

**CITY OF LEBANON, INDIANA**

**REQUEST FOR PROPOSALS FOR VEHICLE LEASING AND  
FLEET MANAGEMENT FOR THE CITY OF LEBANON,  
INDIANA**

Issued: June 13, 2017

RFP Response Due Not Later Than 12:00 p.m.(Eastern Daylight Time) on July 6, 2017

**TABLE OF CONTENTS**

**1. INTRODUCTION.....3**

**2. PROCUREMENT PROCESS.....3**

**3. LEASE PROGRAM GOALS.....4**

**4. LEASE PROGRAM SCOPE.....4**

**5. PROPOSAL REQUIREMENTS.....9**

**6. PROPOSAL INFORMATION.....10**

**7. GENERAL TERMS AND CONDITIONS.....16**

**8. PROPOSAL SUBMISSION AND EVALUATION.....18**

**9. EXHIBIT A - EXISTING CITY OF LEBANON FLEET INFORMATION.....21**

## **1. INTRODUCTION**

### **1.1. Invitation**

This Request for Proposal (“RFP”) issued by the City of Lebanon, Indiana (“City”) seeks proposals from entities (“Offerors”) for vehicle leasing and fleet vehicle maintenance collectively, the “Lease Program”) of up to approximately eighty (80) vehicles for use by various City departments including, but not limited to, streets, police, fire, planning, engineering, stormwater and communications.

### **1.2. Purpose**

The City is soliciting proposals for the purpose of entering into a contract (“Contract”) with the successor Offeror to provide a cost effective Lease Program that meets the needs of the City. The City will award the Contract to an Offeror that can (1) deliver the Lease Program requested in this RFP and (2) demonstrate an effective and efficient partnership pertaining to the delivery of the Lease Program under the Contract. The Contract will allow the City to purchase on an “as needed” basis vehicles.

The City intends to award the Contract as a non-guaranteed amount. The Contract will allow purchasing and ordering of leased vehicles on an as-needed basis over a one (1) year period with an option to renew annually for an additional three (3) years upon mutual agreement with the successful Offeror and the City. The Contract must include a “funding out” clause. Funding for the Contract is subject to annual appropriation by the Common Council of the City.

The City reserves the right to purchase and order any amount of leased vehicles it deems in the best interest of the City. Replacement or additional vehicles will be ordered at prices applicable to the ordering period when made. Prices for future year ordering periods will be presented to the City by the Contractor within ninety (90) days of the ensuing order period. The City will accept or reject future order period pricing through an amendment to the Contract. Offerors will only submit pricing for the first ordering period in this RFP, as described under Section 4.11 herein.

This RFP describes the requirements for the Lease Program. The term “Offeror” as used throughout this RFP refers to those firms submitting a proposal in response to this RFP (“Proposal”) and the term “Contractor” refers to the Offeror awarded the Contract.

## **2. PROCUREMENT PROCESS**

The Procurement Process and the selection of the successful Offeror will be conducted pursuant to Indiana Code 5-22-9 *et seq.* The City is authorized to solicit requests for proposals

and to conduct discussions with Offerors who submit proposals on a timely basis that the City determines to be reasonably susceptible of being selected for award of the Contract.

Pursuant to this authority and in accordance with the process described in this RFP, the City intends to tentatively select an Offeror to enter into negotiations with the City with respect to the Lease Program. The selection of the Offeror will be based on the City's evaluation of the factors and criteria described in under Section 8.3 of this RFP.

Following submission of proposals in response to this RFP, the City reserves the right to conduct discussions with one or more of the Offerors to clarify their RFPs and to understand and evaluate them in accordance with the process set forth herein.

The City considers the Lease Program to be fully integrated. Offerors will need to propose a comprehensive solution. Proposals that do not address all of the Lease Program requirements as described in this RFP will be considered noncompliant and will be rejected. The City intends to award a Contract to a single Offeror.

In accordance with section 6.4 herein, the City will tentatively select a successful Offeror(s) by July 7, 2017 for discussion and negotiation and award the Contract on July 24, 2017.

### **3. LEASE PROGRAM GOALS**

The Lease Program is designed in consideration of the following goals of the City:

- a. Lower the average age of the City's vehicle fleet;
- b. Reduce operating costs; and
- c. Maintain a manageable and cost efficient vehicle budget.

### **4. LEASE PROGRAM SCOPE**

The City requires the purchase of vehicles on a lease basis satisfying the specifications described in this section. Additional products or services may be added to the resulting Contract upon written amendment, to the extent the products and services are within this scope of this RFP. Offerors are expected to submit proposals that fully address this Section 4. The City will review any exceptions taken but, at its sole discretion, may determine the proposal not responsive to the City's requirements and remove it from further consideration.

#### **4.1. Lease Requirements**

For evaluation, the City is requiring all Offerors to use the following lease parameters. Upon award, the City will negotiate with the Contractor the lease parameters the City deems necessary for each individual vehicle leased.

The following represents the City's requirements the Offeror must provide under the Lease Program:

- a. 60-month opened-end lease with no mileage restrictions.
- b. Vehicles depreciated at 1.5% per month with a 10% residual book value.
- c. Contractor must supply end of term balance at the end of the 60-month term.
- d. Maintenance and service.
- e. Reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.
- f. Pricing discounted from the Offeror's standard pricing schedules, including multiple percentage discount structures.

In addition, the Offeror must include a discussion on all relevant pricing parameters, including but not limited to:

- a. A list of all applicable fees and charges not otherwise described in the RFP.
- b. Interest Rate: Specify index being used and basis points in relation to index.
- c. Pricing in relation to base purchase price: Include any mark-ups/mark downs.

#### **4.2. Service and Maintenance Requirements**

The Contractor shall provide fleet vehicle management. Specifically, the Contractor, shall, at a minimum, provide (1) support to coordinate repairs and minimize downtime, (2) cost and quality controls for vehicle repairs, (3) fleet management support and recommendations, (4) emergency roadside assistance, and (4) quarterly metrics for cost and service.

The Contractor will provide a preventive maintenance schedule and must have a process of preventive maintenance in place that documents the service from initiation through closure.

Does your company provide a program in which the maintenance costs are billed back to the City as they occur?

YES \_\_\_ NO \_\_\_

Does your company provide a program in which the maintenance costs are fixed and guaranteed during the life of the lease?

YES \_\_\_ NO \_\_\_

If yes to either of these questions please include the cost of this program and provide detail on your program including but not limited to:

- a. Location of facilities that will perform services
- b. Monitoring, tracking, and service needed notification capabilities / procedures
- c. Included and excluded items / coverage
- d. Compatibility with manufacturer's warranty
- e. Qualification requirements for those performing work on leased vehicles

#### **4.3. Risk Management/Physical Damage Requirements (Loss of, Theft, or Damage Coverage)**

As the City deems necessary it may request this coverage to be included on certain vehicles.

Does your company provide this coverage under the Lease Program:

YES \_\_\_\_ NO \_\_\_\_

If yes please include the cost of this program and provide detail on your program including but not limited to:

- a. Deductibles
- b. Location(s) of service

#### **4.4. Lease Program Organization and Management**

The Contractor shall establish and maintain an appropriate organizational structure to enable local management of the Contract. Documentation supporting the Contractor's ability to service the Contract (including but not limited to office locations) should be included with the proposal submission. All ordering will originate directly from the City.

#### **4.5. Vehicle Quantities and Locations**

The City fleet targeted to be satisfied by this Contract comprises approximately up to eighty (80) vehicles, as further described in **Exhibit A** to this RFP. This is a **non-guaranteed amount Contract**. The City reserves the right to order any amount of leased vehicles it deems in the best interest of the City.

#### **4.6. Vehicle Mileage and Term**

The Contractor shall be able to support vehicle return and replacement as specified in the Contract. The Contractor may propose, and the City may consent to, a desired timeframe or mileage intervals different than levels requested by the City, if such intervals provide

advantages to the Contractor, City, or both, such as lower lease prices due to better vehicle resale potential.

#### **4.7. Vehicle Inspection**

All vehicles leased under the Contract shall be inspected by the City upon delivery, at which point a vehicle inspection report shall be provided indicating the general condition of the vehicle.

#### **4.8. Condition of Leased Vehicles**

Each vehicle furnished under the Contract shall be of good quality, in safe operating condition, and the model year of the ordering period. The City shall accept or reject the vehicles promptly after receipt. If the City determines that any vehicle is defective or unsafe at delivery, the City shall promptly inform the Contractor in writing.

#### **4.9. Optional Equipment Packaging**

The City may require certain vehicles during the lease period be fitted with the following equipment: two way radio, front plow, tool box, and sander box. The Offeror must provide a written plan on how each vehicle is to be equipped, who owns and maintains said equipment, and what happens with optional equipment at the end of the lease period.

Does your company provide a GPS tracking system on the vehicles or is a tracking system available for use during the life of the lease?

YES \_\_\_ NO \_\_\_\_

If yes to either of these questions please include the cost of the system, if applicable, and provide detailed information on the system and options.

#### **4.10. Deliveries or Performance**

The Contract term is for an initial period of one (1) year with three (3) 1-year option periods. Vehicles ordered at any point under this Contract are expected to remain in use for approximately five (5) years. The Contractor's responsibilities under this Contract and period of performance will cease when the last vehicle furnished under the Contract has been returned to the Contractor, provided there are no remaining issues.

#### **4.11. Ordering Periods**

The ordering periods under this contract will extend as follows. Exact dates will be specified in the contract upon award.

First Ordering Period – Date of award through model year.

Second Ordering Period – Expiration of First Ordering Period through one calendar year.

Third Ordering Period – Expiration of the Second Ordering Period through one calendar year.

Fourth Ordering Period – Expiration of Third Ordering Period through one calendar year.

#### **4.12. Option to extend initial term of the Contract**

The City may extend the initial one (1) year term of the Contract upon sixty (60) days' notice prior to expiration of the Contract. The total duration of the Contract, including the exercise of any options, shall not exceed four (4) years.

#### **4.13. Delivery Schedule**

The City requests vehicle delivery within ninety (90) days following the period after receipt of an order for a vehicle. If delivery cannot be completed within this period, the Contractor shall notify the City when it becomes aware it cannot meet the schedule and shall indicate the reason for delay and a projected delivery date. The City reserves the right to cancel the order without cost to the City. The City's obligation to pay does not commence until the City accepts delivery of a vehicle from the Contractor.

#### **4.14. Reporting Requirements**

During the third and ninth months in each ordering period, the Contractor shall meet with the City to discuss a Contract status report. This report shall cover all vehicles delivered, or otherwise in the possession of the City during the previous six-month period. A separate section of the report shall address outstanding undelivered orders. The reports shall include, at a minimum, the following information for each vehicle: vehicle year, make and model; vehicle identification number; cost center (assigned by the City); date of delivery; months in service. This report should be presented in spreadsheet product compatible with Microsoft Excel and is preferred to be accessible online monthly. The awarded Contractor shall provide two hard copies and two electronic copies of the report. The City will review this information and compare it to the City's records to detect potential inconsistencies requiring resolution.

The City may also request additional meetings with the awarded Contractor in relation to this agreement. The awarded Contractor will work in good faith to meet with the City for any additional meetings in a timely fashion.

At the end of lease term, the City may:

- a. Offer the vehicle for sale to a third party
- b. Purchase the vehicle from the Contractor for the end of term obligation (reduced book value plus other charges)
- c. Turn the vehicle in to be disposed of by Contractor.

When turning vehicles into the Contractor, the Contractor will check vehicles in with a written report. Within four weeks, the Contractor will communicate to the City a minimum market value for vehicle based on at least two offers or bids.

#### **4.15. Funding Information**

This Contract does not order any vehicles, nor does it create an obligation of funds. The City obligates funds through issuance of separate documents labeled “purchase orders.” Prior to placement of orders, the City expects to issue purchase order(s) containing sufficient funding to cover the projected need through the end of the then-current ordering period. If additional orders create the need for funding over amounts previously obligated, the City will obligate additional funding to cover the shortfall. The Contractor and the City will each monitor funding levels to ensure adequate funding is always in place to make payments required under this contract. If the Contractor believes a potential shortfall exists, the Contractor shall immediately notify the City and the parties shall take necessary action to address the situation.

#### **4.16. Notice Regarding Availability of Annual Appropriations**

Orders placed under this contract will be funded by annual appropriations approved by the Common Council of the City. The City is budgeting resources for this Lease Program and intends to obligate amounts sufficient to cover projected payments over twelve-month periods coinciding with the ordering periods. Depending on the negotiated alternative selected, orders may be subject to availability of appropriations for future fiscal years. The City indicates, by placement of orders under the Contract, its intent to continue to lease the ordered vehicles for the time specified in the Contract. Other than for reasons of default or convenience as authorized by applicable termination clauses in the Contract, the parties acknowledge that orders will be cancelled, and obligation of the parties will cease, only if non-appropriation occurs or if the City’s requirement no longer exists.

#### **4.17. Invoice Instructions**

Detailed invoicing instructions will be negotiated between the City and the Contractor. Any credits due the City shall be separately identified on the invoice and shall be applied against outstanding charges due to the Contractor.

#### **4.18. Contract Awards**

The City anticipates contracting with the Offeror who submits the proposal judged by the City to be the most advantageous.

### **5. PROPOSAL REQUIREMENTS**

**5.1.** Sealed proposals for the Lease Program will be received by the City Board of Public Works and Safety (“Board”) at the Office of the Mayor, 401 South Meridian Street, Lebanon Indiana, 46052, Attention: Matt Gentry, Mayor, until 12:00 noon, local time (Eastern Daylight Time), on or before July 6, 2017 (or such later day and time as the City in its discretion may set) (“Proposal Submission Deadline”). Any proposals received later than the Proposal Submission Deadline shall be returned unopened. No conditional proposals shall be considered.

#### **5.2. Number of Submitted Proposals**

Five (5) copies of the proposal shall be submitted to the City by the Proposal Submission Deadline at the location specified above .

#### **5.3. Modification, Withdrawal or Cancellation of Proposal**

An Offeror may not modify, withdraw or cancel its proposal for a period of ninety (90) days following the Proposal Submission Deadline.

#### **5.4. Binding Authority**

The proposal shall be signed by an officer of the Offeror duly authorized to submit the proposal on behalf of the respective Offeror and who is authorized to enter into and bind the respective Offeror to a contract with the City.

#### **5.5. Offeror Availability**

The Offeror’s staff shall be available to meet with City staff, when requested, to discuss their respective proposal and to discuss and coordinate the Lease Program.

#### **5.6. Negotiations and Communications**

The City may conduct discussions and negotiations with one or more Offerors who have responded to this RFP for the purpose of clarifying a Proposal and assuring full understanding of the Proposal and its responsiveness to the requirements of this RFP. The City will not disclose the contents of an Offeror’s Proposal during discussions and

negotiations with other Offerors (subject to any requirements of applicable law or judicial process).

## **6. PROPOSAL INFORMATION**

### **6.1. Request For Proposal**

The City hereby notifies prospective Offerors who have the potential to deliver the Lease Program of the opportunity to submit a proposal in response to this RFP. Upon request, each prospective Offeror will receive one (1) copy of the RFP from the City. Prospective Offerors are responsible for making additional copies as required to satisfy their needs. Offerors are encouraged to initiate preparation of proposals immediately upon receipt of this RFP so that all relevant questions and information needs can be identified and answered, and so adequate time is available to prepare a comprehensive and complete response.

### **6.2. Deadline for Proposals**

All proposals must be submitted to the Board at the Office of the Mayor, 401 South Meridian Street, Lebanon, Indiana 46052 Attn: Matt Gentry, Mayor, by 12:00 noon, local time (Eastern Daylight Time), on or before July 6, 2017. Risk of delivery is assumed by the Offeror.

### **6.3. Point of Contact**

All communication with the City must be directed to the single point of contact (“POC”) for this RFP, as stated below. All questions concerning the RFP must be submitted in writing to the POC. The City discourages verbal or written communication pertaining to questions on this RFP with any City employee or representative, other than the POC, during this solicitation. Questions should be submitted as promptly as possible to allow for a response from the City, if any, and allow for submission prior to the Proposal Submission Deadline. No extensions will be granted as a result of the submission of any questions (though the City reserves the right to extend the Proposal Submission Deadline in its discretion). Failure to have all information as requested may cause the respondent’s proposal to be rejected.

Name: Matt Gentry  
Title: Mayor  
City: Lebanon, Indiana  
Address: 401 South Meridian Street  
Lebanon, Indiana 46052  
Email: [mayorgentry@cityoflebanon.org](mailto:mayorgentry@cityoflebanon.org)  
Telephone: 765-482-1201  
Fax: 765-482-8883

#### 6.4. Schedule of Activities

The following schedule outlines the major activities for the RFP and proposal selection processes. The City reserves the right to amend the schedule in its discretion as it deems appropriate.

<u>Event</u>	<u>Date</u>
Issue the RFP	June 13, 2017
First notice of RFP published; posted on City website	June 16, 2017
Second notice of RFP published.	June 23, 2017
Proposal Submission Deadline	July 6, 2017 (noon)
Discussions/Negotiations with selected responsible Offeror(s)	July 7- July 17, 2017
Award recommendation to Board	July 18, 2017
Board Meeting and consideration of award.	July 24, 2017
Notification of Award	July 25, 2017
Execute Contract	July 26, 2017

#### 6.5. Technical Proposal

**6.5.1.** Qualifications, related experience and a minimum of three (3) references of the Offeror. This section of the proposal should establish the ability of the Offeror to satisfactorily perform the lease and fleet management services by:

- a. Experience in providing a similar Lease Program.
- b. Demonstrated competence in the services to be provided.
- c. Strength and stability of the Offeror.
- d. Staffing capability.
- e. Supportive client references.

**6.5.2.** Offerors shall provide a brief profile of the individual or firm, the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

- 6.5.3.** Offerors shall provide a detailed description of the fleet management services offered as described in the Lease Program Scope section including but not limited to:
- a. Open-ended lease.
  - b. Maintenance Lease Program.
  - c. Physical damage Lease Program.
  - d. Vehicle resale process.
  - e. Ability of Offeror to sell or trade-in vehicles in the City's current fleet.
  - f. Optional equipment packaging
- 6.5.4.** Offerors shall provide a general description of the individual or firm's financial condition and identify any conditions; e.g. bankruptcy, pending litigations, planned office closures, impending merger, which may impede Offeror's ability to provide lease and fleet management services.
- 6.5.5.** Offeror shall describe the firm's experience in performing like services if a similar nature for public transportation agencies, municipalities, or other government agencies.
- 6.5.6.** Offerors shall identify all subcontractors (e.g. maintenance facilities) by name, address, and telephone number.

## **6.6. Fleet Leasing and Management Plan**

Offerors shall provide a narrative that addresses the requirements of the Lease Program and services they are proposing. The narrative should show that Offerors understand the City's needs and requirements. This section should also address the Offeror's plan to fulfill its obligations for the services.

## **6.7. Offeror Rights**

All materials submitted in response to this RFP become the property of the City upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between the City and Offeror. Each Offeror, as an express condition for the City's consideration of such Offeror's proposal, agrees that the contents of each proposal submitted to the City is confidential, and may contain proprietary and trade secret information of the Offeror submitting a proposal in one or more technical areas, and each Offeror waives any right to access to any proposals by any other Offeror. No submissions or

supporting documentation will be returned to the respective Offeror. Offerors submitting proposals should recognize that the City is a public body and, as a public body, the City is subject to disclosure requirements and must abide by public record laws. Neither the City nor any Offeror shall be liable for disclosures required by law.

#### **6.8. Reservation of Rights**

This RFP does not commit the City to award the Contract, to pay any costs incurred in the preparation of a proposal to this request, or to otherwise contract for any purchases and services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Offerors, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so. This is in addition to other rights reserved by the City in this RFP.

#### **6.9. Late Proposals Not Considered**

Proposals received after the stipulated Proposal Submission Deadline will not be considered.

#### **6.10. Inconsistency or Error in the RFP**

Any Offeror believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify the City in writing of such apparent discrepancy. Failure to so notify the City by this date will constitute a waiver of claim of ambiguity, inconsistency or error.

#### **6.11. Offeror Errors or Omission**

The City is not responsible for any of Offeror's errors or omissions.

#### **6.12. Offeror Incurred Costs**

The Offeror shall be responsible for all of its costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned after the Proposal Submission Deadline.

#### **6.13. Protest of Award and Rejection of Solicitation Responses**

Any Offeror objecting to the rejection of a proposal, or portion thereof, must submit a written protest stating the reasons for the protest to the City within three (3) calendar days from the date of the City's Notification of Award letter set forth in Section 6.4. Failure to submit a timely written protest constitutes a waiver of the objection by the applicable Offerors.

#### **6.14. Exceptions**

It is the intent of the City to award the Contract on a fair and competitive basis. For this reason, the City may view the notation of any "Exception" in response to any material conditions or requirement of the RFP as an attempt by the Offeror to vary the terms of the RFP, which, in fact, may result in giving such Offeror an unfair advantage over other Offerors. For this reason, the City will, at its option, not allow exceptions to any material requirement if, in the opinion of the City, the exceptions alter the overall intent of this RFP, unless the exception would be of material benefit to the City. The City reserves the right to allow exceptions which it determines in its discretion do not alter the overall intent of this RFP.

#### **6.15. City's Right to Disqualify for Conflict of Interest or Other Sound Reasons**

The City reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City or of any other sound reason on which the City determines it is not in the City's best interests to further consider the Offeror. The right of disqualification is at the sole discretion of the City. Any Offeror submitting a proposal herein, waives any right to object at any future time, before anybody or agency, including but not limited to, the City, or any court, to the City's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by the City or for other sound reasons.

#### **6.16. Warranties**

Any Offeror submitting a proposal in response to this RFP warrants and guarantees that the Offeror is fully capable of performing each and every task set forth in the proposal in all material respects and in a good and workmanlike manner. No limitation or exception to this warranty provision will be acceptable to the City; except, it is understood that the Offeror is not responsible for any problems in performance caused by improper acts or omissions by the City.

#### **6.17. Covenant Against Contingent Fees**

The Offeror warrants that no person or selling agent has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the Contract without liability or in its discretion to deduct from fees or payments due the Offeror the commission, percentage brokerage or contingent fee.

#### **6.18. Affirmative Action in Employment**

The City is committed to provide an equal opportunity for participation of minority and women owned business enterprises (and any other disadvantaged businesses) and providing equal opportunity in all City business. A successful Offeror in performing under the Contract rendered shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice. The selected Offeror will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age or disability.

#### **6.19. News Releases**

News releases by the Offerors pertaining to this RFP or the requested Lease Program shall not be made without prior approval of the City.

#### **6.20. Standard/Licensure Requirements**

The selected Offeror shall provide documentation to the City evidencing all necessary licenses, if any, required to perform the services prior to the execution of the Contract which can be issued at such time.

#### **6.21. Out of State Offerors**

It shall be a condition to the Contract that any out-of-state Offeror that may be selected as shall be duly registered and qualified to do business within the State of Indiana.

### **7. GENERAL TERMS AND CONDITIONS**

Any Offeror entering into the Contract with the City must agree to a number of general terms and conditions. If an Offeror cannot agree to any of the stated general terms and conditions, its proposal must clearly state the reason for any such non-compliance.

#### **7.1. Compliance With Laws**

In performing under the Contract, the Offeror shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments.

#### **7.2. Continuation During Disputes**

The Offeror agrees that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the Contract to be entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

### **7.3. Organization Employment Disclaimer**

Any contract entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. The Offeror will agree that no persons utilized by it in the performance of the contract are employees of the City and further agrees that no rights of the City's civil service, retirement or personnel rules accrue to such persons.

### **7.4. Method of Payment**

Payments to the selected Offeror, if any, will be made in accordance with payment procedures as stipulated in the Contract. Reports and invoices submitted must contain the Contract number under which the Contract is awarded. If necessary, the Offeror shall submit invoices and reports to the addressee designated in the contract. All invoices will be paid within thirty (30) days of receipt by the City.

### **7.5. Insurance and Liability**

The City is insured for liability coverage. The City shall be responsible for damage to:

Leased vehicles where such damage is not beyond economical repair, but the Contractor shall be liable for:

- a. Normal wear and tear;
- b. Loss or damage caused by the negligence of the Contractor, its agents, or employees;
- c. Damage covered by the manufacturer's warranty or damage attributable to manufacturing defect; and

Property of third persons, or the injury or death of third persons, where such damages results from the fault, negligence, or wrongful act or omission of City, its agents, or employees.

The Contractor shall provide and maintain insurance covering its liabilities in amounts of at least \$5,000,000 combined single limit.

The Contractor shall certify to the City in writing that the required insurance has been obtained. The policies evidencing required insurance should contain an endorsement to the effect that any cancellation or any material change adversely affecting the Contract is to be

performed as prescribed, or until thirty (30) days after written notice to the City, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the City by any payment under the policies.

#### **7.6. Suspension of Work/Termination or Suspension**

The City reserves the right to terminate or suspend all or any portion of the Lease Program for which the Offeror is engaged by giving written notice to the selected Offeror a reasonable time prior to such termination or suspension (which may be immediate if the City determines such to be necessary to protect the City's interests and those of its citizens); however, if any portion of the purchases and services contemplated in the Contract shall be terminated or suspended, the City shall pay the Offeror equitably for all purchases and services properly performed pursuant to the contract after such termination or suspension.

#### **7.7. Confidentiality of Information**

The Offeror shall treat all information furnished by the City and purchases and services provided hereunder as confidential. The Offeror shall not disclose such information to others without the prior written consent of the City's authorized representative.

### **8. PROPOSAL SUBMISSION AND EVALUATION**

The City intends to evaluate proposals based on the written response to the RFP (submitted proposals) and to make a tentative selection of a successful Offeror with whom the City will then engage in negotiations to finalize a contract. The City reserves the right to reject any or all submittals, to waive technicalities, to re-advertise, to proceed otherwise when in the best interest of the City. The City further reserves the right to inspect, test drive and evaluate the proposed vehicles as part of the evaluation process if deemed necessary. The following guidelines are provided to ensure the equitable evaluation of competitive sealed proposals and to contain the cost of participation to a reasonable level. Proposals should be prepared as closely as possible in accordance with the instructions outlined in this Section. Offeror is advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any portion of the RFP.

#### **8.1. Proposal Format**

The proposal shall be signed by an individual authorized to bind the Offeror and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) calendar day period from the date of the opening. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the Offeror and who may be contacted during the period of the Contract.

Proposals are requested to be typewritten and on 8-1/2 x 11 inch paper for ease of evaluation. Responses should be specific and complete in every detail, prepared in a simple straightforward manner, and shall include responses to each of the following:

- a. A letter of proposal submission and introduction, including the name and address of the firm submitting the proposal, and name of a contact person, shall be the first page of the proposal. The proposal shall be signed by an authorized representative of the Offeror and shall include the name(s), title, address, and telephone number of the individual(s) authorized to negotiate the Contract with the City.
- b. A section describing the Offeror's background, experience, skills and financial resources necessary to deliver the Lease Program shall immediately follow the letter of proposal submission and introduction.
- c. A brief statement of the Offeror's understanding of the Lease Program.
- d. A work plan detailing the approach the Offeror intends to follow in delivering the Lease Program.
- e. A description of the Offeror's capability to meet the intended objectives of this RFP. Description of the Offeror's organization chart, names of staff members that would primarily be assigned to the Lease Program, the role of each staff member, and resumes of principal officers showing education and experience relevant to the Lease Program.
- f. Information regarding the financial solvency of the Offeror at the time of submission, and demonstrating the financial backing to complete the Lease Program, which shall include at a minimum current financial statements for the period ending December 31, 2016 (with a report of independent accountants on such year-end financial statements, if available, and if not available, an explanation of the absence of any such report) and for the most recent completed interim period of 2017 as are available.
- g. Up to three (3) references showing prior experience in the areas as outlined in this RFP including, if available, experience with government entities and/or corporate clients. Each reference shall include the name and address of client, the name and telephone number of individual who can be contacted for verification of services and a list of services performed for each reference.
- h. Copies of reports, forms, standard agreements, etc. proposed by the Offeror for the City's consideration which are relevant to the Offeror's proposal.

- i. Any other information required by this RFP or that the Offeror considers to be important and relevant to evaluation of its proposal by the City.

## 8.2. Proposal Submittal Instructions

Five (5) copies of the proposal shall be sealed in a package(s) and sent to the POC, showing the following information on the outside:

- a. Offeror's Name, Address and Contact Information
- b. RFP Entitled: VEHICLE LEASING AND FLEET MANAGEMENT
- c. Proposal Submission Deadline: Noon, local time, July 6, 2017

## 8.3. Proposal Evaluation

The evaluation of the RFP responses will be based on the contents of the RFP response, any information or clarifications provided at the request of the City or Board, if any, any reference or background checks carried out by the Board, the City or their employees, agents or consultants, and other public information available to the Board and the City which they consider credible and relevant to the evaluation of the proposals. The City intends to make a tentative selection of a successful Offeror with whom the City will engage in negotiations to finalize a Contract. The City reserves the right to reject any or all submittals, to waive technicalities, to readvertise, to proceed otherwise when in the best interest of the City. RFP submissions will be evaluated on the following weighted evaluation criteria:

<u>Evaluation Criteria</u>	<u>Weighting</u>
The structure of the Offeror's team and experience in delivering similar Lease Programs.	30 points
Overall responsiveness to information and requirements set forth in the RFP.	25 points
References	15 points
Favorable contract terms and conditions for the City.	30 points

## **EXHIBIT A**

### Existing City of Lebanon Fleet Information

The current City vehicle fleet consists approximately of the following:

- Forty (40) pick-up trucks
- Twenty four (24) mid-size SUVs
- Eight (8) large SUVs
- Eight (8) sedans/compact cars