

TOWN OF SMITHFIELD
REQUEST FOR PROPOSALS

Vehicle Maintenance Contract

The Town of Smithfield hereby gives notice of a Request for Proposals seeking qualified contractors to service and maintain Town of Smithfield vehicles. **Business location MUST be located within a 10 mile radius of the Town of Smithfield.** Proposals are based upon the following specifications.

1. The Town currently operates a fleet of approximately (39) vehicles, although it may add or subtract vehicles at any time. See attached spreadsheet for vehicle list. Vehicles noted with an (*) are first responder vehicles.
2. The Scope of Work is to provide following services:
 - A. Periodic routine maintenance (PRM) on vehicles based upon age, usage and manufacturer's recommendations. This includes oil (up to 5 qts. of manufacturer's recommended grade of oil) and filter changes; check operation of horn and lights; clean battery terminals; rotate tires; check tire condition, alignment and pressure; top off fluid levels; check suspension, exhaust and drive train. Routine maintenance to be provided during normal business hours.
 - B. Repair services (RS), including issues uncovered during periodic routine maintenance as well as conditions discovered "on the road", and repairs necessitated by vehicle accidents.
 - C. 24-hour emergency towing services.
3. PRM Service for all vehicles is to be scheduled with contractor and shall be performed within 48 hours of the scheduled time and date. RS services shall be scheduled as soon as possible based upon the repair necessary, with the Contractor providing a completion date at the time service is scheduled. First responder vehicles (indicated by and * on the attached vehicle list) are vital to the safety of residents and therefore require priority care for the routine, repair and emergency services. These vehicles require all services to be completed the same day unless not physically possible, in which case the Town shall be notified as soon as possible of the anticipated timing of repair.
4. Proposals will be considered only from Contractors who hold a current business license, are properly licensed/registered to operate in the State of Virginia and have been working in Auto Repair business for at least (2) years. Awarded contractor (s) must adhere to and comply with all applicable Federal, State and Town laws, rules and regulations in regard to the operation of their repair business, operation of motor vehicles and employment of personnel.
5. Period of service to be for (1) year period with option to renew for up to (4) years.

6. Contractor to carry and maintain insurance requirements as listed on attached contract application form. A copy of current Certificate of Insurance and Business License must be submitted to the town prior to beginning work.

7. Contractors shall submit a proposal in accordance with the specifications above. Identify the value for each of the listed services as follows:
 - A. Routine periodic maintenance. Lump sum per service
 - B. Repairs: per hour rate + discount percentage off list price for parts
 - C. Towing: Lump sum per tow. Towing to be from vehicle location to Contractor's business or to Town facility, as directed by Town. Cost for towing from beyond the boundaries of adjacent towns may be identified separately.
 - D. Repair warranty – length of time repairs are covered.

8. The RFP is not to be construed as creating a contractual relationship between the Town of Smithfield and any agency submitting a response to this RFP.

9. The Town of Smithfield shall have no obligation or liability to any agency responding to this RFP. All costs associated with responding to this RFP are borne solely by the respondent.

10. The Town of Smithfield will require follow up oral interviews with selected respondents and may require the respondents to participate in competitive negotiations. **Interviews will be scheduled with selected respondents.**

11. By submitting a response, the agency represents that it has the ability to meet the requirements outlined herein.

12. After evaluation of the responses, The Town of Smithfield will make its selection based on the response which best meets the needs of the Town of Smithfield, in the sole discretion of the Town of Smithfield. The RFP is not intended to create a public bidding process, and the proposal with the lowest quoted fees will not necessarily be accepted, nor will any reason for the rejection of any proposal be indicated. The Town of Smithfield reserves the right to privately negotiate with any firm with respect to the requirements outlined in this Request for Proposals.

13. Evaluation and Selection of Proposals: The Town of Smithfield will perform the evaluation of proposals in accordance with the following criteria:
 - A. The agency has no conflicts of interest with regard to any other work performed for the Town.
 - B. The agency adheres to the instructions in this request for proposal on preparing and submitting the proposal.
 - C. The agency's past experience.
 - D. The quality of the agency's professional personnel.
 - E. Other criteria as deemed prudent.

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

Proposals shall be in a sealed envelope marked "Vehicle Maintenance Proposal" and delivered no later than **12:00 noon on Monday, June 4, 2012** to:

Mr. Peter M. Stephenson
Town Manager
911 South Church Street
Smithfield, VA 23430

All questions should be directed to Mr. Peter Stephenson via email at pstephenson@smithfieldva.gov or 757-365-4200. **Deadline for questions will be 5:00 p.m. on Friday, June 1, 2012.**

An award will be made to the Contractor who submits the most advantageous proposal and is in the best interests of the Town. Price, location, past experience and other relevant factors will be considered. The Town of Smithfield attaches a great importance to the ability of the Contractor to complete the work as specified as an acknowledgement of the Town's obligation to its citizens.

END OF REQUEST FOR PROPOSALS



**TOWN OF SMITHFIELD
310 INSTITUTE STREET
P.O. BOX 246
SMITHFIELD VIRGINIA 23430**

REQUESTS FOR PROPOSALS

CONTRACT FOR:

Vehicle Maintenance

Proposals/Bids subject to the conditions and instructions contained herein, will be received at the **Town Manager's Office 911 South Church Street, Smithfield VA 23430** until the due date and hour shown below.

SCOPE OF WORK: The Town of Smithfield will be accepting proposals from qualified contractors for the above mentioned project which includes periodic routine maintenance and repair services on vehicles owned by the Town of Smithfield.

QUOTATION DUE: June 4, 2012 by 12:00 p.m.

CONTRACT OFFICER: Peter M. Stephenson

In compliance with this invitation for bids/proposals, and subject to all the conditions thereof, the undersigned offers, if this bid/proposal is accepted to furnish any or all of the items and /or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this quotation, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax No.: _____

Federal Tax ID (or Social Security #): _____ Email: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This form shall be signed. All signatures shall be original

Commercial Coverage

**Standard Worker's
Compensation and Employer's
Liability Policy**

Alternate Employer Endorsement

If the following information is not complete, refer to the appropriate page attached to the policy.

INSURED	POLICY NO.	SEQ. NO.
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PRODUCER	EFFECTIVE DATE
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SCHEDULE

Alternate Employer	Address	State of Special or Temporary Employment
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Town of Smithfield	310 Institute Street, Smithfield, Virginia	
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This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Worker's Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Worker's Compensation Insurance), we will reimburse the alternate employer for the benefits required by the worker's compensation law if we are not permitted to pay the benefits directly to the person entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employers duty to secure its obligations under the worker's compensation law. We will not file evidence of

this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premiums will be charges for your employees while in the course of special or temporary employment by the alternate employer.

Part Four (Your Duties if Injury Occurs) applies to you and the alternate employer. The alternate TC-1 employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

WORKER'S COMPENSATION

CERTIFICATE OF COVERAGE

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance _____ Yes

Insurance Company: _____

Policy Expiration Date: _____

B. Is self-insured for worker's compensation _____ Yes

Title of Construction Contract:

Contract Number: _____

Signed By: _____

Title: _____

Firm Name: _____

Address: _____

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization

**Town of Smithfield
310 Institute Street
Smithfield, VA 23430**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for this insured.

INSURANCE ENDORSEMENTS

Insurance: The contractor shall maintain adequate liability insurance, which shall protect and save harmless the Town of Smithfield, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of insurance prior to commencement of services. Separate forms which name the Town as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf of the Town. Evidence of coverage needs to be provided prior to commencement of work.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the Town to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

TYPE OF INSURANCE COVERAGE

LIMITS

- | | |
|---|--|
| 1. Workman's Compensation
Employer's Liability | Statutory
\$100,000.00 |
| 2. Comprehensive General Liability
with XCU & Contractual included | \$500,000.00 each
\$500,000.00 each Occurrence
\$500,000.00 in Aggregate |
| 3. Property Damage Liability | \$100,000.00 each Occurrence |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCEPTION PAGE

EXCEPTIONS:

Vendors must sign the appropriate statement below, as applicable:

() I understand and agree to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

() I take exception to terms, conditions, requirements, or specifications stated herein (vendor must itemize all exceptions below, and return with this RFP):

Firm: _____

Signature: _____

Vendors should note that any exceptions taken from the stated terms and / or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

Background Checks:

The Town of Smithfield reserves the right to request sufficient information from any and all contracted service providers to allow law enforcement background checks on employees working on Town property and public right-of-ways.

REFERENCES

Please provide at least three references of recent Vehicle Maintenance Services that have been performed. (This may also be personal reference if discussed prior to proposal being submitted)

Location: _____

Point of contact (name and phone #) _____

Dates services performed: _____

Location: _____

Point of contact (name and phone #) _____

Dates services performed: _____

Location: _____

Point of contact (name and phone #) _____

Dates services performed: _____

11. If you have obtained this bid document from a source other than the Town of Smithfield, please check with the Town agent prior to submitting your bid to ensure that you have a complete up-to-date package. The Town of Smithfield disclaims any responsibilities for documents distributed by others.
12. The Town of Smithfield, Virginia does not discriminate on the basis of race, sex, age, handicap, national origin or faith/religious affiliation.
13. Bids should be submitted in accordance with the attached specifications. The Town of Smithfield in its sole discretion shall determine if a vendor is qualified and acceptable.

General:

This Invitation For Bid will be the basis for providing services as described in the attached specification packet for the following location: Town of Smithfield

Contract Period:

The contract period shall be in effect as described in the contract award.

Probation Period:

There shall be a 90 day probation period starting from time of award. During this time the Town may cancel the contract at any time for any reason. Verbal and written notification with cause for cancellation will be provided to the contract provider.

Cancellation:

After the probation period, the Town may cancel the contract at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the Town.

Silence of Specifications:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

Insurance:

Only the successful bidder shall be required to complete and submit the attached insurance forms. These will require Town Attorney approval prior to commencing work under the contract.

INFORMAL CONDITIONS AND IINSTRUCTIONS

1. The Town of Smithfield, Virginia reserves the right to reject any and all bids, to waive any informalities / technicalities in bids received, to negotiate should the lowest responsive and responsible bid exceed budget limitations, and to accept the bid which may best serve the interest of the Town.
2. Each bid is received with the understanding that the acceptance in writing by the Town of the offeror to furnish any or all of the commodities described herein, shall constitute a contract between the bidder and the Town, which shall bind the bidder on his part to furnish and deliver the articles quoted on the prices stated and in accordance with the conditions of the accepted bid; and the Town on its part to order from such contractor, except for causes beyond reasonable control; and pay for, at the agreed prices, all articles specified and delivered.
3. In the event of default by the contractor, the Town reserves the right to procure the commodities from other sources, and hold the contractor liable for any excess cost occasioned thereby.
4. The contractor guarantees to defend and save the Town, its agents and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee.
5. All bids must be signed with the firm name and by an authorized, responsible officer or employee. Obligations assumed by such signature must be fulfilled.
6. By signing this form, the bidder assigns to the Town of Smithfield any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the Town of Smithfield.
7. Direct contact with Town departments other than the appropriate agent for this contract, on the subject of this transaction is expressly forbidden except with the foreknowledge and permission of that agent or his representative.
8. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town of Smithfield.
9. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable Federal, State and Local laws and requirements.
10. Bidders have the right to request withdrawal of their bids from consideration due to error by giving written notice not later than two days after receipt of bids. Evidence of error will be required. Upon written request the Town agent can withdrawal the bid for the bidder before consideration for award of contract.

TOWN OF SMITHFIELD VEHICLES

* FIRST RESPONDER VEHICLE

VEHICLE	
2011 FORD EXPLORER	*
2011 FORD CROWN VICTORIA (2)	*
2011 DODGE CHARGER (3)	*
2009 CHEVEROLET IMPALA	*
2009 DODGE CHARGER	*
2008 DODGE CHARGER (5)	*
2008 FORD EXPLORER	*
2007 DODGE CHARGER (3)	*
2007 FORD CROWN VICTORIA	*
2005 FORD CROWN VICTORIA (2)	*
2005 FORD TAURUS	*
2005 FORD EXPLORER	*
1994 FORD F350	
1996 FORD F250	
1997 FORD F250 PICKUP	
1999 FORD F250 PICKUP	
1999 FORD F350 PICKUP	
2000 FORD F250 PICKUP	
2002 FORD F250 PICKUP (2)	
2002 FORD RANGER	
2003 FORD PICKUP	
2003 FORD F150	
2005 FORD F450	
2006 FORD F350	
2010 FORD F250 PICKUP	
2002 VAC TRUCK - STERLING	
2011 F250 PICKUP	
2005 DODGE CARAVAN	

