



REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

**City of Lynchburg, Virginia
Procurement Division**

**Proposal Title: Turnkey Parts Operation – Fleet Services
(Parts Procurement & Parts Room Management)**

This is the City of Lynchburg's Request for Proposals (RFP) No. 2015-976, issued April 10, 2015. Direct inquiries for information should be directed to Florence Randolph: e-mail: Florence.randolph@lynchburgva.gov; Phone: 434-455-3965; Fax: 434-845-0711. All requests for clarification of or questions regarding this RFP must be made in writing and received by 2:00 P.M., May 7, 2015. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

A pre-proposal meeting will be held on April 22, 2015 at 10:00 a.m. (EST) at the Fleet Services facility located at 1650 Memorial Avenue, Lynchburg, VA 24501. Attendance is optional but it is strongly encouraged that potential suppliers participate in the pre-proposal process.

Sealed proposals will be publicly accepted prior to 4:00 P.M., May 15, 2015, however, only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division, and all Offerors are responsible for obtaining issued addenda from the City's Procurement website: <http://www.lynchburgva.gov/current-solicitations>

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:

Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s): _____

See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: () _____

Fax: _____ () _____

Email Address: _____

Signature: _____

Typed or Printed Name, Title

Florence H. Randolph
Purchasing Technician, Signature

I. SUBMISSION OF PROPOSALS

- A. An original (1), so marked, and four (4) copies, so marked, for a total of six (6) copies of the Proposal document are required. In addition, one (1) copy of the Proposal in an electronic format or CD in Microsoft Word format or PDF file must accompany the Proposal. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this RFP shall be grounds for the City to reject such Proposals. Telegraphic or facsimile submission of Proposals will not be considered. Nothing herein is intended to exclude any responsible Service Provider or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals. The content of the RFP and the successful Offeror's Proposal will become an integral part of the Contract, but may be modified by provision of the Contract. Offerors must be amenable to inclusion in a Contract any information, exclusive of that which is determined to be proprietary, provided either in response to this RFP or subsequently discussed and agreed upon during the selection/negotiation process. The information received will be considered contractual in nature, and will be used in validation and evaluation of Proposals, and in subsequent actions related to Contract execution and performance of responsibilities.

The electronic format of the required text shall be Microsoft Office 2000 or higher or PDF file. **The hard copy proposal shall be bound and prepared on 8 ½ x 11" sheets (one sided only). The text shall contain no more than 30 pages of minimum 12- point type lettering for sections 1-6 described below. Text exceeding 30 pages for sections 1-6 will be discarded and neither considered nor read.**

Supplementary visual aids, films and other extraneous materials will not be accepted.

Any reproductions of photos, drawings, and or diagrams included in the proposal copies shall be the same as the original. Once submitted, proposals cannot be altered without prior written consent of the City of Lynchburg, Department of Fleet Services.

- B. Submission of Proprietary Information
- Trade secrets or proprietary information submitted by a Service Provider in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Service Provider must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. (Section 2.2-4342 F. of the Code of Virginia). Service Providers shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Service Providers may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered public information.
- C. Proposals having any erasures or corrections must be initialed in ink by the Service Provider.

- D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple service providers. Any contract resulting from this Request for Proposals shall not be exclusive to the successful Service Provider. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interest.
- E. By submitting a proposal response, the Service Provider agrees that the proposal response will not be withdrawn for a period of 90 days following the closing date for receipt of proposals.
- F. By submitting a proposal response, the Service Provider certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.
- G. By submitting a proposal response, the Service Provider certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Service Provider, supplier, manufacturer or sub-service provider in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. The City does not discriminate against faith-based organizations.
- I. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- J. The City will not be responsible for any expense incurred by any Service Provider in preparing and submitting a proposal response. All proposals submitted will become the property of the City.
- K. By submitting a proposal, the Offeror is certifying that Offeror is not currently debarred by the City, or in a procurement involving federal funds, by the Federal Government. A copy of the City debarment procedure in accordance with Section 18.1-10 of the City's Procurement Ordinance is available upon request.

II. PURPOSE

The City of Lynchburg – Fleet Services is seeking a vendor to provide the fleet management parts supply and purchasing functions for the City's maintenance operations. This request for proposal details the requirement for responsible firms to provide a Turnkey On-Site Parts Operation for the City.

III. PROPOSED SCHEDULE OF IMPLEMENTATION

<u>Date</u>	<u>Schedule of Items</u>
April 8, 2015	Issue Request for Proposal
April 22, 2015	Pre-proposal meeting at 10:00 am (EST)
May 7, 2015	Deadline for written questions – 2:00 pm
May 15, 2015	Proposals due – 4:00 pm
June 1-2, 2015	Interviews with shortlisted providers
June 3-4, 2015	Negotiations with selected provider
June 10, 2015	Fleet Board approval
July 1, 2015	Begin service under new contract

IV. PROJECT BACKGROUND

The City of Lynchburg outsourced the majority of its parts procurement and parts management functions approximately 15 years ago and is currently at the end of its current agreement with a parts supplier. The current contract expires June 30, 2015 and the general purpose of this request for proposal is to solicit new proposals. The City’s fleet maintenance functions are spread over several maintenance facilities although the parts procurement and management functions by the current provider do not apply to each facility.

- The City’s Central Fleet Maintenance Shop is located at 1650 Memorial Avenue and approximately 620 fleet assets are maintained at this facility including police sedans; administrative vehicles; light, medium, heavy and specialized trucks; and miscellaneous assets such as mowers, tractors and other small off-road equipment. The current contractor has a staff of employees at this location who purchase and dispense all repair parts needed at this shop. The hours of operation are 7 am – 5 pm Monday through Friday. Contractors submitting a proposal shall state how they will manage the parts operation including staff required.
- The City’s Fire Equipment Maintenance Shop is located adjacent to Station #7 in the 2400 block of Lakeside Drive where approximately 45 pieces of equipment are maintained including pumpers; ladder trucks; ambulances; and assorted SUVs and sedans. This operation currently sources its own parts and purchases them outside the City’s contract. Contractors submitting a proposal shall state if they possess the skills necessary to manage the part process required by the fire department and express any interest they might have in managing the parts operation for them.
- The City’s Waste Management Maintenance Shop is located adjacent to the City’s landfill at 2525 Concord Turnpike where approximately 30 heavy duty assets are maintained such as rear and side loaders; knucklebooms; and roll-off trucks used for recycling. The current parts contractor provides most of the parts used by the operation but does not have a staff person stationed there.

- Lynchburg City Schools maintains approximately 140 fleet assets such as buses (approx. 110), pickups, sedans and mowing equipment at a maintenance complex located at 3525 John Capron Road. This operation currently sources its own parts and purchases them outside the City’s contract. Contractors submitting a proposal shall state if they possess the skills necessary to manage the part process required by the school’s corporation and express any interest they might have in managing the parts operation for them.

V. CURRENT VOLUME OF PARTS PURCHASES

<u>Shop</u>	<u>Volume</u>
Central Automotive Shop	\$ 415,000
Fire Equipment Shop	\$ 185,000
Waste Management Shop	\$ 105,000
School’s Corporation	\$ unknown
TOTAL REQUIREMENTS	\$705,000 with Fire and \$520,000 without Fire

VI. SUMMARY OF REQUIREMENTS

A. The Successful Contractor will Provide Products and Services

The City desires to enter into an agreement with a single vendor that will be responsible for providing all of the parts and related supplies required for the proper maintenance and repair of the City’s fleet during the working hours of the various fleet maintenance operations in the City. This same vendor will be responsible for staffing a service counter in the City’s central fleet maintenance shop in order to provide direct service to the City’s fleet maintenance staff. The successful contractor will become the City’s parts supply partner and will be required to provide products and related services for the life of the agreement.

B. The Successful Contractor will be Chosen on the Basis of a Competitive Proposal and Negotiation Process

The City recognizes that to be successful, any agreement must result in a working partnership between the City and the contractor. The City must be able to rely on its contractor to make the best and the most cost effective parts supply decisions on behalf of the City. However, all successful partnerships are grounded in a baseline understanding of the requirements and roles to be played by each partner. In addition, the costs to be incurred, and the benefits to be gained from the formation of the partnership must be understood at the outset. This is especially true in any public-private partnership where the interests of the taxpayer must be kept in the forefront. Therefore, an agreement cannot be reached on the basis of trust alone and the City must be able to conduct a service quality and cost comparison on the basis of the proposals received. The successful contractor will be subject to performance standards and will provide pricing for products and services as follows:

1. **Service Quality and Service Pricing**

The successful contractor will demonstrate the quality of its services through its written proposal and follow-up discussions with the City. The successful contractor shall ensure consistent service throughout the agreement by meeting specific delivery time standards for various categories of products. The cost of providing the technical expertise, counter service, account management and other services, which will be required by the agreement, will be charged to the City on a fixed annual fee basis. Certain other services which periodically may be required (i.e. overtime during emergency services) will be charged on a time and materials basis.
2. **Pick-up and Delivery**

Time is of the essence when servicing vehicles and promptness in securing a repair part has a profound impact on how long a fleet asset is down for service. As part of the contractor's response to this solicitation, a detailed discussion of how parts and supplies will be received shall be covered. To expedite parts delivery, the successful contractor shall own and utilize at least one service vehicle for pickup and delivery of parts.
3. **Product Quality and Product Pricing**

The City recognizes the complexity involved with developing a pricing methodology for the products which will be required. The City's fleet will need thousands of unique maintenance and repair items over the life of the agreement. These items will be available from a variety of manufacturers and vendors, each of which provide products of mixed quality and durability. There is no single vendor that can supply all of the products which will be required by the fleet with the quality demanded by the City's maintenance personnel. Even among otherwise comparable items, there is no consistent pricing benchmark between vendors that will allow for an easy price comparison. This does not, however, relieve the City of the requirement to conduct a cost comparison. This RFP includes an approach designed to identify and compare prices on the items which represent the majority of expected volume, but which is represented by a minority of actual items. This application of the "80/20" rule will minimize the effort involved in developing proposals, while still resulting in a valid cost comparison.

 - a. Original equipment (OEM) quality parts, supplies and equipment or the equivalent or better are required. A minimum of Grade 8 is required on all fasteners. All hydraulic equipment and parts must meet JIC and SAE specifications. The City reserves the right to inspect the quality, materials, supplies and equipment and to reject items deemed inferior (e.g. not meeting OEM standards or better).
 - b. The City reserves the right to purchase parts and other supplies that cannot be provided by the contractor within the timeframes specified, or that do not meet OEM quality, or that are deemed inferior or unacceptable to the City, or that may be purchased by the City at a price lower than the contractor's price. The contractor shall be responsible for any freight or premium paid by the City for parts or supplies the contractor was unable to provide within the established timeframes.

- c. The City reserves the right to determine which product must be new, refurbished, recycled or re-treaded. The contractor shall also accept industry standard cores for rebuilding such as water pumps, alternators, engine blocks, brakes, etc.
- d. The City will work with the contractor to determine the parts to carry in inventory. This determination may be based on usage, fleet size, season at hand, etc. or any combination of the above factors.
- e. Any parts or materials purchased by the contractor and shipped to the City that results in premium transportation to expedite delivery must be agreed to before the contractor secures the item. Additional freight expense incurred due to contractor oversight or error shall be absorbed by the contractor and not by the City.

C. Description of Requirements for a Successful Proposal

The remainder of this RFP describes in detail the services required of the successful contractor, the minimal acceptable standards of performance, and the product quality standards required. The RFP also provides a description of the vehicles for which parts must be supplied, and identifies certain categories of parts and supplies which the City feels represent the majority of items to be supplied under an agreement. The successful contractor will follow a two-phase proposal submission process. This process will provide the City with a clear understanding of how the contractor proposes to provide the required services, how the standards of performance will be met or exceeded, which product brands are proposed in the specific categories identified, and at what cost to the City. Each contractor's written proposal will serve to distinguish that contractor for selection by the City. It will also serve as the foundation on which a long-term partnership will be built. The two phases of the proposal submission process are as follows:

Phase 1 – The contractor will submit a **Technical & Cost Proposal** which fully describes its approach to providing, and the cost of providing, each specific service outlined in the Scope of Services section of this RFP. Included in this response will be a description of how the vendor proposes to meet the delivery performance standards. Another key part of the contractor's proposal will be a list which fully describes the brand name of the products, and a price list that the vendor proposes to use for each of the part categories specifically identified by the RFP. This list must be inclusive of all of the vehicles identified in this RFP. In other words, if one manufacturer's product offering does not provide full coverage of all vehicle types, then more than one brand name must be provided. The comprehensiveness of this submission, as well as an assessment of the value provided by the proposed products (i.e., quality versus cost), will be a key determining factor in selection of the preferred contractor.

Phase 2 – Each contractor will be provided with a market-basket sampling of products required by the City. This sampling will identify a group of representative items from the list of product categories and vehicles identified in the RFP. The contractor will specify the specific part number to be supplied and will calculate and submit their net selling price for each item. These items should be clearly identifiable from the previously submitted list of reference price lists. If the City is not satisfied with a particular brand name proposed by the contractor, it will be identified, and an opportunity provided for the contractor to propose an alternate during this phase of the submission process.

The City will utilize the results of these two phases to select the best contractor with which to enter into negotiations. This proposal submission process is fully described in a subsequent section of this RFP.

D. Definitions

1. Target and Non-Target Services

The services to be supplied under the agreement are identified as either “Target” or “Non-Target” throughout this RFP. Definitions of each are provided below.

- **“Target Services”** – Target services are identified as such in the Scope of Services section of this RFP. All Target services will be provided for a fixed annual fee, as defined in the submittal requirements section of this RFP.
- **“Non-Target Services”** – Non-target services are identified as such in the Scope of Services section of this RFP. They are to be provided on an hourly labor rate basis which must be defined and provided in accordance with the submittal requirements section of this RFP.

2. Identified and Unidentified Products

- **“Identified” Products** – Identified products are those which are encompassed by the named product categories in this RFP and consists of products for which published price lists exist. Identified products will be provided in accordance with the price lists quoted in the contractor’s initial proposal submission. These price lists will be utilized throughout the agreement. However, the City will allow revised price lists in the same series to take precedence when they are issued by the manufacturer of the subject product in the form of a factory price increase.
- **“Unidentified” Products** – Unidentified products are all products and supplies not encompassed by the named product categories in this RFP and for which published price lists do not exist. For example, radiator caps are included on the list of Identified products, but a replacement radiator is not specifically listed and is, therefore, an Unidentified product by definition. A method for pricing of unidentified products must be defined by the contractor and provided in accordance with the submittal requirements section of this RFP.

VII. SCOPE OF SERVICES

Target Services

A. Procuring Parts & Supplies for Fleet Maintenance

The contractor will act as a parts broker, and will procure and furnish all parts, materials, supplies, and fluids required for the operation and maintenance of City vehicles. Parts and supplies will be provided in accordance with the quality and delivery time standards outlined elsewhere in this RFP. *The contractor will only charge the City for identified and unidentified parts actually requested by authorized fleet maintenance personnel, and issued for use on City vehicles.* The contractor will arrange and manage all necessary sources of supply, place and process; track all orders with the various parts vendors; pickup and deliver said product; notify City staff when product arrives; and process payment to the vendors for products purchased for use on the City’s fleet. Local sourcing shall be utilized as much as possible to avail the City of quick access to parts with local delivery.

B. Procuring Miscellaneous Supplies

The contractor may, in addition to fleet maintenance items, be required to supply certain commodities that are not directly related to the maintenance and repair of the fleet, but which may be required by City personnel. Examples of these items include:

- Dust masks
- Ear plugs
- Fire extinguishers
- First aid kits
- Paints
- Propane

A nuts and bolts bin shall be conveniently located for access by City technicians; the inventory of nuts and bolts shall be kept current and inclusive to the requirements of the City.

Tires: All tires shall be purchased using established Commonwealth of Virginia contracts where contracts exist. Where contracts do not exist, contractor shall ask for competitive prices from at least two (2) and preferably three (3) tire suppliers.

C. Maintaining Adequate Parts Inventories

The contractor will own and manage an inventory of spare parts and related supplies adequate to meet the parts delivery time standards outlined in this RFP which will be stored at the central maintenance facility at 1650 Memorial Avenue. The City reserves the right to procure certain parts and supplies considered to be critical to service and repair during emergency situations outside of the agreement. The contractor will take possession of these items and will track inventory transactions using the city provided fleet management information system. These items will be issued to City vehicles at no additional cost to the City.

D. Parts Room Counter Service and Technical Advice

1. The contractor will provide on-site counter service during all work hours with sufficiently trained, knowledgeable, and service-oriented personnel to adequately meet the parts availability standards outlined in this RFP, and to allow for minimal interruption to the productivity of fleet maintenance personnel. The contractor's proposal shall include provisions for staffing not only during normal work hours but also during times of emergency, vacation and sick leave—at no time will parts counter service be left unstaffed at the Memorial Avenue location. The contractor is responsible for securing a replacement when a contractor employee is away on leave or is out of the building securing parts. The current normal working hours are 7:00 AM to 5:00 PM Monday through Friday but are subject to change at the City's sole discretion. If the normal working hours do change, the City will provide an opportunity for the contractor to adjust its contract cost. *The contractor will outline, in detail, as part of its proposal, methods for ensuring that adequate service is provided to maintenance personnel at facilities where on-site counter service is not feasible or desirable.* The City will rely on the contractor's on-site personnel to provide technical advice and guidance regarding parts quality and the overall procurement and supplies.

2. The contractor shall be responsible for the hiring, staffing, promoting, transferring, and dismissal of any person employed in the performance of the resulting contract. The contractor

shall also be responsible for all wages, taxes, fringe benefits, training and any other cost necessary for those employees. The City must agree upon the personnel selected by the contractor prior to their hire. In the event a contractor's employee engages in activities or work habits that are deemed by the City to be detrimental to its overall goals and objectives, the City will notify the contractor of said actions and require the contractor to provide a corrective action plan. The contractor will be provided an opportunity to correct deficiencies in staff performance. The City reserves the right to require that the contractor replace any employee for failure to meet guidelines established during the corrective action process or who in any way hinders the City operations.

E. Disposal of Waste Products

1. The contractor shall be responsible for the proper disposal of all waste products related to the parts supply function. Examples include (but are not limited to) used oils, lubricants, tires, batteries, filters, and coolant. The contractor will comply with all federal, state, and local regulations regarding hazardous material disposal in complying with the requirements of this section.

2. The City will provide a scrap bin for the recycling of scrap metal products. Products placed into this bin will be sold for scrap metal revenue and contractor employees shall not remove materials from this bin.

F. Record Keeping, Reference Material, and Reporting Requirements

1. Contractor Records - The contractor shall provide authorized representatives of the City access to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, time cards, and memoranda, and upon request shall provide cost verification for parts provided to the City.
2. Reference Files and Procedures - The contractor shall maintain a complete file of parts manuals, parts bulletins, and other information needed to properly identify and provide the parts and supplies needed to service and repair the fleet. These records become the property of the City at contract termination or conclusion.
3. Daily and Monthly Report - The contractor shall submit a daily report to the City that fully describes the parts supplied the prior business day, by line item and with costs assigned. A monthly report will summarize the parts supplied the previous month by category and overall cost. The City reserves the right to direct the contractor to add additional information to the daily and monthly reports as needed.
4. Annual Report - Within thirty (30) days after the conclusion of each fiscal year (current fiscal year ends June 30) the contractor will submit to the City a written annual report that summarizes the year's activity in a format agreed upon by the contractor and the City.
5. Weekly Warranty Report - The contractor shall submit a monthly report to the City that fully describes the parts eligible and supplied, by line item and with costs assigned, under the warranty provisions of this RFP.
6. Ad Hoc Reporting - The City reserves the right to obtain additional reports as required.

G. Management Information Systems

1. The contractor shall use a computer software system to control and report on inventory operations. The contractor will utilize computer hardware and software capable of

monitoring at a minimum the following: parts on hand and on order, back ordered parts, usage, costs, and warranted parts. The City reserves the right to ask for all reports considered necessary to monitor the contractor's operation and to receive them on whatever frequency needed (i.e. daily, weekly, or monthly). The contractor shall be responsible for supplying all of the associated hardware and software for this system.

2. The City currently uses a fleet management information system called *FASTER*. The contractor shall be responsible for entering all required information into *FASTER* to adequately record the issue of each part and supply against each relevant electronic work order record. This data entry function must be performed in real-time and as the issue is being processed. The City will provide the hardware and software required for the contractor to access this system.
3. The City desires a contractor whose proposal includes seamless electronic integration of the contractor's parts supply function with the City's *FASTER* system. This can include, if the contractor desires, the use of the *FASTER* system by the contractor, or an electronic interchange of data between the City's system and the contractor's system. If the contractor chooses to utilize the City's *FASTER* system, training on its use will be provided. The contractor will describe how it will work with the City to ensure that the integration of the two systems can take place if two systems will be used.
4. The contractor shall never issue parts or supplies to City personnel without a City work order.
5. The contractor shall maintain warranty records of items issued and issue a credit, including parts and labor, due the City that are covered under these warranties.

H. Use of Existing City Facilities

1. The City will permit the contractor to use existing maintenance facility parts rooms to include installed equipment such as furniture, computer equipment, shelving, and racks. The contractor will be provided with complete access to those portions of facilities so designated for their use. Access to installed systems for the dispensing of bulk fluids and lubricants will be provided. The contractor will be solely responsible for maintaining the integrity of the inventory and its use of the City facilities will comply with all applicable federal, state, and local laws, codes, rules, and regulations whether currently in force or subsequently adopted.
2. The City retains the right to possess a key to the parts areas to be used to gain access in case of an emergency.
3. The City will be responsible for supplying all utilities except telephones. The contractor must supply its own telephone systems and shall exercise prudent judgment at all times to minimize its consumption of utilities while occupying City facilities.
4. The City will be responsible for preventive maintenance and repair of the facilities provided for the contractor's use, unless such repair is due to the negligence of the contractor in which case the contractor shall be held responsible. The contractor must inform the City immediately upon determining that any element of the facility is in need of repair. Failure to do so could be deemed contractor negligence. The City will give notice to the contractor prior to performing repairs.

5. The contractor shall not use the facilities or other property furnished by the City for provision of parts to vehicles or equipment not controlled by the City unless otherwise authorized in writing by the City. **This exclusion extends to the sale of products to City employees for their personal use.** The property of the City will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the contractor or the contractor's employees other than in the performance of the work described in the agreement unless authorized in writing by the City.
6. The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at maintenance facilities. The contractor will be responsible for identifying any hazardous conditions and notifying the City of these conditions in writing within thirty (30) days of agreement award and prior to occupation of the property.
7. Within ten (10) days of agreement award, the contractor will schedule with the City a joint parts room inspection for the purpose of identifying pre-existing conditions pertaining to the buildings, utility systems, equipment, and other assets. The contractor and the City together will make a complete and systematic inspection and inventory of all structural, mechanical, electrical, utility systems, and equipment and furniture to which the contractor will have access during the course of the agreement period. Within five (5) days of this inspection, the contractor will then prepare and submit to the City a Pre-Existing Condition Report describing any observed deficiency pertaining to the building structure, systems, equipment, or other assets noted during the joint inspection.
8. The contractor will be required to acknowledge by signature receipt of assets provided by the City for the contractor's use. The assets accepted by the contractor for the term of the agreement will then become the responsibility of the contractor. Upon completion of the agreement, these assets will be returned in the same condition in which they were provided to the contractor, less normal wear and tear. The contractor will be responsible for replacing any stolen, missing, or destroyed asset with a comparable asset at the contractor's expense.
9. The contractor shall provide any specialized equipment such as terminals and printers for the contractor's computer system, office machines, file cabinets and delivery vehicle(s) and other facilities and services that may be mutually agreed to.
10. City provided scrap bins will be provided for the recycling of scrap metal products that are sold by the City for general revenue. Products placed into these bins will not be removed by contractor employees.

I. Identified Parts

1. "Identified" parts are limited to those included in the following matrix and its attached notes. Identified parts must be provided for the vehicle fleet described in Attachment 1 to this RFP. **EIGHTY (80%) OF ALL IDENTIFIED PARTS SHALL BE DELIVERED IMMEDIATELY BEFORE THE END OF THE CURRENT WORK DAY AND 100% SHALL BE DELIVERED BY THE END OF THE WORK DAY FOLLOWING THE REQUEST.**
2. The contractor shall at the request of the City provide a management report that confirms the delivery standards as written have been met.

Identified Part Category	Component Parts
Air Brakes	Brake linings, drums, brake chambers, anchor pin kits, s-cams, application valves, relay valves, air compressors, air lines, fittings
Air Conditioning Parts	Compressors (rebuilt and new), clutch assemblies, freon, evaporators, expansion valves, orifice tubes, hoses, o-rings, seals
Alternators & Starters	New and rebuilt alternators and starters, solenoid assemblies
Batteries	Batteries, battery cables, connectors
Belts & Hoses	Radiator hoses, heater hoses, drive belts, serpentine belts
Cooling System Parts	Thermostats, radiator caps, water pumps
Drive-train	Constant velocity joints, driveshaft universal joints, driveshaft hanger bearings, drive axle bearings, seals
Electrical & Accessory	Wiper blades, headlamps, small bulbs, light lenses, fuses, fusible links, bulk wiring, wire connectors, fasteners, wiring loom
Emission System	EGR valves, PCV valves, MAP sensors, oxygen sensors,
Engine Electrical	Spark plugs, caps, rotors, coils, modules, spark plug cables, sensors, switches, senders
Engine Fuel	Fuel pump, fuel lines and tubing, seals
Exhaust	Piping, mufflers, catalytic converters, clamps, brackets, hangers, flexpipe
Filters	Oil filters, air filters, primary and secondary fuel filters, water filters, automatic transmission filter kits, hydraulic filters, cabin filters
Hydraulic Brakes	Disc pads, brake shoes, rotors, drums, master cylinders, wheel cylinders, hydrovac unit, hydraulic booster/accumulator
Hydraulic Parts	Hydraulic lines, fittings, hoses, valves, cylinders, couplings
Lubricants & Fluids	Bulk oil, gear lube, grease, anti-freeze, coolant additives, fuel additives, windshield washer fluid, hydraulic oils, automatic transmission fluid, DEF fluid
Steering & Suspension	Shock absorbers, power steering pumps (rebuilt), p/s hoses, tie rod ends, idler arms, relay rods, ball joints, kingpins, upper & lower control arm bushings, wheel bearings, seals
Tires	Tires and tubes, mounted and unmounted tires, wheel weights, valve stems

Note – The following restrictions on the brand name products must be adhered to:

- All parts for Police and Sheriff patrol vehicles must be OEM parts or City approved equivalent;
- All tires for patrol vehicles shall be speed rated;

- All repair parts for Godwin Hydraulic Control Systems on snow removal equipment must be OEM parts or City approved equivalent;
- Tire Policy for medium and heavy trucks:
 - Tires must be new for steering axle (front) and recapped for drive axles (rear);
 - New tires will have a regular tread design and recaps will have a lug tread design;
 - Contractor shall provide tires mounted on rims of quality approved by the City. Mounting and reconditioning of rims and wheels should be contracted with a full service recapping vendor;
 - Mounted tires shall be billed at one price to include tire, mounting, and rim reconditioning;
 - Contractor shall stock a minimum of two (2) fronts and four (4) rears of various sizes as requested by the City;
 - Contractor shall be accountable for inventory of extra rims and wheels;
 - Contractor shall provide a copy of warranties from recapping vendor, and will negotiate warranty claims on behalf of the City.

J. Unidentified Parts

1. “Unidentified” parts are any parts not identified by the matrix of identified parts included above.

Non-Target Services

A. Emergency Service

The contractor shall comply with the City’s requests to provide stand-by parts supply support outside of the normal working hours designated in this RFP. The City will notify the contractor when a requirement arises and explain the nature and anticipated duration of the response needed from the contractor. The contractor will be on-site and providing service with an appropriate complement of personnel within one (1) hour of notification that such services are required. The cost of overtime labor during emergency service will be treated as a non-target cost; parts issued during emergency service will be billed as identified or unidentified products as defined elsewhere in this RFP. Contractor must understand that emergency service can continue 24 hours a day/seven days a week until the emergency passes. At no time will counter service be left unstaffed—a contractor employee shall be present during all normal and special working hours.

B. Directed Work

The City Contract Administrator, or other designees appointed by the City, may direct the contractor to perform additional tasks to meet the operating requirements of the City. The contractor will perform such assignments in accordance with an agreed upon schedule and level of work effort.

C. Contractor Standards of Performance

1. Quality of Parts to be Supplied

Parts used to maintain and repair the fleet will, at a minimum, meet or exceed the quality of the parts furnished originally for the equipment (OEM). Rebuilt/remanufactured parts must conform to the manufacturer’s reconditioning tolerances. If more than one grade of product is available that meets the requirements of this section, the contractor should offer the grade that, in its opinion, offers the best value for the money. The City will determine as part of the proposal review process whether the products proposed to be supplied by the contractor meet the City’s quality requirements. If during the proposal review process, or during the term of the contract, it is determined that the product to be supplied does not meet the City’s needs the City reserves the right to require a specific substitute to be used. The City will specifically approve in writing all product lines or changes to existing product lines before they are introduced for use.

2. Warranty Requirements

Parts and supplies furnished under this agreement or any provision of this agreement will be warranted by the contractor for ninety (90) days, or the length of time of any warranty given by the manufacturer or rebuilder, whichever is greater, after acceptance by the City.

3. Quality Assurance Program

The contractor will implement a Quality Assurance Program for the management of the parts supply function. The program will include provisions for meeting specified performance standards, for providing high quality parts, and for providing a high level of customer service. A mandatory component of the Quality Assurance Program will be periodic customer satisfaction surveying. At a minimum, the contractor will conduct an annual survey of maintenance and associated administrative personnel. The contractor's Quality Assurance Program will also define a role for the City in maintaining high quality service.

D. Miscellaneous Requirements

1. Contract Administration

The City Fleet Director will serve as the City's Contract Administrator, and will be authorized to act on behalf of the City in all matters relating to the agreement. The Contract Administrator will decide any and all questions which may arise as to quality, quantity, character, and classification of service performed by the contractor.

2. Dispute Resolution

In the event of any dispute between the Contract Administrator and the contractor as to the contractor's performance, or the Contract Administrator's decisions relative to the agreement, either party will be given the same opportunity to present its position to the City. The City Manager, or his designee, will render a decision within ten (10) working days. The decision of the City Manager, or his designee, will be final.

3. Contractor Project Manager

The contractor's designated Project Manager and other key personnel will have proven technical and managerial experience in the field of fleet management and parts procurement and supply. The contractor must present its nominee for Project Manager during interviews with the City, should the contractor be invited for an interview. The City reserves the right to accept or reject any proposed contractor Project Manager. In addition, the contractor's Project Manager will not be changed prior to notifying the City. The City must approve the individual who replaces the current Project Manager prior to a changeover. The contractor's proposal to change its Project Manager must include a transition plan that is approved in advance by the City.

4. Selection of Personnel

- a. The contractor will have the responsibility for selecting personnel to perform the services outlined in this proposal; the City must approve the selections prior to hire.
- b. All contractor employees shall meet the City's pre-employment standards, including those associated with drug and alcohol tests, criminal record checks, security clearances, and medical evaluations, if applicable.

5. Annual Meeting

A meeting will be held no less than sixty (60) days prior to the end of each agreement year. During this annual meeting between the City and the contractor, the contractor will present a summary of accomplishments relative to performance standards, budgets, etc. The presentation will also include recommendations for changes to improve performance during

the upcoming year. A copy of the presentation will be made available to the City prior to the meeting. During the meeting the contractor's performance will be reviewed. The City will present a "report card" that includes its assessment of the contractor's performance. The meeting will also include a review of the contractor's cost of doing business and cost reduction initiatives. The contractor will also share the results of its annual customer satisfaction survey at this meeting. Changes to the agreement resulting from the annual meeting will be documented in an agreement amendment.

6. Notice of Intent Not to Renew

The services to be provided are vital to the City and must be maintained without interruption. Therefore, if the contractor chooses not to renew the agreement upon expiration, the contractor is required to provide the City a written notice of such intent at least six (6) months before the expiration of the agreement. Should the contractor fail to provide timely notice, the City reserves the right to require continued performance of the agreement by the contractor for a period up to six (6) months from receipt of a written notice of intent or from the date of expiration of the agreement, whichever is earlier.

7. Phase in - Phase out

If upon expiration or termination of the agreement i.e. the contractor is not chosen to continue or elects not to renew the agreement, the contractor will, upon written notification from the City, provide phase-in, phase-out services for up to sixty (60) days after the agreement expires or is terminated. After notification, the contractor will cooperate in good faith with a successor in determining the nature and extent of the services, including the development of a mutually acceptable transition plan, subject to approval by the City. The contractor will provide sufficient, experienced personnel during the transition period to ensure that all services called for by the agreement are maintained at the specified level of agreement performance. The contractor will be reimbursed for all reasonable transition costs pre-authorized by the City, which are incurred within the agreed period after agreement expiration or termination. The contractor will cooperate with the successor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services called for by the agreement. Toward this end, the contractor will disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees.

8. Invoicing

- a. In general, the contractor will submit a monthly invoice that includes one-twelfth of the target services fixed fee, all parts and materials issued during the month and any non-target labor charge incurred during the month.
- b. The City will pay the contractor, for the complete and satisfactory performance of the work, within thirty (30) days of the City's receipt of an acceptable invoice. The City will pay the contractor for all items invoiced over which there are no disputes so that payment for undisputed items is prompt. Payment for disputed items will be made when disputes are resolved.
- c. The City reserves the right to request additional documentation from the contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to the contractor for parts, and payroll registers. The City reserves the right at all times to audit the contractor's records and books pertaining to this agreement.

E. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

Title Page

Furnish the **REQUEST FOR PROPOSALS TITLE PAGE** and include it as the first page of the proposal. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the contractor. All information requested must be submitted. Failure to submit all information requested may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straight-forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Each copy of the Technical Proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. The Cost Proposal must be marked and submitted in a separate sealed envelope.
- d. Ownership of all data, materials and documentation originated and prepared for the City pursuant to this RFP shall belong exclusively to the City and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a contractor shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the contractor must invoke the protection of Section 11-52 of the Virginia Public Procurement Act prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- e. Contractors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the contractor to clarify or elaborate on the proposal and for the City this is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

1. Specific Proposal Requirements - Phase 1

Part 1: Technical Proposal – This part of the contractor’s proposal will present the technical elements of its proposal and must consist of the following sections:

Corporate Overview: This section of the proposal will present an overview of the contractor’s organization, and will include the firm name; address; phone and fax numbers; firm history and corporate affiliations; and audited financial statements for the most recent three years. This section should also include the company’s State and Federal registration numbers, and the name, title, address, phone and fax numbers for the firm’s representative for its proposal.

Approach: This section of the contractor’s proposal will consist of a statement of understanding of the objectives of the proposed relationship, and how these objectives may be best accomplished. It will

also present, in detail, the contractor's approach to providing each specific service outlined in the Scope of Services section of this RFP, and a detailed description of its proposed Quality Assurance Program.

Organization and Staffing: This section will present the contractor's proposed organization structure and detailed staffing plan showing specific job classifications, number of employees and full-time equivalent employees by position. Resumes for all key managerial/supervisory positions will be provided in sufficient detail to be able to determine the nature and depth of each individual's relevant experience and their relationship to the contractor.

Service Alternatives and Exceptions: This section is mandatory. Failure of a contractor to include this section in its proposal will be taken to mean the contractor takes no exceptions to the specified terms and conditions in this RFP and offers no alternatives.

In order to ensure that the City's requirements are met and to facilitate uniform evaluation of proposals, each prospective contractor should attempt to present a proposal that incorporates all specifications, terms, and conditions set forth in this RFP without exception, however, should the contractor have exceptions this section should be used to state whether it takes exception to any provisions set forth in this RFP. This section also provides the contractor with the opportunity to suggest alternatives to the Scope of Service and conditions set forth in this RFP which, in the contractor's judgment, will further advance accomplishment of the City's objectives. Such alternatives must be separately identified and the service and cost implications clearly delineated in the contractor's proposal.

Qualifications and Experience: In this section the contractor will describe its track record in performing services comparable to those specified in this RFP and other information relevant to the contractor's ability to perform those services. The contractor will describe its experience in managing a parts operation with the full range of vehicle and equipment types in the City's fleet.

Transition Plan: *This section will describe the actions that will be taken, and the resources the contractor will employ to accomplish a successful contract beginning. The contractor will describe how continuity of service will be maintained during the transition period. In addition to specific actions to be taken, specific personnel to be used and their time commitments, and other resources to be used, the contractor will provide a timeline of events and milestones for the transition period.*

Part 2: Cost Proposal – This part of the contractor's proposal will include the business elements of its proposal, and must include all of the completed Cost Proposal Schedules, included as Attachment 2 to this RFP. The requirements for completing each cost schedule are as follows:

Target Services Detailed Cost Proposal: In this section, the contractor will propose the total annual cost for providing all target services in each of the three (3) contract years. These costs will also be itemized to indicate the breakdown of costs between Management, Service, and other personnel, fringe benefits, and overhead.

Non-Target Services Detailed Cost Proposal: In this section, the contractor will quote an hourly labor rate that will be charged for providing non-target services. A rate will be quoted for each personnel classification in the contractor's staffing plan, and for regular and overtime hours. Non-target services to be provided during regular hours may include, for example, directed work that requires the contractor to provide extra staff during a particular shift. Overtime hours will mostly be incurred during emergency call-out response requirements such as snow emergencies.

Identified Parts Cost Proposal: In this section, the contractor must provide a price list reference sufficient to encompass every identified part category, and all vehicles listed in Attachment 2. The price lists quoted must be the most recently. After the contract start date, the City will allow superseding price lists to take effect, but the discount structure quoted will remain in effect for the life of the contract. All prices will be quoted F.O.B. destination, with destination defined as the point of use. The format for this submission will be "list less discount" (e.g., Jobber less 20%). In instances where a single price list is insufficient to cover the entire fleet as listed in Attachment 2, multiple price lists must be quoted. These price quotes will serve as a baseline pricing reference. The degree of clarity and completeness of this section will be a major element in the proposal evaluation process. The City will also utilize the contractor's submission to evaluate the quality of the products proposed for use.

Unidentified Parts Cost Proposal: In this section, the contractor will attach a full description of how it proposes to determine prices and charge the City for all parts not covered by the Identified Parts Categories. Regardless of the approach proposed, all prices will be F.O.B. destination, with destination defined as the point of use.

2. Market Basket Pricing - Phase 2

In addition to the above requirement, the contractor shall complete a market basket sample pricing matrix, which will be provided at the time of proposal opening, or by mail after the proposal opening if the contractor chooses not to be in attendance. Additionally, the contractor may be required to develop alternative pricing for specific identified part categories, depending on the City's review of the contractor's proposal. The market basket sample pricing matrix and alternate identified part category pricing will be submitted on a schedule to be determined by the City.

F. EVALUATION AND AWARD CRITERIA

Method of Award

Following evaluation of the written proposals as submitted, presentations shall be held prior to selection. The opportunity to present shall be made to two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, 3 or more. Upon completion of the presentations the selection committee shall select the number 1 ranked firm and the City shall begin negotiations with that firm in an attempt to reach an agreement to provide the services. Price shall be considered, but need not be the sole determining factor. If after negotiations have been conducted with the top ranked firm, an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations began with the firm ranked number 2. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. At any stage of the selection process should the City determine in writing and in its sole discretion that only one Offeror is fully

qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

Notice of Award will be posted on the City’s web site (www.lynchburgva.gov) and on the bulletin board located outside of the Procurement Office, 3rd floor City Hall, 900 Church Street, Lynchburg, Virginia, 24504.

Contract Award

Selection will be made of one or more contractors deemed to be fully qualified and best suited for negotiation among those submitting proposals on the basis of the evaluation factors included below. Negotiations shall be conducted with the contractors so selected. After negotiations have been conducted with each contractor, the City shall select the contractor which, in its opinion, has presented the best overall proposal, and shall award the contract to that contractor.

The City may cancel this RFP at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the City determine, at its sole discretion, that only one contractor is fully qualified, or that one contractor is more highly qualified than others under consideration, a contract may be negotiated and awarded to that contractor. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, and the contractor’s proposal as negotiated.

Evaluation Criteria

Proposals will be evaluated by the City using the following criteria:

Criteria	Point Value
Qualifications of contractor to provide the services described	20
Project manager qualifications	10
Staff qualifications	15
Financial strength of contractor	15
Specific approach to providing the services described	15
Exceptions and alternatives to the terms of the RFP	5
Cost/Market basket pricing	20
Total Points	100

G. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the 1650 Memorial Avenue Fleet Services building on April 22, 2015 at 10:00 a.m. (EST). Attendance is optional but strongly encouraged.

The purpose of this conference is to allow potential contractors an opportunity to present questions and obtain clarification relative to any facet of this solicitation, and for representatives from the City to further explain the intent and meaning of the RFP terms. Any changes resulting from this conference will be issued in a written addendum to the RFP.

Contract Term

The initial term for any contract resulting from this RFP will be three (3) years. In addition, the City reserves the right, at its sole discretion, to extend the initial contract for one two (2) year period with the total contract length not to exceed five (5) years.

Unless due to early termination, the period of any contract shall be from contract signing through an initial period not to exceed three (3) years. The contract may be renewable upon mutual consent of both parties for a final two (2) year period with the total length of all contract periods not to exceed five (5) years.

Qualification of Contractors

The City may make such reasonable investigations as proper and necessary to determine the ability of the contractor to perform the work and furnish the parts and materials described in this document, and the contractor shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect the contractor's physical facilities prior to award to satisfy questions regarding the contractor's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such contractor fails to satisfy the City that such contractor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item (s) contemplated therein.

Proposal Acceptance Period

Any proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 days the proposal may be withdrawn at the request of the contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

Testing and Inspection

The City reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

Assignment of Contract

A contract shall not be assignable by the contractor in whole or in part without the prior written consent of the City.

Changes to the Contract

Changes can be made to the contract in any of the following ways:

1. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The

contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as a result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price set or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or by ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as a result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes clause of this contract or, if there is none, in accordance with the disputes provision of the City. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.
2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

Attachments

- 1. Identified Part Categories – Attachment 1**
- 2. Vehicle List – Attachment 2**
- 3. Cost Proposal Schedules – Attachment 3**

**ATTACHMENT 1
IDENTIFIED PART CATEGORIES**

Identified Part Category	Component Parts
Air Brakes	Brake linings, drums, brake chambers, anchor pin kits, s-cams, application valves, relay valves, air compressors, air lines, fittings
Air Conditioning Parts	Compressors (rebuilt and new), clutch assemblies, freon, evaporators, expansion valves, orifice tubes, hoses, o-rings, seals
Alternators & Starters	New and rebuilt alternators and starters, solenoid assemblies
Batteries	Batteries, battery cables, connectors
Belts & Hoses	Radiator hoses, heater hoses, drive belts, serpentine belts
Cooling System Parts	Thermostats, radiator caps, water pumps
Drive-train	Constant velocity joints, driveshaft universal joints, driveshaft hanger bearings, drive axle bearings, seals
Electrical & Accessory	Wiper blades, headlamps, small bulbs, light lenses, fuses, fusible links, bulk wiring, wire connectors, fasteners, wiring loom
Emission System	EGR valves, PCV valves, MAP sensors, oxygen sensors,
Engine Electrical	Spark plugs, caps, rotors, coils, modules, spark plug cables, sensors, switches, senders
Engine Fuel	Fuel pump, fuel lines and tubing, seals
Exhaust	Piping, mufflers, catalytic converters, clamps, brackets, hangers, flexpipe
Filters	Oil filters, air filters, primary and secondary fuel filters, water filters, automatic transmission filter kits, hydraulic filters, cabin filters
Hydraulic Brakes	Disc pads, brake shoes, rotors, drums, master cylinders, wheel cylinders, hydrovac unit, hydraulic booster/accumulator
Hydraulic Parts	Hydraulic lines, fittings, hoses, valves, cylinders, couplings
Lubricants & Fluids	Bulk oil, gear lube, grease, anti-freeze, coolant additives, fuel additives, windshield washer fluid, hydraulic oils, automatic transmission fluid, DEF fluid
Steering & Suspension	Shock absorbers, power steering pumps (rebuilt), p/s hoses, tie rod ends, idler arms, relay rods, ball joints, kingpins, upper & lower control arm bushings, wheel bearings, seals
Tires	Tires and tubes, mounted and unmounted tires, wheel weights, valve stems

Note – The following restrictions on the brand name products must be adhered to:

- All parts for Police and Sheriff patrol vehicles must be OEM parts or City approved equivalent;
- All tires for patrol vehicles shall be speed rated;
- All repair parts for Godwin Hydraulic Control Systems on snow removal equipment must be OEM parts or City approved equivalent;
- Tire Policy for medium and heavy trucks:
 - Tires must be new for steering axle (front) and recapped for drive axles (rear);
 - New tires will have a regular tread design and recaps will have a lug tread design;
 - Contractor shall provide tires mounted on rims of quality approved by the City. Mounting and reconditioning of rims and wheels should be contracted with a full service recapping vendor;
 - Mounted tires shall be billed at one price to include tire, mounting, and rim reconditioning;
 - Contractor shall stock a minimum of two (2) fronts and four (4) rears of various sizes as requested by the City;
 - Contractor shall be accountable for inventory of extra rims and wheels;
 - Contractor shall provide a copy of warranties from recapping vendor, and will negotiate warranty claims on behalf of the City.

The following vehicle list is a summary of the vehicles and equipment for which the above Identified Part Categories apply.

ATTACHMENT 2 – VEHICLE LISTING	
Class Description	Total
Ambulance	9
Backhoe	9
Ballfield Groomer	2
Compressor	5
Chipper	2
Crash Cushion / Truck Combination	1
Evidence (Police) Vehicle	1
Excavator, Mini	3
Flasher/Directional Arrow	5
Fire Truck, Pumper	12
Fire Truck, Aerial	3
Fire Truck, 6-Man Rescue/Squad Truck	2
Flusher	1
Forklift	6
Generator	6
Golf Cart/ATV	9
Jeep, Parking Enforcement	1
Jet Rodder, Truck Mount With Camera	2
Leaf Vacuum, Trailer Mount	10
Loader, Rubber Tire	2
Message Board	6
Mower, Walk Behind	6
Mower, Riding	18

Mower, Slope	1
Mower, Reel	2
Mower, Rear Mount	9
Mower, Gang	4
Night-Time Lighting Unit	1
Paddy Wagon	2
Pavement Crack Sealer	2
Pressure Washer	1
Pickup, Compact	25
Pickup, ½ Ton	34
Pickup, ¾ Ton	19
Pickup, 1 Ton	3
Roller, Small	1
Roller, Large	3
Sedan, Compact	4
Sedan, Hybrid	2
Sedan, Midsize	76
Sedan, Full Size	16
Sedan, Police Patrol Car	46
Sedan, Police Confidential	7
Skid Steer Loader	1
Sweeper, Street	4
Sweeper, Parking Lot	1
Sweeper, Walk Behind	1
Sweeper, Truck Mounted Broom	1

SUV – Midsize	21
SUV – Hybrid	2
SUV – Large	33
Salt Spreader	26
Snow Plow	58
Snow Blower	1
Seeder	2
Sprayer	1
Stump Grinder	1
Trailer, Single Axle	17
Trailer, Tandem Axle	10
Trailer, Heavy Equipment	9
Trailer, Dump, Sludge	11
Truck, 1 Ton, Special Body	8
Truck, Dump, 1 Ton	11
Truck, Dump, 1 ½ Ton	6
Truck, Dump, 2 Ton	22
Truck, Dump, 5 Ton	2
Truck, Emergency, ARFF	2
Truck, Heavy Duty, Refuse, Rearload	3
Truck, Heavy Duty, Refuse, Sideloader	6
Truck, Heavy Duty, Rolloff	4
Truck, Heavy Duty, Knuckleboom	6
Truck, Heavy Duty, Sewer Cleaner	2
Truck, Super Duty	1

Truck, Bucket	3
Truck, Road Tractor	2
Truck, Paintliner	1
Truck, Leaf Vacuum	4
Truck, Service, Utility Body	6
Tractor, Standard	1
Tractor, Mower	6
Tractor, Boom Mower	2
Tractor, Loader	2
Van, Mini	8
Van, Cargo	10
Van, Multi Passenger	5
Van, Step	1
Miscellaneous	42
Total Fleet Asset Inventory	745

ATTACHMENT 3

COST PROPOSAL SCHEDULES

Instructions: Contractors must complete all cost schedules in their entirety. If additional room is required, the forms may be duplicated or recreated as long as the format is maintained. If additional explanatory information is necessary, include it on additional pages marked with the contractor's name.

TARGET SERVICES DETAILED COST PROPOSAL

	Year One	Year Two	Year Three
1. Wages & Salaries			
• Management/Administrative Personnel	_____	_____	_____
• Parts Service Personnel	_____	_____	_____
• Other Personnel	_____	_____	_____
Wages & Salaries Sub-total	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Fringe Benefits	_____	_____	_____
3. Overhead	_____	_____	_____
TOTAL TARGET SERVICE COST	<input type="text"/>	<input type="text"/>	<input type="text"/>

NON-TARGET SERVICES DETAILED COST PROPOSAL

	<u>RATE PER HOUR</u>	
<i>Personnel Classification:</i>	Business Hours Rate	Overtime Hours Rate
Management	\$ _____	\$ _____
Parts Service Worker	\$ _____	\$ _____
Other Personnel	\$ _____	\$ _____

IDENTIFIED PARTS COST PROPOSAL

Instructions: A price list reference must be provided sufficient to encompass all vehicles listed in Attachment 2 for each part category below. The component parts encompassed by each category are included in Attachment 1. The price lists quoted must be the most recently issued in the series (i.e. there cannot be any superseding price lists issued prior to the date the proposal is submitted). After the contract start date, the City will allow superseding price lists to take effect, but the discount structure quoted will remain in effect for the life of the contract. All prices will be quoted F.O.B. destination, with destination defined as the point of use.

IDENTIFIED PARTS COST PROPOSAL

Target Part Category	Price List Identification (Title & Date)	Price List Column	Discount to Apply	Vehicles Effected (if more than one price list)
<i>Example</i>	ACME Auto Parts, June '14 Ford Motor Company, April '14 USA Auto, #12345	Jobber List Dealer	-5% 0% + 10%	Light duty under 1 ton All Ford heavy duty All others
Filters				
Lubricants & Fluids				
Electrical & Accessory				
Belts & Hoses				
Hydraulic Brakes				
Air Brakes				

Target Part Category	Price List Identification (Title & Date)	Price List Column	Discount to Apply	Vehicles Effected (if more than one price list)
Tires (Other than those sold at State contract prices)				
Batteries				
Alternators & Starters				
Air Conditioning Parts				
Exhaust				
Steering & Suspension				

Drive-train				
Target Part Category	Price List Identification (Title & Date)	Price List Column	Discount to Apply	Vehicles Effected (if more than one price list)
Cooling System Parts				
Emission System				
Engine Electrical				

UNIDENTIFIED PARTS COST PROPOSAL

Instructions: Attach a full description of how prices will be determined for all parts not covered by the Identified Parts Cost Proposal above. Regardless of the approach, prices will be F.O.B. destination, with destination defined as the point of use.

Description:

VIII. GENERAL TERMS AND CONDITIONS

The Contract for Services (“Contract” or “Agreement”) with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the City Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror’s additional or alternate Contract terms may result in rejection of the proposal.

A. Subcontracting and Assignment of Work

The Consultant shall not subcontract or assign portions of the work, other than those specifically defined in the contract, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Consultant who shall be responsible to the City for all work performed by any subcontractor or special consultant.

B. Independent Successful Firm

The Consultant is an independent firm and nothing contained in a subsequent contract shall constitute or designate such firm or any of its agents or employees as employees of the City.

C. Notification

Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Consultant in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to the City of Lynchburg, Procurement Manager, 900 Church Street, Lynchburg, VA 24504. The Consultant agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

D. Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Consultant.

E. Termination

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the Consultant; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the City until said work or services are completed and accepted. All information and materials gathered and/or prepared by or for it under the terms of the contract shall be delivered to, become and remain the property of the City. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Consultant.

Termination for Convenience:

The City may terminate this contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

Termination for Cause:

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years:

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

This contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any legal proceedings arising out of or related to this contract shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

G. Additional Services

The City may add to the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

H. Severability

Each paragraph and provision of the resultant contract will be severable from the entire contract and if any provision is declared invalid, the remaining provisions shall remain in effect.

I. Licenses and Permits

The successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

J. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Consultant will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

K. Payments to Successful firms

Payments to the Consultant shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The Consultant's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The Consultant agrees to retain all records, documents and support materials relevant to the contract for a period of five years following final payment. Invoices must be prepared in formats as required by funding agencies.

In accordance with Virginia Code Section 2.2-4354 the Consultant agrees that:

1. Should any contractor be employed by the Consultant for the provision of any goods or services under this Contract, the Consultant agrees to the following:
 - (a) The Consultant shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg Procurement Manager, 900 Church Street, Lynchburg, VA 24504.

- (b) The Consultant shall pay interest to the subcontractors, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
- (c) The Consultant shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
- (d) The Consultant's obligation to pay an interest charge to a subcontractor shall not be an obligation of the City.
- (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

L. Contractual Claims

Any claims by a contractor or anyone claiming on the contractor's behalf against the City arising under or relating to a contract shall only be resolved as specified in the City's Procurement Ordinance, Sec. 18.1-7, ensuring timely notice of the claim.

The contractor shall give the City written notice of any claim within ten (10) days of the beginning of the occurrence of the event leading to the claim being made. The written notice shall be a document from the contractor addressed to the City official or employee designated by the contract to receive such notice, or if no one is so designated, to the City Manager. The written notice shall clearly state the contractor's intention to make a claim, shall describe the occurrence involved, and shall be transmitted in a manner to ensure receipt by the City. The contractor shall submit the claim and any supporting data to the City within thirty (30) days after the occurrence giving rise to the claim ends. The burden shall be on the contractor to substantiate that it has given written notice and submitted its claim in accordance with this provision.

M. Taxes

The Consultant shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Consultant and not of the City and the City shall be held harmless for same by the Consultant.

Sales to the City are exempt from state sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

N. Indemnification

To the fullest extent permitted by law, the Consultant, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Consultant's performance (or nonperformance) of the contract terms or its obligations under this contract.

O. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

P. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

Q. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

R. Insurance

The Consultant shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect it and the City from claims which may arise out of or result from the execution of the work, whether such execution be by the firm, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation and General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability). All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Consultant shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured under their General Liability coverage. The Consultant shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

S. Administrative Appeals Procedure

- (a) The following are the exclusive procedures for a bidder or offeror to protest the city's award or decision to award a contract.
- (1) Any protest to award a contract shall be in writing and shall be delivered so that it is received by the city manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.
 - (2) Except for a protest of an emergency or sole source procurement, a protest of a city award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the city's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.
 - (3) Protests shall only be granted if (1) the protester has complied fully with this Sec. 18.1-6 and there has been a violation of law, the Lynchburg public procurement code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.
 - (4) The city manager shall issue a written decision on a protest within ten (10) days of its receipt by the city manager.
 - (5) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Lynchburg circuit court, Lynchburg, Virginia, and serving the city with such suit within ten (10) days of such denial. Otherwise, the city manager's decision shall be final and conclusive, and the protestor's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
 - (6) The city should defer award of a contract where the decision to award has been protested unless there is a written determination by the city manager that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.
 - (7) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.
 - (8) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.
 - (9) Strictly following these procedures shall be a mandatory prerequisite for protest of the city's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.
- (b) A protest may not be based upon the alleged non-responsibility of a person to whom the city awards or makes a decision to award a contract.

T. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the consultant that such consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Consultant or vendor.

Successful firm shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful firm understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a firm, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

U. Certification by Consultant as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this solicitation, the Consultant certifies that neither the contracting official nor any of the Consultant's employees, agents or subcontractors who will work under this contract have been convicted of a felony.

V. Confidentiality

1. Consultant Confidentiality

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City of Lynchburg. Therefore, except as required by law, the Consultant agrees that its employees will not:

- a) Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- b) Access or attempt to access information beyond their stated authorization.
- c) Disclose to any other person or allow any other person access to any information related to the City or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Consultant understands that the City, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies available to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in Contract termination.

The Consultant further understands that information and data obtained during the performance of this contract shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the City as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

2. City Confidentiality

The City understands that certain information provided by the Consultant during the performance of this Contract may also contain confidential or proprietary information. Consultant acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

- W. The Consultant shall devote such part of its time as is reasonably necessary to the operations outlined under the resultant contract. The Consultant may engage in business ventures of a nature and description independent of this Contract with the City. The Consultant is required to disclose immediately any outside activities or interests, as they arise, that conflict or suggest a potential conflict with the declared or stated interests of the City. The Consultant is required to disclose all local government clients and must attest that work for those clients will not conflict with the interests of the City. The City reserves the right to object to such attestations. If such objections arise, the parties will agree to the best course of action to resolve the conflict or potential conflict.

The Consultant shall conduct all transactions under this contract in good faith. The Consultant will employ the highest ethical and professional standards at all times — failure to do so could result in termination of the Contract for cause or convenience.

X. Ethics in Public Contracting

By submitting their proposals, contractors certify that their proposals are made without collusion or fraud and that they have not proposed or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Y. Immigration Reform and Control Act of 1986

By submitting their proposal, the contractor certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

Z. Default

In the case of failure to deliver goods or services in accordance with the contract terms and conditions, the City after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

AA. Use of Brand Names

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict contractors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted. The contractor is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical details to enable the City to determine if the product offered meet the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the contractor clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

BB. Transportation and Packaging

By submitting their proposal, all contractors certify and warrant that the price offered for F.O.B. destination includes only the actual freight rate costs at the lowest and best rate and is based on actual freight rate costs at the lowest and best rate is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked and labeled on the outside with purchase order number, commodity description, and quantity.

IX. SPECIAL TERMS AND CONDITIONS

1. Audit

The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City, whichever is sooner. The City, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.

2. Availability of Funds

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3. Cancellation of Contract

The City reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

4. Inventions and Copyrights

The contractor is prohibited from copyrighting any papers, interim reports, forms, or other material and/or obtaining patents on any invention resulting from its/his performance under this agreement, except upon the written direction of the City. The copyright or patent shall belong to the City.

5. Freedom of Information Act

Ownership of all data, material and documentation originated and prepared for the State is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a contractor shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

CITY OF LYNCHBURG, VIRGINIA
OFFICE OF RISK MANAGEMENT
900 CHURCH STREET, LYNCHBURG, VA 24504

INSURANCE REQUIREMENTS

The contractor/vendor shall procure, maintain and provide proof of insurance coverage for injuries to persons or damages to property which may arise from or in connection with the work performed on behalf of the City by the contractor, his agents, representatives, employees or subcontractor. Such coverage shall be maintained by the contractor/vendor for the duration of the contract period.

Broad Form Commercial General Liability: (Occurrence Form CG0001, Ed. 11/88): \$1,000,000 CSL, BI & PD.

Automobile Liability: Code 1 "ANY AUTO" (Form CA0001 Ed. 6/92): \$1,000,000 CSL, BI & PD.

Workers' Compensation: Statutory Amount.

Please state your ability to comply with these requirements _____.

YES

NO

The insurance policies shall include or be endorsed to include the following provisions:

1) The City of Lynchburg, Virginia, its officers/officials, employees, agents and volunteers (the City) shall be endorsed as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.

2) The contractor/vendor shall send an **actual copy of the policy endorsement document** from the insurance carrier that provides this coverage (ISO Form CG20100704 or similar); **OR**, send an **actual copy of the policy endorsement** that provides blanket additional insured coverage when required by a written agreement (ISO Form CG20331001 or similar), to: Risk Management, 900 Church Street, Lynchburg, VA 24504, Phone: (434) 455-3815; Fax: (434) 847-1684. Please state ability to comply _____.

3) In addition to #2, above, the contractor/vendor shall provide the City with a certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply _____.

4) Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.

5) The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.

6) The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendors insurance and shall not contribute therewith.

7) Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.

8) All rights of subrogation against the City shall be waived.

9) All coverages for subcontractors of the contractors/vendors, if any, shall be subject to all of the requirements stated herein.

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. *During the performance of this contract, the contractor agrees as follows:*
 - A. *The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.*
 - B. *The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.*
 - C. *Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.*
2. *The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Service Provider.*

Certified by: _____ (corporate seal)

Date: _____

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

_____ (seal)

Acknowledged before me this _____ day of _____, _____

Notary Public

My commission expires: _____