

TOWN OF VERNON



CONTRACT #2058 – 10/21/2019

LEASING OF DETECTIVE VEHICLES
FOR THE
TOWN OF VERNON POLICE DEPARTMENT

SPECIFICATIONS

INVITATION TO BID
LEGAL NOTICE
TOWN OF VERNON

Request for Proposals (RFP)
#2058 – 10/21/2019

LEASING OF DETECTIVE VEHICLES FOR THE TOWN OF VERNON POLICE DEPARTMENT

The Town of Vernon, CT ("Town") is seeking the proposals from qualified firms for the leasing of three (3) new 2019 or 2020 mid-size passenger vehicles and two (2) new sport utility or cross over style vehicles to be used as unmarked cars by detective division and administrative personnel of the Vernon Police Department. The successful firm must demonstrated experience in providing and adhering to the standards and requirements typical for such service.

Three (3) copies of proposals must be submitted in a sealed envelope, clearly marked "# 2058– 10/21/2019 **LEASING OF DETECTIVE VEHICLES FOR THE TOWN OF VERNON POLICE DEPARTMENT - DO NOT OPEN** – and be delivered to Michael J. Purcaro, Town Administrator, 14 Park Place Vernon CT 06066 no later than 10:00 am on Monday, October 21, 2019 at which time submissions will be opened and read aloud. Emailed, faxed or late submissions will not be accepted.

Specifications are available online at www.vernon-ct.gov/legal-notices and at <https://portal.ct.gov/das> by referencing RFP #2058-10/21/2019.

All questions regarding this RFP should be directed to Lt. William Meier by email only to wmeier@vernon-ct.gov not later than 5:00 PM, Thursday, October 10, 2019. Answers to questions will be posted online on the Town and DAS websites by Tuesday, October 15, 2019 referencing RFP #2058-10/21/2019.

The selected Firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFQ; if it is deemed to be in the best interest of the Town.

Confidentiality: If Respondent believes that any information in its proposal should be treated as confidential, that material shall be clearly marked. The Town shall endeavor to protect confidential materials from disclosure to non-town employees to the extent required by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

STANDARD INSTRUCTIONS TO BIDDERS

These instructions are standard for all proposals issued by the Town of Vernon, Connecticut for the purchase of all supplies, materials, equipment and the furnishing of certain services. The Town may delete, supersede or modify any of these standard instructions for a particular proposal by indicating such change in a section entitled "Special Instructions To Bidders".

The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.

Bids shall be submitted in sealed envelopes which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "BID DOCUMENT - DO NOT OPEN". The bid envelope shall indicate the contract number as shown on the "Invitation To Bid", as detailed in Bid Specifications.

Bids received later than the time and date specified in the "Invitation To Bid" will not be considered. Amendments to or withdrawals of bids, received later than the time and date set for the bid opening will not be considered.

All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.

The bidder shall insert the price per stated unit and extend a total price for each item. In the event that there is a discrepancy between the unit price and the total price extension, the unit price will govern.

In accordance with the provisions of Section 12-412 (a) of Connecticut General Statutes, the Town of Vernon is exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.

Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.

The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in the manner deemed to be in the best interests of the Town.

The Town will not accept any additional charges for freight or shipping.

I. VEHICLE TYPE SPECIFICATIONS

The Town of Vernon is seeking proposals for the leasing of:

- Three (3) new 2019 or 2020 mid-size passenger vehicles; and
- Two (2) new sport utility or cross over style vehicles.

Vehicles will be used as unmarked cars by detective division and administrative personnel of the Vernon Police Department.

Because these vehicles will be used for law enforcement purposes, sirens, emergency lighting, window tints and radios will be installed by the Vernon Police Department. These accessories, excluding window tint, will be removed upon return of the vehicles to the dealer when the lease expires.

II. VEHICLE EQUIPMENT/TRIM PACKAGING SPECIFICATIONS

1. The vehicles shall be basic production models, not police-equipped packages.
2. Exterior color may be dependent upon availability. The vehicles shall be different colors.
3. Three (3) vehicles shall be mid-size, four-door, front wheel or all-wheel drive (AWD) sedans
4. Two (2) vehicles will be four-door, either a four wheel drive or sport utility all-wheel AWD vehicle or cross-over type vehicle.
5. Vehicles must include:
 - a. Air conditioning
 - b. Rear window defogger
 - c. AM-FM radio
 - d. Bucket style reclining front seats
 - e. Adjustable tilt steering wheel
 - f. Power steering
 - g. Wipers with intermittent speed
 - h. Undercoating
 - i. Front and rear weather-resistant rubber floor mats
 - j. Automatic transmissions
 - k. Power windows
 - l. Power door locks
 - m. Integrated Blue Tooth device system for phone connection

Optional Equipment

- n. Proposals may include a GPS Navigation System for vehicles. Proposal must detail any associated costs.
6. If vehicles have auto shutdown, the non-latching feature shall have a means to disable it.
7. Vehicles should not have daytime running lights or if so equipped, have the option to turn them off or disconnect them.

III. VEHICLE DELIVERY

1. Vehicles must come with a minimum of 2 keys/fobs.
2. Delivery of vehicles will be no later than January 15, 2020.
3. Upon delivery, vehicles will be inspected prior to acceptance.

IV. LEASE SPECIFICATIONS

1. This is not a lease purchase agreement.
2. Proposals should contain a three (3) and four (4) year lease options, if both are available.-
3. Proposals should include a 12,000 mile and 15,000 mile annual mile cap, or as an alternative, the proposal should state the maximum allowable miles for the term of the lease for which there will be no charge.
4. Lease agreement shall not require any payment other than the normal monthly lease fee. No down payment shall be required.
5. The Town of Vernon is exempt from state and federal sales tax. The bid proposal shall specify, in detail, any fees associated with said leased vehicles in the monthly lease.
6. Vehicle registration and or renewal fees will be the responsible of the bidder, for the term of the leases, if applicable.
7. Exact terms of the lease agreement must be submitted with bid proposal and must contain a "Non-appropriation clause.

V. MISCELLANEOUS

1. Vehicle specification sheet and warranty must be included with the bid proposals.

VI. PROPOSAL SUBMISSION AND INFORMATION REQUIREMENTS

Questions

Questions about this RFP should be directed to Lt. William Meier, by email only at wmeier@vernon-ct.gov no later than 5:00 PM, Thursday, October 10, 2019. Answers to questions will be posted on the Town's website at www.vernon-ct.gov/legal-notices and on the CT Department of Administrative Services (DAS) website by Tuesday, October 15, 2019 referencing Contract # 2058– 10/21/2019.

Incurred Costs

The Town is not liable for any costs incurred by the Firm in the submission of a proposal, and/ or prior to the issuance of a contract and receipt of all necessary approvals.

All information and material returned with proposals shall become part of any contract, which results from this proposal.

Proprietary Information

Any proprietary information should be submitted in a separate sealed envelope plainly marked as "proprietary information." The Town will disclose this information only to those involved in the selection process.

Addendums to RFP

In the event it becomes necessary to revise any part of this RFP, an Addendum will be posted on the town's website and on the State Department of Administrative Services (DAS) website, referencing the contract number.

Proposal Submissions

Three (3) copies of proposals must be submitted in a sealed envelope, clearly marked "# 2058-10/21/2019 Detective Lease Vehicles - DO NOT OPEN – and be delivered to Michael J. Purcaro, Town Administrator, 14 Park Place Vernon CT 06066 no later than 10:00 am on Monday, October 21, 2019 at which time submissions will be opened and read aloud. Emailed, faxed or late submissions will not be accepted.

All proposals submitted become the property of the Town of Vernon and will not be returned.

Proposal Submission Requirements

Responding firms must be capable of performing aforementioned services in full compliance with all federal and state statutes and regulations. Responding firms will provide the following information:

1. Each firm must submit qualifications and a Fee proposal for Leases.
2. The firm must agree to forgo any sales commissions or other type of funding that maybe provided by vendors in the form of after award compensation.
3. Information About Your Firm
 - Name of firm and parent company, if applicable.
 - Contact information of persons to receive notifications and reply to Town's inquiries.
 - A list of all personnel who would be involved with the Town's account including: Name, Title, primary responsibilities
 - Description of the firm's involvement with municipal leasing of vehicles, if experienced.

VII. EVALUATION OF PROPOSALS

The Town shall be the sole judge as to whether a proposal complies with these instructions and specifications, and such a decision shall be final and conclusive.

Proposals submitted in response to this RFP and become the sole property of the Town. Proposals may not be withdrawn for sixty (60) days from the proposal due date. The Town reserves the right to reject any or all proposals received, and further reserves the right to waive non-material deficiencies in any proposal.

Firm(s) may be asked to present and explain their proposals before a panel comprised of the Town and/or committee. If selected, key personnel assigned to this project must be present at the interview.

The selected Firm must meet all municipal, state, and federal AA and EEO practices and requirement. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

The contents of the successful proposal may, at the Town's option, become part of the contract entered into by selected Firm and the Town. Selection as the preferred proposal does not provide any contract rights to that

Firm. Any such rights shall accrue only when the Town and the Firm execute a binding contract. The Town reserves the right to negotiate with the successful Firm in any manner necessary to best serve the interests of the Town. If the Town fails to reach an agreement with the successful bidder, the Town may commence negotiations with an alternative bidder or reject all bids and reinstitute the RFP process.

Proposals will be evaluated based on what is deemed to be in the best interests of the Town, including such factors as: the bidder’s experience in providing services, the clarity and completeness of the proposal, the persons to be assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating bids.

Additional criteria for the selection of the Firm will be as follows:

- A submitted Fee Proposal
- The qualifications of the company.
- Experience of key personnel to be assigned to the Town.
- The ability of the Firm to commence work in a timely manner.

VIII. INSURANCE REQUIREMENTS

The successful bidder must carry the following insurance coverages:

Commercial General Liability (Town of Vernon added as additional insured):

Each Occurrence:	\$ 1,000,000
Personal/Advertising Injury per Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000
Fire Damage Legal Liability	\$ 100,000

Automobile Liability (Town of Vernon added as additional insured):

Each Accident:	\$ 1,000,000
Hired/Non-owned Auto Liability:	\$ 1,000,000

Workers' Compensation/Employers Liability

Workers' Compensation	Statutory Requirement set forth by State of CT
Employers Liability	
Each Accident	\$ 100,000
Disease-Policy Limit	\$ 500,000
Disease-Each employee	\$ 100,000

Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):

Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000

Professional Liability (where required)

Each Claim:	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

IX. INDEPENDENT CONTRACTOR

The selected Firm is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town of Vernon. The firm is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.

X. INDEMNIFICATION/HOLD HARMLESS

The selected Firm agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the Firm and its employees, contractor, sub-contractors and agents. This indemnification includes the Firm's duty to defend the Town of Vernon from any such claims.

XI. WAIVER OF SUBROGATION REQUIREMENT

The selected Firm will require all insurance policies in any way related to the work and secured and maintained by the Firm to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. The selected Firm shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

XII. CONTINGENT UPON AVAILABILITY OF FUNDS

The town's obligation under this RFP is contingent upon the availability of appropriated funds from which payment for RFP purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available and approved for this RFP and until a Purchase Order has been issued.

XIII. NO INTEREST TO BE PAID.

No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

XIV. TERMINATION

Termination For Cause: If, through any cause, the Firm shall fail to fulfill in a timely and proper manner the obligations under this RFP, or if the Firm shall violate any of the covenants, agreements, or stipulations of this RFP, the Municipality shall, thereupon, have the right to terminate this RFP by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Firm under this RFP shall, at the option of the Municipality, become its property and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

Termination For Convenience: Either party to this RFP may terminate this RFP at any time by a notice in writing, effective not less than fourteen (14) days prior to the termination date. If the RFP is terminated by the Municipality as provided herein, the Firm will be paid for services performed up to the date of termination.