



# Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

## **Request for Proposal** **Shelby County Government** **Purchasing Department**

160 N. Main St., 9<sup>th</sup> Floor, Suite 900  
Memphis, TN 38103

*Issued: January 22, 2014*

*Due: February 21, 2014 no later than 4:00 P.M. (Central Standard Time)*

**RFP #14-001-28**

### **Fleet Maintenance Services - Light Duty Vehicles** **(Shelby County Public Works)**

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies or professionals to provide management services for its light duty vehicle fleet including preventive maintenance, all other basic and non-internal services, road services operations and the implementation of a fleet management information system. Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

*A pre-proposal conference to answer questions and tour the maintenance facility will be held at 10:00 a.m. (CST), Thursday, January 30, 2014 in the Roads and Bridges Conference Room, 6449 Haley Road, Memphis, TN 38134.*

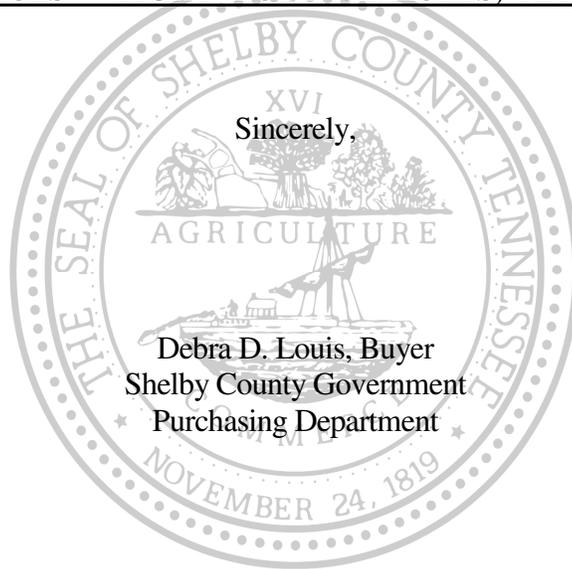
The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 4:00 p.m. (CST) on Friday, February 21, 2014.** Proposals should be addressed to:

Debra D. Louis, Buyer  
Shelby County Government  
Purchasing Department  
160 N. Main St., 9<sup>th</sup> Floor, Suite 900  
Memphis, TN 38103

The package containing the original (clearly identified as original) and eight (8) copies of your proposal must be sealed and marked with the proposer's name and "CONFIDENTIAL, FLEET MAINTENANCE SERVICES – LIGHT DUTY VEHICLES, RFP #14-001-28" noted on the outside.

Sincerely,

Debra D. Louis, Buyer  
Shelby County Government  
Purchasing Department



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**EXHIBIT “A” – PROPOSAL FORM (ATTACHED)**

**EXHIBIT “B” – EQUIPMENT MASTER LIST, LIGHT DUTY VEHICLES  
(SEPARATE ATTACHMENT)**

*Notes: Please make sure you pay close attention to Sections: I-V, IX, XI, Exhibit “A” and Exhibit “B”. These sections will clearly outline what information is required to properly respond and prepare your RFP response.*

*Please download all of the additional information, attachments, and exhibits that accompany this RFP.*

### I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified companies or professionals to provide all supervision and labor needed to manage and maintain the

County's light duty fleet in a state of repair consistent with the performance standards and service specifications identified within this Request for Proposal (the "Services"). This Request for Proposal ("RFP") is being released to invite interested and qualified companies or professionals to prepare and submit proposals in accordance with instructions provided where the successful candidate(s) will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms proposer and provider are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENTS

All proposers must:

1. Have a minimum of ten (10) years experience performing the Services described in the RFP.
2. Have sufficient, competent and skilled staff, with experience in performing the Services described in the RFP.
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. **Apply** and **qualify** for a vendor number through the Purchasing Department and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration Office **prior to submitting your response (MANDATORY, see the details outlined below).**
5. Attest that you adhere to all Title VI requirements and provide proof/documentation if necessary.
6. Provide proof of the minimum insurance requirements (MANDATORY, please review closely).
7. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the "Tennessee Lawful Employment Act" (effective date of 01/01/12). **Proof and documentation of employment eligibility must be included with the proposal, if applicable.**

***Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an "Equal Opportunity Compliance (EOC)" certification number.***

***You can access the online applications to receive the numbers indicated above at [www.shelbycountyn.gov](http://www.shelbycountyn.gov). To obtain a vendor number and an EOC number, please follow the instructions below:***

### **Vendor Number (Purchasing Department)**

At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Conducting Business with Shelby County". The "Vendor Registration" link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. ***(Applications for a vendor number are accepted online only.)***

### **Equal Opportunity Compliance (EOC) Number (EOC Administration Office)**

At the top of the home page, click on the links "Department", "E" for the Equal Opportunity Compliance and "Contract Compliance Program". The "Contract Compliance Packet" link is in the middle of the page. Please print the packet and ***mail or fax*** the completed packet to the EOC

office. The mailing address is 160 N. Main Street, Suite 501, Memphis, TN 38103. The fax number is 901-222-1101.

*If you have any questions regarding the applications, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.*

### III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Debra D. Louis, Buyer  
Shelby County Government  
160 N. Main St., 9<sup>th</sup> Floor, Suite 900  
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Ms. Debra D. Louis in writing at [debra.louis@shelbycountyttn.gov](mailto:debra.louis@shelbycountyttn.gov) or at the address listed above. Questions should reference the sections of the RFP to which the questions pertain and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Thursday, February 6, 2014 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

*Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) within forty-eight (48) hours of the above cut-off date.*

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

### IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **February 21, 2014 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

### V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified. The dates provided after the RFP closes are approximate, and that the County reserves the exclusive right to modify these dates in consultation with the successful proposer.

<b>Request for Proposals Released</b>	<b>Wednesday, January 22, 2014</b>
<b>Pre-Proposal Conference</b>	<b>10:00 a.m. (CST), Thursday, January 30, 2014</b>
<b>Deadline for Written Questions</b>	<b>Thursday, February 6, 2014 by 12:00 p.m. (CST)</b>
<b>Proposal Due Date</b>	<b>Friday, February 21, 2014 by 4:00 pm (CST)</b>
<b>Notification of Award</b>	<b>March – April 2014</b>
<b>Services to Commence</b>	<b>July 1, 2014 or immediately upon execution of the contract.</b>

*A pre-proposal conference to answer questions and tour the maintenance facility will be held at 10:00 a.m. (CST), Thursday, January 30, 2014 in the Roads and Bridges Conference Room, 6449 Haley Road, Memphis, TN 38134.*

The County may reproduce any of the proposer’s proposal and supporting documents for internal use or for any other purpose required by law.

**VI. PROPOSAL CONDITIONS**

**A. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

**B. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

**C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer’s responsibility to ensure that its proposals arrive on or before the specified time.

**D. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

**E. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

**F. Proposal Validity**

Proposals submitted hereunder will be firm for ninety (90) calendar days from the due date unless otherwise qualified.

**G. Disclosure of Proposal Contents**

The contractor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

**H. LOSB**

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

**LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation

for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;

- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

## **VII. GENERAL REQUIREMENTS AND INFORMATION**

**A. Background**

Shelby County's light duty vehicle fleet consists of approximately 523 vehicles and other pieces of equipment that will be maintained by the Provider in Exhibit "B" – Equipment Master List. The maintenance of the fleet is currently performed at a central maintenance facility located at 6200 Haley Road, Memphis, Tennessee 38134. The goal of the Contract resulting from this RFP is to assure that the County and the Provider are providing vehicles and equipment that are suitable to users' needs; available when needed; reliable when being used; safe to operate; economical to own, operate and maintain and operated and maintained in an environmentally responsible manner and with all aforementioned services provided in a cost efficient manner.

**B. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

The Division Director of Public Works or his designee are authorized to act on behalf of the County in all matters relating to this RFP or as to any issues or work performed under the terms of any contract or amendment thereto resulting from this RFP.

**C. Project Time Frame**

The initial contract term will begin July 1, 2014 or immediately upon execution of the contract through June 30, 2017, with the option to renew for two (2) additional one (1) year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed.

Prices submitted will remain fixed for the initial contract period and may be increased during any renewal period based upon adequate justification by the Provider and mutual agreement of the parties. A notice of price increases must be made in writing by the Provider to the County at least 120 days in advance of the contract expiration date or any renewal thereof.

**D. Reservation of Rights**

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the successful Proposer's books relative to the Accounts.

## **E. Selection Criteria**

Each proposal response will be evaluated on the criteria outlined in Section XI and XII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information (see Section II above). Please contact the EOC Administration @ 901-222-1100 if additional information is needed.

## **F. Additional Information and References**

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) current, or former clients who have been terminated in the last five (5) years, should be included on this list.

## **VIII. AWARD OF CONTRACT**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The successful proposer will be chosen based on the qualifications and selection criteria discussed in Sections XI and XII of this document.

The award will be made to the proposer whose proposal is determined to be best in terms of professional and technical completeness. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The proposers whose proposals do not meet the mandatory minimum requirements will be considered noncompliant. After evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

## **IX. PURPOSE / SCOPE OF WORK**

The purpose of this RFP is to select the best-qualified proposer (hereinafter referred to as "Provider") and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

The Provider will be required to provide scheduled preventive maintenance, remedial repairs, road service, management, fleet information technology services and any additional service detailed within the General and Specific Requirements set forth within this RFP.

***Criminal background checks will be performed on every individual to be providing services on behalf of the Provider. Results will be provided to the County to accept or reject individual based upon results.***

The following will be made a part of any agreement arising from this Request for Proposal (RFP) and should be considered by the Provider in its response to the General and Specific Requirements enumerated within Exhibit "A" - Proposal Form included within this RFP. Exhibit "B" (separate attachment) represents the light duty vehicles of less than 10,000 lbs. gross vehicle weight to which this RFP applies.

**1. Contract Management**

The Division Director of Public Works or his designee are authorized to act on behalf of the County in all matters relating to this RFP or as to any issues or work performed under the terms of any contract or amendment thereto resulting from this RFP.

**2. Term**

The initial contract term will begin July 1, 2014 or immediately upon execution of the contract through June 30, 2017, with the option to renew for two (2) additional one (1) year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed.

Prices submitted will remain fixed for the initial contract period and may be increased during any renewal period based upon adequate justification by the Provider and mutual agreement of the parties. A notice of price increases must be made in writing by the Provider to the County at least 120 days in advance of the contract expiration date or any renewal thereof.

**3. Hours of Operation**

The Fleet Service Facility will be open Monday through Friday from 7:00 a.m. to 4:30 p.m. The Facility may be required, at County's option to remain open for extended periods of time during periods of declared emergencies.

**4. Outside Repairs**

The Provider will be responsible for arranging and managing the conduct of outside repairs and will have full responsibility for subcontract work. Subcontract work will be reviewed by the Division Director of Public Works or his designee to insure that the outside repair is justified and is the most cost effective approach for the County. The Provider will be responsible for transporting the County's vehicles without markup to and from outside repair shops and dealerships unless other arrangements are approved in advance by the County or using department.

## **5. Facilities**

- a. Work may be performed at the Shelby County Fleet Services Garage. The facilities will remain the property of the County.
- b. At Provider's option, the County will lease to the Provider, the Maintenance Facility for a charge of \$1.00 per year. The Provider shall not use the facility for work on vehicles or equipment not owned or leased by the County. The facility will include telephones on the County network. Provider will pay for all long distance phone calls.
- c. The County shall also provide under said lease, owned equipment and furniture located in the Maintenance Facility. All equipment added by the County during the term of the Contract will become the property of the County. The Provider will maintain these items in good repair, normal wear and tear excepted, during the term of the contract.
- d. The physical facilities, office and shop equipment provided to the Provider for the term of the Contract will become the responsibility of the Provider and will be returned to the County upon completion of the Contract in the same condition as they were originally provided to the Provider, normal wear and tear excepted.
- e. Between the date of contract execution and the date of possession by the Provider, a complete physical inventory of office and shop equipment will be taken by representatives of the Provider and the County in order to determine the Provider's responsibility for same.
- f. The physical facilities will be maintained by the County including repairs, maintenance and/or renovation with the Provider being responsible for informing the County of those items requiring repair. The Provider will be liable for any repairs made necessary by the negligent acts of its employees and/or agents. The County will supply water, electricity and gas. The Provider shall be responsible for interior housekeeping, janitorial maintenance and supplies.
- g. The Provider may, at its option, perform the services required under this RFP at the County's Fleet Services Facility or at its facility/facilities location or both as the Provider may determine.

## **6. Parts/Tires/Various Services**

The County currently maintains a number of purchasing agreements for the acquisition of automotive parts, tires and other services used in its fleet maintenance operation. The Provider will be granted permission to purchase parts, tires and other services through these arrangements at the discretion of the Vendors supplying same.

## **7. Compensation and Invoicing**

- a. The Provider will be reimbursed under the terms of any agreement entered into based on the fee schedules provided in response to Specific Requirements 1, 2 and 3 (SR1, SR2 and SR3) of Exhibit “A” – Proposal Form. There are no guaranteed minimums under any contract that may be entered into as a result of this RFP.
- b. The County will accept one invoice per month in payment for services rendered which will be submitted to the Division Director of Public Works or his designee for review, approval and payment. The invoice may be adjusted as appropriate for charges reimbursable by the Provider such as long distance telephone calls, liquidated damages, etc. The County reserves the right to request additional information from the Provider prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to the Provider for parts or subcontracted services or payroll registers. The County reserves the right to audit the Provider’s records at any time.

## **8. New Vehicle Preparation/Disposal**

- a. The provider will prepare newly acquired vehicles for service. Preparation will include inspections, cleaning, installation of department required equipment and accessories, decals, vehicle numbers and other special equipment such as radios, computers, GPS units, cameras, etc.
- b. Vehicles to be sold at surplus will be prepared for disposal by the Provider. Preparation shall include removal of tags, decals and special equipment, paper work, cleaning if required and relocation to auction site.

## **9. Reports**

- a. **Weekly:** The Provider will generate a report summarizing the previous week’s activities for delivery to the County before noon on Friday. The exact content and format of the report will be determined by the County, but will consist of the following:
  - i. Vehicles scheduled for preventive maintenance.
  - ii. Vehicles scheduled for repair or other service.
  - iii. A listing of vehicles not delivered for scheduled preventive maintenance or other service and department to which assigned.
  - iv. A status report of any extraordinary work required.

- v. Warranty/recall status.
  - vi. A summary of suspected blatant user abuse.
  - vii. A summary of vehicles remaining out of service.
  - viii. A summary of new vehicle preparation activities.
  - ix. Number of completed work orders.
  - x. Summary of vehicles not repaired pending authorization to repair from County.
  - xi. Data necessary to compute required performance standards required. The calculation of performance standards shall be, at the County's option, final and non-controvertible.
- b. **Monthly:** The Provider will submit a monthly report to the County on or before the 10<sup>th</sup> calendar day of the month following the reporting period. The report will summarize the month's work within the parameters defined by the weekly report. In addition, the monthly report will include performance data for that month compared to performance standards established by the Provider in its response to General Requirement 9 (GR9) of Exhibit "A" - Proposal Form. A monthly safety report will also be submitted.
- c. **Annual:** On the first anniversary of the effective date of the Contract and every other anniversary date thereafter, the Provider will submit to the County a written annual report that summarizes the year's activity in a format agreed upon by the Provider and the County. The Provider will make a statement indicating the solvency of the Provider as a part of the annual report. This may take the form of a standard issued certified corporate report or certified statement of the Provider's financial condition. The Provider will also include in the annual report, the results of the annual customer satisfaction survey required in the Quality Assurance Program.
- d. **Transition:** The Provider will submit a written report at the conclusion of a four (4) month transition period that reviews the degree to which the Provider's transition plan was completed on time and the results obtained.
- e. **Complaints:** The Provider will perform a service of high quality and maintain legitimate complaints to a minimum. The Provider will maintain a record of all complaints for inspection by the County, and will furnish a monthly report listing the name and department of the person complaining, the time and date the complaint was received, the nature of the complaint and its disposition.

## 10. Personnel

The Provider will have the responsibility to select personnel to perform the services resulting from this RFP and for determining and providing wages, salaries and benefits to same. The employees will not be considered Shelby County employees for any salary, withholding or benefits purposes. The Provider will use its best efforts to employ Shelby County employees who are currently employed by the County in its fleet maintenance area.

#### **11. Purchases**

The Provider will assist the County in preparing purchase specifications for additional or replacement vehicles.

#### **12. Investigations**

The Provider shall support the County with technical investigations related to its fleet. Such investigations may support accidents, fire or other issues of a technical nature.

#### **13. Performance Standards/Liquidated Damages**

Maintenance and repair work on County vehicles is of the essence. As such, the Provider agrees that it will meet the performance standards noted below during the term of any agreement or renewal resulting from this RFP. Additionally, these performance standards will be maintained at all times. Labor disputes, strikes and other events except those beyond the Provider's control such as Acts of God, will not relieve the Provider from meeting these standards.

##### **a. Vehicle Turnaround Time Standards**

- i. All scheduled basic maintenance and repair work must be completed within twenty-four (24) hours of the vehicle's delivery to its repair location or notification of maintenance requirement (excluding weekends - 4:30 p.m. Friday through 7:00 a.m. Monday - and non-working holidays) at 80% of the time.

**Note:** Vehicles exempted by the County - In instances where vehicles require non-basic maintenance the County may, at the request of the Provider; waive vehicle turnaround performance standards. The County will provide the Provider with written notification of this decision including specifications of the time for which these standards will be relaxed.

- ii. Scheduled A and B Services are to be completed within two (2) hours and Scheduled C Services within four (4) hours of the vehicle's delivery to its service location (excluding weekends - 4:30 p.m. Friday through 8:00 a.m. Monday - and non-working holidays) at 90% of the time.
- iii. The Provider will maintain a minimum fleet availability rate of 97% for vehicles which are listed within Exhibit "B".
- iv. Vehicle availability is defined as:

1. The number of vehicles in the class times the number of hours in the workday for that class. Workdays are Monday through Friday excluding County observed holidays.
2. Less the number of vehicles at the repair location on a given day times the amount of time (in hours) each such vehicle is out-of-service for maintenance or repair. Out-of-service begins when the vehicle is brought to the repair location for service or when a call for service is received by the Provider. It ends when maintenance or repair work is completed and the user is informed that the vehicle is ready for return to service. Hours counted will be clock hours 24 hours per day. Excluded from computation are vehicles that received a “quick fix” service; those awaiting repair authorizations from the County; that out-of-service as a result of user abuse, vandalism, accidents, manufacturer recalls, warranty work, Acts of God and those specifically exempted by the County.
3. Divided by the calculation from (1) above.
4. Multiplied by 100.

**b. Liquidated Damages**

- i. The Provider will pay the County liquidated damages each month for performance that falls short of the specified performance standards. The monthly Provider invoice will be adjusted to reflect liquidated damages assessed for the month. The following are liquidated damages for failure of the Provider to meet the standards set forth above:
  1. For each month that the basic maintenance and repair work performance standard fails to reach the twenty-four (24) hours at 90% performance standard for turnaround times - \$500.00.
  2. For each month that the scheduled preventive maintenance standard fails to reach the one (1) hour at 90% performance standard for turnaround times - \$500.00.
  3. For each month that the fleet availability standard fails to reach the 97% performance standard - \$100.00.
  4. Exception granted by the County shall not be included within the computation for performance standard penalties.
  5. It shall be cause, at the option of the County, for immediate cancellation of the Provider’s contract if any one of the three standards above (1, 2 or 3) or a combination of each remains unmet for three (3) consecutive months or for a total of six (6) months during any one calendar year.

#### 14. Preventive Maintenance

Service is required as indicated below for each vehicle enumerated within Exhibit “B”:

Preventive Maintenance Service		Service Frequency-Light Duty under 10,000 GVW-Gasoline		
		Service A 4 Months or 4,000 miles	Service B 12 Months or 12,000 miles	Service C 36 Months or 36,000 miles
1	Change Engine Oil	X	X	X
2	Change Engine Oil Filter	X	X	X
3	Lubrication of Chassis / CV Boots	X	X	X
4	Check Lights	X	X	X
5	Check Wipers	X	X	X
6	Check Washers	X	X	X
7	Check Warning Indicators	X	X	X
8	Check Air Pressure / Tread Depths	X	X	X
9	Check All Fluid Levels	X	X	X
10	Check Air Filter	X	X	X
11	Clean Battery Terminals and Posts	X	X	X
12	Check Belts and Tensioner	X	X	X
13	Check and Replace Fuel Filter			X
14	Check Shocks (front / rear for wear and leaks)		X	X
15	Check Exhaust System		X	X
16	Check Parking Brake Operation		X	X
17	Check Seat Belts	X	X	X
18	Lubricate Door latches, locks, and hinges		X	X
19	Check Brake Pads, Shoes, Hoses, Rotors, Calipers, Drums		X	X
20	Check Lights, Exterior / Interior	X	X	X
21	Rotate Tires		X	
22	Replace Air Filter			X
23	Check A/C System Freon Level and Compressor			X
24	Service Transmission			X
25	Check Spark Plugs / Wires			X
26	Check All Drive Belts	X	X	X
27	Check All Coolant Hoses / Vacuum Hoses	X	X	X

28	Adjust Clutch and Parking Brake			X
29	Replace PVC Valve			X
30	Check Axle Fluid			X
31	Perform Emission Control Service (EEC Test)			X

**Each vehicle enumerated within Exhibit “B”(separate attachment) will be given all required level of preventive maintenance during the initial four (4) month transition period.**

**X. CONTRACT REQUIREMENTS**

The successful Provider will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

**A. General Requirements**

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Provider’s Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider shall be an independent Provider over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider shall follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this Contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in

exchange for acting as officer, agent, employee, sub-contractor to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. (a) The Provider shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all time it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA) requirements.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no

other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be

terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.

19. Incorporation Of Other Documents. (a) The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals as well as, the response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's

respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

## **B. Indemnification and Insurance Requirements**

1. Responsibilities For Claims And Liabilities. (a) The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-contractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, 9<sup>th</sup> Floor, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-contractors regarding any matter resulting from or

relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160. N. Main Street, 9<sup>th</sup> Floor, Suite 950, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Provider will maintain coverage with limits of no less than the minimums shown. Any coverage or limits required by any applicable ordinance will apply per the ordinance; however, if this RFP requires additional coverage or higher limits than the ordinance, then the limits in this RFP will apply.

Evidence of the following insurance coverage will be provided:

- 1) *Commercial General Liability Insurance* – Minimum of \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$1,000,000 Products-Completed Operations Aggregate; Fire Damage Any One Fire \$1,000,000 (if leasing Shelby County facility; otherwise \$100,000); \$5,000 medical expenses – any one person. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Explosion, Collapse, & Underground, if applicable
  - c) Products/Completed Operations
  - d) Contractual
  - e) Independent Contractors
  - f) Broad Form Property Damage
  - g) Personal Injury
  - h) Employment Practices Liability
  - i) Employee Benefits Liability
  - j) Cyber Liability
  - k) Environmental/Pollution Liability
- 2) *Business Automobile Liability Insurance* - Minimum limit of \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
  - a) Owned/Leased Autos
  - b) Non-Owned Autos
  - c) Hired Autos
- 3) *Garage Liability* – Minimum limit of \$1,000,000 each accident/occurrence.
- 4) *Garagekeepers Liability* – Direct Coverage - Minimum limit of \$250,000 per occurrence – for County vehicles/equipment only. If at a location with other customers' vehicles and equipment, this minimum will apply to County vehicles and equipment only.

- 5) *Workers Compensation and Employers' Liability Insurance* – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers' Liability Coverage is \$1,000,000 per accident. The Provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.
- 6) *Property Insurance* – If the Shelby County facility is leased to the Provider, the Provider is responsible for any damage or losses relating to the facility and equipment and will provide “all risk” or special form property insurance coverage, including flood and earth movement, and boiler and machinery/equipment breakdown coverage, in amounts acceptable to the County on the building and contents. Shelby County will be named as lessor/loss payee. Any deductibles or co-insurance penalties will be borne by the Provider. Losses involving parts, tools, materials and supplies of the Provider are the responsibility of the Provider.
- 7) *Tow Trucks – On and Off-Hook Coverage* – Minimum coverage \$100,000 on-hook and garagekeepers as above (4). If any ordinance or coverage requirement for tow/wrecker operators requires lower limits than in this RFP, the limits in the RFP will apply.
- 8) *Crime Insurance – Employee Dishonesty* – Minimum limit of \$25,000 per claim; maximum deductible \$5,000 per claim, including third party coverage.
- 9) *Umbrella or Excess Liability Insurance* - Minimum of \$2,000,000 umbrella or excess coverage for all liability exposures.

Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions are to be named as additional insureds on commercial general liability and auto liability.

3. All policies will provide for thirty (30) days written notice to Shelby County of cancellation or material change in coverage provided, except non-payment of premium will have ten (10) days' notice. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will provide immediate notice to Shelby County and provide evidence of replacement coverage and policy(ies) with no lapse in coverage. Failure to maintain any of the required coverage may result in breach of the Contract.

4. All coverage required will be provided by carriers authorized to do business in the State of Tennessee and have a rating of A-:X in the current issue of the A.M. Best Key Rating Guide.

5. If any coverage is written on a claims-made basis, upon termination or cancellation of such coverage the Provider must provide evidence of replacement coverage with the same retro date or prior acts coverage or purchase of an extended reporting endorsement for the term of the statute of limitations.

The Provider must provide evidence of the replacement coverage or provide the extended reporting endorsement and evidence of payment of premium to Shelby County.

6. All insurance policies maintained by the Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

7. In the event the Provider self-insures any of the exposures above or carries a deductible or self-insured retention in excess of \$5,000 per claim or loss, acceptance of the self-insured status or deductible or retention will be dependent upon review of the Provider's financial records by the County's Administrator of Finance or his/her designee.

### **C. Right to Monitor and Audit**

Access To Records. During all phases of the work and services to be provided hereunder, the Provider agrees to permit duly authorized agents and employees of the County to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## **XI. PROPOSAL SUBMISSION**

### **A. General**

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. **Hard copy proposals must be received no later than 4:00 pm (CST) on Friday, February 21, 2014 at Shelby County Government Purchasing Department, 160 N. Main St., 9<sup>th</sup> Floor, Suite 900, Memphis, TN 38103.**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

## **B. Proposal Presentation**

1. One (1) original (clearly identified as original) and eight (8) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the proposer's name and "**CONFIDENTIAL, FLEET MAINTENANCE SERVICES – LIGHT DUTY VEHICLES, RFP #14-001-28**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign the proposal. Tennessee sales tax shall not be included in the Provider's proposal.

## **C. PROPOSAL FORMAT**

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

1. **Cover Page/Proposal Response Sheet** – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. **Comprehensive Response**

This portion of the proposal must address all requirements and services outlined in the General Requirements (GR) and Specific Requirements (SR) Sections on **Exhibit “A” - Proposal Form** in your proposal response.

**3. Cost and Fees**

See Specific Requirements (SR) Section on **Exhibit “A” - Proposal Form**

*Prices submitted will remain fixed for the initial contract period and may be increased during any renewal period based upon adequate justification by the Provider and mutual agreement of the parties. A notice of price increases must be made in writing by the Provider to the County at least 120 days in advance of the contract expiration date or any renewal thereof.*

**XII. PROPOSAL EVALUATION AND SELECTION**

**A. Evaluation Process**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must apply and qualify for a vendor number and an Equal Opportunity Compliance (EOC) certification number prior to submitting your response.
2. Technical Review – Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers.

The evaluation committee shall review the submitted proposals and score points as provided in the scoring guidelines established by the committee.

Proposals meeting the above requirements will be evaluated on the basis of the criteria listed in the General Requirements (GR) and Specific Requirements (SR) Sections on Exhibit “A” – Proposal Form. ***The total maximum points the proposer can receive is 210.***

**EACH PROPOSAL WILL BE EVALUATED INDEPENDENT OF THE OTHER.**

3. Oral Presentation.

Shelby County Government reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing or his designee. Interviews and oral presentations are strictly an option of Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

**B. CONTRACT AWARD**

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.

**EXHIBIT "A" - PROPOSAL FORM**

**FLEET MAINTENANCE SERVICE - LIGHT DUTY VEHICLES  
LESS THAN 10,000 LBS. GROSS VEHICLE WEIGHT  
SPECIFICATIONS AND EVALUATION CRITERIA**

**Attach your response to each of the following criteria. Preface each response with the “Reference Number”**

Reference Number	GENERAL REQUIREMENTS	Maximum Points
GR1	<p>Experience:</p> <ol style="list-style-type: none"> <li>1. List the number of years proposer has been in business.</li> <li>2. A general description of proposer’s experience and background in providing services similar to the services requested herein.</li> <li>3. Any other relevant information about the experience and knowledge base of the proposer deemed material to this Request for Proposals.</li> <li>4. Provide a minimum of three (3) references with clients who have the same or similar sized fleet as Shelby County with name and current contact information for each.</li> </ol>	10
GR2	<p>Licenses, Insurance and Compliance Requirements:</p> <ol style="list-style-type: none"> <li>1. Provide copies of all current federal, state and local licenses.</li> <li>2. Provide Certificates of Insurance Coverage pursuant to the limits as required within this Request for Proposals.</li> <li>3. Provide written statement of compliance to Title VI of the Civil Rights Act of 1964, 42 United States Code §2000d (Title VI).</li> </ol>	10
GR3	<p>Warranty and Recall Requirements:</p> <ol style="list-style-type: none"> <li>1. List warranties for labor, parts and material installed or provided by proposer.</li> <li>2. Detail services provided by provider for vehicle manufacturer’s warranty and recall work.</li> <li>3. Include a quality control plan that details internal processes and controls to minimize recall work.</li> </ol>	15
GR4	<p>Road Service: Road service is defined as any repair that precludes the operator from bringing vehicle in for repair and generally takes less than one hour (example: tire repair, dead battery, broken light, etc.). Detail the type and nature of the service that Provider will provide.</p>	20

GR5	Terms: Include statement that terms will be net 30 days from the date of the monthly billing statement.	5
GR6	Personnel: <ol style="list-style-type: none"> <li>1 Provide resumés or a summary of skills, abilities and experience for each of your key management staff that will represent Provider with respect to this contract.</li> <li>2 Provide a complete staffing plan for performing all work referenced herein with job classifications.</li> <li>3 List the number of ASE certified technicians who will be dedicated to this contract and the level of certification of each.</li> <li>4 Include an organizational chart for the staff that will be providing services for this contract.</li> </ol>	20
GR7	Notification: Shelby County Departments utilizing County owned vehicles require notification of Division Director or his Designee, a minimum of thirty (30) days in advance of the scheduled time for preventive maintenance. <ol style="list-style-type: none"> <li>1. Provide description and/or sample of document used for notification purposes of scheduled Preventive Maintenance Inspection.</li> <li>2. Provide process for notification and description and/or sample of document used for re-notification of Preventive Maintenance Inspection due to failure to deliver or rescheduling of vehicle for service.</li> </ol>	5
GR8	Waste Management: The Provider will be responsible for disposal of all wastes (e.g., used oils, oil filters, parts washing fluid, coolants, tires, etc.) and hazardous substances generated during the course of its operation. Disposal of all waste material will be done in accordance with City of Memphis, County of Shelby, State of Tennessee and Federal laws and regulations at the Provider's expense. Provide detailed plan for disposal of these materials.	5
GR9	Quality Assurance Program: The Provider will implement a Quality Assurance Program (QAP) for the management of the repair and maintenance of County owned vehicles. The QAP will include provisions for meeting specified performance standards described within <b>Section IX</b> for maintaining quality workmanship, for providing a high level of customer service and reducing fleet costs incurred by the County. Provide a copy of Providers QAP which should at a minimum address: <ol style="list-style-type: none"> <li>1. Fleet availability-<b>See Section IX.</b></li> <li>2. Preventive maintenance performance-<b>See Section IX.</b></li> <li>3. Repair performance- <b>See Section IX.</b></li> <li>4. Vehicle safety/reliability.</li> <li>5. Customer service/specifics for obtaining customer satisfaction data.</li> <li>6. Cost reduction.</li> <li>7. How user feedback is collected.</li> <li>8. How workplace ethic is installed in employees.</li> <li>9. How safety in the workplace is implemented, monitored and controlled.</li> </ol>	15
GR10	Transition Timeline: Provide a Transition time-line detailing dates and milestones which will be accomplished in moving the County's Fleet Maintenance Facility (if leased) and maintenance of County's fleet to the oversight and control of Provider. This Transition period should not exceed four	5

	months from contract beginning date	
	<b>SPECIFIC REQUIREMENTS</b>	
SR1	<p>Costs of Preventive Maintenance Inspection and Service:</p> <ol style="list-style-type: none"> <li>1. Provide a per Service charge for the level of service indicated below: <ol style="list-style-type: none"> <li>a. Service A</li> <li>b. Service B</li> <li>c. Service C</li> </ol> </li> <li>2. Detail any safety-check, safety checklist or road test performed during preventive inspection and maintenance. Include description of processes included in any safety check or road test and provide a list of items checked.</li> <li>3. Provide facilities location/locations for provision of service.</li> </ol> <p><b>See Section IX and Exhibit "B" (separate attachment)</b> for guidelines in formulating your response to this Specific Requirement.</p>	30
SR2	<p>Provide a list of basic services not normally included in Preventive Maintenance Inspections such as brake repairs (disc/pad per axle), tune up, muffler replacement, etc. Four (4), Six (6) and Eight (8) cylinder cost variances should be indicated.</p> <ol style="list-style-type: none"> <li>1. Provide billing rates including administrative charges for these basic services and any variance therefrom, exclusive of any sales tax and any other applicable governmental charges. Provide specifics as to the definition of basic versus non-basic services, what is fixed as opposed to variable and how costs are adjusted accordingly.</li> <li>2. Provide facilities location/locations for provision of service.</li> <li>3. <b>See Section IX and Exhibit "B" (separate attachment)</b> for guidelines in formulating your response to this Specific Requirement.</li> </ol>	30
SR3	<p>Provide a list of non-internal (outsourced) services not normally included in Preventive Maintenance Inspections (SR1) or basic services (SR2) such as motor repairs, vehicle painting and body repair, welding and fabrication, etc.</p> <ol style="list-style-type: none"> <li>1. Provide administrative charges (markup) for these outsourced services and any variance therefrom, exclusive of any sales tax and any other applicable governmental charges.</li> <li>2. <b>See Section IX and Exhibit "B" (separate attachment)</b> for guidelines in formulating your response to this Specific Requirement.</li> </ol>	25
SR4	<p>Fleet Management Information System (FMIS):</p> <ol style="list-style-type: none"> <li>1. Provider will have the option (Option 1) to install, implement and maintain all hardware and software necessary for electronic record keeping and reporting for all services being delivered. The system must be capable of importing all County data, current and historical. Provider must provide adequate training to Shelby County employees as to the System's on-line access and use. If Option 1 is accepted, provide: <ol style="list-style-type: none"> <li>a. A detailed description of the system to be implemented.</li> <li>b. A sample of the records and/or reports generated by the system.</li> </ol> </li> </ol>	15

	<ul style="list-style-type: none"><li>2. Provider will also have the option (Option 2) to maintain and use the County's "Faster System" currently in place. In the event Option 2 is accepted by Provider, please state so in the affirmative.</li><li>3. It will be Provider's responsibility to generate work orders and other reports as required by County,</li><li>4. In the event of termination of Provider's contract all data maintained within FMIS shall be and will remain the property of Shelby County.</li><li>5. Provider will supply County, requested reports upon demand.</li><li>b. Provider will supply a copy of County requested reports upon demand.</li></ul>	
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**Note: Maximum points available: 210**

