

**REQUEST FOR PROPOSAL FOR
VEHICLE PARTS MANAGEMENT
AND SUPPLY SERVICES**

RFP No. 1314-47

Friday, February 28, 2014
2:00 P.M.

CITY OF NORMAN, OKLAHOMA
CLEVELAND COUNTY



*Public Works Department
Fleet Management Division
1301 Da Vinci
Norman, Oklahoma 73069-6560
Phone: (405) 292-9709
Fax: (405) 292-9710*

REQUEST FOR PROPOSAL
RFP NO. 1314-47

The City of Norman, Oklahoma, is soliciting proposals from interested parties for Vehicle Parts Management and Supply Services.

Any correspondence, questions or request for copies of the Request for Proposals should be directed to: Mike White, Fleet Management Superintendent, 1301 Da Vinci, Norman, Oklahoma 73069, Telephone No. (405) 292-9709.

Proposals will be received in the Fleet Management Superintendent's office at 1301 Da Vinci, Norman, Oklahoma 73069, until 2:00 pm, Friday, February 28, 2014.

There will be a mandatory pre-proposal conference concerning this project at 10:30 am February 20, 2014. The meeting will be held at the Fleet Management Conference Room located at 1301 Da Vinci, Norman, OK 73069.

**PUBLIC NOTICE
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Advertise: Friday, February 14, 2014 & Sunday, February 16, 2014



The City of
NORMAN

REQUEST FOR PROPOSALS

NOTICE is hereby given that The City of Norman will receive proposals at the **OFFICE of the Fleet Management Superintendent, 1301 Da Vinci, Norman, OK**, until 2:00 p.m. on Friday, February 28, 2014, for the following.

Proposal Number: RFP 1314-47 Title: Vehicle Parts Management and Supply Services

A mandatory pre-proposal conference will be held on Thursday, February 20, 2014 at 10:30 a.m. in the Fleet Management Conference Room, 1301 Da Vinci, Norman, OK.

Proposals must be signed by a duly authorized official of the proposer. A minimum of five (5) copies of the proposal must be submitted. No reimbursement will be made for any cost incurred in preparing the proposal or any cost prior to a formal notice of award. Only sealed, hard copy RFPs will be accepted in reply. Faxed or emailed proposals will not be considered.

Proposals received after the above stated date and time, **will not be accepted, and will be returned to the proposer unopened.**

Any exceptions to the City of Norman proposal will need to be listed at the end of the proposal and marked "Exceptions List." In addition, the contractor provides a detailed description of each exception along with the corresponding section name and number.

The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the City the services set forth in this Request for Proposals or until one or more of the proposals have been awarded.

The City may award a contract resulting from this request for proposal (RFP) to the respondent whose offer will be most advantageous to the City. The City may reject any or all offers if such action is in the best interest of the City, and waives informalities and minor irregularities in offers received. Any contract resulting from this RFP shall incorporate the General Terms and Conditions contained in this solicitation package. This RFP is not to be construed as a commitment of any kind nor does it commit the City to pay for any cost incurred in the submission of an offer or for any other cost incurred prior to the execution of a formal contract.

Prior to pricing agreement/contract award: Original signatures will be required on the following forms: Non-Discrimination Statement, Anticollusion Affidavit. Other important forms include the Vendor Registration / W-9 Form, Authorization Agreement for Electronic Funds Transfer, and the Title VI Compliance Report of Employment, General Instructions and Requirements for Proposers, technical requirements for proposers, and other pricing pages or questionnaires (if applicable).

If you have questions, or need additional information, you may contact me at (405) 292-9709 or email Sharon.hamilton@normanok.gov.

Sharon Hamilton
Public Works Department
Fleet Management Division

IMPORTANT: On hard copy RFPs please write the RFP number, proposal opening date, and title (as listed above) on the lower left corner on the outside of your proposal envelope. Put the information on a label or draw a box around it to make it easier to notice.

NON-DISCRIMINATION STATEMENT

The contractor agrees, in connection with the performance of work under this pricing agreement/contract:

a. That the contractor will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contract Entity setting forth the provisions of this section, and;

b. That the contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this pricing agreement/contract.

c. In the event of the contractor's non-compliance with the above non-discrimination clause, this pricing agreement/contract may be canceled or terminated by the Contract Entity. The contractor may be declared by the Contract Entity ineligible for further pricing agreement[s]/contract[s] with the Contract Entity until satisfactory proof of intent to comply is made by the contractor.

→ → → THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ← ← ←

Sign Here

X [XX]

Signature of Individual

Title

Printed Name of Individual

Company Name and Address [Please Print]

Zip Code

Telephone Number and Fax Number if any

ANTICOLLUSION AFFIDAVIT

THIS FORM MUST BE COMPLETED PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the proposer; that the proposer has not, directly or indirectly, entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the proposers, the parceling or farming out to any proposer or proposers or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the proposal or proposals, or of the profits thereof, and that proposer has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with the proposer in the said proposal or proposals, until after the said sealed proposal or proposals are opened.

The undersigned individual further states that the proposer has not been a party to any collusion: among proposers in restraint of freedom of competition, by any agreement to propose at a fixed price or to refrain from proposing; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the proposers or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The proposer states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this proposal.

Witness the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound by its proposal, the request for proposals, the terms and conditions of the pricing agreement/contract, and the requirements for proposers.

→ → → THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ← ← ←

Sign Here ✕

Signature of Individual

Title

Printed Name of Individual

Company Name and Address [Please Print]

Zip Code

Telephone Number and Fax Number if any

State of * _____)

County of * _____)

SS.

[* State and County where notarized must be written in for proposal to be considered.]

TO BE COMPLETED BY THE NOTARY:

Signed and sworn to before me on this ___ day of _____, _____ by _____
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: _____
[Oklahoma]

Notary Public Printed Name

My Commission Expires: _____
[Date/Year]

Notary Public Signature

PROPOSER → → Return This Form

VENDOR REGISTRATION / W-9 FORM

***** SUBSTITUTE W-9 *****

Federal Taxpayer Identification Number (FIN):
OR Social Security Number:
(IF INDIVIDUAL OR SOLE PROPRIETORSHIP)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

PRINT HERE: _____
NAME OF BUSINESS OR OWNER, IF SOLE PROPRIETOR/INDIVIDUALLY OWNED

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- (3) I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

SIGN HERE: _____ DATE: _____

*****VENDOR REGISTRATION FORM*****
INSTRUCTIONS: Please mark all that apply to you or your company.

Sole Proprietor/Individual Owned	<input type="checkbox"/>	Medical Provider	<input type="checkbox"/>	New Vendor	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Corporation	<input type="checkbox"/>	One-Time Vendor	<input type="checkbox"/>
Limited Liability Company (LLC)	<input type="checkbox"/>	Non-Profit (Per IRS 501C3 Regs)	<input type="checkbox"/>	Address Change	<input type="checkbox"/>
Lawyer/Attorney	<input type="checkbox"/>	Government	<input type="checkbox"/>	Federal Tax ID No Change	<input type="checkbox"/>

SALES ADDRESS:

_____	Individual Name if Sole Proprietorship
Company Name _____	Contact Person _____
Street or PO Box _____	E-Mail Address _____
City, State, Zip _____	() Telephone Number () Fax Number

BID/PROPOSAL ADDRESS (if different):

_____	Individual Name if Sole Proprietorship
Company Name _____	Contact Person _____
Street or PO Box _____	E-Mail Address _____
City, State, Zip _____	() Telephone Number () Fax Number

PAYMENT ADDRESS:

_____	Individual Name if Sole Proprietorship
Company Name _____	Contact Person _____
Street or PO Box _____	E-Mail Address _____
City, State, Zip _____	() Telephone Number () Fax Number

Do you have an electronic catalog? If so, please provide the link to your web site: _____

Do you wish to receive payments by electronic funds transfer? _____ Attach an EFT/ACH form (available at www.okc.gov).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by an public agency for bidding/proposing or furnishing materials, supplies or services, to any other public agency thereof. **NOTE: Section 11 of the City Charter prohibits employees of the City from having direct or indirect interest in City Pricing Agreements/Contracts.**

Return to:
Purchasing Division
(405) 366-5355 Fax (405) 366-5417
201 W. Gray Building C
Norman, OK 73069

Signature of Person Authorized to Sign _____	Date Signed _____
Print Name _____	Title _____



**The City of
NORMAN**

Authorization Agreement for Electronic Funds Payment

To assure prompt processing of your request, please complete the following information.

Please Print

SSN or Taxpayer ID No.: _____

Vendor Name: _____

Vendor Address: _____

City & State: _____ Zip: _____

Telephone Number: _____ FAX Number: _____

E-Mail Address: _____

Contact Person: _____

I hereby authorize The City of Norman and my financial institution to initiate deposit entries to my bank account. In the event of error, I authorize the institution to withdraw and return the same funds to The City of Norman.

Financial Institution: _____

Branch Location: _____

City & State: _____

Type of Account (Please Check One): CHECKING SAVINGS OTHER

ABA Routing Transit Number: _____

Account Number: _____



You must attach a voided check with this completed form.

Signature ✕ _____ Date: _____

Title: _____

Title VI Compliance Report of Employment
AS OF _____

EEO/AA OFFICER _____ TELEPHONE _____

COMPANY/FIRM NAME _____ PROJECT NO. _____

JOB CATEGORY	WHITE		BLACK		HISPANIC		ASIAN AMER		AMER INDIAN		OTHER (SPECIFY)		TOTAL	HANDI-CAPPED
	M	F	M	F	M	F	M	F	M	F	M	F		
OFFICIAL MANAGER														
PROFESSIONAL														
TECHNICIAN														
PROTECTIVE SERVICES														
PARA PROFESSIONAL														
OFFICE CLERICAL														
SKILLED CRAFT														
SERVICE MAINTENANCE														
TOTAL/ PERCENT														

STATEMENT OF COMPANY'S EQUAL OPPORTUNITY POLICY: _____

TITLE VI COORDINATOR NAME: _____ TELEPHONE: _____

SIGNED/TITLE: _____ DATE: _____

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSALS ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSERS PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS/REQUIREMENTS OR REQUEST FOR PROPOSALS MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THESE REQUIREMENTS AND INSTRUCTIONS.

1. **EXAMINATION BY PROPOSERS.** All proposers must examine the request for proposals, drawings, schedules, special instructions and these general requirements prior to submitting any proposal. Failure to examine is at the proposer's own risk.

2. **SUBMISSION OF FORMS.** All proposals must be completed in ink or typewritten, on the forms provided by the contracting entity prior to contract award. Any erasures or other changes must be initialed by the individual signing the proposal. The non-discrimination statement must be completed prior to pricing agreement/contract award. The anti-collusion affidavit must be executed by the proposer or an authorized representative and notarized prior to pricing agreement/contract award. The notarization must contain: [1] the notary's signature [2] jurisdiction where notarization took place (i.e., State of __, County of __), [3] date of notarization, [4] the notary's commission expiration date [5] the notary's commission number (Oklahoma) [6] the notarial seal and [7] comply with all other applicable laws.

3. **ORIGINAL PROPOSAL FILED WITH PURCHASING DIVISION.** *Hard Copy Proposals:* An original of the bid/proposal must be filed with the Fleet Administrative office in a sealed envelope which clearly identifies: [1] the proposal number, [2] description, [3] proposal opening date, and [4] the proposer's name and address. All proposals must be time stamped by the Fleet Administrative office before the hour specified on the opening data. Request for proposal (RFP) will be posted on the City's web site at: www.normanok.gov. The request for proposal may be downloaded from that site. Only sealed, hard copy RFPs will be accepted in reply.

4. **DESCRIPTIVE TERMS.** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not restrict proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the request for proposals. A proposed substituted item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.

5. **EXCEPTIONS.** Any exceptions [variances] to these instructions or request for proposals must be submitted in writing with the proposer's proposal. Failure to indicate any exceptions [variance] will be regarded as full compliance with these requirements, request for proposals and instructions and will be construed to mean that the proposer proposes to furnish the exact commodity as described in the request for proposals/requirements.

6. **UNIT PRICES.** A unit price for each unit proposed must be shown and include packaging and/or packing, if any, unless otherwise specified. If the quantity is an estimate, the unit price only shall be listed. On items where a quantity is specified, a total shall be entered in the appropriate column of the proposal schedule. If an error is made in extension of the price, the unit price shall prevail. Items or estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the proposer to the destination specified in the special instructions of the request for proposals.

7. **EXEMPTIONS FROM CERTAIN TAXES.** The purchase of certain items of equipment and/or materials by the contracting entity is exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the proposal prices. Upon request, applicable federal excise exemption certificates will be furnished.

8. **PAYMENTS AND DISCOUNTS.**

[a] Payment for the materials, supplies, or equipment as specified in the pricing agreement/contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s) and/or notarized claim voucher, if applicable. Purchases may be made using a purchasing card however; processing fees may not be added.

[b] Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. However, offered discounts will be taken if payment is made within the discount period.

[c] Late charges cannot be assessed against the City or a Trust.

9. DELIVERY.

[a] All prices quoted shall be based on delivery F.O.B. Norman, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the special instructions) with all charges prepaid to the actual point of delivery.

[b] Proposals must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids/proposals to be rejected. A successful proposer is required to keep the purchasing agent advised at all times of the status of the order. All materials, supplies or equipment shall be delivered within thirty (30) days from the date of the award of the pricing agreement/contract, unless specified otherwise.

10. AWARD OF PRICING AGREEMENTS/CONTRACTS. *The contracting entity reserves the rights to: award by item, groups of items or all items of the proposal; to reject any or all proposals in whole or in part; and, waive technical defects, irregularities and/or omissions.*

11. PROPOSAL BONDS. *If required by the request for proposals, a proposal bond [or a certified check or cashier's check] in the required amount must accompany the proposal. This bond may be retained by the contracting entity as liquidated damages should the successful proposer fail to comply with the terms of this bid/proposal. The City Clerk's/Secretary's office may return all bonds or deposits to unsuccessful proposers after the pricing agreement/contract has been awarded.*

12. PERFORMANCE BONDS. *If required by the request for proposals, the successful proposer must post the performance bond, a certified or cashier's check in the amount required prior to award of pricing agreement/contract. The proposal bond or deposit may be returned to the successful proposer upon the posting of the performance bond.*

13. PATENTS. *The proposer agrees to indemnify and save harmless the contracting entity, the purchasing agent and assistants from all suits and actions of every nature and description brought against the proposer and/or any assistants because or for the use of patented appliances, products or processes. The proposer shall pay all royalties and charges which are legal and equitable evidence of such payment or satisfaction shall be submitted upon request of the City/Trust, as a necessary requirement in connection with the final execution of any pricing agreement/contract in which patented appliances, products or processes are to be used.*

14. TERMINATION.

[a] The performance of services and/or the delivery of items under any pricing agreement/contract may be terminated by the contracting entity, in whole or in part, whenever it is determined to be in the best interest of the contracting entity.

[b] Any such termination will be effected by delivery to the proposer of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.

[c] After receipt of a termination notice, the proposer shall stop performance of services and/or accept no further orders under the pricing agreement/contract.

15. COMPLIANCE WITH APPLICABLE LAW. *All proposers must comply with all applicable federal, state or local laws and regulations. Including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. 2000d-et seq.*

16. SELF-INSURED. *The City or Trust is self-insured for its own negligence, subject to the Governmental Tort Claims Act, Title 51 sections 151 et.seq.*

17. RIGHT TO AUDIT. *The contracting entity shall at all times have the right to examine books, papers and records of the successful proposer relative to all aspects of the pricing agreements/contracts awarded as a result of this request for proposal to confirm pricing agreement/contract compliance. Failure to provide the requested information may result in termination of the pricing agreement/contract. This right to audit only affects pricing agreement/contract compliance as a result of this request for proposal, and does not apply to vendor records beyond the scope of the pricing agreement/contract.*

18. PROPRIETARY INFORMATION. *All material submitted to the City becomes public property and is subject to the Oklahoma Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the District Court. If the Proposer fails to identify proprietary information, he agrees that by submission of proposal that those sections shall be deemed non-proprietary and available upon public request. Notwithstanding this provision, Proposers must not identify the entire proposal as proprietary.*

REQUEST FOR PROPOSAL

VEHICLE PARTS MANAGEMENT AND SUPPLY SERVICES

FISCAL YEAR 2013-14

VEHICLE PARTS MANAGEMENT AND SUPPLY SERVICES

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AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS PAYMENT

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

**VEHICLE PARTS MANAGEMENT AND SUPPLY SERVICES
INSTRUCTIONS TO PROPOSERS**

1. INTENT:

The intent of this Request for Proposal is to obtain a contract/pricing agreement to provide vehicle parts management and supply services for The City of Norman Fleet Management Division.

2. SCOPE OF PRICING AGREEMENT/CONTRACT:

The contractor shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The City reserves the right to award this pricing agreement/contract to a single vendor or to multiple vendors, whichever is deemed to be in the City's best interest. You may submit a proposal on some or all items. If you choose not to propose one of the items respond by typing, "NB" in the space provided.

3. CONTRACTING ENTITY:

The term "Contracting Entity" as used throughout these request for proposals shall mean The City of Norman. However, should a PUBLIC TRUST, of which The City of Norman is Beneficiary, choose to avail itself of goods or services from the resultant pricing agreement(s)/contract(s), the contracted vendor(s) will honor the terms and conditions, including price, of the pricing agreement(s)/contract(s).

4. PRICING AGREEMENT/CONTRACT PERIOD:

The pricing agreement/contract shall be for one year with option to renew for two additional one year periods. The pricing agreement/contract shall be in effect commencing on the date of award as approved by the Norman City Council.

5. PRICING AGREEMENT/CONTRACT RENEWAL OPTION:

5.1.This pricing agreement/contract is renewable for two additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing agreement/contract, a written preliminary notice will be furnished to the contractor prior to the expiration date of the pricing agreement/contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

5.2.Upon receipt of the Contracting Entity's preliminary notice, the contractor shall, if desired, submit a written agreement to continue pricing agreement/contract performance for an additional one-year period.

5.3.Should the Contracting Entity exercise this option for renewal, the pricing agreement/contract as renewed shall be deemed to include this option provision except that the total duration of this pricing agreement/contract, including any renewals, shall not exceed three years.

5.4.In all cases pricing agreement/contract renewals shall be approved by the Contracting Entity's governing body, and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.

6. DELIVERY:

Proposers shall specify below their expected delivery times for the requested services. If a deadline is specified and no alternative is offered, it will be assumed that you will meet the stated deadline.

7. INSPECTION AND ACCEPTANCE AT DESTINATION:

7.1.Final inspection and acceptance shall be at destination.

7.2.Although source inspection by the Contracting Entity is not anticipated under this pricing agreement/contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections which it deems to be appropriate.

8. F.O.B. DESTINATION:

8.1.The contractor shall deliver each item F.O.B. Destination, Norman, Oklahoma, and to any and all points located within the City's corporate limits.

8.2.Inside delivery is required.

9. COMMERCIAL PACKAGING:

Preservation, packaging, packing and marking will be in accordance with contractor's best commercial practice, to provide adequate protection against shipping damage.

10. ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

10.1. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.

10.2. The contractor agrees to furnish all quantities ordered by The City of Norman and its related trusts during the pricing agreement/contract period.

10.3. The Contracting Entity agrees to place orders with the contractor for all its requirements for those items shown in the price schedule, as awarded, except as follows:

10.1.1. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.

10.1.2. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.

10.1.3. Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.

10.1.4. Quantities of items awarded under specific and separate pricing agreements/contracts.

10.1.5. Quantities of items which otherwise are determined to be outside the general scope and intent of this pricing agreement/contract.

10.4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.

11. ORDER OF PRECEDENCE:

In the event of an inconsistency between provisions of this pricing agreement/contract, the inconsistency shall be resolved by giving precedence in the following order: (i) pricing agreement/contract articles, (ii) general instructions and requirements for proposers, (iii) pricing agreement/contract instructions, and (iv) other references.

12. PAYMENT METHODS:

The ordering departments will utilize work order numbers or or independent issue of oil, antifreeze, etc. for ordering the materials they require as the need arises during the pricing agreement/contract period.

The City of Norman shall not be held liable for any and all damages sustained by vendors for delivery of materials awarded by pricing agreement/contract unless accompanied by an authorized work order. Delivery of materials to any Norman department without a work order document, work order number or failure to reference employee name, employee ID number and unit number given at the time the order is placed shall constitute an unauthorized purchase.

13. PAYMENT/INVOICE:

13.1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.

13.2. **FOR ORDERS PLACED BY WORK ORDER:** The original invoice must be mailed directly to The City of Norman, Fleet Management Division 1301 Da Vinci, Norman, OK 73069 or invoices may be e-mailed to fleetmaintenance@normanok.gov If invoices are e-mailed, a paper copy **should not** be mailed.

Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment could be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

13.3. **FOR ORDERS PLACED BY INDEPENDENT ISSUE:** Do not send invoices, statements etc. to Fleet Management for independent issue orders. Please send all purchasing documents directly to the buying division.

13.4. Invoices must contain the following information:

- a. Vendor's name and address
- b. Ship to address (department name)
- c. Work order number - **MUST BE INDICATED ON THE INVOICE**
- d. Itemization of each item purchased to include:
 - (1) description/stock number
 - (2) unit price

- (3) quantity
- (4) unit of issue (each, box, dozen, pound, etc.)
- (5) total price
- e. Total amount of invoice
- f. Date of delivery
- g. Employee ID number
- h. Equipment/vehicle number

13.5. Invoices should not reflect any outstanding back orders. The Contractor is responsible for deferring backordered parts onto the city's Faster Fleet Management system with detailed notes describing type of parts ordered and employee ID number who requested the parts order.

13.6. There is no obligation to purchase any items from this pricing agreement, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

14. WARRANTY:

14.1. The contractor warrants that at the time of delivery, all items furnished under this pricing agreement/contract will be free from defects in material or workmanship and will conform with the request for proposals and all other requirements of this pricing agreement/contract. All proposers will furnish with their proposal one copy of their warranty applicable to the supplies or equipment to be furnished. Any costs associated with the removal and replacement of failed parts during warranty shall be the sole responsibility of the Contracting Entity.

14.2. As to any item, which does not conform to this warranty, the contractor agrees that the Contracting Entity shall have the right to:

14.2.1. Reject and return each nonconforming item to the contractor for correction or replacement at the contractor's expense; or

14.2.2. Require an equitable adjustment in the pricing agreement/contract price.

14.3. This warranty shall be in addition to any other rights of the Contracting Entity.

14.4. All equipment warranties shall start on the date of installation, and will be for the full term of said warranty.

15. GENERAL PROVISIONS:

The following documents are attached or by this reference incorporated as a part of this pricing agreement/contract:

- a. Proposal/Pricing Agreement/Contract (Proposers Proposal)
- b. Non-Discrimination Statement
- c. Anticollusion Affidavit
- d. Requirements for Proposers

16. MATERIAL SAFETY DATA SHEETS:

Any Contractor supplying The City of Norman materials that require a Material Safety Data Sheet (MSDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- 16.1. Submitted as part of the proposal document*
- 16.2. Submitted prior to pricing agreement/contract award*
- 16.3. Submitted with the product invoice*
- 16.4. Submitted at the request of the City*

In all instances, the Contractor shall furnish the material safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to or from the City. The appropriate proposal number, pricing agreement/contract number, delivery ticket number or invoice number shall be clearly marked on the material safety data sheet or the composite concentration lists. Any question regarding this requirement should be directed to the following address:

*Norman Fleet Management Division
1301 Da Vinci
Norman, OK 73069-6560*

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OTHER PROVISIONS

LIABILITY & PROPERTY DAMAGE INSURANCE: *The Contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save The City of Norman harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor's operations and arising from acts or omissions of its employees and shall indemnify, defend, and save harmless The City of Norman from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees.*

In this connection, the Contractor shall carry Worker's Compensation in accordance with State Laws and Employers Liability Insurance in the following amounts:

Property Damage Liability - *Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.*

All Other Liability - *In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.*

Single Occurrence or Accident Liability - *In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.*

The insurance policies shall be issued by a company approved by The City of Norman. The City shall be furnished with a Certificate of Insurance, which shall provide that such insurance shall not be changed or canceled without ten days prior written notice to The City of Norman. Certificates of Insurance shall be delivered to The City of Norman prior to the commencement of the Agreement. The policy shall list The City of Norman as co-insured or additional insured.

RIGHT TO REJECT: *The City reserves the right to reject any or all proposals or to award the pricing agreement/contract to the next most qualified respondent if the successful respondent does not execute a pricing agreement/contract within 30 days after award of the proposal.*

CLARIFICATION: *The City reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.*

WITHDRAWAL OF PROPOSAL: *Any proposal may be withdrawn until the date and time set above for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the City the services set forth in the attached request for proposals, or until the proposals have been approved.*

APPROVAL OF INFORMATION RELEASE: *No reports, information, or data given to or prepared by the firm under the pricing agreement/contract shall be made available to any individual or organization without prior written approval of The City of Norman.*

TERMINATION: *This agreement may be terminated at the discretion of either party upon 30 days notice to the other party.*

INDEPENDENT CONTRACTOR: *Vendor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this pricing agreement/contract.*

SELECTION COMMITTEE: *There will be a Selection Committee composed of members agreed upon by the Finance Director, Public Works Director and the Fleet Superintendent.*

Selection Process

A. Right to Reject

The City of Norman retains the right to reject all proposals and to re-solicit if deemed to be in the best interest of the City of Norman.

B. RFP Review Process

The City of Norman will review responses to this RFP that meet the requirements enumerated and are received prior to the designated closing date. Firms without adequate insurance, in minimum amounts set forth herein, to protect the City's interest will not be considered and will not be evaluated.

Upon review of all qualified proposers, the selection committee will independently rank all the qualified proposers. The highest ranked proposers may be asked to make an oral presentation for further evaluation. The highest ranked proposer will then be chosen by the committee.

The City will negotiate a contract based on the services listed in the Scope of Work and based on a three (3) step process:

- (a) The highest ranked proposer will be contacted and contract negotiations will begin.
- (b) The City will attempt to negotiate a contract that represents fair and reasonable prices with the best qualified firm.
- (c) If the City is unable, after good faith efforts, to negotiate a satisfactory contract with the highest ranked proposer, the City shall formally end negotiations with that proposer and begin negotiations with the second highest ranked proposer.

Ranking Criteria	<u>Max. Possible Points</u>
Qualifications and experience	35
Specific Methodology and costs to perform services	20
Financial Stability	20
References	15
Oklahoma Based Firm	05
Norman Based Firm	<u>05</u>
Total	100 Points

Proposed Project Schedule

The services sought by the City of Norman shall meet the following schedule:

EVENT	DATE
Pre-Proposal Conference	February 20, 2014
Proposal Submission	February 28, 2014
Interviews (if necessary)	March 7, 2014
Consultant Selection	March 7, 2014
Council Approval of Contract	March 25, 2014
Notice to Proceed	March 26, 2014

TECHNICAL SPECIFICATIONS

REQUEST FOR PROPOSAL

**Vehicle Parts Management and Supply
Department of Public Works
Fleet Management Division**

INTENT AND PURPOSE

The intent of this Request for Proposal (RFP) is to provide The City of Norman with proposals for the purpose of providing vehicle parts acquisition and distribution for The City of Norman's Fleet Management Division.

*This RFP does **not** commit The City of Norman to award a contract, or to any obligation for costs incurred in the preparation in response to the RFP. Furthermore, the City reserves the right to accept or reject any or all proposals received as a result of this RFP and to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is determined to be in the best interest of the City to do so.*

17. MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal Conference will be conducted on Thursday, February 20, 2014 at 10:30 a.m. for all proponents who desire to bid on these specifications. This conference will be held in the Fleet Management Conference Room at 1301 Da Vinci, Norman, OK 73069. All vendors wishing to be considered for this proposal are required to attend this meeting.

Please notify Sharon Hamilton, Fleet Administrator, of your intention to attend.

Sharon Hamilton
Phone: 405-292-9709
Fax: 405-292-9710

sharon.hamilton@normanok.gov

The purpose of the conference will be to answer any questions concerning these specifications and to receive any requests for amendments to the specifications as suggested by interested Proponents. The City makes no assurances that any such requested amendments will be incorporated into the specifications.

Questions to be addressed at the Pre-Proposal Conference should be submitted to Sharon Hamilton in writing no later than Tuesday, February 18, 2014.

18. TERMS OF AGREEMENT

If a contract is awarded as a result of this RFP, it is expected that the contractor will commence performance of services the date of contract award by the City Council of The City of Norman.

The term of this contract shall be for one year with the option to renew for two additional twelve-month periods upon mutual agreement of both parties.

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Agent or designee, generally at least ninety days before the expiration date of the current contract.

A meeting will be held no less than sixty days prior to the end of each agreement year. During this annual meeting between the City and the Contractor, the Contractor will present a summary of accomplishments relative to performance standards, budgets and overall performance. The presentation will also include recommendations for change to improve performance during the upcoming year.

19. OVERVIEW OF FLEET OPERATIONS

The Fleet Management Division (FMD) operates one maintenance location. The FMD fleet consists of 887 vehicles and other related equipment. Approximately \$1.2 million is spent to procure parts and related supplies throughout FMD annually.

Facility Location

1301 Da Vinci, Norman, OK 73069

Refer to Attachment #1 for a description of The City of Norman vehicle fleet, which would be covered under requirements of this Request for Proposal.

19.1. SCOPE OF SERVICES

19.1.1. **General Vendor Information**

*The selected contractor shall provide personnel, management, parts, and supplies necessary to run an efficient and effective on-site parts operation that covers all hours worked by the fleet facility, including overtime due to peak demand and emergency operations. All parts, (including specialty equipment, oils, lubricants, tires and batteries) necessary to maintain, repair and operate fleet vehicles (**to include automobile, light, medium and heavy trucks, emergency vehicles, heavy machinery and equipment**), plus those items used by other agency personnel that have been traditional stock items of the now existing parts rooms, will be covered by the resulting contract.*

19.1.2. General Parts Information

Original Equipment quality parts, supplies, and equipment or the equivalent or better are required. It is expected that the contracted vendor will be able to provide all of the parts required. However, FMD reserves the right to purchase parts and other supplies from the contractor, within the time frames specified, cannot provide, or that do not meet Original Equipment quality, or that are deemed inferior or unacceptable by the fleet facility. The City reserves the right to solicit repairs from any private vendor where said vendor may provide parts and/or labor for the repair of fleet equipment. FMD reserves the right to require supervisor approval on all parts ordered over a cost of \$200 and show a cost comparison between OEM, after market and contractor's brand. The City further requires that in every application where reasonable and acceptable, the contractor provide retread, rebuilt, refurbished, recycled, or re-refined products that meet or exceed OEM, SAE, UL, Mil-Spec, ANSI or other industry quality standard. FMD reserves the right, over the course of the contract period to determine which products must be new, refurbished recycled, or retread. The contractor shall also accept industry standard cores for rebuilding where the parts are acceptable as core exchanges, including water pumps, carburetors, pumps, alternators, starters, engine blocks, etc. The respective fleet facility will work with the contractor throughout the contract period to determine parts, supplies and equipment to carry in inventory. This determination may be based upon usage, fleet size, and need of the part(s), ordering, turnaround time, or any combination of these factors.

19.2. VENDOR REQUIREMENTS

19.2.1. *The contractor shall have access to and control over sufficient inventory provided either by the contractor's on-site or off-site stock, its own warehouse, original equipment manufacturer and/or by negotiation with one or several local parts operations to furnish 90% of the parts requirements on demand and 95% of the parts requirements within two hours of demand. The contractor shall evaluate the usage history of the current inventory of vehicle parts and thereafter on a monthly basis to identify those that should be removed from stock, added to stock, and to determine the stocking levels of those that should remain in stock. The contractor shall adhere to the stock reorder plan detailed in their proposal. Prompt response time to parts requested is crucial.*

19.2.2. *The contractor must purchase any existing FMD inventory, as determined at the start of the agreement, at current FMD cost, and issue The City of Norman payment for said inventory. If a contract is awarded as a result of this request, FMD and the successful contractor shall conduct an inventory of the then existing FMD parts inventory.*

19.2.3. *The contractor shall provide stock and non-stock original equipment parts, supplies and equipment, or aftermarket items in equal or higher quality. The contractor shall further provide in-house hydraulic hose fabrication capabilities and all associated equipment and hoses. All hydraulic equipment, components and parts*

must meet JIC and SAE specifications. The contractor will provide samples of all petroleum based products on a routine basis for analysis. The City reserves the right to inspect the quality of materials, supplies and equipment proposed to be furnished and to reject any item(s) deemed not to meet original equipment standards and performance. All such items provided by the selected contractor for resale will remain the property of the contractor until such item(s) are issued to the City. At its discretion, the City may elect to purchase and maintain ownership of certain specialized items. The City reserves the right to purchase parts and/or services from other sources if the contractor cannot obtain the desired part(s) by start of business the day following request and, in emergency situations, to procure parts immediately, if the contractor cannot supply the part(s) in an acceptable time frame. The contractor will be responsible for any cost above the cost specified in the contract in such cases. Additional charges incurred by the City in this case will be deducted from the contractor's monthly invoice.

19.2.4. *The contractor shall not issue parts or supplies to City personnel without a proper work order/parts requisition. The contractor shall give a receipt containing specific information, identified by **FMD**, with items delivered to the City's employee for each work order/parts requisition. A second copy of the receipt will be given to the **FMD** administrative section on a daily basis.*

The receipt shall contain specific tracking information, i.e., vehicle number, work order number, receiving employees name, legible signature(s), employee ID number, part quantities, part number, part description, price detail and any other data deemed necessary for effective accounting tracking. A duplicate of each transaction must be provided with the billing for verification of accounting transactions.

*With a Fleet Supervisor's approval, the contractor may be required to open a **FMD** work order for parts issued to a customer who has no service/work order.*

19.2.5. *The contractor shall maintain warranty records of items sold to the City and issue any credits, including labor and parts, due the City that are covered under these warranties.*

19.2.6. *All items must include full manufacturer's warranties and guarantees. The contractor must guarantee all items purchased for equipment repair and maintenance applications will fit the intended application and further guarantee that the product will work on the intended application. On-site replacement for defective, inferior, or non-fit items must be guaranteed.*

19.2.7. *The contractor shall use current state of the art computer hardware and software to control and report on its operations. The computer system shall be capable of, but not limited to, providing online information on the Parts facility inventory and other contractor owned inventories, monitoring and reporting the status of parts on hand, parts on order, parts on back order, usage of parts and services, costs, billing information and historical data on vehicles and equipment. This information will be made available to **FMD**. Until the City and contractor's*

computer systems are integrated, the contractor shall be responsible for entering information into both the contractor system and the city's Faster Fleet Management system. The contractor is responsible for adding notes onto the city's Faster Fleet Management system.

19.2.8. The contractor shall provide comprehensive activity reports from its computer database on a weekly basis. Some activity items, such as, but not limited to, lost sales, back orders and number-of-days on order will be required on a daily basis. The contractor shall further provide comprehensive cost comparison analysis of each part sold from past history of parts issued monthly from its computer database and on FMD computer system. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive them on whatever frequency needed (i.e. daily, weekly or monthly).

*19.2.9. The contractor will use an automated system to identify by manufacturer part number and track all parts. The automated system will be compatible with the computer system used by the contractor and/or **FMD** and integrated with the system's inventory control plan.*

19.2.10. The contractor shall be responsible for the cost of interfacing their parts system into the City's Faster Fleet Management computer system. The interface shall be accomplished within the first six months of the contract period.

Documentation from Faster Fleet Management to the effect that they, Faster Fleet Management, will be able to provide an interface between Faster Win 6.2 and the successful Proposers automated system is to be provided with proposal documents.

19.2.11. The contractor shall provide sufficiently trained, knowledgeable and service oriented personnel to efficiently and effectively operate the total parts function as detailed. The City of Norman prefers ASE certified parts technicians. The contractor's proposal shall include provisions for staffing not only during normal working hours but also during times of emergency, inclement weather, holiday, vacation and sick leave. The contractor is required to have someone available on-call to issue parts after normal hours for emergency vehicle repairs. The contractor shall be responsible for the hiring, staffing, promoting, transferring and dismissal of any person employed in the performance of the resulting contract. The contractor shall also be responsible for all wages, taxes, fringe benefits and training of these employees. The contractor shall list with title of position on the proposal how many on-site parts attendants will be in attendance on a daily basis.

19.2.12. The City will interview and must agree on the parts manager selected by the contractor. The City will require a background check and drug screening for all contractor employees performing daily on-site work. The City reserves the right to require that the contractor discipline any employee that is deemed detrimental to the parts operation. The contractor must comply with all such requests.

19.2.13. *The City reserves the right to request that the contractor's personnel perform reasonable Fleet Management activities in addition to those required by the issuing contract when appropriate. Examples include, but not limited to:*

19.2.13.1. Facilitate replacement of vehicle glass by local vendors;

*19.2.13.2. Facilitate road-side tire service from **FMD** approved local vendors;*

19.2.13.3 Open and close the Parts room and perform minor cleaning and caretaking of the facility, etc.

19.2.14. *The contractor or the contractor's employees shall direct any comments, questions or concerns during the course of the resulting contract to the **FMD's** Superintendent, or designee.*

19.2.15. *The City will provide secure operations and a storage area of 1266.8 square feet for parts and 518.4 square feet for tires to the contractor free of charge. This will include heat, electricity, water, desks, phone service, terminal for the City's computer system, restroom and other such facilities and services that may be mutually agreeable. Any additional storage needed will be the responsibility of the Contractor.*

The City's Specialty tools and equipment will be available for city employees on a check in/check out system that shall be managed by the contractor with a documented system.

19.2.16. *Any required changes in the physical layout of the parts room should be indicated in the proposal. This will include any structural improvements deemed necessary for the function and layout of the area.*

19.2.17. *The contractor will provide specialized equipment such as terminals and printer for contractor's computer system, office machines, file cabinets, shop equipment, vehicles and other facilities and services that may be mutually agreeable.*

19.2.18. *Neither **FMD** employees nor any other individual or private enterprise will be allowed to purchase parts or supplies from the on-site parts store operations. Operations, stock, facilities and management from the on-site parts store are to be used solely for the fleet facilities needs outlined herein. No parts shall be issued for personal use. Nothing herein however should prevent the contractor from transferring parts stock from one fleet facility shop to another to meet immediate needs of participating agency fleets.*

19.2.19. *The contractor shall exercise total control over and responsibility for the facility. No one may enter the facility without the permission of the contractor's management personnel. **FMD** will retain access to the general area for routine maintenance and emergency repairs on the building or the building systems. The contractor will be granted access to the facility during non-operational hours whenever necessary to perform such activities that cannot be done during operational hours.*

FMD shall exercise total control over and responsibility for the fleet facility. No one may enter the facility without the permission of FMD management personnel.

19.2.20. The contractor shall be responsible for all costs associated with providing inventory, pickup/delivery, personnel and administrative overhead to operate the facility. The contractor shall define the cost accounting methodology to be used to recover these costs. Upon request, the contractor shall provide the City with current verifiable price schedules of parts/supplies purchased during the contract period.

19.2.21. The contractor will invoice the City for parts purchased in the preceding week on a weekly basis. The invoice shall contain a complete account of all activity for the week. Additionally, the invoice shall contain the cost of all parts sold to the City, cost of transportation and special shipping for special order requests on direct charge and/or non-stock items as specified in the resulting contract. The City is not to be charged freight charges on stock parts or parts available in the Oklahoma City Metropolitan area, nor will stock part premium prices be paid if the contractor is not adhering to the proposed reorder plan. The invoice shall not include restocking fees. Credit will be applied at the time of sale, where applicable. The weekly parts invoices will be paid by check.

19.2.22. The contractor will invoice the City for reimbursement for staffing and other applicable items on the terms and conditions as specified in the resulting contract on a calendar month basis no later than the first week following the end of the calendar month. Any modification to these periods must have prior approval by FMD staff. The contractor is required to provide backup documentation for all charges invoiced.

19.2.23. The contractor shall provide training to City employees as deemed appropriate for use of new or current products. The cost, if any, for such training will be mutually agreed upon between the City and the contractor.

19.3. WASTE PRODUCTS

The contractor shall be expected to provide on-site, removal or recycling services for the following: used oil, used antifreeze, used refrigerant, scrap and retreadable tire casings, used batteries and battery acid applying credit to the City for any revenue gained from said disposal. Credit shall be noted on invoice. Disposal of any such products shall be only in a manner prescribed by Federal, State and local laws. The fleet facilities shall have the right to obtain copies of all manifests and other records for the shipping and disposal of such products to ensure proper disposal, handling and shipping, in accordance with all applicable laws. The proposal shall include disclosure of any notice of violation received by the proposer concerning shipment or disposal of any such product or other hazardous material.

19.4. SUBMITTAL REQUIREMENTS

19.4.1. FORMAT

*The proposal must be presented in tabs as described in the paragraph that follows. To be considered substantive, the proposal must respond to all requirements that are part of the Request for Proposal. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the selection committee. Proposals not providing this reference will be considered to have no reference included in the additional documents. **The vendor must provide 5 sealed bound proposals for each Part (as described below).** Of the 5 copies submitted, at least one must contain original signatures and be marked "Original." **EACH PROPOSER SHALL ACCOMPANY THEIR PROPOSAL WITH A FULLY EXECUTED AND NOTARIZED COPY OF THE ATTACHED ANTI-COLLUSION AFFIDAVIT AND A SIGNED NON-DISCRIMINATION STATEMENT.***

19.4.2. CONTENT

Part 1 (Technical Proposal) and Part 2 (Cost Proposal) should be submitted as two separately bound sections. Each part should contain separate, clearly labeled sections as described below:

Part 1 Technical Proposal

- 1. **Letter of Introduction:** A cover letter introducing the firm, describing the ownership, including the proposer's complete address, phone number, fax number and signed by an authorized agent.*
- 2. **Statement of Project:** State in concise terms, your understanding of the project presented by the Request for Proposal.*
- 3. **Management Summary:** Include a narrative description of the proposed offer and list of services that will be rendered.*
- 4. **Project Approach:** Describe in narrative form the technical plan for accomplishing the work and the service that will be provided under section **VI. Vendor Requirements**. Include time frames from award of contract to full service operation, the resource requirements you anticipate from **FMD** staff and equipment and other capabilities that your firm possesses. Include proposed level of inventory in terms of percent of requests filled on demand and by start of business the day following request, accessibility to inventory in remote locations. Stock reorder plan, delivery response times, computer system description, implementation plan and any other information that impacts your firm's ability to provide the service outlined in this Request for Proposal.*

5. **References:** Provide a history of your firm and a list, with customer references, of similar projects the size of The City of Norman's parts operation that your firm has completed and/or is currently working.

6. **Financial Statement:** Provide the most current year-end audited financial statement, which includes trial balance and income statement.

Part 2 Cost Proposal

1. **Staff Cost Proposal:** Define in detail the proposed methodology to be used to determine prices to charge the City for staffing the proposed facility. Address staffing during times of emergency. Provide an hourly labor rate for each of the job classifications contained in the staffing plan.

2. **Parts and Supply Cost Proposal:** Define in detail the proposed methodology to be used to determine prices to charge the City for parts. If the proposal references discounts from trade price list, include a copy of any such list. The proposal will include base figure definition from which discounts are calculated. Identify sources of supply and price list references sufficient to satisfy all parts requirements for the vehicles and equipment listed in Attachment #1.

A list of some of the most commonly used parts by FMD is provided on Attachment #2. Prospective contractors **must complete the part cost section** of Attachment #2 and submit it with their proposals.

3. **Services Cost Proposal:** In addition to the cost of the parts and supplies, the Proposer shall provide a method of charging for the services identified in this RFP. The method of charging shall be provided in complete detail.

19.5. SELECTION PROCESS

The Public Works Department shall form an Evaluation Team to review the submitted proposals. The Evaluation Team will conduct a preliminary evaluation of all proposals on the basis of the information provided in the Technical Proposals. The Cost Proposals will be evaluated separately, and only after the Technical Proposal evaluation is complete. Proposers may be asked to meet with the evaluation team and make an oral presentation of their proposal and answer any questions the evaluation team may have.

The City of Norman shall form a Selection Committee, composed of the Director of Public Works, Finance Director, FMD Superintendent, or their designees. The two designated persons may appoint additional members to the committee if their skills and background would contribute to the evaluation of the project proposals received. The Selection Committee will base their evaluation on the Technical Proposals first and will then evaluate the Cost Proposals. The Selection Committee

will rank each proposal based on the following criteria and other such criteria, as the Committee deems necessary, including:

- A. Professional qualifications, specialized experience and technical competence of the Proposer with respect to the type of parts operation described herein.*
- B. Capacity and capability of the Proposer with respect to such factors as cost control, quality of work and ability to provide services in a timely manner described herein.*
- C. Record of the Proposer of past performance in providing this type of parts operation to other agencies and private companies.*
- D. Proximity to and familiarity with the service area.*
- E. Qualifications and experience of the professional and technical staff of the Proposer with respect to the project described.*
- F. Financial standing of the Proposer.*
- G. Estimated schedule for the full implementation of the parts acquisition project.*
- H. Overall cost to the City of the proposed parts operation.*
- I. The proposal that is most advantageous to the City.*

The City will require the selected Proposer to participate in negotiations. If the City is unable to reach an acceptable agreement including a fair and reasonable cost proposal for the work and acceptable terms and conditions, the Superintendent of the Fleet Management Division may request that the Director of Public Works terminate negotiations and continue with the next highest ranked Proposer until such time as the City has negotiated an Agreement to meet the needs of the City.

The City reserves the right to terminate this procurement at any stage if the Purchasing Agent determines it to be in the City's best interest. In no event will the City be liable to Proposers for the cost or damages incurred by Proposers, team members, sub-proposers, or other interested parties in connection with the procurement process, including but not limited to any costs of preparing the RFP response and participation in any conferences, oral presentations or negotiations.

The City reserves the right, at any time and in its sole and absolute discretion, to reject any or all proposals, to withdraw the RFP without notice, or to use the proposals as a basis for negotiation with one or more Proposers.

19.6. ADDITIONAL REQUIREMENTS AND INFORMATION:

19.6.1. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. The City of Norman is not bound by any oral representation, clarifications or changes made in the written specifications by City of Norman employees unless such clarification or change is provided to Proposers in written addendum form from the Fleet Management Division.

19.6.2. ALTERING PROPOSALS:

Proposals cannot be altered or amended after the submission deadline. Any interlineations, alteration, or erasure made before the proposal opening date and time must be initialed by the signer of the proposal guaranteeing authenticity. Proposals must be submitted in ink or typewritten. Penciling will not be accepted.

19.6.3. RIGHT TO AUDIT:

Proposer fully understands and hereby agrees by the submission of this proposal that should the Proposer be awarded a contract with the City to furnish the goods, services, materials and supplies called for hereunder, the Proposer shall, upon any reasonable request by the City, and during Proposer's normal business hours, grant City staff ingress onto Proposer's premises where Proposer's books and records are kept and further agrees that Proposer shall provide City staff personnel reasonable access to and such clerical assistance as the City's staff may require for examination and audit of Proposer's books and records as they relate to goods, services, materials and/or supplies furnished to the City during the term of any contract resulting between Proposer and City pursuant to this proposal.

19.6.4. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

19.6.4.1. During the performance of this contract, the contractor agrees as follows:

19.6.4.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

19.6.4.1.2. The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

19.6.4.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

19.6.4.2. The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

19.6.5. AWARD OF CONTRACT:

The contract shall be awarded to the firm whose proposal is responsive to the RFP and is most advantageous to the City, considering the factors identified in the RFP.

19.6.6. INSURANCE

The Contractor assumes all risks incident to or in connection with its purpose to be conducted hereinunder and shall indemnify, defend and save The City of Norman harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor's operations and arising from acts or omissions of its employees and shall indemnify, defend, and save harmless The City of Norman from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees.

In this connection, the Contractor shall carry Worker's Compensation in accordance with State Laws and Employers Liability Insurance in the following amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

The insurance policies shall be issued by a company approved by The City of Norman. The City shall be furnished with a Certificate of Insurance, which shall provide that such insurance shall not be changed or canceled without ten days prior written notice to The City of Norman. Certificates of Insurance shall be delivered to The City of Norman prior to the commencement of the Agreement. The policy shall list The City of Norman as an additional insured.

19.6.7. CONTRACT AND PERFORMANCE BOND

A **PERFORMANCE BOND** in the amount of **\$1,000,000.00** will be required at the time of contract signing, as well as proof of any insurance documents required herein.

19.6.8. PERFORMANCE BONDS, CONTRACTS AND/OR EVIDENCE OF INSURANCE

Performance bonds, contracts and/or evidence of insurance required of the successful proposer on this proposal solicitation must be delivered to:

**THE CITY OF NORMAN
FLEET MANAGEMENT DIVISION
ATTN: MIKE WHITE
1301 DA VINCI
NORMAN, OKLAHOMA 73069**

Each performance bond or insurance certificate **MUST BE IDENTIFIED WITH THE PROPOSAL REQUEST NUMBER OF THIS PROPOSAL SOLICITATION (RFP1314-47).**