



REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

City of Lynchburg, Virginia Procurement Division

Proposal Title: AUTOMOBILE AND TRUCK BODY REPAIR SERVICES

This is the City of Lynchburg's Request for Proposals (RFP) No. 15-949, issued **December 4, 2014**. 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., December 22, 2014**. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

Sealed proposals will be publicly accepted prior to **4:00 P.M., January 8, 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

Purchasing Technician, Signature

I. SUBMISSION OF PROPOSALS

- A. An original, so marked, and four (4) copies, so marked, for a total of five (5) 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 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.
- I. The City does not discriminate against faith-based organizations.
- J. COOPERATIVE PROCUREMENT: This procurement is being conducted by the City of Lynchburg in accordance with the provisions of 2.2-4304 CODE OF VIRGINIA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City Contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

II. SOLICITATION OBJECTIVES

The City of Lynchburg is soliciting competitive sealed proposals from highly qualified firms to perform automobile and truck body repair. Service Provider(s) shall perform body repairs per vehicle manufactures recommendations. The services are provided to the City of Lynchburg, Fleet Management Director on an as-needed basis. City Fleet vehicles which ranges in size from small cars and pickups to heavy vehicles.

- a. To be eligible for consideration, the Service Provider must be capable of meeting all requirements specified in this RFP.
- b. Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection.
- c. The City reserves the right to award contract(s) to multiple service providers to limit vehicle down time.

2.1 CONTRACT ADMINISTRATOR

The designated Contract Administrator shall be the Fleet Management Director or his designee, with the assistance of the appropriate purchasing official.

2.2 CONTRACT RESERVATIONS

The City reserves the right, under a subsequent contract, to award work to a Service Provider (s) with the ability to meet time constraints, financial stability, or required expertise deemed in its best interest. It also reserves the right to terminate the contract or project at any time it deems necessary or proper, which might be occasioned by unforeseen changes or conditions.

2.3 AVAILABILITY OF FUNDS

It is understood and agreed between the parties to any Contract resulting from this Request for Proposals that the City shall be bound hereunder only to the extent of funds appropriated or which may hereafter be appropriated for the purpose of this contract.

2.4 REJECTION OF PROPOSALS

In accordance with Section 2.2.4319 of the Virginia Public Procurement Act, the right is reserved to reject any and all proposals, to waive any irregularities and informalities and to accept any proposals that it may deem to be in the best interest of the City.

III. CONTRACT PROVISIONS

- A. The City reserves the right to cancel any resultant agreement without cause with thirty (30) days written notice to the Service Provider, if deemed to be in the best interest of the City. The City may terminate any resultant agreement for poor performance if provisions of a "LETTER TO CURE" are not fully complied within the specified time period.
- B. The City and its departments and agencies are exempt from state, federal and local taxes and are not be responsible for any taxes levied by a Service Provider.
- C. Service Provider shall provide a central point of contact person to ensure successful operation of the program who has the necessary expertise to troubleshoot the provided solution to any problem that may develop. The point of contact person shall be available during normal business hours of the day (8am-5pm) Monday through Friday as well as 24 hours a day in case of an emergency. The City reserves the right to request replacement of the contact person.

- D. Upon request by the City, Service Provider shall be able to furnish a report of service that includes the number of transactions at each location monthly as well as comparable year-to-date statistics and a consolidated report that provides the same information on a summary report basis that includes all service locations.
- E. The City reserves the right to inspect any facility where service is currently being performed or a project site where service may be performed in the future.
- F. Miscellaneous contract provisions are as follows:
 - 1. Successors and Assigns – The Service Provider shall insure to the benefit of, and be binding upon, the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this article shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provisions of this contract.
 - 2. Publicity – Service Provider agrees to submit to the City all advertising, sales, promotion and other public matter relating to any service furnished by Service Provider wherein the City’s name therewith may be inferred or implied. Service Provider further agrees not to publish or use any such advertising, sales promotion or publicity matter without prior written consent of the City.
- G. Service Provider shall secure and maintain all licenses and permits and pay inspection fees required to comply with all provisions of any resultant agreement with the City.
- H. GENERAL TERMS AND CONDITIONS

The following terms and conditions shall be incorporated into the negotiated contract. If any Offeror wants to amend or discuss during negotiations any term, the Offeror should set forth any objection, change, or addition in their proposal submission. Otherwise, submission of a proposal by an Offeror will obligate such Offeror to enter into a contract incorporating the terms and conditions of this section.

A. Subcontracting and Assignment of Work

The Service Provider 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 firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the Service Provider and the Service Provider will be responsible to the City for all work performed by any subcontractor.

B. Independent Service Provider

The Service Provider is an independent third party 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. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon written notice to the Service Provider. In the event of termination pursuant to this paragraph which is not the fault of the Service Provider, the Service Provider shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the City of Lynchburg, City Council to appropriate funds for its continuance.

The Service Provider agrees that 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 upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Service Provider.

D. Laws and Regulations

The Service Provider shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Service Provider 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. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

The selected Service Provider shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

E. Severability

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

F. Licenses and Permits

The Service Provider 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.

G. Payments to Service Providers

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

1. Should any contractor be employed by the Service Provider for the provision of any goods or services under this Contract, the Service Provider agrees to the following:
 - (a) The Service Provider 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 withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504.
 - (b) The Service Provider shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm 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 Service Provider shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
 - (d) The Service Provider's obligation to pay an interest charge to a subcontractors firm 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.
- 2. Invoice processing is to be in strict accordance with the rules and regulations set forth by the applicable Jurisdiction and the *Code of Virginia* Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. No promises or commitments on the part of any employee of the Public Body shall bind the Jurisdiction to any other terms and/or conditions other than those set forth in procedures issued by the Public Body.
 - (a) Invoices shall be submitted to the City on a monthly basis. The City shall pay the amount of the invoice within thirty (30) days. However, the City shall have the right to verify information contained on an invoice and extend the time of payment until information is received to correct any errors found therein. The invoices submitted shall include, at a minimum, the following information:
 - (1) Project name, city and state project number;
 - (2) City Project Manager;
 - (3) City assigned Contract Number;
 - (4) Not to exceed amount or lump sum amount;
 - (5) Total payments requested to date;
 - (6) Payments received;
 - (7) Balance due;
 - (8) Invoice number;
 - (9) Period during which services were performed; and
 - (10) Brief description of work covered by invoice.
 - (b) Payments shall not be considered as evidence of satisfactory performance of the work either in whole or in part, nor shall any payment be construed as acceptance by the City of any defective work. The City reserves the right to withhold payment in the event the City believes that the work is unsatisfactory.

H. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Service Provider's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the City's Procurement Administrator, Third Floor City Hall, 900 Church Street, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The City's Procurement Administrator shall render a decision on the claim and shall notify the Service Provider within 30 days of receipt of the claim. The Service Provider may appeal the decision of the City's Procurement Administrator by providing written notice to the City Manager, within 15 days of the date of the appeal notice and such decision shall be final unless the Service Provider appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Service Provider shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

I. Taxes

The Service Provider 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 Service Provider and not of the City and the City shall be held harmless for same by the Service Provider.

J. Indemnification

To the fullest extent permitted by law, the Service Provider, 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 Service Provider's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

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

The Service Provider 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.

L. Responsibility for Property

The Service Provider shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Service Provider shall be repaired or replaced by the Service Provider, to the satisfaction of the Owner, at the Service Provider's expense.

M. 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.

N. Administrative Appeals Procedure

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 ten (10) business days after announcement of the award or award, whichever comes first.

O. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider'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 Service Provider'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 Service Provider that such Service Provider 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 Service Provider.

Service Provider 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.

Service Provider 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 Service Provider, the employees whom 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.

P. Right to Audit

All contracts are subject to audit by Federal, State or City Personnel or their representatives at no cost to the City. Service Provider agrees to retain all records, books and other documents relevant to this contract and the funds expended hereunder for at least four (4) years after Contract acceptance, or as required by applicable law. Requests for audits shall be made in writing and Service Provider shall respond with all information requested within ten (10) calendar days of the date of the request.

Q. Conflict of Interests Act

The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.

R. Ethics in Public Contracting

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this

IV. PROPOSAL PREPARATION

The proposal response must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than thirty pages excluding the cover by including all other materials. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. The City reserves the right to request additional information or clarification if necessary throughout the evaluation process.

- A. A list of locations with complete address (es) where service may be obtained along with the contact name and phone number of each location shall be included with the submitted proposal. The Service Provider shall render the City no less than a thirty (30) day notice of any service location change, business owner change, contact change or any other major change that may affect the operation of any resultant contract.
- B. A complete proposal shall include each referenced attachment as follows:
 - 1. Attachment **A** – Cost Proposals Pages
 - (a) Less than one ton vehicles
 - (b) Medium Duty Vehicles
 - (c) Heavy Duty Vehicles
 - 2. Attachment **B** – Exceptions To Service Provider Proposal
 - 3. Attachment **C** – General Information Regarding Services and Products
 - 4. Insurance Requirements Form
 - 5. Certification of Nondiscrimination & Anti-Collusion Form

V. COVER LETTER

Each Offeror shall submit with their proposal a cover letter identifying the Offeror and the proposal package being submitted. The Offeror may include other important general information, which is deemed significant enough to be highlighted. An authorized representative of the Offeror must sign the cover letter. The Offeror's representative shall identify name, title, address, and telephone number, fax number, and e-mail account. **The cover letter shall not be more than one page (one sided only).**

VI. SERVICE PROVIDER QUALIFICATIONS

No contract will be awarded except to responsible Offeror capable of performing the class of work contemplated. Before the award of contract, any Offeror may be required to show that they have the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated. All proposers must be primarily engaged in the car and light/heavy truck body repair business. The City reserves the right to inspect the Offeror's facility and to perform such investigation as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the contract.

- A. The City reserves the right to require prospective service providers responding to this solicitation to submit the following information prior to the award of any agreement:
1. Proof of adequate financial and physical resources for contractual performance.
 2. Documentation of experience, organization technical qualifications and skills necessary for performance.
 3. Evidence of successful performance under business arrangements similar to service called for in this solicitation.
 4. Proof of experienced on-site management.
 5. Possession of City of Lynchburg business license.
 6. Documentation that all current business and operation taxes are paid.
 7. Current insurance meeting the requirements set out by the City or ability to acquire and maintain such insurance throughout the term of any agreement entered into with the City.
 8. Adequate staffing to meet anticipated service requirements.
 9. Offeror's employees exhibit a high degree of professionalism as part of their employment in a drug-free workplace.
- B. The Service Provider's primary service facility shall reside within the City of Lynchburg city limits and any additional facilities shall not be more than two and one-half (2 ½) miles outside the City of Lynchburg City limits. Location of facilities holds great significance to minimize driving distance to and from Provider's facility especially for police department vehicles who will be the primary customer.**

VII. COST PROPOSAL

This Request for Proposal requires firm price proposals for all aspects of the contract and shall be presented on the form attached to this RFP. Information shall be provided so that the price of each listed component is readily identifiable.

The clarity of the price breakdown will be a significant factor in the evaluation of the Cost Proposals. Therefore, Offerors are encouraged to keep price structures as straight forward as possible. However, price itself will not be the sole factor in awarding the contract(s). Service Provider qualifications and other factors will be highly considered.

Any exceptions taken to the requirements of the RFP will be considered in the evaluation process. Alternative methods submitted by the Offeror to meet identified requirements must be clearly noted and documented and will not be considered as an exception.

VIII. EVALUATION AND SELECTION OF PROPOSALS

After evaluation of the responses, City will makes its selection based on the response which best meets the needs of Fleet Management, in the sole discretion of City. The Request for Proposals is not intended to create a public bidding process, and the proposal with the lowest quoted will not necessarily be accepted, nor will a reason for the rejection of any proposal be indicated.

The City Fleet Management will perform the evaluation of proposals in accordance with the criteria set forth below.

IX. PROPOSAL EVALUATION CRITERIA AND POINT VALUE

A. Evaluation Criteria

The following criteria will be used in the evaluation and rating of proposals for the selection of the Firm for the proposed project.

1. Past experience in providing services similar to those requested by this RFP (25%)
2. Proposed cost of parts, materials and labor (price) (25%)
3. Condition of Provider facility including environmental factors (15%)
4. Hours of service including weekend hours (5%)
5. Locations of service facilities (22%)
6. Number of facilities available (5%)
7. Warranty provisions offered (3%)
8. Total Criteria Weight..... 100% each proposal will be independently evaluated on Factors 1 through 7.

B. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

X. AWARD

It is the intent of the City to award a Contract for these services based on an evaluation of all proposals. This is an annual contract to begin with a two (2) year agreement from the date of issuance of the contract. Upon mutual agreement of both parties, the Contract may be renewed for three (3) additional one (1) year periods or until such time as the contract no longer meets the needs of the City of Lynchburg. If during the first year of the contract, the Service Provider, or the City of Lynchburg exercises the cancellation notice clause, the City will issue a new contract to the next offeror proposal for the remainder of the first year, after which time the City reserves the right to seek new proposals.

A. The City reserves the right to award contracts to more than one (1) Service Provider or to split the contract among Service Providers as it deems advantageous to the City, in order to have sources available at all times to keep the fleet operating to the maximum extent possible. Award will be made on the basis of the evaluation criteria and the Service Provider's financial conditions; (the city may require a current financial report from the Service Providers, and any/all pertinent information deemed necessary to make a mutually satisfactory agreement).

B. It is the intent of the City to enter into an agreement, or agreements, which will begin approximately January 1, 2015 and continue through December 31, 2017. All rates shall remain firm from January 1, 2015 through December 31, 2017. Price adjustments may be allowed for the remaining three optional one year periods.

C. Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified responsible and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal. At the option of the City, Offerors may be required to give an oral presentation to clarify or elaborate on their qualifications and performance or staff expertise pertinent to the proposed proposal. Negotiations shall then be conducted with the selected Offerors. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted, the City shall determine which

Offeror(s) has/have made the best proposal. If contracts satisfactory and advantageous to the public body can be negotiated at a cost considered fair and reasonable, the award shall be made to those Offerors. Otherwise, negotiations with any and all of those Offerors ranked first shall be formally terminated and negotiations conducted with the next ranking Offerors, and so on until such contracts can be negotiated at a fair and reasonable cost. 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 and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

XI. TECHNICAL AND OTHER SPECIFICATIONS

- A. Service Provider shall provide parts and repair services for the City's vehicles including, repairs resulting from, but not limited, co, collision-type accidents and/or fire damage.
- B. Service Provider shall provide labor, materials, and parts for all vehicles, including, but not limited to frames, suspension and driveline components, body panels and interior trim and seats, all of which must be better than or equal to the original parts. Service Provider will also install decals which are to be provided by the company under contract with the City for providing decals.
- C. Service Provider shall utilize new OEM parts unless prior approval is granted by the City Fleet Management for used parts or aftermarket parts to be utilized. Upon approval, estimates may be based upon used parts.

NOTE: It may be possible to obtain replacement parts from City vehicles currently in storage. New parts shall be the latest model of the best quality and highest grade workmanship.

- D. City has the right to accept or reject repair work as to meeting quality standards. No invoices will be paid without a vehicle inspection completed by a representative from the City Fleet Services Division.
- E. Service Provider shall provide the City a written estimate of repairs within twenty-four (24) hours of notification. All estimates are to be coordinated with Fleet Services, Risk Management and the Fire Department for fire apparatus.
- F. The City reserves the right to purchase repair services from another source if, in the opinion of the City, the Service Provider cannot furnish the requested repair service due to faulty workmanship, parts or personnel availability, and damage of the vehicle, or if Service Provider fails to provide services within the specified time frame. The Service Provider, with the approval of the Contract Administrator, may sub-contract services if time does not permit the work to be completed by the successful Service Provider. The City reserves the right to obtain cost estimates from other providers when budget factors impact the cost of a repair.
- G. The pricing for parts will be stated as published in the current Motor Crash Estimating Guide at retail pricing less a percentage; Pricing for parts shall remain the same during the entire length of the contract. Do not state more than one percentage figure per manufacturer. The City will consider multiple discounts within a manufacturer's line as long as in the City's determination the discount categories are definitive. If proposing more than one manufacturer, Service Provider shall list each manufacturer and percentage pricing for each. Service Provider shall state an hourly rate charge which shall remain firm for the initial length of the contract; price adjustments may be allowed for remaining option years.

- H. All materials must comply with all applicable Federal and State OSHA requirements in effect at the time of the contract, unless approved by the City Contract Administrator or other purchasing officials.
- I. Service Provider shall provide warranties as required and set forth on the Request for Proposal Price Sheet (Attachment A). The Service Provider shall be responsible for the warranty of all parts and labor, regardless of whether the parts and/or labor are provided by subcontractors.

Exceptions Page – Attachment B. Use if Offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal or the Agreements and any of its Attachments. Exceptions must be clearly identified and included in the response to this RFP. Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

Additional Information Page – Attachment C. Offeror shall list in detail with reason why anything they feel they cannot provide should a contract be offered.

- J. Paint and materials must be included on the estimate sheet for approval. Labor for painting vehicles will be the regular time labor rate charge. Acceptable brands of paint shall be like-kind and quality (LKQ) as per manufacturer's original equipment. All paints must match existing vehicles.
- K. Service Provider must make all repairs in a timely manner, which is construed to be five (5) working days for minor repairs up to \$500, ten (10) working days for repairs from \$501 to \$3,500 and fifteen (15) working days for repairs over \$3,500 after receiving City approval of the estimate. City must approve any deviation from these times. Repairs beyond thirty (30) days will be subject to liquidated damages at a daily rate of \$25.00 per day.
- L. Service Provider shall be solely responsible for removal and disposal of all hazardous materials under their custody and control at Service Provider's expense.
- M. Service Provider shall provide City with free pick-up of vehicle, if drivable, and free delivery of vehicle after repairs are completed.
- N. Warranty: Unless otherwise specified by the City, the Service Provider shall unconditionally warrant the materials and the workmanship on all materials and/or services. If, within the warranty period, any defects occur which age due to faulty materials and/or services, the Service Provider, at its expense, shall repair or replace the material and/or services to complete satisfaction of the City. These repairs, replacements, or adjustments shall be made only at such times as designated by the City's least detrimental to the operation of City business.
- O. The Service Provider shall be required to furnish a detailed estimate of repair to the City for approval before any repairs are made. No repairs shall be undertaken without expressed authorization by the City.
- P. Vehicles shall be delivered to the Service Provider by individual City department Fleet coordinators, except when Service Provider shall inspect inoperable vehicles at the City Fleet Management shop to prepare estimates. Vehicles shall be returned to the City Fleet Management shop when ready for inspection and approval by the Fleet Management Supervisor. Vehicles for the Lynchburg Fire Department shall be returned to Fire Maintenance shop, 2024 Lakeside Drive, for inspection and approval.

- Q. New parts used by the Service Provider repairs shall be priced on the basis of a percentage discount from the original manufacturer's list price. The percentage discount shall be set forth in the Offeror's submission and shall be guaranteed for the term of the contract. The City reserves the right to review manufacturer's invoices. Used parts shall be furnished of a like-kind and quality (LKQ) as approved by the Contract Administrator or other purchasing official.
- R. Major repairs (for jobs costing over \$2,500) and any additional damage found after beginning repairs not covered by the original estimate under the "open" option, shall be agreed upon by the Service Provider and the City Contract Administrator on a case-by-case basis in order to determine a reasonable time for service completion.
- S. The City, may at its option, furnishes the Service Provider with parts to be used in making repairs. If City-owned parts are utilized, or parts repaired instead of replaced, the labor to repair and/or install must not exceed the labor cost of installing comparable new parts.
- T. All primer dust and overspray shall be removed from outside of vehicle as well as primer dust on the inside of vehicle before returning to City for inspection.
- U. Labor rates shall include, but not be limited to, frame straightening, sheet metal repair, body prep and painting. The proposed labor rates shall apply to all categories of work unless exception is taken by the Service Provider.
- V. On all repair estimates over \$2,500, the City reserves the right to obtain another estimate from an outside adjusting agency. The hours billed by the successful Service Provider shall not deviate from the outside adjustor's estimate of hours by more than ten (10) percent unless properly documented and approved by the Contract Administrator prior to the repairs. The designated Contract Administrator or other purchasing official shall coordinate second estimate.
- W. Smoking in City vehicles is strictly prohibited.

**PROPOSAL CONTENT & EVALUATION CRITERIA
REQUEST FOR PROPOSALS – 15-949**

AUTO BODY REPAIR SERVICES

QUALIFICATIONS:

A. Provide a statement of the company’s experience and qualifications to meet the requirements of the City as outlined herein. Include the following:

1. A general overview and history of your company:

2. Number of years in business, number of employees, corporate headquarters:

3. Where you do business: (shop locations) with complete address (es):

4. Confirm that you have the appropriate business licensing for your company in the space below and attach a copy with your submission:

5. Provide a statement of your company's proof of adequate financial and physical resources for performance of this contract provide an annual statement attached to this submission, if available:

- B. Staff. Identify proposed staff members that would be involved in providing the services, Documentation of experience, organization, technical qualifications and skills to perform the contract. Documentation shall include a list of all employees, experience, etc. performing work in the Service Provider's shop, requested herein and submit statements detailing their qualifications.

Please include a minimum:

1. The number of employees you have working full time to provide the services specified:

2. In addition to the information and qualifications specified above, identify any special knowledge for skill provided by your company that may be related or helpful to the services requested herein:

- C. References. Detail your firm's experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s). By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.

Customer/Company Name _____
Contact Person _____
Telephone No. _____
Email Address _____
Description of Services _____

Customer/Company Name _____
Contact Person _____
Telephone No. _____
Email Address _____
Description of Services _____

Customer/Company Name _____
Contact Person _____
Telephone No. _____
Email Address _____
Description of Services _____

D. Shop & Equipment. Describe the following:

1. A list of certifications your facility has obtained:

2. The size and general condition of your primary facility and satellite location(s):

3. Type/size of paint booth (Facilities shall comply with appropriate fire, building and environmental codes and regulations and the City reserves the right to inspect the premises (shop facility) of the offeror for conformance with State and Fire Code regulations pertaining to spray areas and other areas that relate to the performance of the contract):

4. Service Provider shall indicate whether there is a secured, locked area for the storage of vehicles:

ATTACHMENT A
REQUEST FOR PROPOSALS - 15-949
AUTO BODY REPAIR SERVICES

COST PROPOSALS SHEET

(Less than one ton vehicles)

PLEASE NOTE: DO NOT PROVIDE MORE THAN ONE PERCENTAGE PER ITEM/MANUFACTURER.

Less than one (1) ton vehicle:

Body/Interior Parts:

| | | | |
|----------------|-------|--------------|--------|
| Ford | _____ | Retail, less | _____% |
| General Motors | _____ | Retail, less | _____% |
| Chrysler | _____ | Retail, less | _____% |
| Imported | _____ | Retail, less | _____% |

Mechanical Parts:

| | | | |
|----------------|-------|--------------|--------|
| Ford | _____ | Retail, less | _____% |
| General Motors | _____ | Retail, less | _____% |
| Chrysler | _____ | Retail, less | _____% |
| Imported | _____ | Retail, less | _____% |

Paint and Related Materials:

| | | | |
|----------------|-------|--------------|--------|
| Ford | _____ | Retail, less | _____% |
| General Motors | _____ | Retail, less | _____% |
| Chrysler | _____ | Retail, less | _____% |
| Imported | _____ | Retail, less | _____% |

Labor Rates:

| | | | |
|--------------------|----------------|--------------|----------------|
| Body Repair | _____/per hour | Frame Repair | _____/per hour |
| Painting/Finishing | _____/per hour | Mechanical | _____/per hour |

Warranty:

NOTE: Minimum warranty period is 12 months/12,000 miles, 100% coverage on parts and labor.
Please state warranty coverage for parts and labor:

**ATTACHMENT A
REQUEST FOR PROPOSALS - 15-949
AUTO BODY REPAIR SERVICES**

**COST PROPOSALS SHEET
(Medium Duty Vehicles)**

PLEASE NOTE: DO NOT PROVIDE MORE THAN ONE PERCENTAGE PER ITEM/MANUFACTURER.

Medium Duty Truck

Body/Interior Parts:

| | | | |
|----------------|-------|--------------|--------|
| Ford | _____ | Retail, less | _____% |
| General Motors | _____ | Retail, less | _____% |
| Chrysler | _____ | Retail, less | _____% |
| Imported | _____ | Retail, less | _____% |

Mechanical Parts:

| | | | |
|----------------|-------|--------------|--------|
| Ford | _____ | Retail, less | _____% |
| General Motors | _____ | Retail, less | _____% |
| Chrysler | _____ | Retail, less | _____% |
| Imported | _____ | Retail, less | _____% |

Paint and Related Materials:

| | | | |
|----------------|-------|--------------|--------|
| Ford | _____ | Retail, less | _____% |
| General Motors | _____ | Retail, less | _____% |
| Chrysler | _____ | Retail, less | _____% |
| Imported | _____ | Retail, less | _____% |

Labor Rates:

| | | | |
|--------------------|----------------|--------------|----------------|
| Body Repair | _____/per hour | Frame Repair | _____/per hour |
| Painting/Finishing | _____/per hour | Mechanical | _____/per hour |

Warranty:

NOTE: Minimum warranty period is 12 months/12,000 miles, 100% coverage on parts and labor.

Please state warranty coverage for parts and labor:

ATTACHMENT A
REQUEST FOR PROPOSALS - 15-949
AUTO BODY REPAIR SERVICES
COST PROPOSALS SHEET
(Heavy Duty Vehicles)

PLEASE NOTE: DO NOT PROVIDE MORE THAN ONE PERCENTAGE PER ITEM/MANUFACTURER.

Heavy Duty Truck

Body/Interior Parts:

| | | | |
|----------------|-------|--------------|--------|
| Ford | _____ | Retail, less | _____% |
| General Motors | _____ | Retail, less | _____% |
| Chrysler | _____ | Retail, less | _____% |
| Imported | _____ | Retail, less | _____% |

Mechanical Parts:

| | | | |
|----------------|-------|--------------|--------|
| Ford | _____ | Retail, less | _____% |
| General Motors | _____ | Retail, less | _____% |
| Chrysler | _____ | Retail, less | _____% |
| Imported | _____ | Retail, less | _____% |

Paint and Related Materials:

| | | | |
|----------------|-------|--------------|--------|
| Ford | _____ | Retail, less | _____% |
| General Motors | _____ | Retail, less | _____% |
| Chrysler | _____ | Retail, less | _____% |
| Imported | _____ | Retail, less | _____% |

Labor Rates:

| | | | |
|--------------------|-----------------|--------------|-----------------|
| Body Repair | _____ /per hour | Frame Repair | _____ /per hour |
| Painting/Finishing | _____ /per hour | Mechanical | _____ /per hour |

Warranty:

NOTE: Minimum warranty period is 12 months/12,000 miles, 100% coverage on parts and labor.
Please state warranty coverage for parts and labor:

REQUEST FOR PROPOSALS - 15-949

ATTACHMENT C

AUTO BODY REPAIR SERVICES

ADDITIONAL INFORMATION

Alternative methods submitted by the proposer to meet identified requirements must be clearly noted and documented, and will not be considered as an exception.

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: _____