

NOTICE TO BIDDERS

The City of Beavercreek, Ohio Police Department is seeking proposals for a qualified contractor to institute and provide a Vehicle Maintenance Garage Operation for Fleet Repair, Maintenance, and Preventive Maintenance Operations on vehicles owned by the City of Beavercreek Police Department and described herein.

Proposer's facilities must be within a five (5) mile radius of the Beavercreek Police Department, 1388 Research Park Dr.

Specifications may be obtained from Mr. James M. Stull, Property & Resources Manager, 1388 Research Park Drive, Beavercreek, Ohio 45432. Telephone number is (937) 426-1225, extension 228; FAX number is (937) 431-2342.

Proposals will be accepted until 1:30 P.M. on November 5, 2010. Proposals must be submitted to the attention of Mr. Bill Kucera in the City of Beavercreek Finance Office, 1368 Research Park Dr., Beavercreek, OH 45432.

Bids must be sealed and clearly marked BIDS FOR VEHICLE MAINTENANCE GARAGE OPERATION on the outside of the bid envelope.

Bidders are advised that City of Beavercreek Administrative Policy No. 28 allows for the application of a local bidder credit in determining the award of a contract for this project. The requirements and application of this local bidder credit in determining the award of a contract are explained in the 'Instructions to Bidders' section of the project bid documents.

The City hereby notifies all proposers that in regard to any contract entered into pursuant to this request for proposals, advertisements or solicitation, Disadvantage Business Enterprises (DBE) will be afforded the opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex, national origin, or disability in consideration of award.

The City of Beavercreek reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the city.

REQUEST FOR PROPOSAL NO. 10-01
SOLICITATION FOR FLEET MAINTENANCE SERVICES

CITY OF BEAVERCREEK

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REQUEST FOR PROPOSAL

1. START-UP

1.1 BACKGROUND

The City of Beavercreek, Ohio Police Department currently operates a fleet of 34 vehicles. The Support Services Division is responsible for rolling stock asset and operation management.

This Request for Proposal (RFP) is intended to secure the services of a Contractor to provide a garage and fleet management and maintenance services on all vehicles assigned to the City of Beavercreek Police Department.

The City of Beavercreek reserves the right, when necessary, to postpone the times at which proposals are scheduled to be received and opened, and to amend the proposal specifications. Prompt notification of such postponement or amendment shall be given by the City to all prospective Proposers who have requested or received copies of the RFP specifications. The specifications are amended, any proposer from whom a proposal has been received prior to giving such notice of amendment, will be entitled to withdraw the proposal and resubmit their proposal.

Proposals are to be sealed before submitting; proposal shall be identified with the company name on the exterior of the package. All proposals must be received by Mr. Bill Kucera at the City of Beavercreek Finance Office, 1368 Research Park Drive, Beavercreek, Ohio 45432, no later than 1:30 P.M. Friday, November 5, 2010.

All proposals received will be publicly opened at that time and the company name read aloud. No proposal may be withdrawn after the proposals have been opened. After the proposals are opened and read, the City will examine the offer to determine if the proposer was responsive to the RFP and if the proposer is responsible and able to fulfill the award if presented.

All proposals received must be signed by a properly authorized representative of the proposer. All proposals must be unconditional. Any attachments required in the Scope of Work specifications must be attached to each proposal form. Proposals which do not meet the terms of the RFP specifications or that do not include all required and properly completed and approved forms and certifications, will be considered non responsive and may be rejected.

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1.2 SUPPLIES, MATERIALS, EQUIPMENT AND/OR SERVICES

It is hereby agreed that the Contractor shall provide the supplies, materials and/or equipment in conformation with these General Specifications, and all Special and/or Technical Specifications detailed in the Scope of Work Section contained in this proposal package.

1.3 LIQUIDATED DAMAGES FEE

In the event that the supplies, materials, equipment, and/or services are not delivered and/or performed by the Contractor as expected, a liquidated damage provision in the sum of the difference in cost for the City to acquire the supplies, materials, equipment, and/or services from an outside source, plus administrative fees, will be deducted from the next order to the winning proposer of the original contract. However, any delay in delivery of supplies, materials or equipment and/or services shall not initiate the liquidated damages provision of the contract, if the delays are determined by the City to be beyond the control of the Contractor.

Definition of delays beyond the control of the Contractor: Delays can include but are not limited to, Acts of God of the public enemy; Acts of the Government of the United States; Government of the State of Ohio; Government of the City of Beavercreek (in either its sovereign or contractual capacity); guarantee restrictions; and strikes. In every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If delays are caused by the default of a subcontractor(s), the assessment of damages against the Contractor shall apply.

1.4 TIME AND CONSIDERATION

If the Contractor fails to make delivery of the supplies, materials, equipment and/or services within the specified time, or fails to perform any of the other provisions of this contract, the City has the right to terminate the contract for default. If, in the opinion of the City, the failure to deliver results from supplier negligence to perform as specified, the liquidated damages clause, as stated, will be enforced.

All disputes that might arise under this contract and cannot be resolved between the Contractor and the City, will be handled through appropriate channels as deemed by the City of Beavercreek Officials and the Contractor.

If, in the opinion of the City, it is in the best interest of the City to terminate the contract for convenience, the City agrees to only pay for supplies and/or services delivered or performed by the Contractor at time the Contractor is made aware of the termination notice.

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Any such termination notice shall be affected by delivery, to the Contractor, of a notice of termination specifying the extent of performance under the contract being terminated and the effective date of termination.

1.5 REFERENCES

The City requires all proposers to furnish a list of all references who are, or were within the last five years, customers of the proposer and who have been provided similar amounts or types of the "requirements" being proposed upon. The list shall include the following: Customer Name, Name of Contact Person and Title, Customer Address (Operations), Customer Phone and FAX Number. Contractors shall describe service, type of vehicles, and quantity of vehicles serviced. Failure to comply may eliminate the proposal from further consideration.

1.6 WARRANTIES AND GUARANTEES

The Contractor will deliver to the City, along with the supplies, materials, equipment, and/or services, all supplier's and manufacturer's warranties and guarantees covering the "requirements" provided under the contract.

The Contractor shall make the following warranties concerning the "requirements":

They shall conform to the specifications.

They shall be of good material and workmanship and be free from defects and be functionally acceptable.

They shall be suitable for their intended use(s).

They shall not infringe upon any United States or foreign patent. In providing them, the Contractor shall have complied with applicable Federal, State and local laws and regulations.

The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City. In addition, none of the services covered by this agreement shall be sub contracted or contracted out without the prior consent of the City.

The Contractor, at its own expense, shall secure all permits and licenses necessary to the performance of the contract. Failure to do so constitutes grounds for termination of the contract.

The Contractor shall, at its own expense, obtain and pay premiums for any required insurance(s) for the operation of its services. Proof of insurance coverage must be made available to the City.

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1.7 SERVICE AGREEMENT GUARANTEE

Contractor agrees to:

a. Furnish services described in the solicitation and resultant agreement at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.

b. Enter upon the performance of services with all due diligence, and assiduously press to its complete performance and exercise therein the highest degree of skill and competence.

c. Perform all work and services in strict accordance with all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.

d. All services to be inspected or reviewed by a representative of the City or designated agent at any reasonable time and place selected by the City. The City will be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the agreement.

e. Stipulate that the presence of a representative of the City as a Quality Assurance Inspector will not lessen the obligation of the Contractor for performance in accordance with the agreement requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the agreement documents. Any omissions or failure on the part of the inspector to disapprove or reject any work or material will not be construed to be an acceptance of any such defective work or material. Notification of an omission of failure will be documented by the City.

2. INTENT

It is the intent of the City of Beavercreek Police Department to procure the services of a Contractor to assume responsibility for management of fleet repair and maintenance operation and to perform preventive maintenance, repairs and other functions associated with the Police Department's fleet. The maintenance will be performed at the Contractors garage by qualified mechanics under the direct guidance and supervision of an ASE Certified Master Mechanic. The ASE Certified Master Mechanic's Certificate of Certification will be available for review upon request. The vehicle storage lot may be at a separate, agreed upon location, provided it is a secured area.

The goals of this procurement include:

- a. Reduce the overall fleet maintenance cost.

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- b. Improve fleet appearance reliability and life cycle.
- c. Improve services offered to the City's population using fleet vehicles.

The City intends to establish cost and performance standards for fleet maintenance with a system of liquidated damages to the Contractor for attainment/failure to meet these standards. The City has determined a fee of \$100.00 per day, per incident, will be assessed against the Contractor for each discrepancy which is not corrected within three days of notification to the Contractor.

- a. Vehicle repair reliability/performance - 2% of all repairs returned for same work again
- b. Parts availability - No vehicle shall set more than three days because of lack of parts
- c. Quality of workmanship - 95% of all repairs completed satisfactorily
- d. Road call performance - All road calls completed within three hours
- e. Police Patrol Units - No more than two patrol units on hold at any given time; exceptions will be explained in writing

The City intends to conduct two step procurement for these fleet repair management and maintenance services. Step one is evaluation of the written and oral proposals submitted in response to this RFP. Step two is negotiation of the final agreement with the qualified Respondent whose proposal is ranked the highest. (See Attachment C.)

The City expects the final agreement to be similar to and include all the work elements of the Statement of Work within this RFP. The City may elect to conduct oral presentations to clarify any uncertainties in the proposal. Oral presentations may be required by Senior Management of the Contractor who has the ability to answer all questions regarding their proposal within 30 days after receipt of bids.

3. STATEMENT OF WORK

3.1 SCOPE

The Contractor shall provide a facility to perform the regularly scheduled preventive maintenance, routine and daily repairs, major and minor rebuilds, towing, storing, fleet management, and such other services which may be required to assure the continuity of effective and economical operation of the Police Department's vehicles detailed in Attachment G.

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The Contractor will have an ASE Certified Master Mechanic on staff, shall furnish all

necessary supervision, labor, parts, supplies and sub contract work required to maintain the fleet in a state of repair and service consistent with manufacturer accepted fleet practices and specifications as defined in this Statement of Work. The contractor will provide timely pick-up and delivery of all fleet vehicles requiring maintenance as coordinated with the department fleet manager.

In addition, the Contractor shall provide and maintain a permanent, detailed, automated record system for each vehicle and vehicle category in order to provide a basis for optimum fleet management and provide detailed maintenance and operating information for the City.

3.2 MAINTENANCE FACILITY

The City requires that the Contractor provides a fully equipped garage from which to meet the maintenance requirements in the RFP specifications, and must maintain such facility in compliance with all applicable Federal, State, and local laws and regulations. Fully equipped means that the garage contains all the facilities required for routine maintenance including, but not limited to: pits and/or lifts, cleaning facilities and tools.

The City requires that the Contractors garage be within a five mile radius of the Beavercreek Police Department. The garage facility will comply with all applicable Federal, State, and local fire, safety and environmental regulations. In particular, the Contractor will ensure that the garage facility has adequate fire protection. The location of the garage facility, as well as the size and equipment of the facility and the use of the garage facility for other operations, should be described in the proposal package; a site drawing describing the property and building must be included in the proposal package. Any changes in the size, allocation of space to this service, or location, must be reported to a duly authorized representative of the City.

The City requires that the Contractor procure, stock and furnish all parts and supplies necessary to maintain and repair fleet vehicles and equipment. Contractor will have parts suppliers readily available to ensure minimal down-time of fleet. All parts will meet or exceed OEM specifications.

3.3 SECURITY

The Contractor is responsible for securing the vehicles inside which are at the facility for maintenance. The Contractor assumes all liability for any damages occurring to the vehicle while in his control.

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4. PREVENTIVE MAINTENANCE

4.1 DEFINITION

The Preventive Maintenance (PM) Program submitted by the Contractor must, with oversight by the City Project Manager, meet or exceed the manufacturer's recommended or specified guidelines including all ancillary items installed on the vehicle. When two service categories are provided by the manufacturer such as normal service and severe service, the severe service category guidelines will be used in establishing the PM Program. All work must be performed by maintenance personnel who have demonstrated experience and skills in the work to be performed. The Contractor will have an ASE Certified Master Mechanic on staff and contractor's other maintenance personnel will have knowledge of engines, transmissions, diagnostic procedures, electrical systems, and related mechanical parts. Methods and procedures used in servicing mechanical equipment, a PM Program, shall be established for all vehicles and equipment that are the responsibility of the Contractor. The PM Program shall be designed in accordance with recognized good fleet management practices and shall meet the terms and conditions necessary to comply with the original equipment manufacturer's (OEM) specifications, warranties and recommendations. In addition, the City reserves the right to work with the Contractor in developing or implementing changes in the PM program.

The following is a recommended PM schedule for the city Police Department fleet:

- 16 Police Patrol Vehicles - service every 3,000 miles
- 10 Detective - service every 3,000 miles or every four months (whichever is sooner)
- 4 Pool Use Vehicles - service every 3,000 miles or every four months (whichever is sooner)
- 3 Community Relations Vehicles - service every 3,000 miles or every four months (whichever is sooner)
- 3 COPP Vehicles - service every 3,000 miles or every four months (whichever is sooner)

Also comply with the vehicle manufactures recommended maintenance intervals and refer to Attachment H for additional items to be addressed when conducting PM.

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4.2 FLEET ASSESSMENT

Within six months after the starting date of the agreement, the Contractor shall perform a PM on every vehicle assigned to the fleet and correct or identify any deficient vehicles. Deficient vehicles are those identified as not meeting the fleet standard.

4.3 PERFORMANCE

The timely performance of preventive maintenance is incumbent upon the Contractor for all fleet vehicles. It is incumbent upon the Contractor to schedule, notify and perform the required maintenance without initiation of any other authority. Any necessary repairs other than preventive maintenance must be approved by the City Project Manager prior to work be accomplished. It is expected that Contractor will place a priority on the Police Department fleet, to include pick-up and delivery of fleet vehicles.

5. REPAIRS

5.1 DEFINITION

The Contractor shall make specific repairs to vehicles and equipment that are identified through PM's, vehicle condition reports, manufacturer's recommendations, by users, and by breakdown or equipment failure. Repairs shall be made as required, limiting the nature and extent of repairs that are consistent with age, mileage, and cost to repair criteria of good fleet maintenance.

5.2 LIMITATIONS

Repair estimates must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the City. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented by the Contractor to the City. The City will make the final determination on replacement.

5.3 ROAD CALLS

The Contractor shall provide emergency road service calls, including towing service for vehicles in the vehicle fleet. The Contractor shall have persons on call to expeditiously handle vehicle breakdowns.

5.4 PRIORITY REPAIRS

The Contractor shall provide priority repair for minor repairs of less than a one hour duration when requested by the City appointed representative. Repairs of this nature will be moved to top priority.

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5.5 WARRANTY

Newly purchased vehicles owned by the Police Department which are covered by a dealership warranty, will be delivered to the dealership. If, during the exercise of unscheduled maintenance and/or periodic maintenance, a discrepancy is noted that the Contractor believes may be a dealership warranted item, the Contractor will notify the dealership. If the dealership directs that the vehicle should be delivered to them, the contractor will deliver it. If the dealership directs that the repairs should be made by the Contractor, a memo for record identifying the date and who approved the Contractor to do the work will be written and maintained in the vehicle jacket. Such work will be reimbursed directly to the Contractor by the vehicle manufacturer and the City will be held harmless from payment for such work. Payments and adjustments received by the Contractor for warranty work shall be credited to the City account.

5.6 REPEATED REPAIR

The Contractor shall track and identify multiple repairs for the same deficiency on the same vehicle (repeated repairs) and shall not include in the monthly statement costs for repeated repairs occurring before the scheduled time after the original repair.

The warranty for repair work shall be:

- a. Engine overhaul - 6 months/6,000 miles
- b. Brake overhaul - subject to proposal
- c. Tune up - subject to proposal
- d. General repair - subject to proposal

5.7 OUTSIDE REPAIRS

The Contractor shall be responsible for arranging, scheduling, and managing the performance of outside repairs which cannot be performed economically in house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in house repairs. These outside repairs may include body work and painting, glass replacement, transmission sealing and repair, radiator work, and such other work that can be utilized at minimum cost to the City. The Contractor's plan for outside repairs shall be stated in the proposal and included in the target with exceptions as noted in the document. The plan shall list the name and address of proposed subcontractors. The City encourages the Contractor to utilize City of Beavercreek subcontractors where practical and economically feasible. The plan shall be periodically and informally reviewed by the City and the Contractor to ensure that the outside repair versus in house repair decision remains justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the Contractor. Subcontractor invoices will be accepted solely by the Contractor.

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5.8 ACCIDENTS

The City shall be responsible for processing accident repairs including appraisals and obtaining repair estimates for insurance claims, repair quality and timeliness, and shall be responsible for administration, including the payment of invoices. The Contractor will be responsible for transportation of vehicle to/from repair site; accident repairs shall not be included in the target cost.

6. FUEL

The City will provide fuel for all vehicles and equipment. This shall not relieve the Contractor, however, from the responsibility of notifying appropriate City personnel when the fuel system is discovered to have faults.

7. PARTS SUPPLY AND LUBRICANTS

The Contractor shall procure, stock and furnish all parts and supplies necessary to maintain and repair vehicles and equipment. Parts installed by the Contractor shall meet OEM specifications.

Parts installed on vehicles and equipment shall be identified by part number and cost on the work order for the appropriate assignment.

Lubricant specifications must be submitted to the City for prior approval.

8. REPORTING

8.1 FILES

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet of the City.

A hard copy history folder shall be maintained by the Contractor for each vehicle. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and serial number along with invoice information.

8.2 MONTHLY REPORT

The Contractor shall provide a consolidated monthly management report to be delivered to the City on or before the 10th calendar day of the month following the reporting period. The report shall include, but not be limited to:

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- a. Summary work order with detailed cost figures for each vehicle repaired.

- b. Maintenance costs for the month by City Department compared to target costs.
- c. Performance reviews in each performance area subject to reward/liquidated damages for that month and cumulative damages for that contract year.
- d. Costs for accidents and other items not included in target costs.
- e. Discovery or indication of abuse by the vehicle user in excess of normal wear and tear, per occurrence.
- f. Number of shop orders.
- g. Number of service calls.
- h. Total labor hours expended.
- i. Cumulative records of sub contracted work.
- j. Downtime by category and in total.
- k. Total parts cost.
- l. A complete listing of all vehicles, by year, make, model, registration number and date placed in storage for vehicles being considered for forfeiture action by the Police Department.
- m. Goals achieved and goals for the next month

8.3 ANNUAL REPORT

The Contractor shall provide the City with a written annual report. The annual report shall contain a summary of the year's activities, performance standards met and unmet and other relevant information.

8.4 CONTRACTOR ALTERNATIVE REPORTS

The Contractor may propose an alternative reporting system which meets the requirements of the City and captures the information requested as identified in sections 8.1 through 8.3.

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8.5 INVOICES

The City will accept invoices twice per month that include only work performed in a month.

For any invoices questioned, the Contractor shall provide verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question. Invoices shall include calculations of estimated or actual charges. Invoices will be paid to Contractor within seven days of initial receipt.

9. OTHER SERVICES

9.1 EMERGENCIES

The Contractor shall mobilize the shop and provide repair and maintenance services for the duration of emergency situations when requested by the City. Such service shall include adequate staffing to ensure continued vehicle operations at a level determined to be required by the City. Such circumstances may occur during hours outside normal hours of operation and can involve any number of employees, equipment and vehicles. Costs incurred during emergency situations shall be described in Contractors proposal.

Examples of such are tire changes, vehicle jump starts, tows, etc. Other possible scenarios could be times of natural disasters or critical incidents as directed by the City Program Manager or his designee.

9.2 PURCHASES

The Contractor shall assist the City with inspections and assessments of used vehicles under consideration for forfeiture. The Contractor shall identify and nominate for the City's purchase, other equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services.

9.3 HOURS OF SERVICE

The shop shall be open during the normal hours of service operation from 8:00 A.M. to 4:30 P.M. A key drop box will be available for vehicles dropped off for repair during non-operational hours.

Vehicles shall be accepted for scheduled PM's or repair work during the normal hours of operation. The shop shall be open and operating every scheduled City work day. The Contractor may observe holidays in accordance with the City's holiday schedule. The Contractor may work on scheduled holidays, but must not expect availability of vehicles scheduled for PM or other maintenance services and may not charge overtime for labor.

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9.4 DIRECTED WORK

The City Project Manager or its designee may direct the Contractor to perform additional tasks under this Contract. The Contractor shall perform such assignments when directed in writing in accordance with an agreed to schedule and level of effort. Cost of such assignments shall be described on Contractors proposal. Those items in Section 9.1 could also apply here.

9.5 INVESTIGATIONS

The Contractor shall support the City with technical investigations related to the fleet of vehicles owned by the City. Such investigations may support accidents, fire, or other issues of a technical nature.

9.6 WASTE

The Contractor shall be responsible for disposal of all trash and other wastes generated during the term of this Contract. All disposal shall be in accordance with current City, State and Federal laws and EPA regulations. The Contractor shall provide training and management for employees working with and handling hazardous materials, in accordance with laws and EPA regulations. The Contractor shall hold the City free of liability for all actions of the Contractor relating to waste disposal.

10. TERMS

10.1 CONTRACT DOCUMENTS

The documents that will form the Contract include the "Request for Proposal," all attachments thereto, the winning Respondent's "Proposal," and the subsequent "Contract Agreement."

10.2 DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

10.2.1 CONTRACTOR

Contractor shall mean the individual, partnership, or corporation (or legally authorized representative if the context so requires) who or which agrees for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in a contract with the City.

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10.2.2 CONTRACT

Contract shall mean an agreement executed by the City and the Contractor for the performance of the work and services, and the furnishing of materials or equipment, or both, as set forth in this Request for Proposal.

10.2.3 CONTRACTING OFFICER

Contracting Officer shall mean the designated representative of the City with the authority to direct and modify the contract agreement with the Contractor.

10.2.4 FLEET

Fleet shall mean all of the units listed in Attachment G as well as units that may be added to or deleted from the City fleet.

10.2.5 DOWNTIME

Downtime shall mean the percentage of time a vehicle is unavailable for use due to a need for repair or preventive maintenance work. Downtime is calculated as follows:

$$\frac{\text{Number of hours unit is not available for use, divided by}}{24 \text{ Hours per Day}}$$

Downtime begins when a unit is brought to the garage for authorized repair work, or upon receipt of notification that a unit requires towing to the garage for authorized repair work. Downtime ends when the Police Department is notified that the unit is available for service. Downtime does not include the time to make repairs necessary as a result of vehicle abuse, accidents, warranty, vandalism, or Acts of God.

10.3 GENERAL CONDITIONS OF PROPOSAL

The general conditions of agreement between the City and Contractor are included in Attachment B.

10.4 CONTRACT TERM

The duration of the Contract will be from January 1, 2011 for a period of 36 months. Further, this Contract may be renewed, expanded and extended by mutual agreement, for a renewal period of three years each, provided that the funds for subject contract are available and an operating budget is approved by the City and that the Contractor has established a satisfactory record of performance.

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10.5 CONTRACTOR'S RELATIONSHIP TO THE CITY

10.5.1 CONTRACTOR AS INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant or employee of the City. This Contract specifies the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

10.5.2 SUBCONTRACTING

Contractor may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of, or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the City shall deal through the Contractor, and subcontractors will be dealt with as workmen and representatives of the Contractor.

10.5.3 CITY REPRESENTATIVE(S)

Unless provided otherwise elsewhere in this Contract, the City may authorize representative(s) to act on behalf of the City on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions which may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

10.5.4 INSPECTION OF WORK

The Contractor shall furnish the City or authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of the Contract. The City may appoint qualified persons to inspect the Contractor's operations and equipment, and Contractor shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

10.6 COSTING METHODOLOGY

10.6.1 LOCAL BIDDER CREDIT

City of Beavercreek Administrative Policy Number 28 allows for the application of a credit to local bidders in evaluating proposals in determining the award of a contract. If this credit is granted to a local bidder then the amount of the credit shall be deducted from the amount of the bid when evaluating proposals. The bid amount, less any credits, may be

CITY OF BEAVERCREEK

used by the City of Beavercreek in determining the lowest and best bidder. The amount of credit that may be awarded to a local bidder will be based upon the following criteria:

- a. A credit equal to three (3) percent of the lowest bid will be given to local bidders for projects that have an estimate of fifty thousand dollars (\$50,000) or less.
- b. A credit equal to two (2) percent of the lowest bid will be given to local bidders for projects that have an estimate between fifty thousand and one dollars (\$50,001) and two hundred and fifty thousand dollars (\$250,000).
- c. A credit equal to one (1) percent of the lowest bid will be given to local bidders for projects that have an estimate over two hundred and fifty thousand and one dollars (\$250,001) or ten thousand dollars (\$10,000), whichever is less.

For the purposes of determining bidder eligibility for this credit, a local bidder is defined as an individual or business entity whose principle place of business is located within the corporation limits of the City of Beavercreek, or within the limits of Beavercreek Township as registered with the Secretary of State of Ohio.

A completed Local Bidder Form Credit form is required to be submitted with the contractor's proposal.

CITY OF BEAVERCREEK

10.6.2 COST PROPOSAL

The cost proposal shall include the following cost items:

Hourly Labor Cost	\$ _____
Parts & Supplies Mark-up	\$ _____
Subcontracted Services Mark-up	\$ _____
Flat Tire Expense	\$ _____
Towing Service Expense	\$ _____
Jump Starts Expenses	\$ _____
Overtime Labor Rate for Emergency or Directed Work (Ref. 9.1 & 9.4)	\$ _____

Contractor shall also provide cost proposals for extra work.

10.6.3 PARTS/SUPPLIES/OUTSIDE SERVICES

The Contractor will charge the City for parts, supplies, and outside services as the items or services are used, as reflected in the Contractor's repair orders.

10.7 ADDITIONAL COSTS

10.7.1 OVERTIME WORK

The City will not approve or reimburse the Contractor for overtime charges. The contractor will propose a cost structure for this service.

10.7.2 ADDITIONAL REIMBURSABLE ITEMS

Costs incurred for unit repairs necessitated as a result of user abuse, vandalism, and accident damage during the life of the contract, or major component failure during the first six months of providing service hereunder, will not be included in the computation of the cost of performance incentives, and will not be included in the approved target, and will be directly reimbursable by the City to the Contractor. Before the repair is completed the city must approve the expenditure.

10.8 ADJUSTMENTS TO THE APPROVED BUDGET

10.8.1 UNUSUAL COSTS

CITY OF BEAVERCREEK

The Contractor may petition the City for an adjustment to the approved budget at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this Section, "Unusual Changes" shall mean items not covered by this contract, which occur through no fault of the Contractor; the term shall not include price increases arising in the ordinary course of business. The amount of any adjustment pursuant to this paragraph shall be determined by mutual agreement.

10.8.2 ANNUAL ADJUSTMENTS

Should the City choose to exercise future year options, the Contractor's fee shall be negotiated for the subsequent years of the contract.

11. STAFFING PROVISIONS

11.1 CONTRACTOR PERSONNEL

The Contractor's Project Manager shall have an ASE Certified Master Mechanic on staff and other technicians will have a proven technical and managerial experience in the field of medium and light duty vehicle management and maintenance.

11.2 CONTRACTOR BENEFITS

The Contractor shall have sole responsibility for determining and providing benefits for Contractor employees.

12. RIGHT TO REQUIRE PERFORMANCE

The City's failure at any time to require performance of any provisions thereof by the Contractor shall in no way affect the right of the City thereafter to enforce same. Nor shall any waiver by the City or any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

13. INSURANCE

13.1 MANDATORY INSURANCE REQUIREMENTS

Prior to the commencement of the agreement, the Contractor shall obtain, keep in full force and effect, until the termination of the agreement, the following insurance with an insurance company licensed and qualified to do business in the State of Ohio, as evidenced by an endorsement of insurance on the insurance policy. Proof of policy shall be provided within three business days of contract award. Any deductibles or self insured retentions are to be paid by the Contractor and must be declared and approved by the City.

- a. Worker Compensation - statutory minimum limits.

CITY OF BEAVERCREEK

b. Employers' Liability with a minimum of \$1,000,000 per accident for bodily injury or disease.

c. Commercial General Liability.

Minimum \$1,000,000 per occurrence for bodily injury, personal injury and property damage including the following coverage:

a. Contractual Liability.

b. Premises and Operations.

c. Independent Contractors.

d. Completed Operations and Product Liability.

e. Personal Injury.

f. Broad form property damage.

d. Automobile Liability

Minimum \$1,000,000 per accident for bodily injury and property damage per occurrence including the following:

a. Owned automobiles.

b. Hired automobiles.

c. Non owned automobiles.

5. Garage Keeper's Legal Liability

Minimum Limits - \$1,000,000 per occurrence

6. Additional Insured

The City shall be named as an additional insured on all liability policies using the following provision: The City, its Officers, Officials, Employees and Volunteers are to be named as additional insured. Coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured whether other available coverage is primary, contributing or excess.

CITY OF BEAVERCREEK

13.2 POLICY CANCELLATION

Thirty (30) days written notice of cancellation or of any material change in the policy(s) is required.

13.3 INSURANCE ENDORSEMENT

Evidence of additional insured shall be an insured endorsement onto the liability policies. The City of Beavercreek is additional insured pursuant to agreement.

14. WORKING CONDITIONS

In the performance of the agreement, the Contractor shall adopt working conditions, and other employment policies which meet the approval of the City, provided however, that the Contractor will not be required to violate any applicable Federal, State, or local statutory provisions.

15. JOB SAFETY COMPLIANCE

It shall be the responsibility of the Contractor to comply with all the provisions applicable to the Occupational Safety and Health Act as enforced by the U.S. Department of labor and to require all employees to comply with this law and all regulatory Federal, State or local laws affecting job safety.

16. SAFETY AND ACCIDENT PREVENTION

It shall be the Contractor's responsibility to maintain, throughout the contract period, a safety and accident prevention program which meets requirements of Federal, State and local codes and all other authorities having jurisdiction over this work.

In the event of any personal injury accident in connection with the work, the designated representative(s) of the City shall be immediately notified and given all known facts regarding the accident.

CITY OF BEAVERCREEK

CERTIFICATE AND NON-COLLUSION STATEMENT

The undersigned person, duly authorized to represent respondent regarding this proposal, hereby certifies the information contained within this proposal to be true and complete to the best of his/her knowledge and belief.

The undersigned further certifies that neither they nor anyone employed by respondent has arranged for any person to solicit or procure any contract from the City, nor will anyone make any payment or agree to make any payment in connection with the procurement of this contract.

BY _____

NAME & TITLE _____

(RESPONDENT) _____

ADDRESS _____

COUNTY OF _____)ss

STATE OF _____

Subscribed and sworn to before me this ____ day of _____, 2008.

My commission expires:

CITY OF BEAVERCREEK

PROPOSAL FORM

PROPOSAL FOR PROVIDING FLEET MANAGEMENT AND MAINTENANCE SERVICES FOR THE CITY OF BEAVERCREEK POLICE DEPARTMENT

Pursuant to your Request for Proposal, the respondent identified herein submits this proposal to provide fleet management and maintenance services to The City of Beaver creek, Ohio Police Department.

1. Respondent is (circle one): An Individual
 A Partnership
 A Corporation

2. The name and position of the person duly authorized to represent respondent regarding this proposal, including negotiation of contract if respondent is selected, is: _____

3. The name and position of the person duly authorized to execute contracts on behalf of respondent is: _____

4. If respondent is an Individual, complete the following:

Respondent is an individual doing business under the name(s) of

at _____

in the City of _____ in the County of _____ in the State of _____.

The following is a complete and accurate list of the names and addresses of all persons interested in this proposal, or who may represent respondent regarding this proposal.

NAME

ADDRESS

5. If respondent is a Partnership, complete the following:

Respondent is a (general) or (limited) Partnership, doing business under the name of _____ at _____ City of _____, County of _____ in the State of _____.

The Partnership was formed on _____ and the Partnership is recorded in the County of _____, State of _____.

The following is a complete and accurate list of the names and addresses of the Partners:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

6. If the respondent is a Corporation, complete the following:

Respondent is a Corporation doing business under the name of _____ at _____, in the City and State of _____

The Corporation was organized on _____, and existing under the laws of the State of _____, in the County of _____.

Mailing address, if different from above, for correspondence pertaining to this proposal is:

7. FINANCIAL RESPONSIBILITY

BANK	ADDRESS
_____	_____
_____	_____
_____	_____

CITY OF BEAVERCREEK

8. MANAGEMENT CAPABILITY

Contractor must provide narrative describing the respondent's ability to provide qualified fleet management and maintenance services for the City. Narrative should include, but not be limited to, qualifications and experience of key personnel. Contractor must submit an organizational and staffing plan.

9. COST SECTION

During the period of the contract, the Contractor will be reimbursed for all costs actually incurred as specified in the Contractor's proposal and as amended by negotiation. The Contractor's total proposed cost for services and work rendered must be set out specifically in both writing and figures.

With respect to the operating budget and management service fee proposed, the City shall not be responsible for payment of any amounts in excess of the amounts set out in the proposal. In the event that the Contractor incurs costs in excess of the proposed amounts, the Contractor will be responsible for such costs, provided, however, this will not limit in any way reimbursements for any other costs incurred in accordance with any other amounts specifically provided for elsewhere in this RFP. The City must approve all costs in excess of the proposed amounts.

In addition, the respondent may propose incentive provisions. Any such provisions must be clearly and concisely explained so the City can determine precisely how such provisions are implemented, calculated and applied. Sufficient detail must be supplied to allow the City to make accurate comparisons between all incentive provisions that might be received from various respondents.

CITY OF BEAVERCREEK

Year 1, 2, 3
(circle one)

Respondents must complete the following Cost Section.

We, the undersigned, propose to furnish Fleet Management and Maintenance Services to the City of Beavercreek, Ohio Police Department from _____ at _____ A.M. to _____ at _____ P.M., Mondays through Fridays, excepting legal holidays, pursuant to the Award of the Contract with the "Notice for Request for Proposal" for the amount of \$ _____ as set out in the general categories below:

The cost proposal shall include the following cost items:

Hourly Labor Cost	\$
Parts & Supplies Mark-up	%
Subcontracted Services Mark-up	%

NOTE: Hourly costs will not exceed number of hours as specified in the Mitchell Mechanical Labor Estimated Guide.

Flat Tire Expense	\$
Towing Service Expense	\$
Jump Starts Expenses	\$
Overtime Labor Rate for Emergency or Directed Work (Ref. 9.1 & 9.4)	\$

Contractor shall also provide cost proposals for extra work.

The price shall be required to be firm for the contract period. The award of the contract will be made to the most qualified and responsible respondent in accordance with criteria as outlined in Attachment C of this document to the Request for Proposal. The City reserves the right to reject any or all proposals.

CITY OF BEAVERCREEK

The undersigned agrees, should this proposal be accepted, to execute the form of the contract and present the same to the City for approval within 30 days after being notified of the awarding of the Contract.

RESPECTFULLY SUBMITTED,

BY _____
Signature

ADDRESS _____

DATE: _____

CITY OF BEAVERCREEK

ATTACHMENT A
AGREEMENT

This agreement, made and entered into this _____ day of _____ by and between the City of Beavercreek (hereinafter "City"), and _____ (hereinafter "Contractor"). Period of Agreement is January 1st, 2011 through December 31st, 2013.

WITNESSETH:

The parties hereto do agree as follows:

1. RECITALS

This agreement is made and entered into with respect to the following facts:

- a. The Contractor is specially trained, experienced and competent to perform the special services which will be required by this agreement;
- b. The Contractor is willing to render such services, as hereinafter defined, on the following terms and conditions; and
- c. The legislative body of the City has determined that the public interest, convenience and necessity require the execution of this agreement.

2. SCOPE OF SERVICES

Contractor shall provide services to the City described In Exhibit A (Scope of Services), attached hereto, in accordance with this agreement and the City's Request for Proposals for contract vehicle maintenance services attached as Exhibit B hereto. Exhibits A and B are incorporated herein by this reference. No changes to the scope of work will be allowed without written approval.

3. COMPENSATION

Contractor shall be compensated for its services as detailed and invoices for payment will be submitted to the City in the form described in paragraph 8.7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, unless otherwise expressly provided.

4. TERM

Unless specified otherwise herein, the term of this agreement shall be for a period of three years commencing on January 1, 2008. Early termination of this agreement would follow guidelines under Section 15 (Termination). If no termination is made, contract will be automatically renewed at the end of the third year for an additional three year period.

5. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City, a wholly independent Contractor. Neither the City nor any of its respective elected and appointed officers, employees and agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as herein set forth. Contractor shall not, at any time or in any manner, represent that it or any of its officers, employees or agents are in any manner officers or employees of the City. This agreement is not intended to create the relationship of partnership, joint venture or association between the City and Contractor.

6. PERSONNEL SUBCONTRACTING

Contractor shall provide all required personnel. Notwithstanding anything in this agreement to the contrary, Contractor may not have a subcontractor perform any services except for subcontractors providing services agreed to by the City in advance. All labor, materials, fees and costs of any subcontractors shall be paid exclusively by Contractor. No subcontractors may be substituted for any approved subcontractors except with the prior written approval of the City.

7. RESPONSIBLE PRINCIPAL AND PROJECT MANAGER

Both the City and Contractor shall have a Responsible Principal and a Project Manager who shall be principally responsible for the Contractor's obligations under this agreement and who shall serve as principal liaison between the City and Contractor. Designation of another Responsible Principal or Project Manager by Contractor shall not be made without the prior written consent of the City. For the City, the Responsible Principal is Mr. Mike Cornell and the Project Manager is Mr. James M. Stull.

8. CITY LIAISON

Contractor shall perform under the general supervision of the Responsible Principal and/or the Project Manager, and all communications, instructions and directions on the part of City shall be communicated exclusively through these individuals.

9. LICENSES

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by Federal, State or local law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

10. INSURANCE

Contractor shall maintain insurance and provide evidence thereof as required by paragraph 13 (Required Insurance), which is incorporated herein by this reference, for the term provided therein.

11. INDEMNIFICATION

Contractor shall indemnify and save harmless the City and its respective elected and appointed officers, employees, and agents (collectively, "Indemnified Parties") from and against any and all damages or claims for damages to property or injuries to or death of any person or persons, including property and employees of the City, and shall indemnify and save harmless the Indemnified Parties, for any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not limited to, workers' compensation claims resulting from or arising out of the negligent acts or intentional tortuous acts, errors or omissions of Contractor, its employees or subcontractors, excepting only those claims, demands or suits which are solely the result of the sole negligence or intentional acts of the City, its employees or officers. Contractor shall promptly provide a defense to such claims or actions and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including attorney fees.

12. FINANCIAL RECORDS

Contractor shall maintain complete and accurate records with respect to costs incurred under this agreement. All such records shall be maintained on a generally accepted accounting basis and be clearly identified and readily accessible. Contractor shall keep, maintain and provide free access to such books and records to examine and audit the same, and to make transcripts therefrom as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this agreement for a period of three years from the date of final payments under this agreement. All accounting records shall readily provide a breakdown of costs charged to this agreement.

13. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person to solicit or secure this agreement and that it has not paid or agreed to pay any company or person any fee, commission or percentage from the award or making of this agreement. For breach or violation of this warranty, the City shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the consideration payable to Contractor, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. CONFLICT OF INTEREST

Contractor covenants that neither it nor any officer or principal of their firm, have any interests, nor shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of the services. No services shall be performed by either an employee, agent, or a subcontractor of Contractor, who has a conflict relating to the City or the performance of services on behalf of the City.

15. TERMINATION

The executory provisions of this agreement may be terminated, prior to the expiration of its term, only in the following manner:

- a. by the written mutual agreement of the parties hereto; or
- b. by either part, with or without cause, upon 90 days written notice to the other party.

In the event of termination without cause by the City, the City shall pay Contractor for work completed prior to the date of such termination (based on the percentage of the overall work satisfactorily completed by Contractor in relation to the work required by the entire agreement or the hours worked by Contractor, as applicable), provided such work is in a form usable by the City.

16. WAIVER OR BREACH

No waiver of any term, condition or covenant of this agreement by the City shall occur unless signed by the Responsible Principal and such writing identifies the provision which is waived and the circumstances or period of time for which it is waived. Such waiver shall not constitute a waiver of any other term, condition or covenant of this agreement nor shall it eliminate any remedies available to the City for any breaches of this agreement which are not excused by such waiver. A delay in communicating a failure of Contractor to satisfy a term, condition or covenant in no way waives that term or any remedies available for its breach.

17. ASSIGNMENT

No party to this agreement may assign any right or obligation pursuant to this agreement. Any attempted or purported assignment of any right or obligation pursuant to this agreement shall be void and of no effect.

18. ATTORNEYS' FEES

In the event that either party hereto brings an action for breach or enforcement of this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs whether or not such action is prosecuted to judgment.

19. NOTICES

Notices provided hereunder shall be delivered by first class mail, or by personal service as required in judicial proceedings, directed to the address provided below:

a. To the City:

Financial Administrative Services Director
City of Beavercreek
1368 Research Park Drive
Beavercreek, Ohio 45432
(937) 427-5511

with a copy to:

Mr. James M. Stull
Beavercreek Police Department
1388 Research Park Drive
Beavercreek, Ohio 45432
(937) 426-1225

This agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

22. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This agreement may be executed in counterparts, each of which is deemed to be an original. This agreement, including the Request for Proposals, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. The provisions of this agreement shall be binding upon the parties hereto and their respective successors in interest.

23. TIME IS OF THE ESSENCE

Time is of the essence in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first shown above.

CITY OF BEAVERCREEK

BY: _____

City Manager

(Date) _____

WITNESS:

CONTRACTOR:

BY: _____

—

CITY OF BEAVERCREEK

ATTACHMENT B PROPOSAL FORMAT & INSTRUCTIONS

CONTRACTOR RESPONSE

This Request for Proposal (RFP) represents the requirements of the City to procure Contractor services for The City of Beavercreek, Ohio Police Department City Fleet management and maintenance services.

The following section provides a general description of information to be included in proposals. Proposals must be submitted in the format outlined in this attachment. Additional information may be submitted in the form of separate bound appendices. Respondents must furnish all information required by the request.

INCURRING COSTS

All costs incurred in the preparation and submission of proposal will be borne by the Contractor.

ECONOMY OF PREPARATION

Proposal documents must be prepared simply and economically, and provide a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the RFP. Unnecessarily elaborate brochures or other presentations are not required. Completeness and clarity of content must be emphasized. All brochures, presentations and items submitted in support of proposals will become part of the contract.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn in person by written notice received at any time prior to the closing date and time specified. Proposals may be withdrawn in person by an authorized representative of the Respondent.

SOLICITATION OF AMENDMENTS

In the event an amendment to this RFP is issued, all solicitation terms and conditions will remain in effect unless specifically changed by the amendment. Respondents must remit an acknowledgment of receipt of such amendment(s) to the place designated. The acknowledgment must be remitted prior to the hour and date specified for receipt of proposals in the amended RFP.

CITY OF BEAVERCREEK

RESPONDENTS THAT DO NOT ACKNOWLEDGE RECEIPT OF RFP AMENDMENTS IN A TIMELY MANNER BY ONE OF THE FOLLOWING METHODS WILL BE REJECTED:

- a. Returning one signed copy of the amendment.
- b. Acknowledging receipt of the amendment on at least one signed copy of the submitted proposal.
- c. Submitting a signed letter which acknowledges the amendment(s) and refers to the RFP and amendment number(s).

If a Respondent desires to change a proposal that already has been submitted, the change may be made by a signed letter that refers to the RFP and amendment number(s). The letter must be received at the designated place, prior to the hour and date specified for receipt of proposals in the amended RFP.

ALL SIGNATURES ON PROPOSALS, AMENDMENTS, OR RELATED CORRESPONDENCE MUST BE BY PERSONS WHO ARE AUTHORIZED TO CONTRACTUALLY BIND THE RESPONDENT.

CITY PROCUREMENT REGULATIONS

City procurement regulations will be used throughout the solicitation, evaluation, award and administration process for this proposal/contract.

SUBMISSION REQUIREMENTS

This section provides a summary of information to be included in fulfilling the requirements of this RFP. Respondent must emphasize the rationale for the particular solution being proposed and emphasize its unique advantages.

SCOPE OF PROPOSAL

Respondent will submit a proposal for a City fleet management and maintenance project to meet the minimum requirements identified. The requirements stated herein do not preclude respondent from furnishing additional reports and functions deemed appropriate.

TRANSMITTAL LETTER

The Respondent transmittal letter shall include, at a minimum, the substance of the sample transmittal letter shown in Attachment D.

CITY OF BEAVERCREEK

PART I UNDERSTANDING

Respondent will include in Part I an understanding of the fleet management and maintenance problems experienced in general.

PART II APPROACH

Respondent will include in Part II their approach to resolving problems identified in Part I and present an approach to completing the work elements described in the Statement of Work section of the RFP. A work plan section within the approach will address each task in the Statement of Work, including proposed staffing levels and a start up plan. A specific proposal is expected to describe a methodology for fleet performance standards. Other areas to be addressed in this part include the Respondents approach to:

- a. Electronic data systems.
- b. Quality assurance.
- c. Warranties.
- d. Mechanic training, re-training, certification.
- e. Safety and security.

PART III MANAGEMENT

The Respondent's approach to management of both the fleet and this project are expected in Part III. A reporting structure will be provided along with the specific responsibilities of each delineated position.

PART IV QUALIFICATIONS AND RESUMES

Proposals must include in Part IV a brief summary of applicable past experience to show proven and demonstrated ability to execute the requirements of the RFP. Further, a listing of all current clients of similar projects. Preference will be shown to those Contractors who can demonstrate experience with similar size County, City or State fleet operations. The listing should contain the following information on each client:

- a. Address
- b. Type of fleet
- c. Number of vehicles

CITY OF BEAVERCREEK

- d. Period of performance
- e. Contracting officer and telephone number

PART V COST

Part V will include the Respondent's complete cost proposal. Include an example of how the proposed provisions will be reported and invoiced. The cost proposal also shall include the Respondent's position on overtime, directed work and other costing data left subject to proposal in the Statement of Work.

OTHER REQUIREMENTS

Respondents will fully inform themselves on conditions, requirements, and specifications before submitting their proposal. Failure to do so will be at Respondent's own risk and the Respondent cannot secure relief by plea of error.

Neither law nor regulations make allowance for error of omission or commission on the part of the Respondent.

FAILURE TO INCLUDE ALL REQUIRED SUBMISSION MATERIALS WILL RENDER THE PROPOSAL NON RESPONSIVE, AS DETERMINED BY THE CITY.

GENERAL CONDITIONS AND INSTRUCTIONS TO RESPONDENTS

QUALIFICATIONS OF RESPONDENT

The City may make such investigation as deemed necessary to determine the ability of a Respondent to furnish the required equipment and services, and the Respondent will furnish to the City all information and data for this purpose as the City may request. The City reserves the right to reject a proposal if the evidence submitted by, or investigation of such respondent, fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Contract, and to deliver the equipment and services contemplated herein.

AWARD OF CONTRACT

The City will enter into contract negotiations with the highest ranked Contractor based on the combined scores of the written proposal, any oral presentation, evaluation by the City, and approval by Management of the City. (See Attachment C.)

CITY OF BEAVERCREEK
ATTACHMENT C
PROPOSAL EVALUATION CRITERIA

	SCORE
RESPONDENT'S EXPERIENCE	
Measured in terms of Respondent's performance in fleet management and maintenance for public clients. Respondent must have an ASE Certified Master Mechanic on staff and other maintenance technicians must possess a minimum of five years experience in performing fleet management and maintenance with fleets of comparable size.	20
UNDERSTANDING OF THE PROJECT	
Measured in terms of Respondent's proposed approach to meeting the requirements of the STATEMENT OF WORK and satisfying the City's goals as outlined in the INTENT section	
Minimum RFP Requirements (10)	
Proximity and quality of facility (10)	
Proposed Quality Control Program (10)	30
COST	
Measured as the proposed maintenance performance costs.	40
QUALIFICATION OF KEY PERSONNEL	
Measured in terms of relevant experience of key personnel and their ability to execute the project.	10
TOTAL	100

Note: Insufficient management experience and/or support services as determined by the City will be deemed as a cause for rejection of proposal.

CITY OF BEAVERCREEK

ATTACHMENT D
PROPOSAL TRANSMITTAL LETTER REQUIREMENTS

TO: _____

RE: Proposal Submission for RFP # 10-01

The proposal is submitted by (name of Respondent) in response to The City of Beavercreek, State of Ohio, Request for Proposal Number 10-01. All terms and conditions of the RFP have been acknowledged by the undersigned. The letter at a minimum must include the following information:

1. The transmittal letter will be on an official business letterhead and will be signed by an individual authorized to legally bind the respondent.
2. A statement confirming that the required signed and dated "Proposal Signature and Certification" documents are submitted with the respondent's proposal;
3. A statement indicating that the respondent is a corporation or other legal entity as specified by RFP.
4. A statement of compliance with Affirmative Action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap;
5. A statement that no attempt has been made or will be made by the respondent to persuade any other person or firm to submit or not to submit a bid;
6. A statement that the person signing this proposal certifies they are the person in the respondent's organization responsible for, or authorized to make decisions as to the prices quoted and that the offer is firm and binding and that they have not participated, and will not participate, in any action contrary to the above conditions;
7. A statement that the respondent has read, understands and agrees to all provisions of this RFP without qualification;

If the use of subcontractors is proposed, a statement from each subcontractor must be included in the transmittal letter, and signed by an individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor;

CITY OF BEAVERCREEK

- b. The subcontractor's willingness to perform the work indicated; and
- c. The subcontractor does not discriminate in its employment practices with regard to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap except as provided by law.

If the proposal deviates from the detailed requirements of this RFP, the transmittal letter must identify and explain these deviations. The City reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

Authorized Signature

Date

CITY OF BEAVERCREEK

ATTACHMENT E
COST ELEMENTS INCLUDED IN TARGET COST

ITEM	RFP REFERENCE
FACILITY	3.2
SECURITY	3.3
PREVENTIVE MAINTENANCE	4.0
PERFORMANCE	4.3
REPAIRS	5.0
ROAD CALLS	5.3
PRIORITY REPAIRS	5.4
WARRANTY	5.5
REPEATED REPAIR	5.6
OUTSIDE REPAIRS	5.7
ACCIDENTS	5.8
FUEL	6.0
PARTS SUPPLY AND LUBRICANTS	7.0
FILES	8.1
MONTHLY REPORT	8.2
ANNUAL REPORT	8.3
PURCHASES	9.2
HOURS OF SERVICE	9.3

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ITEM	RFP REFERENCE
INVESTIGATIONS	9.5
WASTE	9.6
COST PROPOSAL	10.6.2
INSURANCE	13.1
JOB SAFETY COMPLIANCE	15.0
SAFETY AND ACCIDENT PREVENTION	16.0

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ATTACHMENT F
COST ELEMENTS NOT INCLUDED IN COST PROPOSAL

ITEM	RFP REFERENCE
ACCIDENTS	5.8
EMERGENCIES	9.1
DIRECTED WORK	9.4
OVERTIME WORK	10.7.1
ADDITIONAL REIMBURSABLE ITEMS	10.7.2
CHANGES IN THE SIZE OR MIX OF THE FLEET MORE THAN 5%	10.8.1

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ATTACHMENT G
VEHICLE FLEET LIST

NOTE: This vehicle and equipment attachment should be used as a guideline for determining the types of maintenance that will be required on the different vehicles that the City Police Department must maintain. It should be used as a guide for estimating the different maintenance requirements for the City.

City of Beavercreek Police Department Vehicle Inventory
October 15, 2010

Department	Total Vehicles
Patrol Vehicles	16
Detectives/Supervisors	10
Pool Use	4
Community Relations	3
COPP	3
Total	36

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ATTACHMENT H
PREVENTIVE MAINTENANCE REQUIREMENTS

Vehicle No. _____
Date Started _____
Work Order No. _____

Department _____
Contact Person _____

Current Mileage Reading _____
Miles Between PMI _____

ENGINE & TRANSMISSION OIL SAMPLES REQUIRED

NOTE: This is only a guide and does not eliminate the need to comply with all manufactures recommended maintenance schedules.

/ = ITEM SERVICEABLE Q = ADJ. MADE R = REPLACED X = REQUIRES REP.
N/A = NOT APPLICABLE

1		Cover seat and floor with plastic or paper covers	8		Ck. front and rear brakes for condition and adjustment
2		Note any driver's write ups or complaints.	9		Ck. parking brake cable adjustment.
		VEHICLE INTERIOR	10		Ck. clutch condition if applicable.
1		Ck. fire extinguishers.	11		Ck. transmission linkage.
2		Ck. all interior lamps.	12		Ck. U joints, drive shaft and seal condition.
3		Ck. upholstery condition.	13		Rotate tires.
4		Ck. doors, window handles and locks.	14		Ck. differential oil level and condition.
5		Ck. radio operation.	15		Ck. fuel tank mounting strap and condition.
6		Ck. condition of mirrors.	16		Ck. all brake lines and valves.
7		Ck. seat adjustments and seatbelts.	17		Ck. upper and lower control arm bushings.
8		Ck. all control switches and knobs.	18		Ck. front mid rear shocks.
9		Ck. all gauges.	19		Ck. all steering links.
10		Ck. padded pads.	20		Ck. undercarriage for damage and cracks.
		BODY			ENGINE
1		Ck. head, brake, tail, turn signal, light bar, spot lights.	1		R&R EGR Valve & clean EGR passage every 60,000 miles.

2		Ck. and report all body damage.	2		Fill engine oil, transmission fluid and brake fluid.
3		Ck. tire wear, bent wheels, air pressure, wheel covers.	3		Change air filter every 30,000 miles. Change PCV valve, spark plugs every 60,000 miles.
4		Ck. windshield wipers and fill washer fluid.	4		Ck. all belt tension/condition and belt tensioner.
5		Ck. and repair any axle leaks.	5		Ck. power steering for noise, leaks, and cracked hoses.
6		Ck. windows and mirrors.	6		Ck. all hoses and clamps for leaks or looseness.
		UNDERCARRIAGE	7		Ck. transmission cooler for dirt and leaks.
1		Drain engine oil and change filter.	8		Perform a battery load test.
2		Service transmission fluid/filter every 30,000 miles.	9		Record charging system: without load: _____
3		Replace fuel filter every 30,000 miles.	10		Record charging system: with load: _____
4		Lube chassis.	11		Ck. engine for cracked, broken or rubbing wires.
5		Ck. condition of engine and transmission mounts.	12		Ck. A/C system operation/ freon level.
6		Ck. for oil, coolant, and transmission fluid leaks.	13		Ck. cooling system hoses, radiator, water pump, and coolant.
7		Ck. exhaust system condition.	14		Complete engine run up every 30,000 miles.

*Ensure all vehicles comply with current emission standards.

ROAD TEST & INSPECTION COMPLETED BY: _____
(Mechanic's Signature)

TOTAL FLUIDS USED: Use fluids recommended by vehicle manufacture.

Engine Oil _____ qts.
P/S Oil _____ qts.
Trans. Fluid _____ qts.
Differential Oil 90 wt. _____ qts.
Ck. % of Anti-Freeze Content _____ qts.
Washer Fluid _____ qts.

(Supervisor's Signature/Date)

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ATTACHMENT I
LOCAL BIDDER CREDIT FORM

City of Beavercreek Administrative Policy No. 28 allows for the application of a credit to local bidders in evaluating proposals in determining the award of a contract. In order to be eligible for this credit, a the bidder's principle place of business must be within the corporation limits of the City of Beavercreek, or within the limits of Beavercreek Township as registered with the Secretary of State of Ohio.

_____ I hereby certify that _____ qualifies as a local bidder.
(Contractor)

_____ I hereby certify that _____ does not qualify as a local bidder.
(Contractor)