

SOLICITATION/ORDER/CONTRACT FOR COMMERCIAL ITEMS
REQUEST FOR PROPOSAL



V E T E R A N S

GREEN JOBS

Veterans Green Jobs (VGJ) is requesting Proposals for trailers in support of the Governor's Energy Office (GEO) Weatherization Assistance Program in the San Luis Valley. VGJ desires to contract with one or more vendors to supply these vehicles. At this time we are considering both NEW and USED vehicles. USED vehicles must be in excellent condition.

Veterans Green Jobs

1825 State Ave. #24

"Empowering Vets to Restore our Environment,

Alamosa, CO 81101

Economy and Communities"

719-587-9492

www.veteransgreenjobs.org

Solicitation/Contract/Order for Commercial Items

I, a duly authorized representative of Veterans Green Jobs (VGJ), hereby authorize you to furnish all necessary materials, labor, and workmanship (sub-contractor's if necessary) to supply utility vehicles/trailers according to the attached specifications, terms, and conditions.

Offeror to Complete the following:

Contractor/Offeror Name: _____

Address: _____

Phone/E-mail: _____

To be filled in upon contract award

Amount: \$ _____

Total: \$ _____

Discount Terms: _____

Signature(Offeror): _____

Title: _____

Date: _____

Signature below from an authorized VGJ representative constitutes an acceptance of the offeror's bid/proposal. No work shall be performed or cost incurred until a signed document from VGJ is received.

Signature (VGJ Representative): _____

Title : _____

Date: _____

TABLE OF CONTENTS

GENERAL INFORMATION

SECTION 1 – PROPOSAL DATES AND OTHER INFORMATION	4
SECTION 2 – SUPPLIES/SERVICES AND PRICES	5
SECTION 3 -- DELIVERY SCHEDULE	9
SECTION 4 – CONTRACT ADMINISTRATION INFORMATION	11

TERMS AND CONDITIONS

SECTION 5 – TERMS AND CONDITIONS	
- GRATUITIES	12
- RECYCLED MATERIALS FOR PROPOSAL DOCUMENTS	12
- CONTRACT TERMS AND CONDITIONS	12
- INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	14
- EVALUATION	17
- PAYMENTS	17
- TRAFFICKING IN PERSONS	17

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION 6 -- ATTACHMENTS	
- ATCH 1 – CAB & BOX TRUCK PROPOSAL SHEET	18
- ATCH 2 -- CARGO VAN/TRUCK PROPOSAL SHEET	18
- ATCH 3 – MEDIUM PICK-UP TRUCK PROPOSAL SHEET	18
- ATCH 4 – E250 VAN W/ KUV UTILITY BOX OR EQUIVALENT PROPOSAL SHEET	18

Section 1 – Proposal Dates and Other Information

Requisition #: VGJ-WX-10-0001

Date Issued: 13 May 2010

Proposals Due: 31 May 2010/4pm Mountain Standard Time

Note: All proposals are due to the VGJ office or to the point of contact listed below by the above listed date/time regardless of method of transmission (i.e. FAX, e-mail, postal/delivery service). VGJ retains the right to review any bids/proposals received after this deadline, but in general shall reject or return them if they miss the deadline.

Each offeror shall furnish the information required in the RFP, at no cost to VGJ.

Offerors should pay particular attention to “Instructions to Offerors, Paragraph (c)” on page 15.

Offerors are encouraged to submit multiple proposals or alternatives based on the specifications. However, the focus will be on vehicles meeting the specifications so this is not an opportunity to submit your full range of products. The proposed usage of the vehicles has been included in the item description to provide the opportunity for vendors to submit options they think will best meet the needs of the program.

Questions: All questions regarding this solicitation shall be addressed to Mr. Charles Sanchez at rae@veteransgreenjobs-slv.org. Answers to questions deemed to be relevant to the solicitation process or which materially affect the procurement shall be shared with all potential offerors.

Proposals: All hard copy proposals shall be delivered to:

Veterans Green Jobs - SLV
ATTN: Rae Venturi, Purchasing Manager
1825 State Ave., #24
Alamosa, CO 81101

Facsimile proposals should be sent to: (719)587-9497 (Attn: Rae Venturi)

Electronic proposals are due by the same date/time listed above to: rae@veteransgreenjobs-slv.org

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Section 2 – Supplies/Services and Prices

Item 001 **Description:** Weatherization (WX) Rigs – New Trailer/Used Trailer

The purpose of the WX rig is to support field teams in order to accomplish weatherization procedures. The WX rig will typically contain equipment such as an insulation blower, generator (to support the blower), insulation, tools, and other materials to support the effort. As a minimum, the proposed vehicle shall have:

- Goose Neck (enclosed box)
- 28'6" Overall length
- 8'4" Overall Height
- Minimum floor measurements: 19'8" (front to back)
- 14,000 GVW (two 7000 LB axles)
- Torsion Axles
- (Optional bid) 2, 7500 Watt ONAN generators or equivalent heavy grade generators
- Dual generator cabinets in the nose of the Goose Neck
- Distributing Fuel tank for generator(s)
- Solid wall to enclose the generators into the nose of the Goose Neck
- Access doors on both sides of the exterior nose of the generator compartments
- Heavy duty rear ramp door
- 50 amp service wired from generators to the rear of the box with Shoreline, auto transfer switch
- 2 100V-15 amp duplex outlets (right rear of trailer)
- 2 Florissant dome lights with switch at the rear of trailer (first light 10 feet from front of box)
- Electric brakes
- Floor ¾ plywood or better
- 8" I-beam frame or better
- Platform height 17" to 22"

SEE ATTACHMENT 1 FOR FULL LIST OF SPECIFICATIONS – MUST BE SUBMITTED WITH PROPOSAL

FOB: Destination

Quantity: up to 2 EA

Unit Price EA \$ _____

Total Price 2 EA \$ _____

Note: VGJ reserves the right to order any quantity between 1 and 2. Offerors should include prices breakouts if there is a difference in price due to lesser quantities.

Total Price 2 EA \$ _____

Note: VGJ reserves the right to order any quantity between 1 and 2. Offerors should include prices breakouts if there is a difference in price due to lesser quantities.

Section 3 -- Delivery Schedule

ITEM	DELIVERY DATE (Proposed – days after award)	QUANTITY	SHIP TO ADDRESS
001	_____	1 EA	1825 State Ave #24 Alamosa, CO 81101 FOB: Destination

Offeror shall list proposed delivery dates -- actual date or days after receipt of award (preferred). These dates shall be used as part of the evaluation criteria.

Section 4 – Contract Administration Information

Payment

The contractor is authorized payment for supplies/services received and accepted by VGJ upon receipt of contractor invoice. Payments shall be made within 30 of receipt of invoice but not before receipt and acceptance of supplies/services.

Offerors are encouraged to offer discount payment terms.

Section 5 – Terms and Conditions

Gratuities

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and review, VGJ determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (**e.g.**, an entertainment or gift) to an officer, official, or employee of VGJ; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The rights and remedies of VGJ provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Recycled Materials for Proposal Documents

(a) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to VGJ.

(b) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to VGJ, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

Contract Terms and Conditions

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. VGJ reserves the right to inspect or test any supplies or services that have been tendered for acceptance. VGJ may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, VGJ may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. VGJ must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(c) **Disputes.** Disputes arising under this contract shall be handled by the Procurement Official. The Procurement Official shall seek to resolve issues with the vendor on a fair and equitable basis. Issues not able to be resolved between the parties at this level shall be elevated to the VGJ Senior Director Level for final decision.

(d) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, unusually

severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(e) Invoice.

(1) The Contractor shall submit an original paper invoice (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information

(C) EFT banking information is not required if the EFT is not going to be used.

(2) Invoices will be paid within 30 days of receipt as long as goods have been received and accepted

(f) **Patent indemnity.** The Contractor shall indemnify VGJ and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(g) Payment.—

(1) **Items accepted.** Payment shall be made for items accepted by VGJ that have been delivered to the delivery destination(s) set forth in this contract.

(2) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of delivery of the items or the date of the invoice, whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(3) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that VGJ has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (**e.g.**, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(4) Interest.

(i) All amounts that become payable by the Contractor to VGJ under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due.

(h) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to VGJ upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to VGJ at the destination specified in the contract, if transportation is f.o.b. destination.

(i) **Taxes.** VGJ is a 501 c(3) non-profit organization that is tax-exempt. VGJ will provide its tax-exempt number to the selected offeror when needed. The vehicles are being purchased using federal funds; therefore, VGJ is eligible for government and special discounts and incentives. VGJ will provide additional information needed to determine qualifications to receive such discounts and incentives. Please submit your bid without state and federal taxes.

(j) **Termination for VGJ convenience.** VGJ reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of VGJ using its standard record keeping system, have resulted from the termination. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(k) **Termination for cause.** VGJ may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide VGJ, upon request, with adequate assurances of future performance. In the event of termination for cause, VGJ shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to VGJ for any and all rights and remedies provided by law.

(l) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to VGJ upon acceptance, regardless of when or where VGJ takes physical possession.

(m) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(n) **Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to VGJ for consequential damages resulting from any defect or deficiencies in accepted items.

Instructions to Offerors—Competitive Acquisition

(a) **Definitions.** As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **Amendments to solicitations.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (**e.g.**, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. All paper media offers shall be submitted typed or in ink. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with VGJ in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(vi) A statement specifying if your business qualifies for any minority or other special interest group status.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach VGJ’s office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., MST on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at VGJ’s office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and it is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to VGJ, will be considered at any time it is received and may be accepted.

(iii) Proposals may be withdrawn by written notice received at any time before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(6) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(7) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) **Offer expiration date.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) **Restriction on disclosure and use of data.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by VGJ except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside VGJ and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, VGJ shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit VGJ's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) VGJ intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) VGJ may reject any or all proposals if such action is in VGJ's interest.

(3) VGJ may waive informalities and minor irregularities in proposals received.

(4) VGJ intends to evaluate proposals and award a contract without discussions with offerors (except when minor clarifications are required). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. VGJ reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) VGJ reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) VGJ reserves the right to make multiple awards if, after considering the additional administrative costs, it is in VGJ's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by VGJ.

(8) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

Evaluation

(a) VGJ will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to VGJ – technical, price and other factors considered. The following factors shall be used to evaluate offers in descending order:

- Level to which proposed items meet technical specifications
- Price
- Delivery schedule
- Favorable product reviews (as established by open market sources such as automotive reviews, technical journal reviews, web customer reviews, etc.)
- Yearly estimated cost (based on fuel cost estimates, maintenance, insurance, etc.)
- Minority of special interest group status (i.e. small business, women-owned, disabled veteran, etc.)

Technical specifications and price, when combined, will constitute approximately 75% of the evaluation and the other factors shall make up the remaining 25%. However, the evaluation is not strictly quantitative and VGJ reserves the right to make awards based on the best overall value of all criteria considered.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, VGJ may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Payments

VGJ shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by VGJ if—

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

Trafficking in persons

(a) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (2) Procure a commercial sex act during the period of time that the award is in effect; or
- (3) Use forced labor in the performance of the award or subawards under the award.

(b) VGJ as the awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity is determined to have violated a prohibition in paragraph (a) of this award.

Section 6 – Attachments

		<u>Pages</u>
ATCH 1	New/Used Trailer Proposal Sheet	1

(End of Solicitation/Contract)