

REQUEST FOR SPECIAL PROCUREMENT No. 848-16

Submit a Special Request through ORPIN's DAS Special Request Forwarding Account to the Department of Administrative Services (DAS), Procurement Policy Section. The Agency Head or designee (e.g., Designated Procurement Officer) must authorize this Special Request.

PART A. Requesting Agency must complete Items 1 through 13.

1. **Requesting Agency Name:** DAS Enterprise Asset Management, Fleet and Parking Services
2. **Date of Request:** 5/4/2016
3. **Agency 5-digit Number:** 107104
4. **Agency Contact Name:** Greg Smith
5. **Phone:** 503-378-5789
6. **Type of Request:** Class Special Procurement Contract-Specific Special Procurement
7. **Time Period Requested:** From: 8/31/2016 To: 9/1/2026
8. **Total Estimated Cost:** \$12,000,000
9. **Title: Supplies and/or Services to be Acquired:** Repair and Maintenance Services (Services) including installation of replacement parts (Supplies) in motor vehicles owned and managed by DAS Fleet and Parking Services (DAS Fleet)
10. **Background and Proposed Contracting Procedure:** Provide a description of what has been done in the past and the proposed procedure. The Agency may, but is not required to, also include the following types of documents: Notice/Advertising, Solicitation(s), Bid/Proposal Forms(s), Contract Form(s), and any other documents or forms to be used in the proposed contracting procedure. Attach additional sheets as needed.

Request

DAS Procurement Services (DAS PS) on behalf of DAS Fleet requests approval of this Special Procurement (SP) and alternate method of an Approved Vendor List and a Best Value Analysis process for selecting vendors to provide Services and Supplies for DAS fleet vehicles.

Background

DAS Fleet vehicles are assigned to various state agencies in locations throughout the State of Oregon (State). For many years, DAS Fleet has used small vendor and dealerships shops to maintain and repair vehicles in all areas of the State where they could not be serviced by a DAS facility. DAS Fleet is now down to one facility, located in Salem, which is able to provide these services.

DAS Fleet currently does business with over 800 active vendors and dealerships throughout Oregon. Some businesses are utilized more often than others. Usage depends on the location, expertise, and number of DAS vehicles in the proximity to the vendor.

The Services currently provided include, but are not limited to:

- o Preventative/Minor maintenance to include oil changes, serpentine belts, filters, wipers blades and bulbs

- Major maintenance to include timing belts, spark plugs and system flushes
- Tire replacement & repairs
- Tire pressure monitor maintenance & repair
- Glass repair & replacement to include windshields
- Auto Body & Collision repair
- Interior cleaning/detailing services
- Upholstery repair and replacement
- Window tinting
- Locksmith services to include key duplication, rekeying lock cylinders and programming
- Towing services to include lockouts, jumpstarts, fuel delivery and tire changing
- Car audio & electronics to include hands free phone integration, navigation and GPS installation
- General mechanical repair to include auxiliary systems such as lift gates, roll up doors, cargo boxes, hydraulics and specialty modifications
- Medium/Heavy truck maintenance & repair
- Vehicle diagnostics to include trouble code retrieval, diagnosis and module reflashing
- Air conditioning maintenance & repair
- Antilock & Stability control system inspection & service
- Brake system inspection & repair to include brake pad/shoe replacement
- Cooling system maintenance & repair
- Drivetrain service & repair to include transmissions, transaxles, transfer cases and differentials
- Emission control maintenance & repair
- Exhaust system repair & replacement
- Electrical system maintenance & repair to include modifications and installation of accessories
- Fuel System maintenance & repair
- Ignition system maintenance & repair
- Starting & Charging system inspection & repair to include battery, starter and alternator replacement
- Suspension service & repair
- Supplemental Restraint Systems to include diagnosis/repair/replacement of air bags, seat belts and sensors

DAS Fleet will continue to obtain the Services (above) following the proposed contracting procedure described in this SP (below).

2011-2015: Activity data revealed of the 800 vendors, 247 vendors each had sales of over \$5,000 and of those, 140 vendors each had sales \$10,000 cumulatively from fiscal years 2011 through 2015. The aggregate total from all vendors was \$5.6 million. The average annual sales for services performed during that period was \$6,697 per vendor.

It is not cost effective, nor feasible to establish and manage individual contracts with every single vendor. The cost to hire additional staff needed to manage this the number of contracts which would be required by following regular procurement methods would exceed any benefit to the State. The added procurement process would also be a burden to smaller vendors and discourage from continuing business with DAS Fleet. In turn, this would actually reduce the number of small business owners the state engages (contrary to state policy goals), would limit options for facilitating timely and cost effective repair of the state's vehicles, and detrimentally affect the ability of agencies to deliver services to Oregonians.

A separate competitive procurement is being developed which may establish one or more statewide price agreements (PAs) for lube oil and filter services (a.k.a. “quick lube vendors”). PAs awarded from the procurement process will be available for use by all state agencies and Oregon Cooperative Procurement Program (ORCPP) members, which should standardize pricing and billing for public entities using these types of vendors.

The purpose of this SP is to notify the vendor community of the current DAS Fleet process for obtaining maintenance and repairs of DAS-owned vehicles, and the intention of continuing to manage the process and select vendors using the procedure below.

Proposed Contracting Procedure

Part I Public Notice

DAS PS will issue a Public Notice on the Oregon Procurement Information Network (ORPIN) for 7 calendar days regarding approval of the alternative process described in Part II. Advertisement of the SP will serve as notification to the vendor community of the approved alternative process. The notice will include provisions that any Affected Person may protest the approval of the SP and alternative process. If no protests to the SP are received and sustained, DAS PS will proceed with Part II below.

Part II Approved Vendor List

DAS Fleet has established a vendor registration package and approval process for vendors who wish to be on its Approved Vendor List.

a. Opportunity

DAS PS intends to post an Approved Alternate Opportunity (Opportunity) on ORPIN inviting vendors to apply to be placed on the DAS Fleet approved list. The Opportunity will be advertised using the NIGP code “928, Equipment maintenance and repair services for automobiles, truck, trailers, transit buses and other vehicles”. DAS was able to locate 41 businesses statewide who are certified COBID companies, as well as other businesses under the NIGP code.

The Opportunity will remain open through September 1, 2026, unless DAS PS and DAS Fleet determine it is in the best interest of the agency and State to discontinue the Opportunity. Vendors can apply at any time while the Opportunity is open.

b. Vendor Applications Process

Vendors currently providing the Services, and new applicants, will be sent a vendor registration packet (Attachment A). Applications can also be downloaded from the open Opportunity at any time.

Vendors wishing to be on the approved list and provide Services must fill out and sign the registration form and submit it to DAS Fleet for review and approval. The application and form include business and insurance requirements, and terms and conditions from the purchase orders that will be issued by DAS Fleet at the time of Service.

Vendors meeting all the requirements will be placed on the Approved Vendor List to offer Services.

c. Best Value Analysis (BVA)

Vendors will be selected from the approved list using a BVA process described in the Opportunity which may include, but is not limited to, vendor location, price, and availability to provide Services.

The vendor registration and application, approval and BVA process will be further described in the Opportunity.

11. Justification for use of Special Procurement: Describe the circumstances that justify the use of a Special Procurement. Attach relevant documentation.

DAS Fleet selected vendors based on the location, expertise, and number of DAS vehicles in the proximity to the vendor.

- Any delays in repair of vehicles costs the state time and money. The process described and managed by DAS Fleet is well established, competitive and has not experienced any issues with managing the statewide repair of the DAS Fleet's vehicle assets.
- Due to the large number of DAS vehicles assigned to agencies in cities and counties across the entire State, DAS Fleet must engage local vendors to keep the vehicles agencies use in their daily business safe and properly maintained.
- The Approved Vendor List and best value analysis process for selection is cost effective, efficient, and competitive.

12. Findings to Satisfy the Required Standards: This proposed special procurement:

X (a) will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts because:

- All vendors in Oregon will have the opportunity to participate in this Opportunity, as it will be open-continuous through July 1, 2026 and will include a Best Value Analysis when selecting a vendor from the Approved Vendor List to ensure competition.
- Vendors will be routinely evaluated and compared for cost of parts and services rendered, as well as ability to effectively repair issues in a timely manner. This allows state agencies to choose vendors as needed who specialize in certain types of repairs; cutting down on cost due to agency time loss and unnecessary diagnoses or repairs.

and

X (b)(i) will result in substantial cost savings to the contracting agency or to the public because:

The customary procurement processes and cost to administer a more traditional method would not bring any value to the process, nor gain any efficiencies for vendors, DAS Fleet, or our state agency customers. It would probably add cost to all parties concerned.

or

X (b)(ii) will otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of ORS 279B.055, 279B.060, 279B.065, or 279B.070, or any rules adopted thereunder because:

- The open-continuous Opportunity and Approved Vendor List will benefit the public due to the amount of business it would bring to the small businesses located throughout Oregon
- There will be competition amongst the vendors on the approved list.

13. **Optional Signature:** The signature of the Agency Head or designee (e.g., Designated Procurement Officer) is not required on the Request submitted through ORPIN. Agency may also elect to attach a signed Request as a pdf file through ORPIN or submit a signed hard-copy Request.

Electronically in ORPIN
Name _____

Date

PART B. The Procurement Policy Group of the Department of Administrative Services completes Part B.

STATUTORY AND RULE AUTHORITY:

ORS 279B.085(3) states the Director of the Department of Administrative Services may approve a special procurement if the Director finds that a written request submitted under ORS 279B.085(2) demonstrates that the use of a special procurement as described in the request, or an alternative procedure prescribed by the Director will:

- (a) Be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and
- (b)(A) Result in substantial cost savings to the contracting agency or to the public; or
- (B) Otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.

OAR 125-246-0170 delegates the authority of the Director of the Department of Administrative Services to approve special procurements to the Chief Procurement Officer. OAR 125-247-0285 through 125-247-0288 implement ORS 279B.085.


FINDINGS:

The findings are accepted, adopted, and incorporated by reference herein.

CONDITIONS OF APPROVAL:

1. **Notice Period before Award.** Procurement Services shall post the notice.
2. The Special Procurement may not be used until after the completion of the seven (7) day notice period required pursuant to OAR 125-247-0287(4), and either:
 - a. No protests or objections were received by Procurement Services in response to this notice, or
 - b. If any protest or objection is received during the notice period, then not until:
 - i. A copy of it is delivered to the Procurement Policy Analyst for this Special Procurement, and
 - ii. The Chief Procurement Officer or delegate confirms in writing the first possible award date.
3. **ORS 279A.165 Requirements.** Procurement Services shall comply with the requirements of ORS 279A.165 (SB 1518), regarding a report about this Special Procurement. Procurement Services shall use a form and follow the instructions provided by the Chief Procurement Officer or delegate.

APPROVED:



Debbie Dennis, Chief Procurement Officer,
Department of Administrative Services

81816

Date

SP 848-16
Attachment A

APPLICATION FOR VENDOR REGISTRATION

Oregon Department of Administrative Services, Fleet Administration (Agency or DAS Fleet) requires all vendors who perform work on or intend to perform work on DAS Fleet vehicles to fill out the following registration and submit the form via one of these options:

Mail to: State of Oregon DAS Fleet
1100 Airport Rd SE
Salem OR 97301-6082

OR

Email: Field.Services@oregon.gov

Fax: 503-373-7796

The completed registration will then be added to the Approved Vendor List.

Please call the Field Service Coordinators at 1-800-378-0077 for any questions.

Legal Business Name: _____

Business Owner: _____

Primary Contact: _____

E-Mail address of Primary Contact: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Ext. _____ Fax Number: _____

FEIN: (Business Tax Identification) _____

Is your business registered with the State of Oregon, Secretary of State? Yes No

If no, please explain why _____

Requirement: Garage Liability Insurance including liability for vehicles left for repair? Yes No

• If 50 or fewer vehicles on premises- No less than \$1,000,000 insurance coverage Yes No

• If 51 or more vehicles on premises - No less than \$2,000,000 insurance coverage Yes No

Requirement- Workman's Compensation Insurance Yes No

If no, please explain why _____

Are you a Certified Eco-Logical Business? <http://www.deq.state.or.us/aq/bap/> Yes No

Do you employ ASE or factory certified technicians? Yes No

Certifications your employees maintain (A1-A8 L1, L2) _____

Is your business ASE Certified? Other? _____ Yes No

Labor rate _____ /HR _____

Fleet discounts on Parts and Labor? Yes No

Labor Discount _____ % Parts Discount _____ % Other Discounts? _____

URL to your business website: www. _____

Are you a dealership? Yes No

May we share your information with other state fleets?

Yes No

CONTINUED ON NEXT PAGE

Please check the services your business will perform

- Preventative/Minor maintenance to include oil changes, serpentine belts, filters, wipers blades and bulbs
- Major maintenance to include timing belts, spark plugs and system flushes
- Tire replacement & repairs
- Tire pressure monitor maintenance & repair
- Glass repair & replacement to include windshields
- Auto Body & Collision repair
- Interior cleaning/detailing services
- Upholstery repair and replacement
- Window tinting
- Locksmith services to include key duplication, rekeying lock cylinders and programming
- Towing services to include lockouts, jumpstarts, fuel delivery and tire changing
- Car audio & electronics to include hands free phone integration, navigation and GPS installation
- General mechanical repair to include auxiliary systems such as lift gates, roll up doors, cargo boxes, hydraulics and specialty modifications
- Medium/Heavy truck maintenance & repair
- Vehicle diagnostics to include trouble code retrieval, diagnosis and module reflashing
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- Drivetrain service & repair to include transmissions, transaxles, transfer cases and differentials
- Emission control maintenance & repair
- Exhaust system repair & replacement
- Electrical system maintenance & repair to include modifications and installation of accessories
- Fuel System maintenance & repair
- Ignition system maintenance & repair
- Starting & Charging system inspection & repair to include battery, starter and alternator replacement
- Suspension service & repair
- Supplemental Restraint Systems to include diagnosis/repair/replacement of air bags, seat belts and sensors
- Other Services? _____

Comments _____

Upon approval by DAS Fleet, the vendor shall perform the services in a timely, efficient, and professional manner. When a vehicle is in need of repair, the vendor shall contact DAS Fleet and request a Purchase Order number for the work. After initial diagnosis of the problem, the vendor shall call DAS Fleet again with the estimated cost and request approval of the work, via signed Purchase Order. If the repairs are approved and when the work is completed, the vendor will submit an invoice to DAS Fleet, at the address on page 1 of this application.

The vendor must maintain at its own expense, throughout the time the vendor remains on the Approved Vendor List, Garage Liability Insurance at the applicable minimum coverage level listed as a Requirement on page 1 of this application.

By signature of this document, vendor attests to the following:

- I am an authorized agent of the vendor, and I have full authority from the vendor to submit this attestation and accept the responsibilities stated herein.
- I have knowledge regarding the vendor's payment of taxes, and to the best of my knowledge, the vendor is not in violation of any Oregon tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.

- The vendor shall provide written notice to Agency within two business days of any change to the vendor's status of tax law compliance.
- I have read, understand and agree to the State of Oregon Terms and Conditions (Attachment A). As used in Attachment A, the term "Contractor" means vendor.

By applying for placement on the Approved Vendor List, the vendor understands and expressly agrees that DAS Fleet and state agency customers may, in their discretion, also make purchases of automotive lubricants, parts, tires, accessories, parts and services under any existing or future State of Oregon price agreements under which the contractor offers those goods or services. Placement on the Approved Vendor List does not give or guarantee to the vendor any particular volume of sales to the State of Oregon, DAS Fleet, or any state customer agencies. Placement on the Approved Vendor List does not give or guarantee to the vendor any exclusive rights to sell or exclusive territory in which the vendor may sell, any goods or services to the State of Oregon, DAS Fleet, or any state customer agencies. By applying for placement on the Approved Vendor List, the vendor expressly **WAIVES and RELIQUISHES any CLAIM it may have arising out of the actual volume or character of the goods or services ordered or provided under the Approved Vendor List system authorized by DAS Special Procurement No. [REDACTED], dated [REDACTED] 2016.**

Signature: _____

Print Name _____

Date: _____

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Attachment A: STATE OF OREGON –TERMS AND CONDITIONS

1. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

2. INSPECTIONS: Agency may inspect and test the Goods and related Services (collectively, Goods). Agency may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, Agency may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit Agency's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

3. PAYMENT: Agency shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later. If Agency fails to pay within 45 days of such date, Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law, if lower, on the outstanding balance.

4. STATE PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the State may pay such claim and charge that payment against any payment due to the Contractor under this PO. The State's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the State.

6. TERMINATION: (i) The parties may terminate this PO by mutual agreement. (ii) Agency may terminate this PO at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and Agency shall pay Contractor for Goods delivered and accepted. (iii) Agency may terminate this PO at any time if Agency fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any PO provision or is declared insolvent, Agency may terminate this PO for cause with written notice to Contractor, and Contractor shall be liable for all direct, incidental, and consequential damages resulting from its breach, including all damages as provided in the UCC.

7. HOLD HARMLESS: *Contractor shall indemnify, defend and hold harmless the State and its agencies, their divisions, officers, employees, and agents, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this PO.*

8. GOVERNING LAW, JURISDICTION, VENUE: This PO is governed by Oregon law, without resort to any other jurisdiction's laws. Any claim, action, suit, or proceeding between the State and the Contractor that relates to this PO (Claim) must be heard exclusively in the Circuit Court of Marion County for the State of Oregon. Contractor consents to the in personam jurisdiction of this court. *Neither this Section nor any other provision of this PO is a waiver by the State of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or from the jurisdiction of any court.*

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. Agency may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, transfer, or subcontract rights (Subcontract) or delegate responsibilities under this PO in whole or in part, without the prior written approval of Agency. This PO's provisions are binding upon and inure to the benefit of the parties to the PO and their respective successors and assigns.

11. ACCESS TO RECORDS: Contractor shall maintain all accounting records relating to this PO according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant the State and its agencies, the Secretary of State Audits Division, the federal government, and their duly authorized representatives' access to the Records, including reviewing, auditing, copying, and making transcripts.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as amended (Rules), including: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (vii) ORS Chapter 659; (viii) ORS 279B.020, , and 279B.270; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. Agency's performance is conditioned upon Contractor's compliance with, 279B.220, 279B.225, 279B.230, and 279B.235, as applicable. All applicable Rules are incorporated by reference in this PO.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. [Ts & Cs Insurance alternative] REQUIRED INSURANCE: Contractor must maintain at its own expense, throughout the time Contractor remains on the Approved Vendor List, Garage Liability Insurance at the applicable minimum coverage level listed as a Requirement on the application.

15. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

16. MATERIAL SAFETY DATA SHEET: Contractor shall provide Agency with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

17. RECYCLABLE PRODUCTS: Unless otherwise required, Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the PO. These products shall include recycled paper, recycled PETE products, other recycled products (ORS 279A.010(1)(gg),(hh),(ii)), and other recycled plastic resin products.

18. AMENDMENTS: All amendments to this PO must be in writing, signed by Agency.

19. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

20. WAIVER: Agency's failure to enforce any provision of this PO is not a waiver or relinquishment by Agency of its rights to such performance in the future or to enforce any other provisions.

21. AWARD TO FOREIGN CONTRACTOR: If Contractor is not registered to do business or has no office in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this PO. Agency may withhold final payment under this PO until Contractor has met this requirement.

22. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

END OF DOCUMENT