



REQUEST FOR PROPOSAL
FOR THE PURCHASE OF NEW VEHICLES
RFP L052501

DUE: 2:00 P.M., MST, September 9, 2024

Time and Date of Pre-Proposal Conference	August 27, 2024 at 9:00 AM/MST
Technical Question Period Close	August 28, 2024 at 2:00 PM MST
Time and Date Set for Closing	September 9, 2024 at 2:00 PM MST

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1. INTRODUCTION

- 1.1. University Background. The University is a fully accredited State of Arizona institution of higher education. Additional information on the University is available at the following link <https://uair.arizona.edu/content/overview>
- 1.2. Proposal Background
 - 1.2.1. The University is requesting sealed Proposals from qualified Proposers for the purchase of new vehicles.
 - 1.2.2. The University is requesting that Proposers consider the Value-Add opportunities that are designed to enhance brand visibility through strategic branding elements with the University as part of their proposal response.
 - 1.2.3. This RFP is part of a competitive negotiation process intended to allow the University to obtain goods and/or services as outlined herein in a manner that is most advantageous to the University. This RFP provides the University the flexibility to negotiate with Proposers, if desired, to arrive at a mutually agreeable relationship. Price may weigh heavily in the evaluation process but will not be the only factor under consideration and may not be the determining factor. All Proposals will be considered public records and will be available for review, as allowed by Arizona law and the Code.
 - 1.2.4. It is the University's intent to select the Proposal(s), which are most favorable to the University in all respects, including scope, availability of services, quality of services, reputation, and price. If not otherwise stated herein, multiple Awards may be made or an Award(s) may be made partial, by part, by line item, or by any combination of parts if identified as being in the best interest of the University.
 - 1.2.5. The initial Contract term will be for three (3) year(s) with the possibility of two (2) successive one (1) year renewals, for a total term not to exceed five (5) years.
- 1.3. Coverage and Participation. Unless objection is submitted with the Proposal, it is the intent of the University that any Award resulting from the RFP be available for use by all departments of the University and any other Arizona University, along with any other educational institution or Governmental entities, to the extent allowed by Arizona law and the Code.
- 1.4. Communications. All questions or inquires relating to this RFP must be directed to:

Ted Nasser
Tel: 520-621-5449
E-mail: enasser@arizona.edu

2. **DEFINITIONS**

Capitalized terms shall have the meaning set forth in Board Policy [3-801.B](#), with the exception of the following terms which shall have the meanings set forth below in this RFP.

- 2.1. “May” or “Should” indicates something that is not mandatory but permissible/desirable. If a Proposer fails to provide recommended information, the University may, at its sole option, ask Proposer to provide the information or evaluate the Proposal without the information.
- 2.2. “Must,” “shall,” “will” indicates a mandatory requirement. Failure to meet any mandatory requirements may result, in the University’s sole discretion, in the rejection of your proposal.
- 2.3. “MST” means Mountain Standard Time, the time zone in which the University operates. Arizona does not observe Daylight Savings Time.
- 2.4. “Proprietary Information” means trade secrets and other proprietary or confidential information exempt from Arizona’s Public Records Statute pursuant to A.R.S. § 15-1640(A). Contract terms and conditions, pricing, and information generally available to the public are not considered Proprietary Information under the Code (*See* Code § 3-801(D)(1)).
- 2.5. “RFP” refers to this request for proposals L052501.
- 2.6. “Successful Proposer” means any Proposer selected by the University to receive an Award as a result of this RFP and to enter into a Contract to provide the University with the products or services sought by this RFP.

3. INSTRUCTIONS TO PROPOSERS

3.1. General Requirements.

- 3.1.1. The data, specifications, and requirements outlined herein are intended to serve as a general guideline for the University's requirements. Proposers should submit a fully detailed Proposal that adequately describes the advantages and benefits to the University. Proposers should provide a detailed response to each requirement in this RFP, individually numbered to match each requirement. At a minimum, in such case where a detailed response is not applicable, each Proposer should indicate their ability to comply with and/or agreement to the requirements of this RFP. Proposers are encouraged to provide any additional information that is not specifically identified in this RFP that would assist the University in making its evaluations based upon the disclosed evaluation criteria.
- 3.1.2. Any Person submitting a Proposal shall be deemed to have read and understand all the terms, conditions and requirements in this RFP.
- 3.1.3. The Financial Services Purchasing Office shall retain this RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Proposer's submission, is grounds for immediate disqualification.
- 3.1.4. Proposer agrees that the University will not pay for or be responsible for any cost or expense incurred by Proposer in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP.
- 3.1.5. The University reserves the right to reject any or all Proposals or any part thereof, or to accept any Proposal, or any part thereof, or to withhold the Award and to waive or decline to waive irregularities in any Proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all Proposals after the Opening date and the right to accept a Proposal not withdrawn before Opening.
- 3.1.6. Proposer may withdraw their Proposal any time prior to Opening. Proposer may request to withdraw their Proposal after Opening and any time prior to selection and notice of Award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future Requests for Proposals to such Proposer.
- 3.1.7. All Proposals and accompanying documentation will become the property of the University at the time the Proposals are opened. It will be the Proposer's responsibility to request that samples be returned to the Proposer and provide a method for doing so at the expense of the Proposer. If such a request is not received and a method of return is not provided, all samples shall become the property of the University forty-five (45) days from the date of Award and may be disposed of in the University's sole discretion.

- 3.1.8. Collusion with other Proposers or employees thereof, or with any employee of the University, is prohibited and may result in disqualification of the Proposer and/or cancellation of an Award. Any attempt by the Proposer, whether successful or not, to subvert or skirt the principles of open and fair competition may result in disqualification of Proposer and/or cancellation of an Award.
- 3.1.9. Each Proposer shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Proposer, the University, and any other party to this RFP. Without limiting the foregoing, Proposer shall refrain from offering or giving gratuities, in the form of entertainment, gifts or otherwise, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not Proposer disqualification and/or cancellation of an Award shall result.
- 3.1.10. If any Proposer or any of the Proposer's employees, agents, or other representatives participating in this RFP need, or have questions about the University's accommodations for people with disabilities, arrangements can be made by contacting Ted Nasser at telephone #520-621-5449, email address – enasser@arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).
- 3.1.11. The University shall have the right to use any ideas that are contained in any Proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the Proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor the proprietary and confidential nature of any Proposer information that is submitted as a redacted copy.
- 3.1.12. The Arizona Board of Regents has promulgated Administrative (Legal) Remedies for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action. Proposer shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable in performing any work under this RFP.
- 3.1.13. The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision of this RFP, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the Proposer's risks or obligations under a Contract resulting from this RFP.
- 3.1.14. Any Proposer exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any

Contract resulting from this RFP.

- 3.2. Attention to Terms and Conditions. Proposers are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The University terms and conditions included in this RFP, are intended to be incorporated into the Contract. **Proposals that are contingent upon any changes to these mandatory terms and conditions may be deemed to be non-responsive and may be rejected. Proposals must state any exceptions taken to the mandatory terms and conditions in detail.**
- 3.3. Project Resources.
 - 3.3.1. The Successful Proposer shall be required to provide the personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. The University reserves the right to review Proposer's staff assigned for relevant qualifications and experience.
 - 3.3.2. Proposals shall include a list of proposed personnel with resumes specifying qualifications and relevant experience. Describe assignment of account representatives and/or key personnel.
 - 3.3.3. Proposer will be required to conduct relevant and appropriate background checks and fingerprinting according to [the University's policies](#) on all assigned employees and new hires to ensure that it does not assign any employee or agent to the University who may reasonably be considered to pose a threat to the safety or welfare of the University community or its property. Proposer will share background check information and other supporting documentation including disciplinary action for any employee, upon written request by the University.
 - 3.3.4. Proposer may subcontract installation, training, warranty, or maintenance service with prior University authorization. Proposal shall list and describe any subcontractor's qualifications and relevant experience and describe how Proposer guarantees subcontractor performance. The Successful Proposer shall remain solely responsible for the performance of a resulting Contract from this RFP. All University payments for goods and/or services shall be made directly to the Proposer.
 - 3.3.5. The University reserves the right to inspect Proposer's facilities prior to Award or any time throughout the term of the Contract.
- 3.4. Small Businesses. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, Proposer (Tier 1) will make commercially reasonable efforts to use SB & SDB in the performance of any Contract resulting from this RFP. Proposals should include a description of the Proposer's efforts to solicit SB & SDB participation in providing the services.

- 3.5. Substitute Materials. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this RFP are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any Proposal and is included in order to advise on the University's needs. Any Proposal, which proposes like quality, design or performance, will be considered.

4. SCOPE OF WORK

- 4.1. The University of Arizona is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, full electric) including but not limited to: Sedans, Trucks, Vans, Sport Utility Vehicles (SUVs), Crossovers and golf/utility carts. These vehicles will be used to support official University goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.
- 4.2. Specifications/Technical Requirements. The Contract shall be on an "as needed, if needed" basis. There is no guarantee as to the number of vehicles that may be requested under any resulting Contract.

The contract may be awarded to multiple vendors. In the event there are multiple vendors awarded, the Value-Add opportunities will adjust accordingly based on the scope of work awarded to each vendor. See section 4.6 for additional details.

Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2024 or greater.

Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the University.

3.3.1 Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing and all discounts and bid assistances should be passed onto the University.

All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether such requirements are specified in detail.

The Contractor shall supply a quote within three (3) calendar days after receiving request from the University. The quotation shall include but not be limited to the following information: University contract number, vehicle availability and delivery

lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders unless factory delays make this impossible. Dealer shall notify the University of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be provided in the response.

All deliveries shall be made Monday through Friday from 8:00 A.M. to 3:00 P.M. The Contractor shall be required to give the University a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

The following documents shall be provided upon delivery of the vehicle(s):

- M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement.
- Warranty Document
- Manufacturers unaltered invoice
- The retail price label must be affixed to the window of all vehicles delivered.
- Delayed warranty / in service start request form (if requested by University)
- Level 1 Inspection, if applicable, completed before delivery

Within ninety (90) calendar days after receipt of a purchase order, Contractor shall provide the University copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans,

Trucks, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. The University has varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of the University.

- “Vehicles” for the purpose of this solicitation shall conform to the definition of all vehicles listed as defined in 49 C.F.R § 523 – Vehicle Classification

As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer’s increase or decrease. Documentation must be submitted to the University within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Contracting Officer.

The following fuel types are allowable under this contract.

- Flexible Fuel Vehicles (FFV) also called Ethanol or E85
- Diesel
- Gasoline
- Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- Hybrid-Electric Vehicles (HEV)
- Plug-in Hybrid Electric Vehicles (PHEV)
- Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
- Fuel Cell Vehicles (FCV)

At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date of acceptance.

This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the University during this minimum thirty-six (36) month period.

The written warranty shall be included with the delivered vehicles to the University. The warranty terms are to be included with your response. Failure to provide this general information may result in the offer being rejected.

Contractors are encouraged to provide the University additional warranty packages that would exceed the minimum requirements as a separate document.

Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

The University may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or one-ton truck may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the University.

The University will supply all up-fit/modification requests to the Contractor.

Minimum Vehicle Requirements: All prices shall include the following equipment:

- All standard factory equipment
- Automatic transmission [maximum towing/payload capacity shall be provided upon request]
- Bluetooth capabilities
- AM/FM radio
- Cruise Control
- Power Door Locks/Power Windows
 - Power Mirrors when available
- Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
 - Type of keys to be provided shall be indicated on quote.
- Air conditioning
 - Rear air conditioning on all vehicles, when available
- Cloth seats
- Rear view mirrors including on driver and passenger doors
 - FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
- Spare tire
 - Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
 - If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.
- Floor Mats

- O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.
- Fixed driver floor mat
- Arizona legal tinted glass

Specific Requirements for Trucks (when available)

- Anti-slip differential for $\frac{3}{4}$ and 1 ton, two-wheel drive pickup trucks
- Skid plate package and anti-slip differential for four-wheel drive vehicles
- Front tow hooks

Compensation

The contract price shall be firm for the contract period.

Contract prices shown for each vehicle are to include delivery cost within a fifty (50) mile radius of Tucson, Arizona, plus four (4) entrance tools and a full tank of fuel less delivery fuel per vehicle. The University has offices in every county in Arizona. Please include delivery charges for each of these counties in your response.

Phase 1 and 2 pricing for vehicles shall be the Contractor's cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/power-train combination plus dealer margin for the applicable vehicle.

- Contractor shall provide a copy of manufacturer's invoice to the University. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.
- Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the University.
- Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
- Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".

Pricing

CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

That price-plus-discount equivalence (“Contractor’s Best Pricing”) is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

If Contractor’s Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor’s Best Pricing for all sales related to the Contractor made after the date when the Contractor’s Best Pricing was first better than the Contract Pricing.

PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor’s offer as accepted by the University. Details of service not explicitly stated in the Scope of Work or in Contractor’s Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are to be included in the pricing provided.

PRICE INCREASES: The University may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

All written requests for price adjustments made by the contractor shall be initiated sixty (60) days in advance of any desired price increase to allow the University sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

All price adjustments will be implemented by a formal contract change order. The University shall determine whether the requested price increase or an alternate option is in the best interest of the University.

All requests will be submitted within the same excel file as initial pricing is submitted with offer and titled with effective date, i.e. “Contract Pricing effective (mm.yyyy)”.

PRICE REDUCTIONS: Price reductions shall be immediately passed along to the University and may be submitted in writing to the University for consideration at any time during the Contract period. The contractor shall offer the University a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The University, at its own discretion, may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

ADDITIONAL CHARGES: Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved by the University in advance and be in accordance with the contract rate.

TRAVEL: Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the University's Travel Policy. Contractor shall itemize all per diem and lodging charges. University Policy, including approved rates, may be located at <https://policy.fso.arizona.edu/fsm/1400>. The University shall reject any claim for travel reimbursement without prior written approval.

LARGE VOLUME DISCOUNT PRICING: The University may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to the University for large volume purchases.

PUBLICITY: Contractor shall submit to the Buyer for written approval for all advertising and publicity matters relating to this Contract. It is within the Contracting Officer's sole discretion whether to provide approval, which approval must be in writing.

SALES PROMOTIONS: Contractor may conduct sales promotions involving specific products or groups specified herein for specified time periods. Approval shall be in the form of a contract amendment. Pricing shall be available to the University through the dates specified in the request. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

4.3 Additional Services. Proposer may offer additional goods and/or services not specifically requested in this RFP, including associated costs. The University shall determine, in its sole discretion, which additional goods/service options are the most beneficial from both a cost and service standpoint and may further negotiate these options to include or omit, at any time throughout the Contract or any renewal term, dependent on the needs of the University.

4.4 Sustainability.

4.4.1 The University is committed to buying products with recycled content or environmentally sustainable alternatives. Identify all environmentally sustainable features and supply all relevant specifications of offered products. Include in the Proposal, information regarding Proposer's overall sustainable efforts.

4.5 Dealership Locations. Proposal shall include the locations of any dealerships included in the response to include address and city.

4.6 Value-Add. The University seeks to establish a comprehensive branding strategy (excluding law enforcement vehicles) as part of future vehicle purchases within this

RFP. The University aims to collaborate with interested partners seeking to promote their brand through our campus platforms and to leverage their brand through an association or marketing strategy with the University of Arizona's brand. For instance, partners could be acknowledged as the "Official Automobile Provider of the University of Arizona," with "Powered by [INSERT COMPANY]" branding on all vehicles purchased from the successful vendor. We also intend to promote this relationship within the broader community, with Cat Tran (University Transit System/Buses) internal and external branding of the vendor and within our 65-vehicle rental fleet. We also anticipate including company logo and language marketing the successful vendor on predetermined Arizona.edu websites. As part of the brand association, the successful vendor would be able to externally acknowledge themselves as the "Official Automobile Provider of the University of Arizona" in their own marketing efforts and gain access to select University marks and logos. Official title given to the successful vendor can be tailored to the vendor's scope of work awarded under this RFP.

While the precise details of this marketing and branding strategy are still under consideration, we invite vendors to submit proposals indicating how the inclusion of a comprehensive partnership strategy could impact the University's investment in their proposal. This may involve a potential reduction in costs or alignment with a marketing plan proposed by your company.

Other opportunities include, but are not limited to:

- Internships
- Scholarships
- Sponsorship of University programs (faculty/student/staff)
- In-kind equipment

In the event multiple vendors are awarded, a comprehensive branding strategy will be customized to represent the scope of work awarded to each vendor.

5 PRICING AND PAYMENT

5.1 Proposer shall submit a detailed cost proposal in the format found in Attachment A to include all aspects of providing the scope of work associated with this RFP. Proposer may add multiple makes and models under each vehicle type. The invoice price is to be for vehicles that have the minimum vehicle requirements outlined in Section 4.2.

5.2 Any pricing and/or revenue offerings in a Proposal may be considered a final offer by the University, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, unless otherwise specified in the Proposal. The University may accept or reject in part or entirely a Proposal's pricing and/or revenue offerings, unless otherwise specified in the Proposal. A Proposal's pricing and/or revenue offering may not be modified after Opening unless the University, at its sole discretion, permits such modification. The University may reject any Proposal in which the pricing and/or revenue offering does not conform to the prescribed manner and method in this RFP.

5.3 Method of Payment & Discount for Early Payment. The University's preferred method of payment is via credit card. Each Proposal shall indicate whether Proposer will:

- 1) Accept payment via credit card at the time of purchase without assessing credit card fees;
- 2) Offer an early payment discount (and describe the offering);
- 3) Offer an early payment discount if paid via credit card;
- 4) Accept payment via a Single Use Account when the invoice is processed through Accounts Payable. A Single Use Account is a card-based payment solution that acts like a check by providing a 16-digit virtual account number for each payment.

6 **QUALIFICATIONS/FINANCIAL STATEMENTS** The University is soliciting Proposals from Persons which are in the business of providing services as listed in this RFP. Failure to include any requested information may be grounds for rejection of the Proposal.

6.1 Prior Experience. Proposals shall present a corporate history/management summary and evidence that the Proposer and/or its officers have been engaged for a minimum of five (5) years in providing similar products and services as described herein. Proposer may also describe Proposer's growth for the past three (3) years.

6.1.1 Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years.

6.2 Financial Statements.

6.2.1 Proposers who have audited financial statements are to provide audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, submit one (1) copy in a separate sealed envelope, marked prominently with the Proposer's name and the phrase, "Confidential – Financial Statements."

6.3 Disputes/Litigation.

6.3.1 Describe the material issues of any current patent or copyright lawsuits or any other legal actions against Proposer including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.

- 6.3.2 Describe litigation disputes for the past 5 years related to similar projects or Proposer's ability to perform.

6.4 Proposer References.

- 6.4.1 Provide, at minimum, three (3) references, not including the University, identifying firms with requirements similar to those of the University. Provide the name of the firm, contact person, email and the telephone number.
- 6.4.2 The University may, but is not required to, contact the provided references and/or additional references not provided by Proposer. The University may give preference to those references that are most similar to the University.

7 RFP PROCESS

- 7.1 Intent / Right to Terminate and Recommence RFP Process. The University intends to enter into a Contract with one or more Proposers whose Proposal(s) are considered to be in the best interests of the University. However, the University may terminate this RFP process at any time up to notice of Award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

7.2 Communications Regarding the RFP.

- 7.2.1 No department, school, or office at the University has the authority to solicit or receive official Proposals other than the Financial Services Purchasing office. All solicitations are performed under the supervision of the Chief Procurement Officer and in accordance with University policies and procedures.
- 7.2.2 Any and all questions regarding this RFP shall be directed to the Buyer in section 1.4 and to no other office or individual at the University. Any Proposer who improperly attempts to communicate with unauthorized University personnel regarding the RFP may face disqualification at the discretion of the University.
- 7.2.3 All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this RFP must be in writing, and directed by email to: Ted Nasser, enasser@arizona.edu. Addenda will be posted to the University's bid board at <https://vendors.arizona.edu/rfpb-opportunities>, it is the responsibility of the Proposer to obtain any addenda to this RFP. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.
- 7.2.4 The University may answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this

process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFP. Proposer shall not be entitled to rely on any verbal response from the University.

7.3 Schedule of Events. The following is the schedule that will apply to this RFP, but may change in accordance with the University's needs.

08/19/24	Issuance of RFP
08/27/24	Pre-Proposal Conference
08/28/24	Technical Questions/Inquiries due no later than 2:00 PM/MST
09/09/24	RFP is Due no later than 2:00 PM, MST
09/23/24	Award Notification

7.4 Pre-Proposal Conference. A non-mandatory pre-proposal conference will be held for interested Proposers. The purpose of the conference is to provide an overview of the RFP and process and allow for questions and answers regarding terms, conditions, or specifications of the RFP. Notification of attendance or nonattendance should be made to Ted Nasser, enasser@arizona.edu.

Date:	August 27, 2024
Time:	9:00 AM MST
Place:	University Services Building 888 N Euclid Ave Rm 214

The Procurement Officer may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Procurement Officer, there is a need for such conference(s).

7.5 Submitting Proposals.

Proposals must be received by the date / time and uploaded to the University's secure box no later than **September 9, 2024 at 2:00PM MST**.

Vendors, please be advised that it is your sole responsibility to ensure that your proposal is received as described in the paragraph above. The University shall not be responsible for any delays, technical or otherwise, that may occur due to

technical difficulties or otherwise.

Proposals must be uploaded to:

Box Secure Upload:

<https://arizona.app.box.com/f/dabf2b6b933b4603abc2d61e2064a428>

Please title your response in the upload folder as:

RFP#_VendorName_Response

Vendor may submit up to three files only:

Vendor Proposal

Redacted Vendor Proposal per section 7.5.6 (optional)

Attachment A

- 7.5.1 All Proposals shall be submitted, and all communications with University shall be made in accordance with the terms of this RFP.
- 7.5.2 The University shall, at the specified Due date and time, accept all proposals that are otherwise in order. The University will allow interested parties to be present via zoom for purposes of identifying which vendors have responded, if requested. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this RFP. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the Due date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.
- 7.5.3 If the University determines that due to an insufficient number of proposals received, it would be in the University's best interest, the University may extend the Due date in order to determine why other vendors did not respond and to encourage other vendors to respond
- 7.5.4 Proposers may present narrative Proposals provided that such Proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in Sections 4, 5, and 6. Proposals should be organized in a manner that will facilitate the University's evaluation]. Proposals should include page numbers. The University reserves

the right to reject, without prior notice, any Proposal that it deems overly complex, disorganized, or difficult to evaluate. The University reserves the right to make such a decision without any input or communication from any other party.

- 7.5.5 The University may, at its sole option, ask the Proposer to provide information that is not included in the Proposal or evaluate the Proposal as submitted.
- 7.5.6 Proposals shall be signed by an individual with authority to bind the Proposer. The University may reject any Proposal if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.

As a public institution that is subject to Arizona's Public Records laws, the University discourages Proposers from submitting confidential and/or proprietary information to the University. If the Proposer needs to submit confidential or proprietary information with its Proposal, the Proposer must submit such information in a redacted copy of the Proposal and clearly and conspicuously mark the copy as "Confidential/Proprietary Copy." The University will have sole discretion to determine whether any submitted information is actually confidential and/or proprietary. The redacted copy must also include the reason(s) why the redacted material is to be considered confidential or proprietary if deemed confidential by the University. Trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. Contract terms and conditions, pricing, and information generally available to the public are not generally considered confidential information. At no time will the entire proposal be considered proprietary and be kept confidential. If the entire proposal is marked as confidential and/or proprietary and no redacted copy is sent, the University will not consider any part of the proposal confidential. Any watermarks, footnotes, or reference to confidential and/or proprietary throughout the Proposal will be disregarded as boilerplate markings.

- 7.5.8 The University shall have the right to use any ideas that are contained in any proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is redacted and saved as a separate file from the proposal and clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary. The file must also contain the reason(s) why the enclosed material is to be considered proprietary.

7.6 Discussions with Proposers.

- 7.6.1 Following the opening of the Proposals, the University may conduct Discussions, including oral in-person presentations, with Responsible Proposers whose Proposals are determined, by the University, to be reasonably

susceptible to being selected for Award. The University also reserves the right to select the most Responsive and Responsible Proposer(s) without further discussion, negotiation, or prior notice. The University may presume that any Proposal is a best-and-final offer.

- 7.6.2 During Discussions provided for by Section 7.6.1, the University may accept revisions of Proposals and negotiate price changes. Selected Proposers participating in Discussions shall be accorded fair treatment with respect to any opportunity for Discussions or revisions of Proposals. If revisions are permitted, all selected Proposers will be invited to submit a final Proposal revision.
- 7.6.3 During any Discussion period, the University will not disclose any information derived from Proposals submitted, or from Discussions with other Proposers. Once a Contract is executed, the RFP file, and the Proposals contained therein, are in the public record and will be disclosed upon request.
- 7.6.4 After determining the Proposal(s) that is the most advantageous to the University, the University reserves the right to negotiate, prior to Award, with such Proposer(s) to finalize the terms of the Contract, resolve minor errors, clarify necessary details or responsibilities, obtain the lowest and best pricing, or otherwise as necessary to finalize the Contract.
- 7.6.5 Notification of Non-Selection. The University reserves the right not to notify Proposers not selected for further consideration or Award. The University may, in its sole discretion, post Awards to its website.

8 EVALUATION CRITERIA

8.1 Selection of Successful Proposer. Each response to this RFP will be reviewed for its overall competence, compliance, format, and organization. Proposals which the University deems overly complex, disorganized, or difficult to evaluate may be rejected. The award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Arizona, taking into consideration the following evaluation criteria listed in the relative descending order of importance. Pricing must be a criterion. However, the University is under no obligation whatsoever to select, as most responsive the proposal that demonstrates the lowest pricing.

8.2 Criteria.

- 8.2.1 Pricing
- 8.2.2 Ability to provide requested vehicle types
- 8.2.3 Value Add
- 8.2.4 Additional Warranties

8.2.5 Locations within Pima County

9 **CONTRACT TERMS AND CONDITIONS AND INSURANCE**

The University will issue a Purchase Order(s) for goods and/or services awarded under this RFP. The parties to the Purchase Order will be bound by the University's Terms and Conditions: <https://vendors.arizona.edu/po-terms> effective on the date the purchase order is received. Proposals that are contingent upon any changes to these mandatory terms and conditions, and insurance requirements may be deemed to be non-responsive and may be rejected. **Proposals must state, in detail, any exceptions taken to the above terms and conditions.**

10 **CERTIFICATIONS AND FORMS**

Each Proposal must include the following certifications and forms signed by an individual with authority to bind the Proposer. University forms of certification are attached as Exhibit 3. Failure to include any of the following certifications may result in the Proposal being rejected as nonresponsive.

- 10.1 Certification of Proposal
- 10.2 Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters (Mar 1996 as amended)
- 10.3 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991 as amended)

EXHIBIT 1 – PROPOSAL FORMAT

In order to facilitate direct comparison, submit Proposal using the following format, listed in order, and index tabbed to match. Failure to follow instructions regarding format may result in rejection of Proposal. Proposal to be limited to ten (10) pages for responses to numbers 6 - 11. Include the following with Proposal:

1. Completed and signed RFP Certification (refer to Exhibit 3).
2. Completed and signed Anti-Lobbying Certification (refer to Exhibit 3).
3. Completed and signed Federal Debarred List Certification (refer to Exhibit 3)
4. Proposer's Qualifications and Experience (refer to Section 6.).
5. Project Resources (refer to Section 3.3).
6. Client References (refer to Section 6.4).
7. A detailed technical Proposal (refer to Section 4).
8. Exceptions to the Terms and Conditions of the RFP (refer to Section 3.2).
9. Pricing Proposal (refer to Section 5 & Attachment A).
10. Proposer Information (refer to Exhibit 3).

EXHIBIT 2-PRICING PROPOSAL

Vehicles types to be included in proposals. Not all dealers will have each vehicle type. Include pricing for those vehicle classes that you are prepared to provide under this contract:

Mid-sized sedans (seating for 4-5, including driver) (78 in current fleet). Examples include, Toyota Corolla, Toyota Prius, Nissan Sentra, Honda Civic

Full-sized Sedan (seating for 4-5, including driver) (51 in current fleet). Examples include: Toyota Camry, Honda Accord, Nissan Altima, Chevrolet Malibu, Ford Fusion. Our current fleet consists of Chevrolet Malibu and Ford Taurus.

Full-sized pickup trucks (seating for 3-6, including driver) (386 in fleet)
Single cab (2WD and 4WD): Examples include Chevrolet Silverado, Ford F-150, GMC Sierra, Dodge Ram 1500.
Multi Cab (seats more than 3 total, 2WD and 4WD): Examples include Chevrolet Silverado Crew Cab, Ford F-150 Super Crew Cab, etc.

Mid-sized pickup trucks (65 in fleet)
Examples include: Ford Ranger, Chevrolet Colorado, Nissan Frontier, Toyota Tacoma.

Minivans (73 in fleet)
Examples include: Toyota Sienna, Honda Odyssey, Chrysler Pacifica.

12-15 Passenger Vans (39 in fleet)
Examples include: Chevrolet Express Van, Ford Transit XL.

Full Size Cargo Vans (42 in fleet)
Examples include: Chevrolet Express Van, Ford Transit van, Ram Promaster van.

Small SUV (seating for 4-6, including driver) These usually have 2 rows of seats only (63 in fleet)
Examples include: Toyota Rav4, Ford Escape, Jeep Cherokee, Ford Escape, Chevrolet Trailblazer

Full Size SUV (seating for 5-9, including driver) These usually have 3 rows of seats (64 in fleet)
Examples include: Chevrolet Traverse, Ford Explorer, Chevrolet Tahoe, Jeep Grand Cherokee, Honda Pilot, Ford Expedition, Toyota Highlander, Toyota Sequoia

Law Enforcement Vehicles

Patrol and Unmarked Pursuit Rated. (25 in fleet). Examples include: Ford Interceptor, Chevrolet Police Tahoe, Ford Police Expedition.

Law Enforcement Police Rate Motorcycles (12 in fleet) Examples include: BMW R1250, Honda ST-1300.

Neighborhood electric vehicle (Golf car/Cart)- Street legal (349 in our fleet)

4-passenger. Example is Cub car Tempo 2+2
6-passenger. Example is Club car Transporter
8-passenger. Example is Club car Transporter XL

Pricing to be submitted on Attachment A. Contractor may provide multiple makes and models per vehicle type.

EXHIBIT 3 – CERTIFICATIONS

REQUEST FOR PROPOSAL CERTIFICATION

Date:

Financial Services Purchasing
University of Arizona

The undersigned certifies, pursuant to Arizona Revised Statute [38-503](#), that to the best of his/her knowledge (check one):

- ☐ There is no officer or employee of the University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this RFP.
- ☐ The names of any and all public officers or employees of the University of Arizona who have, or whose relative has, a substantial interest in any Contract award subsequent to this RFP are identified by name as part of the submittal.

The undersigned further certifies, in accordance with Federal Acquisition Regulation 52.209-5, that Proposer (check one) ☐ IS or ☐ IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, shall one occur, until such time as an award has been made under this procurement action. The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) can be found at: <https://www.sam.gov/portal/SAM/#1>.

In compliance with RFP Number: L052501 and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such goods and/or services in accordance with the specifications/scope of work according to the Offer submitted or as mutually agreed upon by subsequent negotiation.

Name of Proposer		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address
() -		
Print Name of Proposer's Authorized Agent		Signature of Proposer's Authorized Agent
Title of Proposer's Authorized Agent		Date
AN AUTHORIZED AGENT OF THE RESPONDER SHALL SIGN THE PROPOSAL CERTIFICATION		

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007). In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Proposer, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989.

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Proposer shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Name of Proposer		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address
() -		
Print Name of Proposer's Authorized Agent		Signature of Proposer's Authorized Agent
Title of Proposer's Authorized Agent		Date

AN AUTHORIZED AGENT OF THE RESPONDER SHALL SIGN THE ANTI-LOBBYING CERTIFICATION	

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Proposer certifies, to the best of its knowledge and belief, that—

(i) The Proposer and/or any of its Principals—

(A) (check one) Are () or are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at <http://epls.arnet.gov> on the Web.)

(B) (check one) Have () or have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) Are () or are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Proposer (check one) has () or has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer’s responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information

of an Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Name of Proposer		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address
() -		
Print Name of Proposer's Authorized Agent		Signature of Proposer's Authorized Agent
Title of Proposer's Authorized Agent		Date
<p align="center">AN AUTHORIZED AGENT OF THE RESPONDER SHALL SIGN THE FEDERAL DEBARRED LIST CERTIFICATION</p>		