each invoice the following information:
 - 1) Business name and address
 - 2) Date
 - 3) Telephone and fax (if available), with area code
 - 4) Authorization number issued by SFM at the time authorization is given (fuel only excluded)
 - 5) State license plate number
 - 6) Vehicle identification number (vin) (fuel only excluded)
 - 7) Vehicle odometer reading (no tenths)
 - 8) Vehicle year, make and model (fuel only excluded)
 - 9) Parts and labor separated by type of repair (fuel only excluded)

- Awarded facilities will have the ability to provide all work orders, invoices, and other necessary information as deemed necessary to SFM. Invoices will be mailed to SFM at anytime during the month but no less than once per month. SFM will then process payment upon receipt of invoice provided the awarded facilities obtained pre-authorization by SFM, met the invoicing requirements, performed the work, complied with the terms and conditions, and the charges are reasonable and necessary . Any disagreements or discrepancies in billing will be resolved per invoice at the time of invoice review.

- **SFM will retain the right to refuse any invoice if cost is unreasonable or if prior authorization requirements were not met.**

Inspections:

SFM reserves the right to inspect vehicle repair facilities for adequate personnel trained in and capable of properly servicing and repairing vehicles, and for such items as proper and adequate tools, equipment, facilities, shop manuals, and other commonly found items used in facilities for the repair and maintenance of vehicles.

Insurance Requirements:

- All facilities must obtain, and maintain at all times during the term of award, insurance in the following kinds and amounts:
 - A **Workers' Compensation and Employer Liability** as required by State statute, including occupational disease; covering all employees on or off the work site, acting within the course and scope of their employment.
 - B **Commercial General Liability Insurance** - with minimum limits as follows:
 - \$1,000,000 each occurrence;
 - \$1,000,000 general aggregate.
 - C **Commercial Automobile Liability Insurance** – The Automobile Liability Insurance must cover any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
 - D **Garage Keepers Liability** – The Garage Keepers Liability Insurance must have a minimum of \$500,000 per occurrence.
 - E The State of Colorado shall be named as an additional insured on general liability policy.
 - F The policy shall include provisions preventing cancellation without 30 calendar days prior notice to the vendor. Vendor must provide notice to State within 7 days of receipt of notice.
 - G Vendor must provide certificates of insurance evidencing coverage to the State.
 - H Vendor shall provide such other insurance as may be required by law.

Right to Terminate:

SFM reserves the right to terminate an award for cause at any time with 10 days written notice to the facility. Notice will be sent to the business address listed on the Vendor Response Form, to the attention of the Service Manager.

Tax Exempt:

The State of Colorado is exempt from federal, state, property and/or local tax assessment, and therefore, taxes shall not be charged to or paid by the State. **State Tax ID Number is 98-02565.**

Response Document Requirements. These items must be returned for proper evaluation. No awards will be made without the following documents:

- 1) A **signed** RFQ signature page
- 2) Vendor Response form (2 pages)
- 3) A completed and **signed** W-9 form
- 4) Special Provisions (2 pages)

Evaluation:

Evaluation will be based upon the vehicle repair facility meeting the minimum requirements as set forth in this RFQ. All vehicle repair & fuel supply facilities must meet the minimum requirements set forth in this RFQ. Those facilities with lower overall charges will be given preference in their area. Those who do not meet the minimum requirements are subject to disqualification. Failure to include all required response document requirements also may result in disqualification.

All Qualified Responses to Receive State Award:

All qualified responses will receive a State award for vehicle maintenance, repair & fuel. This award entitles the facility to do business with the State of Colorado for vehicle repair, maintenance and fuel supply under the terms of this Request for Qualification. By making an award to a facility pursuant to this RFQ, SFM makes no guarantee as to volume of business to any facility generated by repair and maintenance performed on state vehicles.

All Qualified Responses that receive a State Award must be properly registered with the Secretary of State. See web site www.sos.state.co.us for requirements.

PLEASE DO NOT SUBMIT AN OFFER UNLESS YOU PLAN TO HONOR THESE RATES FOR THE ENTIRE PERIOD OF THIS BINDING AGREEMENT ACCORDING TO THE RFQ TERMS AND CONDITIONS.

Please read and Initial Special Provisions on following page.

Initials _____

SPECIAL PROVISIONS

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
- 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.
- 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract

Initials _____

with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

The website for the latest copy of the State of Colorado's Special Provisions is as follows:

<http://www.colorado.gov/dpa/dfp/sco/contracts.htm>

VENDOR RESPONSE FORM
RFQ No. DCS 970325

1. Business or DBA Name: _____ Service Manager: _____

This business is:

- Independent
 Dealer
 Franchise
 Other(Specify) _____

2. Facility Address: _____

City/State/Zip: _____

3. Phone () _____ - _____ Fax () _____ - _____

E-mail address (if available): _____

4. Company Address: _____

City/State/Zip: _____
(if different from above)

5. Phone () _____ - _____ Fax () _____ - _____

E-mail address (if available): _____

6. FEIN (Federal Employer ID Number): _____

Colorado Sales Tax License Number: _____

7. Please check all that describe the type of service your shop provides:

- | | |
|---|---|
| <input type="checkbox"/> Alignment | <input type="checkbox"/> Auto Body |
| <input type="checkbox"/> Car Wash | <input type="checkbox"/> Fuel |
| <input type="checkbox"/> Glass Repair/Replace | <input type="checkbox"/> General Repair |
| <input type="checkbox"/> Quick Lube | <input type="checkbox"/> Radiator |
| <input type="checkbox"/> Tires | <input type="checkbox"/> Transmission |

8. Days and Hours of Operation: _____
(Example M-F 8:00-5:00, Sat - 10:00-5:00, Closed Sun.)

9. Are appointments necessary? ___Yes ___No

10. Is owner generally available during business hours? ___Yes ___No

11. If not, who can be consulted in his/her absence? _____

12. Number of years in business: _____ Year(s)

13. Number of certified mechanics: _____

Type of Certification: ASE _____ Other: _____

14. Member of Better Business Bureau, or any other consumer related organization?

Please list: _____

15. What type of warranty policy do you have available?

Parts: _____ Labor: _____

16. What percentage discount is available on your labor charge? _____

17. What percentage discount is available on retail or list parts price? _____

18. What brand(s) of parts is/are typically used in repairs?

Check those that apply: ___ Remanufactured ___ OEM ___ New/Aftermarket

19. Do you receive OEM recall notices or technical bulletins for vehicle repairs? ___ Yes ___ No

20. Is this facility authorized to perform warranty repairs for manufacturers? ___ Yes ___ No

If yes, for which vehicle manufacturers? _____

21. Does your facility have a secure area where state vehicles will be kept while being repaired? ___

22. Is this facility authorized for Colorado State Emissions repairs? ___ Yes ___ No

License Number: _____

23. List any additional fees for:

a. Shop Supplies (\$10.00 Maximum): _____

b. Environmental/Tire Disposal: _____

c. Hazardous Material Disposal: _____

d. Other: _____

24. Is towing service available? ___ Yes ___ No

List your hook-up charge and rate per mile: Hook-up Charge: _____ Rate Per Mile: _____

25. What is your Flat Rate charge _____ (Labor charge per hour before any discount)

Any maintenance or repair MUST have PRIOR authorization from State Fleet Management.

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN) VERIFICATION

PRINT OR TYPE

1 Legal Name (OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SOCIAL SECURITY ADMINISTRATION RECORDS)
DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE - See Reverse for Important Information

RETURN TO ADDRESS BELOW

STATE OF COLORADO
State Fleet Management
1001 E 62nd Ave #A-18
Denver CO 80216

FAX 303-866-5511

2 Trade Name COMPLETE ONLY IF DOING BUSINESS AS (D/B/A)

3 Remit Address

Purchase Order Address - Optional

PART II See Part II Instructions on Back of Form

Check legal entity type and enter 9 digit Taxpayer Identification Number (TIN) below:
(SSN = Social Security Number EIN = Employer Identification Number)

Do Not enter an SSN or EIN that was not assigned to the legal name entered above.

Individual (Individual's SSN) _____
NOTE: If no name is circled on a Joint Account when there is more than one name, the number will be considered to be that of the first name listed.

Sole Proprietorship (Owner's SSN or Business FEIN) SSN _____
NOTE: Enter both the owner's SSN and the business EIN (if you are required to have one) EIN _____

Partnership General Limited (Partnership's EIN) _____

Estate / Trust (Legal Entity's EIN) _____
NOTE: Do not furnish the identification number of personal representative or trustee unless the legal entity itself is not designated in the account title. List and circle the name of the legal trust, estate or pension trust.

Other (Entity's EIN) _____
Limited Liability Company, Joint Venture, Club, etc.

Corporation Do you provide medical services? Yes No (Corp's EIN) _____
Includes corporations providing medical billing services

Government (or Government Operated) Entity (Entity's EIN) _____

Organization Exempt from Tax under Section 501(a) (Org's EIN) _____
Do you provide medical services? Yes No

Check Here if you do not have a SSN or EIN, but have applied for one. See reverse for information on How to Obtain A TIN.
Licensed Real Estate Broker? Yes No

choose one

Under Penalties of perjury, I certify that:

- The number listed on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me) AND
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends' or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition of abandonment of secured property, contribution to an individual retirement arrangement (IPA), and payments other than interest and dividends).

CERTIFICATION INSTRUCTIONS - You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. (See Signing the Certification on the reverse of this form.)

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING

5 NAME (Print or Type) _____ TITLE (Print or Type) _____

AUTHORIZED SIGNATURE _____ DATE _____ PHONE (_____) _____

DO NOT WRITE BELOW THIS LINE RETURN BOTH COPIES TO ADDRESS ABOVE

AGENCY USE ONLY

Agency _____ Approved By _____ Date _____

1099 Y ___ N ___ Action Completed By _____ Date _____

VEND Addition ___ Change ___