



## REQUEST FOR PROPOSAL (RFP)

Date: July 18, 2022

RFP NUMBER: 0810-22-VPS

RFP SUBJECT: Fleet Vehicle OEM Parts and Services

PROPOSALS TO BE **ELECTRONICALLY SUBMITTED ONLY** TO:

See Attachment B for Proposal Submission Requirements [jwise@fallschurchva.gov](mailto:jwise@fallschurchva.gov); Phone 703.248.5007  
with copy to [fsmith@fallschurchva.gov](mailto:fsmith@fallschurchva.gov)

**ELECTRONIC PROPOSALS (NO COST PROPOSAL WITH INITIAL SUBMISSION)**

**DUE DATE AND TIME: August 10, 2022 by no later than 1:00 PM** prevailing local time.

All inquiries and questions should be made in writing and forwarded to James R. Wise, Purchasing Agent, via email to [jwise@fallschurchva.gov](mailto:jwise@fallschurchva.gov) with copy to [fsmith@fallschurchva.gov](mailto:fsmith@fallschurchva.gov) by no later than **five (5) business days prior to the RFP due date (August 3, 2022 by 1:00 PM)**

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**THIS PAGE AND ALL REQUIRED FORMS MUST BE COMPLETED, SIGNED,  
AND RETURNED WITH PROPOSAL**

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

*Please type or legibly print all information.*

LEGAL NAME & ADDRESS OF FIRM:

\_\_\_\_\_.By: \_\_\_\_\_  
Company's Legal Name Authorized Representative - Signature in Ink

\_\_\_\_\_.Name: \_\_\_\_\_  
Street Address (not PO Box)

\_\_\_\_\_.Title: \_\_\_\_\_

\_\_\_\_\_.Zip: \_\_\_\_\_ Date \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

FAX: \_\_\_\_\_ VA SCC Business Registration # \_\_\_\_\_  
*See Section VI "Proof of Authority to Transact Business In VA"*

Does the proposal package contain priority/confidential information? ☐ No ☐ Yes

If Yes, is it appropriately redacted and submitted as a separate secure/password protected PDF version of the proposal package? ☐ No ☐ Yes (See Section XVII)

The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. To request a reasonable accommodation for any type of disability or that this document be made available in an alternate format, call 703 248-5007, (TTY 711). The City of Falls Church does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment

**RFP 0810-22-VPS**  
**Vehicle OEM Parts and Services**

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**ADDITIONAL ATTACHMENTS:**

*Please download the following RFP Attachments:*

**ATTACHMENT A - Scope & Requirements**

- I. Background & Purpose
- II. Scope of Work & Requirements

**ATTACHMENT B - Proposal Submittal Guidelines, Criteria & Forms for Proposal Evaluation**

- I. Proposal Submittal Guidelines
- II. Criteria for Proposal Evaluation
- III. Selection Process
- IV. Proposal Submission Covenants

**ATTACHMENT C - Forms**

- C1 –Technical Proposal Response Form
- C2 - Proof of Authority to Transact Business in Virginia Form
- C3 - Company Information
- C4 - References

**ATTACHMENT D - City of Falls Church Standard and Terms & Conditions**

**SUBMITTAL DOCUMENTS**

The following must be completed, signed/dated where required and submitted with your Proposal:

- The Cover Page of this RFP
- C1 –Technical Proposal Response Form
- C2 - Proof of Authority to Transact Business in Virginia Form
- C3 - Company Information
- C4 - References

Digital Signatures are acceptable along with any additional pages you wish to include with your response

**No other pages of this RFP are to be submitted with your proposal**

## I. SUBJECT

The City of Falls Church ("City") is soliciting proposals from qualified firms for the provision of its Fleet Vehicle OEM Parts & Services, and other services as is further described herein. As used herein, the term "goods" shall also mean equipment, parts, software, products, materials, supplies and/or other tangible deliverables.

The awarded Offeror(s) ("Contractor(s)") shall furnish all necessary labor, expertise, supervision, materials, parts, equipment and other resources necessary to complete the described work in accordance with this Request for Proposals ("RFP") and its attachments.

See Attachment A for Scope and Requirements, and Attachment B for Proposal Submittal Guidelines and Evaluation Criteria.

The City intends to make multiple awards for these good/services. The award(s) will be based on "Best Value" which means the overall combination of quality, price, and various elements of required good/services that in total are optimal relative to the City's needs.

Any resultant contract(s) shall be a non-commitment agreements under which authorized City personnel will be placing orders for specific quantities of items and or authorize work as requirements arise and in the best interest of the City.

Offerors may submit proposals for OEM Parts, Services or both.

## II. HEALTH AND SAFETY COMPLIANCE

All Contractors and Subcontractors working for the City are required to comply with current health and safety protocols as established by the Commonwealth of Virginia, Fairfax County Health Department, City of Falls Church and the U. S. Centers for Disease Control and Prevention (CDC).

## III. GENERAL

- A. TWO-STEP PROCUREMENT PROCESS -The City is using a Two Step procurement process for this solicitation. In Step One, only unpriced Technical Proposal shall be submitted and accepted for review and evaluation. In Step Two, the highest rated, technically qualified (Short Listed) Offerors are invited to submit Cost Proposals for the City's consideration and evaluation (See Attachment B "Proposal Submittal Guidelines and Evaluation Criteria").
- B. ACCESS TO RFP UPDATES: This RFP and any addenda are available on the City of Falls Church's website: [www.fallschurchva.gov/Bids](http://www.fallschurchva.gov/Bids). This solicitation will also be published in the Falls Church News Press.
- C. Offerors should note that changes to the RFP, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the RFP. **Offerors are encouraged solely responsible for checking the City of Falls Church's Website to insure that they have the most current information regarding the RFP.**

Please note that Offerors may and are encouraged to, sign up to receive emails or text messages when solicitations are posted and updated on the City's website. To take advantage of this feature, interested parties may go to [www.fallschurchva.gov/Bids](http://www.fallschurchva.gov/Bids) and sign up for notifications.

All addenda must be signed and submitted electronically with your proposal.

All questions pertaining to this solicitation must be emailed and received by no later than five (5) business days prior to the RFP closing date. All questions shall be directed via email only to:

Jim Wise, Purchasing Agent  
[jwise@fallschurchva.gov](mailto:jwise@fallschurchva.gov)  
 with a copy to [fsmith@fallschurchva.gov](mailto:fsmith@fallschurchva.gov)

Inquiries, received by the Purchasing Agent less than five (5) business days before the date set for the opening of proposals, will not be given consideration. Any material question or interpretation of a specification or requirement, as determined by the Purchasing Agent, will be expressed in the form of an addendum which will be posted on the City's website ([www.fallschurchva.gov/Bids](http://www.fallschurchva.gov/Bids)) no later than three (3) days before the date set for receipt of proposals.

**Oral answers will not be authoritative.**

- D. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- E. ACCEPTANCE OF PROPOSALS - BINDING 120 DAYS: All proposals submitted shall be binding for a one hundred and twenty (120) calendar days following solicitation opening date, unless extended by mutual consent of all parties. There will be no public Proposal opening.
- F. CONTACT RESTRICTED - No Offeror shall initiate or otherwise have contact with any City representative or employee, other than the Purchasing Agent or the Purchasing Agent's designee concerning or related to this RFP, after the date of this solicitation's release and before award or cancellation of this RFP except with the foreknowledge and permission of the Purchasing Agent or his/her representative. Any contact in contradiction to this requirement is prohibited and may cause the disqualification of the Offeror from this procurement process.
- G. INFORMATION RESTRICTED – All requests to or from an Offeror, potential Offeror or other third party regarding information about this Solicitation, including its interpretation, progress, negotiations and/or award status should be referred directly to the City's Purchasing Agent or designee. Failure to comply with this requirement may be cause for an Offeror's disqualification. This restriction does not apply to reasonable and necessary communications with existing or potential subcontractors or partners for the sole purpose of an Offeror's proposal development and/or proposal update under this Solicitation.
- H. This solicitation is being conducted in accordance with the guidelines of the Competitive Negotiation (Goods and Non-Professional Services) method of contractor selection per the Virginia Public Procurement Act (VPPA) and the City's Purchasing Resolution both of which are incorporated herein by reference.

#### **IV. COMPETITION INTENDED**

- A. It is the City of Falls Church's intent that this Request for Proposals (RFP) permits competition. It shall be the Offeror's responsibility to advise the City's Purchasing Agent, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals. Any such notification shall be sent to the City's Purchasing Agent: [jwise@fallschurchva.gov](mailto:jwise@fallschurchva.gov) with a copy to [fsmith@fallschurchva.gov](mailto:fsmith@fallschurchva.gov)

Confirmation of email receipt shall be the responsibility of the notifying Offeror.

- B. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All qualified Offerors are encouraged to submit proposals.

#### **V. ELIGIBILITY**

- A. The following are minimum requirements for proposal submission:
  1. The Offeror must submit its Virginia State Corporation Commission ("SCC") registration number or justification for exemption. See Section below entitled "Proof of Authority to Transact Business in Virginia."

2. Each Offeror is responsible to determine which license(s), if any, are required to perform the work specified in this RFP. Offerors shall note the applicable VA License Number and include a copy of the applicable license(s) with their Proposal. If no license is required, or licensing is not required at the time of Proposal submittal for a federally-funded project, Offeror shall so state on the Company Information form.
  3. It is the Offeror's sole responsibility to have knowledge of the applicable licenses(s), if any, associated with this solicitation's scope of work. Any applicable license shall be maintained during the term of any resultant contract.
- B. Any person or firm, or agent of any person or firm, currently suspended or debarred from participation in City procurement, conducting business or submitting bids/proposals on contracts by any other local government or agency of the Commonwealth of Virginia, or the Federal Government is not eligible for contract award under this solicitation.
  - C. Any current debarment (Federal, state or local jurisdiction) must be disclosed on the Company Information Form attached to this solicitation.

## **VI. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

- A. A firm organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the Virginia State Corporation Commission (SCC).
- B. The Offeror's SCC ID number shall be provided in Attachment C2 "Proof of Authority to Transact Business in Virginia Form." The VA SCC Business Registration number IS NOT the same as a Tax ID number.

## **VII. RIGHTS OF THE CITY**

- A. Among the indisputable rights of the City specified herein, the City, at its sole discretion may:
  1. Cancel, withdraw or re-advertise this RFP; accept or reject all or any part of proposals; and/or waive minor technicalities/informalities.
  2. Award a contract to multiple vendors by individual items, in the aggregate, or in combination thereof whenever any such actions are in the best interest of the City.
  3. Issue RFPs for similar good and/or services as the need may occur; issue Purchase Orders and/or expand or otherwise modify existing Purchase Orders for work similar to that being proposed hereunder, in consideration of the City's knowledge and/or evaluation of each Contractor's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the City.
  4. Add, delete or change services, goods, locations, requirements, frequency of service, or other factors related to the products and/or work under contract dependent upon requirements that may develop during the contract period and cannot guarantee the amount of work or predict future funding for any resultant contract.
  5. Use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- B. This is a Request for Proposals and is in no way to be misconstrued as a commitment to purchase on the part of the City.

## **VIII. SCOPE OF WORK & REQUIREMENTS**

*See Attachment A.*

## **IX. PROPOSAL SUBMITTAL GUIDELINES & EVALUATION CRITERIA**

*See Attachment B.*

**X. CONTRACT TERM AND RENEWAL OPTIONS**

- A. If a contract is awarded, it shall cover the target period from date of award for a five (5) year initial term. The City reserves the right to renew the contract under the terms and conditions at the expiration of its initial term for three (3) additional, successive one-year periods, except as otherwise provided herein or a resultant contract, contingent upon availability of funds for the purpose and the needs of the City. Contract renewals must be authorized by and coordinated through the City's Purchasing Office. Automatic contract renewals are prohibited.
- B. Notice of intent to renew may be given to the Contractor in writing by the City, normally sixty (60) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the City of Falls Church to a contract renewal.  
Contractor shall notify the City, in writing, at least ninety (90) days prior to the then current contract period expiration if Contractor intends not to extend the contract term.
- C. The City may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- D. **NON-APPROPRIATION OF FUNDS** - All funds for payments by the City for goods/services under contract are subject to the availability of general or specific annual appropriation for this purpose by the City of Falls Church City Council, as applicable. In the event of non-appropriation of funds by the City Council for the goods/services provided under contract, the City will terminate the contract, without termination charge to the City, on June 30th of the then current fiscal year or when the appropriation made for the then current year for the goods/services covered by the contract is spent, whichever event occurs first.

**XI. MULTIPLE AWARDS**

The City reserves the right to award contracts to more than one qualified Offeror, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Offeror or to modify or cancel in part or in its entirety the Request for Proposal, if it is in the best interest of the City to do so. Each multiple award contract will be negotiated and awarded following procedures set forth in the VPPA.

**XII. PRICE PROPOSALS**

- A. The City **IS NOT** requesting or accepting Price Proposals with the initial Proposal Package. Short-listed firms will be specifically requested to submit rates, fees, and/or project costs at the applicable time during the evaluation and award process. See Attachment B for additional details.
- B. **NO PRICES, FEES, DISCOUNTS OR ANY OTHER COSTS ARE TO BE PROVIDED WITH THE INITIAL PROPOSAL PACKAGE.**

**XIII. PRICES/DISCOUNTS AND ADJUSTMENTS**

- A. Short-listed firms will be specifically requested to submit price proposals all of which are subject to negotiation. The format and other details will be provided to those firms in separate correspondence. The terms "Prices", Fees and Rates" as may be used interchangeably unless otherwise specified herein.
- B. **PRICE/DISCOUNT ADJUSTMENTS**
  - 1. OEM PARTS - The percentage discounts off list prices proposed for parts shall remain firm for the duration of any resultant contract.
  - 2. LABOR RATES - Contract unit prices for labor rates will remain fixed for thirty-six(36) months from execution of any resultant contract. Labor rates shall include all direct and indirect overhead costs and will be paid on the basis of actual time performing services.

- a) Thereafter, the Contractor may request, in writing, an increase in unit prices once every 365 days to coincide with the contract anniversary. **No accumulated rate increases shall be allowed.**
  - b) The Contractor shall provide the City prior written notice of any potential increases at least ninety (90) days prior to the proposed effective date of such increase.
  - c) The request for an increase in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., documentation of appropriate Bureau of Labor Statistics index.)
  - d) Any price increases shall be no greater than the percentage change of the CPI-U for the Washington-Baltimore area using Table 4 Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index; Washington-Baltimore, DC-MD-VA-WV area as listed for the most recent twelve-month period on the U.S. Department of Labor's Bureau of Labor Statistics website.
  - e) All increases must be reviewed and approved by the City's Purchasing Agent. Any price adjustment agreed to shall take place only in accordance with the schedule defined above as documented in a contract amendment.
  - f) Any orders placed prior to the proposed effective date of the increase shall not be subject to such increase.
3. Price reductions for labor rates or discount increases for parts may be initiated by the Offeror at any time and shall be effective immediately.

#### **XIV. PROMPT PAYMENT DISCOUNT**

- A. Unless otherwise specified herein, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a proposal for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- B. In connection with any term discount offered, time will be computed from the date an undisputed invoice is received by the City. In the event the Offeror does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
- C. For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the City check or issuance of an Electronic Funds Transfer, if applicable.

#### **XV. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:**

- A. Unless otherwise specified, the goods and services identified in this RFP are for information to the Offeror and for proposal evaluation purposes only. They do not necessarily indicate the actual goods and services that will be ordered since such goods and services will depend upon requirements that develop during the contract period.
- B. Goods/services or quantities described in this RFP shall not be construed to represent any amount of services of which the City shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to perform all services which may be ordered under the contract.
- C. The City reserves the right to expand or delete goods and services as necessary and cannot guarantee the amount of goods or services to be ordered or predict funding for planned projects.
- D. No proposal will be considered which stipulates that the City shall guarantee to order a specific goods and services or quantities thereof.

#### **XVI. SUBCONTRACTORS**

In the event that the Offeror desires to subcontract some part of the work specified in this solicitation, the Offeror shall furnish the City the names, qualifications, and experience of the



proposed subcontractors and the percentage of the work under any resultant contract to be performed by each with the proposal. In addition, if during the course of the contract, the Offeror wishes to use a subcontractor(s) other than the firms identified in its original proposal, advance written notice and approval of the City shall be required. In some instances, state or federal agency approval of additional Subcontractor(s) shall be required. The City reserves the right to reasonably reject the Contractor's selection of subcontractors.

- A. The Offeror shall provide services as the Prime Contractor under any resultant contract and all subcontractors shall be responsible to the Prime Contractor.
- B. The Contractor shall be and remain fully liable and responsible for directing and supervising their subcontractors, all payment to, and their subcontractor's performance (including acts and omissions) under the contract. The Contractor shall be liable and responsible for their subcontractor's compliance with all requirements of the contract including but not limited to: insurance, federal, local and state laws, regulations, orders and other legal requirements that are directly or indirectly related to the performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and/or inspections.
- C. The Contractor shall not enter into any contract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government, the Commonwealth of Virginia or other state where the contract is to be performed.
- D. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- E. Nothing contained in this solicitation or any resultant contract shall create any contractual relationship between any subcontractor and the City.
- F. When so requested by the City, the Contractor shall provide a copy of its contract with a specific subcontractor. For tasks supported by federal funds, the Contractor shall be responsible for ensuring that the subcontracts comply with federal contract requirements as applicable.

## **XVII. TRADE SECRETS OR PROPRIETARY INFORMATION**

- A. Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposals shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia) for consideration and acceptance by the City as trade secrets or proprietary information.
- B. If the proposal contains any proprietary or trade secret material, such notice must be attached as the **first page of the proposal and clearly identify the material/information** by some distinct method such as highlighting/underlining or submitted in a separate and clearly labeled section. In addition, the Offeror must (i) indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information and (ii) clearly state the justifiable reason why protection is necessary.
- C. **Classification of an entire proposal and/or prices (line item or totals) as proprietary or trade secret is NOT ACCEPTABLE and may result in REJECTION of the proposal.**

## **XVIII. DEBARMENT STATUS**

By submitting a proposal, the Offeror (including any partner, associate, or subcontractor associated with the provision of good/services under this solicitation) certifies that they are not (1) currently debarred from conducting business or submitting bids/proposals or on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal

Government; (2) an agent of any person or entity that is currently debarred from conducting business or submitting bids/proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. For procurements that are to be funded by Federal monies, the City will confirm a vendor's status via the U.S. Government's System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov).

#### **XIX. AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP**

- A. If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the City of such error in writing and request modification or clarification of the document. The City will make modifications to material issues by issuing a written revision and will give written notice via addendum posted on the City's website ([www.fallschurchva.gov/Bids](http://www.fallschurchva.gov/Bids)) and eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers ([www.eva.virginia.gov](http://www.eva.virginia.gov)).
- B. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal.

#### **XX. CONTRACT DOCUMENTS**

- A. This solicitation, including all addenda, attachments, exhibits and/or appendices hereto, shall become a part of any contract that may be awarded inclusive of any terms, conditions and/or provisions that may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations.
- B. Other documents which shall become a part of any resultant contract include but are not limited to:
  - 1. Offeror's Proposal and any modifications accepted by the City;
  - 2. Proposal clarifications; responses to questions/issues;
  - 3. Documents submitted in conjunction with oral discussions/presentations;
  - 4. Memoranda of Negotiations including cost proposal; and
  - 5. City's Purchase Order.
- C. EXCEPTIONS – This solicitation contains terms and conditions the City favors and intends to use in any resultant contract. The City reserves the right to negotiate any and all terms, conditions, prices and/or exceptions as may be in its best interest.
- D. There is no binding agreement, no contractual relationship, no understanding nor mutual assent until a contract is signed, executed and exchanged by and between the Offeror and the City or Purchase Order is issued and accepted.
- E. The contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by written modification.

#### **XXI. SELECTION PROCESS & CONTRACT AWARD**

See Attachment B.

#### **XXII. PROTEST OF AWARD OR DECISION TO AWARD**

Any Offeror may protest the award or decision to award only in accordance with the provisions of Sections 2.2-4357 through 4364 of the Code of Virginia, and only if such is provided for in such Code section.

**XXIII. NOTICE OF AWARD**

Public announcement of an Award and/or Intent to Award will be posted on the City's website: [www.fallschurchva.gov/Bids](http://www.fallschurchva.gov/Bids).

**XXIV. DOCUMENTATION OF CONTRACTOR PERFORMANCE ISSUES**

The City has instituted the Documentation of Contractor Performance Issue (DCPI) procedure to assist staff in documenting Contractor performance issues. This procedure is intended to improve the quality of services by facilitating communication between the City and Contractors with regard to issues requiring remedial action. This procedure is not considered punitive but should a Contractor receive repeated DCPI issuances, the City will consider taking additional steps, including but not limited to the issuance of a "Notice to Cure" and termination of the contract. The City shall consider DCPI documentation when contemplating future contract awards and/or renewals.

**XXV. COOPERATIVE PROCUREMENT**

- A. As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted as a cooperative procurement on behalf of or in conjunction with other public bodies. In accordance with the Virginia Public Procurement Act, any resultant contract may be used by public bodies, agencies, institutions and/or localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor at the same prices and/or discounts and terms.
- B. Each jurisdiction and/or political subdivision has the option of executing a separate agreement with the Contractor after making their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies. Such other contracts may contain general terms and conditions unique to those jurisdictions and/or political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body or political subdivision.
- C. It is the responsibility of the Contractor to notify the jurisdictions and/or political subdivisions of the availability of any contract resulting from this solicitation.

**XXVI. TAX EXEMPTION**

The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption registration number 54-6001271 applies. Such Certificate will be furnished upon request. The price offered must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, an Offeror may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

**XXVII. ANTI-DISCRIMINATION**

By submitting their proposals, Offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the

accounts and programs funded with public funds shall be subject to audit by the public body.  
(Code of Virginia, § 2.2-4343.1E)

## **XXVIII. ORDER OF PRECEDENCE**

- A. In the event that there is a conflict between any specific terms, conditions and/or provisions of this RFP, the specific provisions of the RFP shall take precedence over the "Standard Terms and Conditions which shall take precedence over the "General Conditions and Instructions to Offerors" sections herein.
- B. In the event there is a conflict between any specific terms, conditions and/or provisions of contract documents resulting from this solicitation, the contract shall take precedence over the Request for Proposals which shall take precedence over the Offeror's response to the Request for Proposals unless otherwise stipulated in the contract.
- C. For tasks or projects funded by any Federal Government agency, in the event there is a conflict between the specific terms, conditions and/or provisions of any contract documents resulting from this RFP and the terms, conditions and/or provisions of such agency, that agency's terms, conditions and provisions shall take precedence.

## **XXIX. EQUAL OPPORTUNITY AND SMALL, MINORITY-OWNED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN-OWNED BUSINESS AND EMPLOYMENT SERVICES ORGANIZATIONS PARTICIPATION**

The City endeavors to contribute to the preservation and growth of small, minority-owned, women-owned and service-disabled veteran-owned businesses and employment services organizations by encouraging participation in the procurement process for goods and services. The City:

- a. Prohibits employment discrimination by contractors and requires that every City contract over \$10,000 include language to this effect, including subcontracted work; and
- b. Publishes formal solicitations on the Commonwealth's eProcurement portal, eVA, which provides access to procurement opportunities by firms registered with the Virginia Department of Small Business and Supplier Diversity (SBSD).

The SBSD is Virginia's agency dedicated to enhancing the participation of small, women minority-owned, women-owned and service-disabled veteran owned businesses and employment services organizations in Virginia's procurement process. SBSD administers three certification programs: 1) **SWaM** - The Small, Women-owned, and Minority-owned Business certification program (state); 2) **DBE** - The Disadvantaged Business Enterprise certification program (federal); and 3) **ESO** - Employment Services Organization providing community-based employment services to individuals with disabilities. More information is available at [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).

Contractors are encouraged to use SWaMs on all state-funded projects and DBEs on federally-funded projects. For certain grant-funded projects, SWaM or DBE requirements and/or goals shall be applicable and the City's vendors shall comply with the requirements set forth by the U.S. OMB pertaining to small and minority business utilization.

Notwithstanding the above, City contracts shall be awarded in accordance with the evaluation/award details herein. There is no set aside program.

## **XXX. GENERAL DEFINITIONS, CONDITIONS AND INSTRUCTIONS TO OFFERORS**

- A. The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the City, unless otherwise specified.
- B. Subject to all state and local laws and all rules, regulations and limitations imposed by legislation of the federal government, bids/offers on all solicitations issued by the City will bind Bidders to

applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- C. If there is a conflict between the terms and conditions in this “General Conditions and Instructions to Offerors” and the Standard Terms and Conditions and/or conditions in other attachments to this solicitation, the latter shall take precedence.
- D. DEFINITIONS: The terms defined in this section shall have the meanings set forth below whenever they appear in this solicitation regardless of case (capitalized or not), unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular Section or provision:
  - 1. CITY: City of Falls Church.
  - 2. CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the City.
  - 3. DAY: Unless otherwise specified “day” or “days” shall mean calendar days
  - 4. GOODS/PRODUCTS: All material, equipment, supplies, printing, and/or automated data processing/information technology hardware and software.
  - 5. INFORMALITY: A minor defect or variation of a bid from the exact requirements of the solicitation which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
  - 6. OFFEROR: Any individual, company, firm, corporation, partnership or other organization providing a proposal in response to a solicitation issued by the Purchasing Agent and offering to enter into contract with the City.
  - 7. PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering.
  - 8. PROPOSAL: The offer of a supplier to provide goods and/or services in accordance with general specifications or requirements in a Request for Proposal solicitation (RFP). A proposal is subject to scope and price negotiation.
  - 9. PURCHASING AGENT: The Purchasing Agent employed by the City of Falls Church, Virginia or his/her designee.
  - 10. REQUEST FOR PROPOSAL (RFP): A request which is made to prospective suppliers (Offeror) for a Proposal. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
  - 11. RESPONSIBLE OFFEROR: An individual, company, firm, corporation, partnership or other organization (1) having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required and (2) in compliance in all material aspects with the provisions of the solicitation, including specifications and terms and conditions.
  - 12. SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
  - 13. SOLICITATION: as applicable the RFP or process of notifying prospective Offerors that the City wishes to receive proposals on a set of requirements to provide goods or services.
  - 14. STATE: Commonwealth of Virginia.

- E. **LEGAL ACTION** - No Offeror, potential Offeror, or subcontractor shall institute any legal action until all statutory requirements have been met.
- F. **COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- G. **COMPLIANCE** - Delivery must be made as ordered and in accordance with the solicitation or as directed by the City when not in conflict with the contract. The decision of the City as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the City shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the City, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the City, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Standard or Specific Provisions for the individual solicitation.
- H. **CONTRACT ALTERATIONS** - No alterations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City's authorized representative.
- I. **BANKRUPTCY** - If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, then the City may without prejudice to any other right or remedy, terminate the contract Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, the Contractor shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City.
- J. **SUBCONTRACTING** - If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us/>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us/>; local chambers of commerce and other business organizations. As part of the contract award, if requested by the City, the prime contractor agrees to provide the names and addresses of each subcontractor and that subcontractor's status as defined by the Commonwealth of Virginia as small, minority-owned and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided.

Except as otherwise specified in the solicitation, the Contractor may subcontract third party issues performed under the contract, but must submit a written list of those subcontractors, their addresses, personnel who will be performing the work, and a description of the work to be performed to the City prior to the work actually being done. The City must agree to the third party's work and reserves the right to deny the third party access if necessary.

- K. **GENERAL GUARANTY** - The Contractor agrees to:
  1. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or City;
  2. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;

3. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible;
4. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the City; and
5. Protect the City from loss or damage to City owned property while it is in the custody of the Contractor.

L. SERVICE CONTRACT GUARANTY - The Contractor agrees to:

1. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time;
2. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
3. Render all work and services in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents;
4. Allow services to be inspected or reviewed by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate the Proposal for any services not rendered in strict conformity with the contract; and
5. Stipulate that the presence of a City inspector shall not lessen the obligation of the Proposal for performance in accordance with the contract requirements, or be deemed a defense on the part of the Proposal for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

M. CONDITION OF COMMODITIES: All items proposed shall be new, latest model, design or pack and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in proposal invitation/proposal request. Verbal agreements to the contrary will not be recognized.

N. SAMPLES: Samples, if required, must be furnished free of expense to the City on or before date specified; if not destroyed in examination, they will be returned to Offeror, if requested, at Offeror's expense. Each sample must be marked with the Offeror's name and address, City's request number and opening date. DO NOT ENCLOSE IN OR ATTACH PROPOSAL TO SAMPLE.

O. FORMAL SPECIFICATIONS - When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Offeror will be required to furnish articles in conformity with that specification. The Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

P. LABELING OF HAZARDOUS SUBSTANCES - If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the Offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by

delivering the items or products that the Offeror does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263. Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the proposal or delivered materials for each chemical and/or compound offered.

- Q. MATERIAL SAFETY DATA SHEETS - Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the proposal or delivered materials for each chemical and/or compound offered.
- R. SHIPPING - Unauthorized advance shipments and shipments other than for the quantity ordered are returnable at Contractor's expense. Delivery shall not be deemed complete until the goods have been actually received by City at its facility.
- S. RESPONSIBILITY FOR SUPPLIES TENDERED - Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

**NOTE: See Attachment D for City of Falls Church Standard Terms and Conditions.**