



REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

City of Lynchburg, Virginia Procurement Division

Proposal Title: Automotive Oil Change/Lubrication/Safety Check Services

This is the City of Lynchburg's Request for Proposals (RFP) No. 15-927, issued **July 3, 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., July 29, 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., August 6, 2014**, 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: _____ () _____

Signature: _____

Typed or Printed Name, Title

Florence H. Randolph
Purchasing Technician, Signature

I. SUBMISSION OF PROPOSALS

- A. An original, so marked, and two (2) copies, so marked, for a total of three (3) 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 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.
- K. Proposals shall include as part of the proposal a sample of the PM Checklist/Safety Inspection Form to be used to provide service under any resultant agreement.
- L. A list of locations 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.
- M. A complete proposal shall include each referenced attachment as follows:
 - 1. Attachment A – Pricing Page
 - 2. Attachment B – Exceptions Taken
 - 3. Attachment C – General Information Regarding Services and Products
 - 4. Attachment D – Company Information
 - 5. W9 Taxpayer ID Form

II. PROPOSAL

The City of Lynchburg, through its Department of Fleet Services, maintains a thorough program for conducting timely vehicle oil changes, lubrications and safety inspections, hereafter referred to as PM (Preventive Maintenance). History has shown that timely PM will extend the life of a fleet asset, reduce vehicle downtime and insure that each city customer is operating a safe and roadworthy vehicle. The City's past practice over the last dozen years has been to perform PMs using a private sector provider; the total number of PMs the last fiscal year was 374 and includes basic sedans, police cars, SUVs, vans and light duty trucks. The current service parameter is to change the oil every 5,000 miles. However, the City reserves the right to purchase more or less service during the lifetime of any agreement that may be issued as a result of this procurement request, to change existing PM parameters, and to contract with more than one provider if it is in the best interest of the City to do so. The City contemplates that the contract term will begin on September 1, 2014, with the initial two (2) year contract term ending on August 31, 2016 with three (3) additional one year renewals after this date for a total contract period of five (5) years through August 31, 2019.

III. DESCRIPTION OF COVERED FLEET

- A. The vehicles to be serviced under any ensuing agreement are managed by Fleet Services for the Police Department, Sheriff's Department, Public Works, Water Resources and other administrative and operating departments of the City as well as some non City agencies such as Blue Ridge Regional Jail, Housing Authority, etc.
- B. The police vehicles include marked patrol units as well as investigation and administrative vehicles.

IV. SCOPE OF WORK

Listed below are the basic services the City seeks to contract.

- A. Basic PM under any ensuing agreement shall include the following:
 - 1. Change engine oil
 - 2. Install new oil filter
 - 3. Perform complete chassis lubrication
 - 4. Inspect and refill all fluid levels: brake fluid, transmission fluid, differential and transfer case, power steering fluid, anti-freeze/coolant, windshield and washer solvent
 - 5. Inspect battery cables and posts and clean if necessary
 - 6. Check tire pressure, inflate/deflate tires to manufacturer's specifications and check tread wear
 - 7. Rotate all four wheels and reset tire pressure monitor system after rotation
 - 8. Check belts and hoses
 - 9. Clean exterior of all windows and mirrors
 - 10. Vacuum interior of vehicle and empty ash tray if applicable
 - 11. Check air filter
 - 12. Check wiper blades
 - 13. Check and tighten apparent loose hose clamps where leaking coolant appears
 - 14. Check visible fuel lines for apparent leakage
 - 15. Install PM sticker with date of service and date/mileage for next service
 - 16. Write on the work ticket any discrepancies discovered during the inspection and instances where fluid levels are low
- B. Engine oil requirements are as follows:
 - 1. American Petroleum Institute approved.
 - 2. Meet or exceed API Performance Classification "SM" and ILSAC Classification GF-4 or better for gasoline engines and CJ-4 for diesel.
 - 3. Viscosity shall meet vehicle manufacturer's minimum requirements for each class of vehicle that is part of this solicitation.
- C. All filters shall meet or exceed vehicle manufacturer's recommendations.
- D. Manufacturer's name and brand of engine oil, filters, grease, fluids and wiper blades shall be listed on Attachment C.

- E. Based on price, the City may contract with the successful Service Provider to replace products such as filters, belts, etc. but replacement must be pre-approved by a Fleet Services employee prior to installation.

V. SERVICE PROVIDER FACILITIES

- A. The facilities of the successful Service Provider shall be clean and environmentally sound utilizing waste disposal practices that are in compliance with City, State and Federal laws and regulations. By virtue of entering into an agreement to provide these services, the successful Service Provider agrees to indemnify and hold the City, its employees, volunteers and officers harmless from any obligations, liability, or actions of any kind or nature as a result of services provided by it or its employees in regard to City owned vehicles while on the Service Provider's premises. The City shall be held harmless of liability for all actions of the Service Provider and its agents relating to waste disposal and transportation of it. The facilities shall contain modern and clean waiting rooms with restrooms for the convenience of customers.
- B. The City reserves the right to have appropriate government officials inspect the premises of Service Provider facilities to insure compliance with City, State and Federal laws with respect to OSHA and other environmental requirements.

VI. SERVICE PROVIDER RESPONSIBILITIES

- A. Service Providers submitting a proposal shall be equipped to perform all required functions without outsourcing any portion of the proposed work.
- B. If a Service Provider takes exception to any provision outlined in this solicitation, such exception must be formally documented as an exception in their proposal and so noted on attached Exceptions Page – Attachment B.
- C. The City does not, however, wish to discourage alternative solutions. Such alternatives should be submitted as a separate proposal clearly stating what is being offered, proposed methods, and an outline of proposed cost of service. The City reserves the right to consider such alternatives, and at the City's sole discretion, determine if such alternatives are more beneficial to the City's overall objective.
- D. Each PM shall be documented on a Service Provider supplied pre-numbered work ticket and at a minimum shall include the following:
 - 1. Date of service, time vehicle was delivered for service and time service was completed.
 - 2. Complete detail of service provided and cost of service.
 - 3. Vehicle (EMIS) number assigned to the vehicle, license plate number and a brief description of vehicle.
 - 4. Name of City department and name of employee delivering vehicle for service with signature of employee.
 - 5. Vehicle odometer reading as of time of service.

Note: A copy of the ticket shall be faxed the same day of service to Fleet Services at 847-1810.
- E. Billing shall be submitted to the City at least monthly—biweekly bill will also be acceptable. All billing shall include an original copy of each service ticket and shall be sent to Fleet Services at 1650 Memorial Avenue, Zip 24501-1704. The City is unable to pay a service ticket not submitted with the periodic billing report or for a service ticket missing the signature of the employee who received the service. Under no circumstances will the City be responsible for the payment of a service ticket for the personal vehicle of a City employee.
- F. At a minimum, the Service Provider shall have operating hours Monday through Friday from 8:00am-5:00pm. Saturday hours are not required but would enhance service delivery and add value to offered services.
- G. Service Provider shall be responsible for any and all damage to City vehicles damaged during the performance of the pre-described service or for consequential damage incurred that is related to substandard service such as failure to reinstall oil pan plug or the use of substandard or incorrect product.

- H. Service Provider shall warrant that products used during service are free of defect in workmanship and material and will replace any product found to be defective. In addition, any vehicle damage caused as a result of faulty product will be reimbursed to the City for that portion of the repair costs which were necessary to restore the vehicle to its condition immediately prior to the time of damage.

VII. SERVICE PROVIDER QUALIFICATIONS

- 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. That their employees exhibit a high degree of professionalism as part of their employment in a drug-free workplace.
- B. The Service Provider's main 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.

VIII. CONTRACT PROVISIONS

- A. The City reserves the right to accept or to reject any or all proposals. Furthermore, the City reserves the right to award more than one contract if, in the sole opinion of the City, a multiple award is in the best interest of the City.
- B. The duration of any contract issued as a result of this solicitation will be two (2) years with options by the City to renew for three (3) one (1) year terms for a total agreement length not to exceed five (5) years. Prospective Service Providers are advised that all agreement and/or contractual relationships are subject to City Council's appropriation of funds for continuation of such agreement or contract.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

- H. 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. Survival of Rights and Obligations – In the event of termination, the rights and obligations of the parties, which by their nature survive termination of the services covered by contract, shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under contract shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended; and the hold harmless agreement shall survive.
 3. Drug and Alcohol Policy – Service Provider shall not use, possess, manufacture or distribute alcohol or illegal drugs during the performance of the agreement or distribute it. Service Provider shall maintain a drug-free workplace for its customers and employees and 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 or illegal substance is prohibited in the Service Provider’s workplace and specify the actions that will be taken against employees for violation of such prohibition. In addition, the Service Provider shall place in all its advertisements and solicitations that it maintains a drug-free workplace and prohibitions shall be in place to enforce this requirement.
 4. No Conflict of Interest – Service Provider represents that it has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under a contract with the City.
 5. No Discrimination – In connection with the performance of services provided under contract, Service Provider shall not discriminate on the grounds of race, color, creed, ancestry, national origin, religion, sex, marital status, age, medical condition or disability in any manner prohibited by federal, state or local laws.
 6. Non-assignment of Contract – The Service Provider shall not assign, transfer, convey, sublet, or otherwise dispose of a contract or Service Provider’s right, title or interest in or to the same or any part thereof without the advanced express written consent of the City; and any action by Service Provider without the City’s previous written consent shall be void.
 7. 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.
- I. 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.

IX. PROPOSED SCHEDULE OF IMPLEMENTATION

<u>Date</u>	<u>Scheduled Item</u>
July 2, 2014	Issue Request for Proposals
July 29, 2014 by 2:00 P.M.	Last day to submit questions to procurement
August 6, 2014	Proposals Due Prior to 4:00 p.m.
2 weeks	City completes review of proposals and generates shortlist
TBD	Optional City interviews of selected firms
TBD	City begins contract negotiations, obtains administrative approvals, Contract Documents assimilated
TBD	City issues Intent to Award Contract and Executes Contract Documents
TBD	Award Contract and Issue Notice to Proceed

X. 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.

XI. 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).**

XII. CRITERIA FOR PROPOSAL EVALUATION

A. Evaluation Criteria

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

EVAULATION CRITERIA	POINT VALUE
Qualifications and experience of contractor to provide the services described.	15
Turnaround time.	25
Price.	25
Number and location of facilities where service will be provided.	20
Service hours.	15
Total Points	100

XIII. SPECIAL INSTRUCTIONS

Service Provider shall exercise extreme caution and care in reading this document and comply with all provisions when preparing a response to this Request for Proposals. Special instructions are as follows:

1. Service Provider to detail hours of service.
2. Service Provider to submit with proposal sample of PM Checklist/Safety Inspection Form to be used to provide service under any resultant agreement.
3. Service Provider to include as part of proposal a list of locations where service may be obtained along with the contact name at each location.
4. Service Provider to describe in detail manufacturer name and brand for each product to be used for the performance of service i.e. oil, filters, lubrication, fluids and wiper blades.
5. Service Provider to provide detailed pricing for all services requested by this solicitation to include the price for a standard oil change and lube plus add-on pricing for all other ancillary services or parts that may be provided.

XIV. INSURANCE REQUIREMENTS

- A. The selected Service Provider will agree to indemnify and hold harmless the City of Lynchburg in the event of loss or claim caused by the Service Provider's negligence.
- B. The City shall be named as an Additional Insured under the Service Provider's insurance policy.
- C. The selected Service Provider shall provide the following insurance coverage:
 1. General Liability/Automobile Liability/Garage Liability (all coverage under one policy) in the amount of \$1,000,000 naming the City of Lynchburg, its officers and employees as additional insured.
 2. The statutory amounts for Workers' Compensation protecting the City in case of injury to a Service Provider's employees while performing service on a City vehicle.
 3. Garage Keeper's legal liability insurance coverage while a City vehicle is under a Service Provider's care, custody or control. Comprehensive coverage shall be at a minimum \$50,000 and Collision coverage at a minimum \$50,000.
- D. A Certificate of Insurance shall be submitted to the City's Risk Office on an annual basis.

XV. CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their quotations, 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 City of Lynchburg Procurement Ordinance. In every contract over \$10,000, the provisions below apply:

1. 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.

2. 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.
3. 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.

The contractor shall include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor.

ATTACHMENT A

RFP #: 15-927

PRICING PAGE

State below your price to perform the following:

1. Change engine oil
2. Install new oil filter
3. Perform complete chassis lubrication
4. Inspect and refill all fluid levels including brake fluid, transmission fluid, differential and transfer case, power steering fluid, anti-freeze/coolant and windshield washer solvent
5. Inspect battery cables and posts and clean if necessary
6. Check tire pressure, inflate/deflate tires to manufacturer's specifications and check tread wear
7. Rotate all four wheels and reset tire pressure monitor system
8. Check belts and hoses
9. Clean exterior of all windows and mirrors
10. Vacuum interior of vehicle and empty ash trays
11. Check air filter
12. Check wiper blades
13. Check and tighten apparent loose hose clamps where leaking coolant appears
14. Check visible fuel lines for apparent leakage
15. Install PM sticker with date of service and date/mileage for next Service

Base price for 5 quart oil change – Virgin oil	\$ _____
Base price for 6 quart oil change – Virgin oil	\$ _____
Price for extra quart of virgin oil	\$ _____
Base price for 5 quart oil change with Dexos 1 approved oil	\$ _____
Base price for 6 quart oil change with Dexos 1 approved oil	\$ _____
Price for extra quart of Dexos 1 approved oil	\$ _____

Describe below any other services you wish the City to consider such as air filters, wiper blades, belts, hoses, etc:

<u>Description of Service</u>	<u>Price</u>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____

ATTACHMENT C
RFP# 927
GENERAL INFORMATION

SERVICE LOCATIONS

	<u>ADDRESS</u>	<u>CONTACT NAME</u>	<u>PHONE #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

HOURS OF SERVICE FOR ALL LOCATIONS

OPEN: _____ AM

CLOSE: _____ PM

WEEKEND HOURS FOR ALL LOCATIONS: _____

TURNAROUND TIME FOR A PM IN MINUTES: _____

PRODUCT NAMES AND BRAND USED

	<u>MANUFACTURER</u>	<u>BRAND NAME</u>
MOTOR OIL	_____	_____
FILTERS	_____	_____
GREASE	_____	_____
FLUIDS	_____	_____
BLADES	_____	_____
BELTS	_____	_____
HOSES	_____	_____

ATTACHMENT D

RFP# 927

COMPANY INFO AND SIGNATURE PAGE

COMPANY NAME: _____

REPRESENTATIVE'S NAME: _____

REPRESENTATIVE'S TITLE: _____

OFFICE PHONE NUMBER: _____

CELL PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

SIGNATURE: _____

DATE: _____

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 vendor.*

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: _____

XVI. METHOD OF AWARD

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.

XVII. CONTRACT TERM

The initial term of this contract shall be for five (5) years, from contract signing, upon mutual consent of the parties to the contract. Any time extensions granted by the City shall be by written amendment signed by both parties to the original agreement.

XVIII. 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 successful firm 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 successful firm and the successful firm will be responsible to the City for all work performed by any subcontracting firm or special consultant.

B. Payment for Services

Payments to the successful firm 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 successful firm's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The successful firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

C. Independent Successful Firm

The successful firm is an independent successful 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.

D. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm 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 Successful firm 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 Successful firm.

E. Insurance

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

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. 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 firm 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.

G. 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.

H. 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.

I. Nondiscrimination

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

- a. The Successful firm 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 Successful firm. The Successful firm 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 Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm 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 Successful firm 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.

J. Payments to Successful Firms

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

1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:
 - (a) The Successful firm 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 Successful firm 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 Successful firm 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 Successful firm'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.

K. 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 Successful firm'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 Successful firm within 30 days of receipt of the claim. The Successful firm 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

the appeal notice and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Successful firm shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

L. Taxes

The Successful firm 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 Successful firm and not of the City and the City shall be held harmless for same by the Successful firm.

M. Indemnification

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

N. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City.

O. 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.

P. Responsibility for Property

The Successful firm 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 Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

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. 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.

S. 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 consultant 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 Consultant 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 Consultant, 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.

T. Right to Audit

All contracts are subject to audit by Federal, State or City Personnel or their representatives at no cost to the City. Consultant 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 Consultant shall respond with all information requested within ten (10) calendar days of the date of the request.

U. 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.

V. 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 RFP.