



# **ALABAMA A&M UNIVERSITY**

**REQUEST FOR PROPOSALS  
FLEET MAINTENANCE PROGRAM  
RFP #P0022**

**Issuance Date: 5/26/2021  
Proposal Due Date: 6/8/2021  
@ 2 pm.**

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## 1. NOTICE OF REQUEST FOR PROPOSALS

Alabama &M University is seeking Proposals for Fleet Maintenance Services and related responsibilities. A copy of this Request for Proposal can be obtained at the following online link(s): **AAMU Purchasing webpage**

<https://www.aamu.edu/about/administrative-offices/purchasing/>

or

<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=55df4993-1fea-423e-a2af-7d0075907669>

All Offeror questions must be sent by email to Marshall Chimwedzi, Director BTS  
@marshall.chimwedzi@aamu.edu

Proposals will be accepted until 2:00pm CST on June 8<sup>th</sup>, 2021 at 2:00 p.m. Please send one (1) signed and executed original, one (1) digital copy of the Proposal and five (5) additional copies. All bids/proposals received must be provided in a sealed envelope or box **clearly marked “Proposal for Fleet Maintenance RFP P0022”**. **Packages must be addressed to:**

Jeffrey Robinson  
Purchasing Department  
Alabama A&M University 305 Patton Hall  
4900 Meridian Street  
Normal, Alabama 35762

Proposals deemed late will not be accepted and will be automatically disqualified from further consideration.

### **SOLICITATION SCHEDULE AND TIMELINE**

<b>RFP Released</b>	<b>May 26th, 2021</b>
<b>Deadline for Questions</b>	<b>June 4th, 2021 @ 5 pm.</b>
<b>Proposals Due</b>	<b>June 8<sup>th</sup>, 2021 by 2 pm.</b>
<b>Evaluate Proposals</b>	<b>June 8th, 2021 – June 11thth, 2021</b>
<b>Approve Maintenance Program</b>	<b>June 15th, 2021</b>
<b>Negotiate and Award Contract</b>	<b>June 16th 1, 2021 – June 23rd, 2021</b>

## 2. INFORMATION FOR PROPOSERS

### **Background**

Alabama A&M University operates a mixed fleet of one hundred (100+) vehicles. The University is responsible for its own rolling stock asset and operation management. An electronic spreadsheet of fleet vehicles is included (see Exhibit I ).

Vehicle and equipment repairs and preventative maintenance are currently performed based on manufacturer's specifications.

This Request for Proposals (RFP) is intended to secure the services of an experienced Contractor to provide preventative maintenance services, routine repair work and warranty work as necessary for the University.

### **Terms**

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

**Proposal(s):** Proposal(s) may refer to a quote, proposal, sealed bid, or set of qualifications that is to be submitted by the Proposer.

**Proposer:** Proposer(s) shall refer to a firm, agent, company, or person submitting a Proposal(s).

**Solicitation:** Refers to this document.

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

**Contract:** Contract shall mean an agreement executed by the University and the Contractor for the performance of the work and services, and the furnishing of materials or equipment, or both, as set forth in this Request for Proposals. The documents that will form the Contract include this "Request for Proposals," all Exhibits hereto, the winning Proposer's "Proposal," and the subsequent "Contract Agreement."

**Contracting Officer(s):** Contracting Officer(s) shall mean the designated representative(s) of the University with the authority to direct and modify the Contract Agreement with the

Contractor.

**Fleet:** Fleet shall mean all of the units listed as well as units that may be added to or deleted from the University fleet, subject to agreement by the Contractor.

### **Request for Proposal Intent**

It is the intent of the University to procure the services of an experienced Contractor who will be responsible for the maintenance and repair of a mixed fleet of 100 (100) vehicles.

The goals of this procurement include:

- Reduced overall fleet maintenance cost.
- Improved vehicle and equipment availability.
- Increased overall fleet operating efficiencies including a reduction in capital expenditures for fleet assets.
- Dependable support.

The University reserves the right to award the contract without interviews or presentations.

The University expects the final agreement to be similar to and include all the work elements of the Scope of Work within this RFP.

Substantial deviations from the minimum requirements of this RFP and the Scope of Work may be considered at the discretion of the University.

### **Qualifications of Proposers**

The University may make such investigation as they deem necessary to determine the ability of a Proposer to furnish the required services, and the Proposer will furnish to the University all information and data for this purpose as the University may reasonably request.

The University reserves the right to request a tour of qualified Proposers' current fleet maintenance location prior to Contract award.

The University reserves the right to reject a proposal if the evidence submitted by or the investigation of such Proposer fails to satisfy the University that such Proposer is properly qualified to carry out the obligations of the Contract and to deliver the equipment and services described herein.

***The University reserves the right to reject any and all Proposals, to waive any and all informalities or to negotiate with any qualified Proposers, and to accept or reject all proposals as deemed in the best interest of the University.***

**Method of Award**

The University will enter into contract negotiations with the highest-ranked Proposer based on the combined scores of the written proposal, any oral presentation, any site visitations, and evaluations by the University.

The Contract will be awarded to the most qualified Proposer whose offer conforms to the Request for Proposals and whose offer is most advantageous to the University. This RFP specifies the Scope of Work required for this project. The successful Proposer, to whom an award is made, is required to enter into a Contract with the University. The University reserves the right to delete, add to or alter provisions of the Contract prior to execution and any amendments thereafter shall be mutually agreed upon in writing.

**Evaluation of Criteria**

The University will designate an evaluation and selection Committee who will use the following evaluation to evaluate submitted proposals, with the general evaluation categories and total possible score per category being as follows:

	Score
<i>Proposal Cost</i>	25
<i>Proposer’s experience measured in terms of Proposer’s performance in fleet management and maintenance for similar fleets. Proposer must possess a minimum of ten (10) years of experience in performing fleet management and maintenance with fleets of comparable size and mix.</i>	20
<i>Responsiveness to RFP Requirements measured in terms of the Proposer’s approach to meeting the requirements of the Scope of Work and satisfying the University goals as outlined in the INTENT section of this RFP.</i>	20
<i>Qualifications measured in terms of relevant experience of key personnel and their ability to execute the project. Included in this evaluation is key management personnel responsible for the oversight of this contract, which will be measured in terms of tenure with the company and years at current position. Proposers should provide address of nearest support office in relationship to this contract</i>	20
<i>Understanding of the project measured as the Proposer’s perception of the issues to be addressed in this project.</i>	15

### 3. PROPOSAL SUBMISSION REQUIREMENTS

Proposer will submit a Proposal the University fleet management and maintenance project to meet the minimum requirements identified. The requirements stated herein do not preclude the Proposer from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

#### **Part I - Understanding**

Proposer will include in Part I an understanding of the specific fleet management and maintenance issues facing the University and a general statement of the solutions the Proposer plans to offer the University.

#### **Part II - Scope of Services**

Proposer will include in Part II their approach to completing the work elements described in the Scope of Work section of this RFP. The Scope of Services will address each task in the Scope of Work, listed numerically to correspond with the RFP.

#### **Part III - Management Approach**

The Proposer's approach to management of the fleet and this assignment are to be included in Part III. This section should include complete staffing and management information, including a listing of full-time equivalent personnel. A reporting structure will be provided along with the specific responsibilities of each delineated position. The Proposer's Management Approach should include Quality Control programs and other Management Control programs deemed necessary by the Proposer for effective fleet management and maintenance.

#### **Part IV – Description of Maintenance Management System**

Proposers should include in their Proposals to the University a complete description of the Contractor's management system, including sample reports.

#### **Part V - Plan**

Proposers should include in Part V complete details regarding their proposed start-up

plan for the Contract with the University, including additional staffing and corporate resources that will be utilized during the contracted period. Proposers should pay particular attention to the issues the Contractor and the University will face during their current contracted services.

Proposers should outline any additional costs to the University associated with the services.

## **Part VI - Qualifications and Experience**

Proposals must include in Part VI a brief summary of applicable past experience to show proven and demonstrated ability to execute the requirements of the RFP. Proposals must include a minimum list of **three (3) references**: current clients for whom the Contractor provides similar fleet management and maintenance services, if not please provide any other references from customers and or suppliers. The listing should contain the following information for each client:

- a. Contact name and title
- b. Address
- c. Phone number
- d. Type and composition of fleet
- e. Number of vehicles and pieces of equipment
- f. Period of performance
- g. Whether Contractor converted the fleet maintenance from the client's former in-house operation or Contractor assumed a previously converted fleet maintenance program
- h. Services provided

## **Part VII - Cost Proposal**

Part VII will include the Proposer's complete cost for the first year, markup on reimbursable items (Non-Target), and regular and overtime labor rates for directed work and emergencies.

Additional costs associated within costs from in-house to contracted services should be outlined separately and clearly stated in this section of the Proposer's Proposal.

Any exceptions to the requirements or pricing assumptions of this RFP taken by the Proposer in formulating the Proposer's cost Proposal must be clearly stated



and explained in this section.

**Cost Methodology/Breakdown (See Exhibit H, Section 7.7):**

**Labor:** The price for actual labor hours expended in servicing the equipment should be stated as a per hour rate.

**Parts and Tires:** Parts and tire pricing should be stated as an amount that can be quantified by the University. The Proposer should provide its specific prices for the items given below.

**Non-Target:** Non-target services and parts are reimbursable items. These are items that will be reimbursed monthly by the University to the Contractor at the Contractor's actual incurred cost, plus the Contractor's proposed markup. Reimbursable items include the following cost items:

Parts/Supplies/Outside Services

Directed Items

The actual cost of accident repairs, towing, or transportation for accidents shall not be included as part of the Non-Target rate.

**Additional Costs or Fixed Price:** Any additional costs that may be affixed to this service. Administrative accident services are to be included in this category. The cost to administer outside repairs shall be included in Additional Costs or Fixed Price.

**Adjustments to Price:**

***Annual Adjustments: Any fixed Price and the price of labor will be adjusted based upon adjustment in the Consumer Price Index (CPI), as reflected in changes to that index from the date of implementation of this contract and adjusted every year at the anniversary of the start date.***

**Part VIII – Exhibits**

***All Exhibits must be signed and submitted with the Submitter's Proposal.***

**Part IX - Other Requirements**

1. Copies of certifications.

2. Proof of Insurance as per Mandatory Insurance Requirements
3. List of Sub-Contractors

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

**FAILURE TO INCLUDE ALL REQUIRED SUBMISSION MATERIALS MAY RENDER THE PROPOSAL NON-RESPONSIVE, AS DETERMINED BY THE UNIVERSITY.**

## **GENERAL CONDITIONS & GUIDELINES**

1. **Requirements:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") must receive each vendor's bid/proposal package by mail or hand delivered no later than 2:00 P.M. Central Time on the bid/proposal submission deadline, which will also be the date and time of the bid/proposal opening. Unless otherwise noted, the bid/proposal opening will take place at:

Alabama Agricultural and Mechanical University  
Purchasing Department  
4900 Meridian Street Patton Hall,  
Room 305 Normal, AL 35762

All bids/proposals received must be provided in a sealed envelope or box **clearly marked "Proposal for Fleet Maintenance RFP P0022"**. (Ala. Code § 41-16-54 (b)) A faxed or emailed bid/proposal does not meet the requirements of the statute because it is not sealed, and all such bids/proposals will be deemed ineligible for award. (Attorney General's Opinion # 91-016)

Mailed sealed bids/proposals sent to the Purchasing Department by logistics carriers such as FedEx, UPS, DHL, Airborne Express, and the U.S. Postal Service (USPS) must be sent to the following address:

Alabama A&M University  
Purchasing Department 4900  
Meridian Street Patton, Hall, Room  
305 Normal, AL 35762

## 4. GENERAL TERMS AND CONDITIONS

### **Incurring Costs**

All costs incurred in the preparation and submission of Proposal will be borne by the Proposer.

### **Modification or Withdrawal of Proposals**

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

### **Protest Procedures:**

Protests based upon restrictive specifications or alleged improprieties in a solicitation that are apparent prior to proposal opening must be received by the University, in writing, three (3) business days prior to the deadline date for submission of proposals.

Protest of a decision concerning a contract award made by the University must be received by the Executive Director in writing within five (5) business days after the date of the contract award.

A protest shall include the name and address of the protestor, the bid/proposal number, the grounds for the protest, and any supporting documentation. The Executive Director shall notify the protestor, in writing and in a timely manner, of its receipt of the protest.

If the protest is received prior to the bid/proposal opening, all interested parties may be notified and the opening of bids/proposals may be postponed. If the protest is received after a contract award, the award may be withheld until a local decision is rendered concerning the protest.

The Director of Purchasing will review the protest with any supporting documents. The Director of Purchasing shall perform an investigation of the protest. The Executive Director then will present the results of the investigation to the RFP Committee.

The board will review the results and provide a decision. The Director shall notify all affected parties of such decision in writing.

## **Solicitation of Amendments**

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

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

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

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

## **Mandatory Insurance Requirements**

Prior to the commencement of the Agreement, the Contractor shall obtain and keep in full force and effect until the termination of the Agreement, the following insurance with an insurance company licensed and qualified to do business in the State of Alabama, as evidenced by a Certificate of Insurance. Alternatively, Contractor may provide sufficient evidence of self-insurance capabilities.

- **Worker Compensation - Statutory minimum limits**

Employers' Liability with a minimum of \$1,000,000 combined single limit.

- **Commercial General Liability**

Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following coverage:

- Contractual Liability
  - Premises and Operations
  - Independent Contractors
  - Completed Operations and Product Liability
  - Personal Injury
- **Automobile Liability**

Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following:

    - Owned automobiles
    - Hired automobiles
    - Non-owned automobiles
  - **Garage Keeper's Legal Liability Minimum Limits**

**- \$1,000,000 per occurrence**

### **Indemnification**

The University will protect, defend, indemnify and hold harmless the Contractor and its partners and their respective agents, servants and employees from any and all claims, suits, costs, damages, expenses and liabilities arising from: (i) the University failure to comply with its obligations to governmental bodies having jurisdiction over the University and the vehicles or its failure to comply with the terms of this Agreement, or the University, condition, use, maintenance and/or operation of the vehicles; (ii) any liability imposed upon or assumed by the University under any Worker's Compensation Act, plan or contract and any and all injuries (including death) or property damage sustained by the University or any driver, agent, servant or employee of the University.

Contractor shall protect, defend, indemnify, and hold harmless the University and its agents, servants, and employees from any and all claims, suits, costs, damages, expenses, liabilities caused (x) by Contractor's negligence in performing its maintenance obligations under this lease, and (ii) without error, intent, or omission of the University while a vehicle is within Contractor's sole care, custody and control.

It is the intention of the parties to this Agreement that neither party shall be

required to indemnify the other for any claims, suits, costs, damages, or liabilities to the extent the same are caused by the other party's negligence. Because a dispute may arise between the University and Contractor as to the legal cause of an occurrence, the parties agree that the handling and disposition of third party claims should not await the determination of legal cause as between the University and Contractor; the parties therefore agree as follows:

- (i) It shall be the primary obligation of the University and its insurance carrier to investigate, defend, settle, or litigate third party claims as the merits of the third party claims indicate. All rights of the University and its insurance carrier against Contractor are preserved and are not to be considered waived by such action.
- (ii) Promptly after the University learns of the happening of an occurrence in which the University or its insurance carrier finds there is probable cause to believe that the Contractor may have been negligent, the University shall notify the Contractor of the happening of such occurrence to allow the Contractor and its insurance carrier to investigate such occurrence. Contractor may then decide to take no action pursuant to subparagraph (i) above or join in the defense or settlement of the claims arising out of such occurrence, as Contractor deems proper under the circumstances. No such action by the Contractor shall be deemed an admission of liability for such occurrence, and all rights of Contractor against the University are preserved and are not to be considered waived by Contractor taking any action pursuant to this subparagraph (ii).
- (iii) After the disposition of a third party claim, each party to this lease may pursue its legal remedies against the other pursuant to the indemnification provisions contained in this Paragraph.

### **Working Conditions**

In the performance of the Agreement, the Contractor shall adopt working conditions, and other employment policies which meet the approval of the University, provided however, that such policies comply with applicable federal or state laws.

### **Job Safety Compliance**

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

At a minimum, Contractor will provide a written Safety Program and a safety-training program for maintenance facility employees.

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

### **Contractor as Independent Contractor**

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

### **Subcontracting**

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

### **University Representative(s)**

Unless provided otherwise elsewhere in the Contract, the University may authorize representatives to act on behalf of the University on all matters relating to this Contract and/or services being performed hereunder. The representatives shall

decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

### **Inspection of Work**

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

The Contractor shall provide read-only access to the University-related Fleet Management data as an additional means for the University to inspect the Contractor's work.



## 5. SCOPE OF WORK

### 5.1 CONTRACT TERM

The duration of the Contract will be from **June 8th, 2021 to May 31, 2022**, with Four (4) additional One(1) year renewal options, not to exceed five years.

### 5.2 SERVICE REQUIREMENTS

The scope of services required by the University in connection with this Request for Proposals covers the entire spectrum of vehicle maintenance & repair services required to keep the fleet in a state of good repair and service readiness consistent with generally accepted fleet maintenance and operational practices. The Vehicle Maintenance Contractor selected by the University to provide services pursuant to this RFP will be required to:

- Provide preventive maintenance services in accordance with the manufacturers' recommended schedule and warranty requirements for each and all vehicles in the fleet. Preventive maintenance activities shall include servicing all vehicle systems. The Preventive Maintenance documentation shall be completed and submitted to the University following each preventive maintenance servicing. Vehicle Maintenance Contractor shall ensure that all components of each vehicle, including but not limited to its body, frame, mechanical, electrical, hydraulic or other operating systems are maintained in proper working condition, free from damage and malfunction.
- Provide responsive unscheduled repairs, as needed, in order to ensure that a sufficient number of vehicles are available to meet the daily service needs. This includes service in response to unplanned mechanical breakdowns and coordinating towing activities, as required. Unscheduled repairs shall be considered a high priority and be completed in a timely manner.
- Coordinate outsourced repairs, which cannot be performed by the Vehicle Maintenance.

- Contract for such repairs as upholstery, body & paint, glass replacement, tire replacement, etc.
- Complete annual vehicle safety inspections on each vehicle in the fleet. Annual safety inspections shall be completed by an automotive technician, or equivalent, certified mechanic, and will include all safety components and all ADA-related equipment.
- Provide estimates and obtain work order authorization from the University authorized representative prior to completing work.
- Notify the appropriate University authorized representative within 30 minutes of completing work that the vehicle is ready to be placed back into service.
- Provide the appropriate University with detailed work orders upon completion of all repairs, to include time of repair, part costs, diagnosis, trouble shooting, and corrective actions taken.
- Provide itemized billing to the appropriate University Department.

### **Expectations**

Alabama A&M University reliability of service is critical. Contractor shall respond to service requests in a timely manner and make every reasonable effort to get the vehicles maintained and repaired so that the University can maintain normal service. The University expects a turn-around time of 24 hours for maintenance unless additional or emergency repairs are required.

1. **Work Guaranteed:** Contractor shall guarantee all work performed on the vehicle, including parts and labor, for 2 months or 10,000 miles, whichever is longer.
2. The University will be responsible for routine cleaning of the interior and exterior of all vehicles.
3. The University will submit service requests to Contractor as needed. This will be delivered in paper form.

4. **Interface with the University:** Effective communication between the University and Contractor is critical to the University service quality.
5. **Compliance with Regulatory University Requirements:** All services provided under contract shall conform to all requirements of all Federal, State, and/or local regulatory Agencies.
6. **Changes in Subsidiary Duties:** The University may request changes in Contractor's reporting requirements, training and safety programs, and inventory requirements that do not result in changes to the service level. If Contractor declines such requests, or such request would result in a material increase in Contractor's costs or in the time required for performance, Contractor shall notify the University within seven (7) days after receipt of such request and shall submit a claim detailing such objections and/or increases. The parties shall negotiate an equitable settlement of Contractor claim, which reflects actual increases or decreases in Contractor total costs to perform contract caused by the change in question.
7. **Mechanic Qualifications & Training:** Contractor shall have only ASE Certified mechanics working on the University vehicles. Contractor shall provide for adequate wheelchair lift training to its mechanics so that the Contractor can both maintain and repair the University wheelchair lifts. Contractor must provide certifications to University upon request.
8. **Mechanic Appearance:** Contractor employees shall have a professional appearance and manner when working on and test driving the University property.
9. **Contractor Work Rules on the University property:** The following rules shall be enforced by the University:
  - i. No employee of the contractor will be permitted to smoke, eat, or drink within the University vehicles.
  - ii. Boisterous language, profanity, or incivility to anyone shall not be

permitted, on the University property.

iii. No employee of the contractor shall purchase, consume, or be under the influence of any narcotic, intoxicant, or harmful drug while on the University property or inside the University vehicles.

iv. Contractor shall be responsible for keeping the University vehicles clean while in their possession.

The University reserves the right to determine the suitability of any Contractor employee to work on vehicles. Such a determination may be related to performance of service, complaints, on time performance, reporting, communication, or other work related performance issues. The University may direct the Contractor to stop using an employee for the maintenance and/or repairs vehicles.

Contractor will be notified in writing of any such determination. Contractor employee reassignment can be for any reason the University deems sufficient enough to maintain its fleet readiness. Compensation for any employee reassigned will be solely the Contractor's responsibility.

The Contractor will provide written response for the University use regarding issues raised in public meetings pertaining to services provided by the contractor and/or the actions of its employee.

**Confidentiality:** All reports and documents prepared by Contractor in connection with the performance of this Agreement shall be considered as confidential by Contractor until they are released by the University to the public. Contractor shall not make any such documents or information available to any individual or organization not employed by Contractor or the University without the written consent of the University before any such release.

The Contractor shall provide scheduled preventive maintenance, including tire replacement, remedial repairs, towing, and other associated fleet management services required to ensure the continuity of effective and economical operation of the University vehicles and equipment.

The Contractor will furnish all necessary supervision, labor, parts, supplies and sub-contractwork required to maintain the fleet in a state-of-good repair and service consistent with generally accepted industry fleet practices, and as more

specifically defined in this RFP. The Contractor will effectively adhere to the life-cycle standard in fleet repairs/replacement.

In addition, the Contractor will provide and maintain a permanent, detailed, electronic record for each vehicle in order to provide a database for detailed maintenance and operating information for the University.

### **Hours of Service**

The Proposer's shop shall normally be open from at least 7:00 am to 5:00 pm, Monday through Friday. Vehicles and equipment shall be accepted for service during these hours of operation. Proposer may recommend alternate hours of operation and staffing plans that are beneficial to the University.

### **5.3 PREVENTIVE MAINTENANCE**

A preventive maintenance (PM) program will be established for all vehicles and equipment that are the responsibility of the Contractor. The PM program will be designed in accordance with recognized industry standard fleet management practices and will meet the terms and conditions necessary to comply with the original equipment manufacturer's (OEM) specifications, or other specific warranties and recommendations.

At a minimum, the Contractor must perform a preventive maintenance inspection on each vehicle and piece of equipment on an established schedule according to the University maintenance policy.

### **Routine Maintenance and Repairs**

Perform repairs as required within the limitations set in this RFP, road test and correct deficiencies.

### **Scheduling**

PM activities should interfere minimally with the operator's normal work schedule. Therefore, vehicle and equipment PMs should be scheduled at times mutually agreed to by the Contractor and the University. The Contractor shall develop and provide an automated PM schedule to the University with sufficient lead time that the University can give five (5) working days' notice to the vehicle user. PM schedule notification, referencing both the department and unit

number, shall be provided by email to the designated representative. The University, the designated representatives, and the vehicle and equipment operators will be responsible for keeping scheduled appointments for preventive maintenance.

***Proposers are asked to include in their proposals policies regarding PM appointments missed by University and vehicle operators.***

### **Performance**

The timely performance of preventive maintenance is the responsibility of the Contractor for the fleet vehicles listed in Exhibit 7.1. It is the Contractor's responsibility to schedule and perform the scheduled preventive maintenance.

It is also the responsibility of the Contractor to return the vehicles to the University as quickly as possible so as not to disrupt the daily transportation schedule.

## **5.4 REPAIRS**

The Contractor shall make specific repairs to vehicles and equipment that malfunctions or breaks down, are identified during a PM inspection, or reported by users. Repairs shall be made as required, limiting the nature and extent of repairs to those that are consistent with the age, mileage, and cost-to-repair criteria of good fleet maintenance.

### **Repair Limitations**

The Contractor shall not be held responsible for repair to a vehicle that is the result of an accident, natural disaster or driver misuse.

### **Warranty**

The Contractor shall administer all warranties, both for vehicles and parts, associated with management of this fleet. The equipment manufacturer will reimburse such warranty work directly to the Contractor where possible. Payments and adjustments received by the Contractor for warranty work shall be credited to the University.

### **Re-work**

The Contractor shall track and identify multiple repairs for the same deficiency

on the same vehicle (re-work).

These minimum standards may be adjusted by the Contractor to reflect the University fleet composition. Any adjustments should be clearly stated in the Contractor's proposal to the University.

### **Outside Repairs**

The Contractor shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include body work and painting, glass replacement and repairs, transmission sealing and repair, and such other work that cannot be reasonably performed at Contractor's repair facility. The Contractor's plan for outside repairs shall be stated in the proposal.

The plan shall be periodically and informally reviewed by the University and the Contractor to ensure that the outside repair versus in-house repair decision remains justified. The cost to administer outside repairs shall be included in Additional Costs or Fixed Price. The Contractor's administrative responsibilities for outside repair shall include paperwork, invoicing, quality control, vehicle movement, vehicle security, etc. Subcontractor invoices will be accepted solely by the Contractor.

### **Accidents**

In the event of an accident, the Contractor is responsible for coordinating accident repairs, which at a minimum, shall include processing accident repairs including appraisals, obtaining repair bids, transportation of vehicle to/from repair site, repair quality and timeliness, and shall be responsible for the payment of invoices.

#### **5.5 PARTS SUPPLY**

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

#### **5.6 REPORTING**

The following minimum requirements for reporting and record keeping will be in

effect for the term of the contract. Proposers are asked to submit, as part of their Proposals to the University, any additional reporting methodologies they would recommend enacting in the best interest of the University and the management of the University fleets.

### **Records**

Upon prior notice to the Contract Project Manager, the Contractor shall provide the University authorized representative(s) access at all reasonable times to electronic and hard data (Reference Section 5.6: Fleet Management Information System), books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda related to the Contractor's fleet management and maintenance services for the University.

### **Files**

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

An electronic history file shall be maintained by the Contractor for each vehicle. This file will contain all work orders generated for the vehicle. The file shall also contain the vehicle's make, model, year and serial number along with invoice information. Vehicle history will be supplied to the University by the Contractor upon request.

All relevant electronic data (stored in the Contractor's system) shall be made available to the University authorized representatives at any time during the contract. The software and the hardware used to operate the maintenance management system shall be owned and maintained by the Contractor.

### **Weekly Report**

The Contractor shall generate a weekly report for delivery. The weekly report shall be in memo format and shall include from the previous week's activity:

- a. A listing of vehicles not delivered for a scheduled PM.
- b. Repair activity on each vehicle.
- c. A status report on vehicles out of service for more than seven (7) days.
- d. Summary Work Order with detailed cost figures for each vehicle repaired.



### **Monthly Report**

The Contractor shall provide a consolidated monthly management report.

This report shall include, but not be limited to:

- a. General activity within the project for the month
- b. Costs for accidents.
- c. Discovery or indication of abuse by the vehicle user in excess of normal wear and tear.
- d. Number of vehicle PMs scheduled/completed.
- e. Problem/accident summary.

### **Annual Customer Review (ACR)**

The Contractor shall provide the University with a written annual performance report, which summarizes the year's activity, within thirty (30) days following the end of the contract year. The annual performance report should include yearly data for those categories presented in the monthly reports, as well as any additional performance information the Contractor believes should be included.

### **Invoices**

Parts and other non-included items will be invoiced as used. **The amounts charged for these items are to be specified in the Proposal response by the Proposer.**

The Contractor shall prepare verification data of any items questioned for the amount claimed and provide complete cooperation during the investigation of any items in the invoice subject to question. The University will be responsible for paying the undisputed amount of each month's invoice when individual invoice line items are awaiting dispute resolution.

## **5.7 FLEET MANAGEMENT INFORMATION SYSTEM**

The Contractor will own, install, implement and maintain all hardware and software necessary for an electronic record keeping and reporting system for fleet services under this contract. The information system shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment manage PM scheduling and shop performance.

The Contractor's fleet maintenance management system must be a multi-user

system capable of integrating all information pertaining to inventory, maintenance, repair, personnel, asset management, etc.

Proposers should include in their Proposals to the University a complete description of the Contractor's maintenance management system, including sample reports. The University may, at its discretion, request a real-time demonstration of the Contractor's system, as part of the oral presentations or visits to another of the Contractor's shops.

All costs associated with Section 5 of the RFP is included in the Additional Costs or Fixed Price.

## 5.8 OTHER SERVICES

### **Emergencies**

The Contractor shall mobilize the shop and provide repair and maintenance services for the duration of emergency situations. Such service shall include adequate staffing up to the Contractor's maximum staffing level to ensure continued vehicle operations at a level determined to be required by the University.

Labor costs are outside of normal hours of operation. Proposers are required to describe the emergency support that they can provide during declared emergencies that affect shop operations at the University facilities. Include backup systems and management support, other Contractor locations where equipment can be serviced and the availability of mobile repair units.

## 5.9 VALUE ADDED SERVICES

### **Purchases**

The Contractor shall assist the University in preparing purchase specifications for additional or replacement vehicles and service equipment as needed. In addition, the Contractor shall assist the University with inspections and assessments of vehicles and equipment under consideration for purchase or lease. The Contractor shall identify and nominate for the University purchase, other equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services.

## **Other Services**

Proposers may include in the Proposals other services that may improve the University efficiency, lower operating costs, and/or lower capital costs.

### **5.10 STAFFING PROVISIONS**

The Contractor shall have the responsibility for selecting personnel to perform the services to be provided here under. The Contractor shall be required to perform pre-employment drug testing and background checks for all proposed Contractor employees.

### **5.11 PERFORMANCE**

#### **Right to Require Performance**

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

## 6. GENERAL TERMS AND CONDITIONS ASSOCIATED WITH CONTRACTS

### 1. CONTRACTS ADMENDMENTS:

Any proposed change in this Agreement shall be submitted to the University for its prior approval, and when approved the University will make the change by a written contract modification. The University may at any time by written order, and without notice to the sureties, make changes, within the general scope of this contract in one or more of the following: (1) drawings, designs, or specifications; (2) methods of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both; and the contract shall be modified in writing accordingly. The Contractor must request an adjustment under this clause within 15 days from the date of receipt of the notification change. The University may decide to act upon the Contractor's request for adjustment at any time prior to final payment under the contract, provided the facts warrant such action.

**Change Order Procedures:** Within 15 days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Proposer and Contracting Officer. At that time, both parties shall execute a detailed contract modification in writing. All changes in the contract that either increase or decrease the cost of, or the time required for the performance of any part of the work under this contract, thereby affecting the contract price or delivery schedule, shall be resolved by mutual agreement between the Proposer and the University. Disagreements that cannot be resolved through negotiations shall be resolved in accordance with the contract disputes provisions of Guidelines. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the University have obtained the prior concurrence of .

Notice of the acceptance of the change order will be made by the issuance of the University,

change order form to the Contractor. The Contractor will be required to evidence its acceptance of the change order by endorsing and returning to the University the change order form within 10 days of its receipt thereof. The acceptance of the change order will bind the Contractor on his part to finish and deliver at his adjusted proposal price in accordance with conditions of said accepted proposal and specifications. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, and specification or other change not properly ordered by written modification to the contract.

**Price Adjustment for Regulatory Changes:** If a price adjustment is indicated, either upward or downward, it shall be negotiated between the University, and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of proposal acceptance and the date of manufacture. Such price adjustment may be audited, where required.

## **2. ACCESS TO RECORDS AND REPORTS:**

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

## **3. FEDERAL CHANGES:**

Proposer shall at all times comply with all applicable regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and, as they may be amended or promulgated from time to time during the term of this contract. Proposer's failure to so comply shall constitute a material breach of this contract.

## **4. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:**

The University and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the University, the Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement. The Contractor agrees to include the above clause

in each subcontract financed in whole or in part with federal assistance provided by . It is further agreed that the clause shall not be modified, except to identify the Sub-Contractor who will be subject to its provisions.

#### **5. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by . It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by . It is further agreed that the clause shall not be modified, except to identify the sub-Proposer who will be subject to its provisions.

## 6. TERMINATION PROVISIONS

**Termination for Convenience (General Provision):** The University may terminate this contract, in whole or in part, at any time by written notice to the Proposer when it is in the University best interest. The Proposer shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Proposer shall promptly submit its termination claim to University to be paid the Contractor. If the Proposer has any property in its possession belonging to the University, the Proposer will account for the same, and dispose of it in the manner the University directs.

**Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Proposer fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the University may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Proposer setting forth the manner in which the Proposer is in default. The Proposer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the University that the Proposer had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the University, after setting up a new delivery of performance schedule, may allow the Proposer to continue work, or treat the termination as a termination for convenience.

**Opportunity to Cure (General Provision):** The University in its sole discretion may, in the case of a termination for breach or default, allow the Proposer [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Proposer fails to remedy to University's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Proposer of written notice from University setting forth the nature of said breach or default, University shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to

preclude University from also pursuing all available remedies against Proposer and its sureties for said breach or default.

**Waiver of Remedies for any Breach:** In the event that University elects to waive its remedies for any breach by Proposer of any covenant, term or condition of this Contract, such waiver by University shall not limit University remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**Termination for Convenience:** The University, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the

University shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**Termination for Default :** If the Proposer fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Proposer fails to comply with any other provisions of this contract, the University may terminate this contract for default. The University shall terminate by delivering to the Proposer a Notice of Termination specifying the nature of default. The Proposer will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Proposer has possession of University goods, the Proposer shall, upon direction of the University, protect and preserve the goods until surrendered to the University or its agent. The Proposer and University shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Proposer was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the University.

## **7. BREACHES AND DISPUTE RESOLUTION:**

**Disputes:** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized



representative of the University. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the University. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the University shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance during Dispute:** Unless otherwise directed by the University, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages:** Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies:** Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the University and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Alabama.

**Rights and Remedies:** The duties and obligations imposed by the Agreement and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the University, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **8. STATE AND LOCAL LAW DISCLAIMER:**

State and Local Law Disclaimer – The Contractor hereby agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the

State of Alabama and local governments.

## 7. EXHIBITS

## 7.1 VEHICLE AND EQUIPMENT LIST

**The attached vehicle and equipment list should be used by all Proposers to determine their proposed costs to provide comprehensive fleet management and maintenance services as described in the requirements of this RFP.**

## 7.2 PROPOSAL TRANSMITTAL LETTER MINIMUM REQUIREMENTS

### **PROPOSAL TRANSMITTAL LETTER MINIMUM REQUIREMENTS**

TO: \_\_\_\_\_  
\_\_\_\_\_

SUBJECT: PROPOSAL TO PROVIDE FLEET MAINTENANCE AND REPAIR SERVICES TO **South Lake County Community Services**.

The attached Proposal is submitted by \_\_\_\_\_ in response to the University Request for Proposal for Fleet Maintenance Contractor. All terms and conditions of the RFP have been acknowledged by the undersigned, an authorized, binding representative of

\_\_\_\_\_.

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Date

### 7.3 COST BREAKDOWN

Complete the two (2) Cost Breakdowns below. Be sure to add any additional costs that you feel are necessary. Any other fixed or pegged costs per bus can be attached to the cost breakdown and on a separate piece of paper.

ITEMS		COST	COMMENTS
Labor as a per hour rate	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		
Parts	Oil per quart		
	Oil Filter		
	Tires (each) include fees		
Lift Inspections (cost for inspection only)			
Non-Target Labor Hours	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		
Service markup on parts			
Administrative Accident Services	Towing		
Other Parts	Shock Absorbers		
	Spark Plugs		
	Wiper Blades		
	Belts and hoses (estimate)		
Additional Costs			

ITEMS		COST	COMMENTS
Labor as a per hour rate	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		
Parts	Oil per quart		
	Oil Filter		
	Tires (each) include fees		
Lift Inspections (cost for inspection only)			
Non-Target Labor Hours	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		
Service markup on parts			
Administrative Accident Services	Towing		
Other Parts	Shock Absorbers		
	Spark Plugs		
	Wiper Blades		
	Belts and hoses (estimate)		
Additional Costs			