



---

# Request for Proposal

Fleet Maintenance Services

July 24, 2020

## Introduction

### Request for Proposal (RFP)

The Town of Leland ("Town") is soliciting proposals for the Town's Fleet Maintenance Services. For purposes of this request for proposal, Fleet Maintenance Services pertain to the maintenance and repair of vehicles utilized by the Town, including all labor, parts, and materials necessary for the various classifications, types, and makes/models of vehicles. A list of existing Town-utilized vehicles is attached hereto as Exhibit D and incorporated herein by reference. The number, make/model, and composition of vehicles may change without prior notice.

Proposals are due no later than 5:00pm on September 4, 2020. Your proposal may be emailed, hand delivered, or mailed to the Town addressed to:

Town of Leland  
Operation Services  
Attn: Wyatt Richardson  
102 Town Hall Drive  
Leland, NC 28451  
wrichardson@townofleland.com

Late submittals will not be accepted. The Town reserves the right to accept or reject any or all bids, waive technicalities, and make decisions as it deems in its own best interest. This RFP does not obligate the Town to pay any cost incurred by respondents in the preparation or submission of a response nor does it obligate the Town to accept or contract for any expressed or implied services.

Questions regarding the proposal specifications should be directed to Wyatt Richardson, Operation Services Director, in writing, at wrichardson@townofleland.com no later than 48 hours prior to the opening of the RFP.

### Response Instructions

The following instructions are intended to guide companies in their response to this RFP. Additional instructions and requirements may be found throughout the remainder of this document. Therefore, careful attention should be given to ensure a complete response on your company's part. Include any additional information relevant to the requested proposal.

### General Instruction

You should submit one original paper or electronic copy of your RFP clearly labeled in the following manner:

**Town of Leland Fleet Maintenance Services**  
**Company Name**  
**Company Address**

Your proposal must include all responses to the requirements contained within this RFP and all appendices must be completed in their entirety.

By submitting a proposal, your company agrees to all applicable provisions, terms, and conditions associated with this RFP. This RFP, your submitted proposal, all appendices and attachments, and stated terms and conditions may become part of the resulting contract.

## General Considerations

### Company Selection

Proposals will be evaluated with respect to criteria specifically developed to examine the technical competence and suitability of a prospective company. The Town will only award the contract to a responsible bidder as determined by the information provided in the proposal. The Town may also use information other than that provided by the company in its evaluation. Review criteria will include, but not be limited to, the following:

- Company location
- Provision of deliverables and documentation as stated throughout the RFP
- Financial stability of the company
- Company experience with fleet maintenance services
- Satisfactory record of performance in similar work
- References
- Ability to meet all insurance requirements

All proposals will be evaluated using the following weighted score; however, additional information may be considered by the Town:

- Companies located within a fifteen (15) mile radius of Town Hall are preferred
  - **Points 0 - 10**
- Responsiveness of the written proposal to the purpose and scope of service, completeness and clarity of all required information, and any supplemental information provided by the company that will demonstrate the quality of services
  - **Points 0 - 20**
- Ability, experience, financial resources, and history of successfully executing the type of work outlined in this RFP; ability to meet projected deadlines; professional judgment, efficiency, and experience performing similar work; location, character, integrity, and reputation of the company
  - **Points 0 -20**
- Price
  - **Points 0 – 50**

It is the policy of the Town to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to, employment, construction projects, and lease agreements consistent with the laws of the State of North Carolina. It is further the policy of the Town to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. The Town shall conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

## **Addenda**

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda.

## **Scope of Services**

The scope of services, operating procedures, proposal forms, and vehicles to be covered are attached herein as Exhibit A, B, C, and D respectively.

## **Contract Award**

The Town reserves the right to reject any or all proposals which are deemed to be non-responsive, late in submission, or unsatisfactory in any way. The Town shall have no obligation to award a contract for product, work, goods, and/or services as a result of this RFP. The Town reserves the right to reject all proposals and to waive any irregularity or informality in any proposal. Although the lowest total cost will substantially influence the Town's ultimate selection, the Town reserves the right to select the proposal that best meets the needs of the Town as determined by the Town in its sole discretion. The Town reserves the right to request clarification of information submitted, and to request additional information from any company.

The Town reserves the right to perform unannounced site visits and interview staff and management prior to selection to evaluate customer service, shop organization, operational efficiency, and response times.

The Town reserves the right to award any contract to the next most qualified company, if the successful company does not execute a contract within ten (10) working days after contract award notification.

The Town reserves the right to award all or a portion of the required services to more than one qualified company at the Town's sole discretion.

The anticipated contract resulting from acceptance of a proposal by the Town shall be in a form supplied or approved by the Town and shall reflect the specifications in this RFP. A sample agreement contract is attached as Exhibit E for informational purposes, but the Town may modify this contract to suit the specific services and needs of the Town. If a company has any exceptions to the terms of the sample contract, these must be submitted for consideration with the proposal. Otherwise, the company will be deemed to have accepted the form of the agreement. The Town will not consider changes to its indemnification and insurance.

## Term and Period

The term of the anticipated Fleet Maintenance Agreement will be 24 months with two 12-month renewal options, for a total of 48 months, starting on September 1, 2020. The Town's decision to exercise its option will be based upon satisfactory performance of fleet maintenance services. The Town reserves the right and the company agrees to allow the Town the option to renew, at the Town's sole discretion, for each 12-month term. Renewal options must be executed by March 1 prior to the contract expiration date of June 30 of that year. The unit price of the Contract will be adjusted each year using the Consumer Price Index (CPI), All Urban Consumers, as published by the United States Department of Labor, Bureau of Labor Statistics.

The company should expect to schedule semi-annual meetings with designated Town staff to review service performance.

## Compensation

Payment by the Town for services will only be made after the services have been performed and accepted by authorized Town representatives. The Town will require the company to complete the company paperwork and supply a W-9. Payment will be in monthly increments upon receipt of an invoice from the company and approval by the authorized Town representative. The Town has a 30-day payment policy for all invoices. All monthly statements shall be submitted to the Town by the 30<sup>th</sup> of each month with a listing of all repair order numbers that identify the vehicle asset number, cost of service, and date identified.

## Insurance and License

The selected company must maintain adequate insurance for the duration of the contract. The cost of such insurance shall be paid by the selected company. Insurance shall meet or exceed the following unless otherwise approved by the Town Manager, or his/her designee, in writing:

- Workers' Compensation coverage as required by the State of North Carolina. If you do not carry Workers' Compensation coverage, you will need to complete an Independent Contractor Form.
- Comprehensive or Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, or an amount the company and Town agree is satisfactory. The Town must be both named and endorsed as an additional insured on this policy.
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, or an amount the company and Town agree is satisfactory.

Questions regarding insurance requirements may be directed to the Town's Finance Department at (910) 338-9735.

## Exhibit A

### Scope of Services

#### General Provisions

The selected company must be able to perform general and preventive maintenance and routine repair services on vehicles and equipment including, but not limited to, brakes, tires, suspension, heat/air conditioning systems, electrical systems, engine, transmission, differential, etc. The Town's preference is for the company to have the ability to perform all required services. However, work may be subcontracted. When subcontractors are used, the selected company will be responsible for performance of the work including, but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

This RFP is divided into vehicle manufacturers, service items, and subitems to allow the award of more than one contract, if it is deemed to be in the Town's best interest.

The selected company must have the ability to provide preventive maintenance and repair services listed in Item E (below) for the fleet inventory listed in Exhibit D. Any exception, including subcontracting, must be noted in the response.

#### A. Preventive Maintenance

The Town vehicles are routinely driven over short distances, with frequent starts and stops, as well as long idle periods. The Service Schedule listed in Item F outlines preventive maintenance requirements due to these types of use conditions. The average annual usage is estimated to be between 5,000 – 10,000 miles for Town vehicles.

#### B. Repairs and Maintenance

Provide service and repair to all common mechanical and electrical systems, as needed.

#### C. Conditions on Required Services

Priority next business day (8-hour) turn-around on routine repairs, such as brakes, and routine maintenance is required. When a prior appointment has been made for routine maintenance, the turn-around time should be between 3-5 hours. Provide adequate inventory on special parts to ensure minimum turn-around on non-routine repairs.

#### D. Repair Order Content and Procedure

The company shall provide Repair Orders for all services provided containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion time, and estimated cost signed by Town staff upon pick-up and drop-off. A confirming copy with the final cost shall be mailed and/or e-mailed to the Town upon completion, and a billing copy shall be sent to the Town with the monthly statement.
- Actual work and cost above a written estimate requires Town approval prior to work commencing.
- Authorization of work by the Fleet Representative, or designee, is required for all repair orders.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit.
  - The repair order must include:
    - Date the work is performed
    - Town assigned vehicle asset number and make and model
    - Vehicle mileage at the time of service/repair
    - Date in, date out, and time completed
    - Detail type of service, hours, material used, and cost associated with each
    - Subcontracted repair orders containing the same information shall be attached to the repair order
  - The selected company guarantees and warrants that all material furnished, and all services performed will be free from defects in material and workmanship and will be warranted by the selected company for a minimum of 120 days, 4,000 miles, or the length of time of any warranty given by the manufacturer, whichever is greater, after acceptance. The selected company shall remedy all such defects at his or her own expense within one (1) working day after notification by the Town.
  - Warranty and subcontracted repair orders need to be provided by the selected company. The selected company shall be the prime contractor; however, subcontractors may be used by the selected company. The selected company assumes responsibility for the work of its subcontractors. The charges for such services to the Town shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.

## **E. Hours of Operation**

Normal business hours shall be no less than Monday through Friday 8 AM – 5 PM.

## F. Service Schedule

Service		Service				
		Service A	Service B	Service C	Service D	Service E
		4 Month	8 Month	12 Month	24 Month	48 Month
Service		4,000 Miles	8,000 Miles	12,000 Miles	30,000 Miles	60,000 Miles
1	Change Engine Oil	X	X	X	X	X
2	Change Engine Oil Filter	X	X	X	X	X
3	Check Air Conditioning	X	X	X	X	X
4	Check and Adjust Drive Belts	X	X	X	X	X
5	Check Battery Electrolyte Level, Add Water as Needed; Clean and Tighten Terminals	X	X	X	X	X
6	Check Brake Fluid Level	X	X	X	X	X
7	Check Brake Pads, Shoes, Hoses	X	X	X	X	X
8	Check Breather Condition	X	X	X	X	X
9	Check Drivetrain Fluid Levels	X	X	X	X	X
10	Check Engine Compartment Fluid Levels, Add as Needed	X	X	X	X	X
11	Check Engine Cooling System, Hoses, and Clamps	X	X	X	X	X
12	Check Exhaust System	X	X	X	X	X
13	Check Front and Rear Shocks for Wear and/or Leakage	X	X	X	X	X
14	Check Exterior and Interior Lights and Other Electrical Items for Correct Operation	X	X	X	X	X
15	Check Power Steering Fluid Level	X	X	X	X	X
16	Check Tire Pressure and Condition	X	X	X	X	X
17	Check Windshield Wiper Operation, Blades Condition, Washer Solvent Level, Fill as Needed	X	X	X	X	X
18	Lubricate Chassis/CV Boots	X	X	X	X	X
19	Lubricate Steering Linkage	X	X	X	X	X
20	Check Front Brake Pads, Rotors, and Calipers		X	X	X	X
21	Check Rear Brake Shoes, Drums, and Wheel Cylinders		X	X	X	X

## RFP: Fleet Maintenance Services

22	Rotate Tires (4 way - Front to Rear)	X	X	X	X	X
23	Replace Air Filter			X	X	X
24	Check Headlight Alignment			X	X	X
25	Check Parking Brake Operation	X	X	X	X	X
26	Lubricate Door Latches, Locks, and Hinges	X	X	X	X	X
27	Replace Fuel Filter			X	X	X
28	Change Fluid, Filter, and Gasket in the Transmission			X	X	X
29	Check Air Conditioning System, Freon Level, and Compressor Operation Where Applicable					X

**Exhibit B**

## **Operation Procedures for Vehicle Maintenance Services**

This Exhibit sets forth the operating policy and procedures for servicing Town vehicles and equipment. It discusses maintenance scheduling procedures and invoicing requirements as well.

Contracted maintenance facilities are expected to provide prompt, courteous, and competent service. Garage staff must be knowledgeable about service procedures and initiate the service transaction within 30 minutes of their arrival and/or when the service call is placed. It is important that the service desk is staffed adequately to provide efficient customer service in a timely manner.

To assist the selected company with the maintenance program, the Town will provide:

1. Listing of covered vehicles (Exhibit D), updated as necessary
2. Town preventive maintenance schedule (Service Schedule)
3. Designated Town staff contacts

### **A. Safety Checks**

The selected company shall perform a safety check in conjunction with all maintenance requirements listed within this RFP. These safety checks shall be performed each time a vehicle is brought in for service.

- ✓ Tires – Visually check condition.
- ✓ Lights – Check directional signaling devices and emergency light systems for proper operation.
- ✓ Seat belt – Check operation of seat belts.
- ✓ Windshield Wipers and Washers – Check condition of wiper arms and blades. Check aim and flow of washer spray. Fill washer reservoir with washer solvent.
- ✓ Fluid Levels – Check and replenish fluid levels in transmission, differential, steering sector of power steering pump, and master cylinder. Inspect all units for leakage and clogging.
- ✓ Battery – Check condition of heat shield, hold-down clamps, and cable ends. Clean top and terminals as necessary.
- ✓ Heater-Defroster-Air Conditioner Systems and Wiper Controls – Check switches, valves, and ducting doors for proper operation.
- ✓ Exhaust System – Visually inspect complete exhaust system including catalytic converter and heat shielding.
- ✓ Frame/Sub-Frame and Cross Member – Visually check for “driver-over” and/or vehicular damage and fatiguing.
- ✓ Drive Shaft U-Joints/CV Joints – Conduct a “look” and “shake” inspection for seal leakage and joint failure.

- ✓ Critical Components – Check condition of all under-hood heat shields and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat. Inspect all coolant hoses, fuel line hoses, power steering hoses, engine accessory belts, and other under-hood plastic or rubber components.
- ✓ Brakes – Inspect all brake line hoses and the master cylinder for signs of leaks or damage. Inspect front and rear pads, brake linings, wheels cylinders, and parking brake cables and linkage. Report estimate of remaining line of pads and shoes.
- ✓ Starter/Charging System – Electronically check starter motor cranking speed and current draw. Check alternator charging rate.
- ✓ Cooling System – Visually inspect entire system for leaks, damage, or other signs of needed repair.

### B. Scheduling of Maintenance and Service Procedures

- i. The Town has designated the Operation Services Director as the Fleet Representative (FR); the FR, or designee(s), is the selected company's primary contact with the Town.
- ii. The selected company shall identify a single individual to serve as the responsible contact for daily communication with the Town regarding vehicle scheduling and vehicle status update(s).
- iii. The FR contacts the selected company's representative between 8:00 am and 5:00 pm weekdays to determine the status of vehicles and/or equipment being serviced. The representative shall provide accurate and timely information to the FR on vehicle status.
- iv. For other services, the Town will deliver the vehicle to the selected company's facility and provide a description of the problem(s) the vehicle is experiencing.
  - a. The selected company shall contact the FR, or designee, and provide an estimate and obtain authorization to proceed. For services estimated over \$250, the selected company must obtain FR or designee written approval via fax or e-mail prior to performing any work.
- v. After the service is completed, the selected company shall:
  - a. Complete a Vehicle Service Order ready for FR, or designee, to sign at pick-up.
  - b. Place service reminder label on the driver's side windshield stating the next maintenance mileage and date for routine preventive maintenance.
  - c. Contact the FR, or designee, to provide a time that the vehicle is ready for transporting back to the original location. If the FR is not available, leave a voicemail message.
  - d. After the FR, or designee, has checked the work performed and signed off on the Repair Order, the selected company shall provide the vehicle keys to the FR or designee.
- vi. When repairs cannot be accomplished at the selected company's facility or a Town approved subcontractor's facility, the selected company must contact the FR, or designee, for instructions. No repairs shall be made by non-authorized facilities without notification of the FR.
- vii. The selected company shall report to the FR, or designee, any vehicle brought in for service or repair where the selected company has determined that the service or repair was due to driver misuse.
- viii. The selected company will be responsible for loss and damage to all Town vehicles under its custody and/or control.

- ix. All repair parts are to be original equipment manufacturer (OEM) or equivalent. Exceptions will be individually considered by the FR, or designee, on a case-by-case basis.

### **C. Preventive Maintenance**

The Town will provide a listing of vehicles due for preventive maintenance services at the beginning of each month. Vehicles will be listed by VIN number, type of preventive maintenance the vehicle is to receive, and the week the vehicle is due for service. The FR, or designee, will notify the selected company for specific dates upon which vehicles will be ready for service.

The preventive maintenance services will be in accordance with the Service Schedule provided in Exhibit A, Item F.

### **D. Non-Preventive Maintenance Service and Emergencies**

- i. Non-routine maintenance, other than emergencies, will be handled by appointment through the FR, or designee. If a Town employee delivers a vehicle to the selected company's facility Monday through Friday between 8:00 am and 5:00 pm requesting service without notification from the Town, the selected company will call the FR, or designee, for instructions on how to proceed.
- ii. If a Town vehicle has a breakdown or is involved in an accident after business hours, it will be towed to the selected company's facility. In such a situation, the selected company shall contact the FR, or designee, for further instructions.

**Exhibit C**

**Proposal Forms**

**I. MANAGEMENT INFORMATION**

The selected company, and its subcontractor(s), must have prior successful experience performing maintenance and repair services on automobiles, trucks, and other vehicles, must be licensed to conduct business in the State of North Carolina, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

**1. SHOP PROFILE RESPONSIBILITY**

SHOP NAME: \_\_\_\_\_

NAME OF SHOP OWNER(S): \_\_\_\_\_

SHOP ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS AT THIS LOCATION: \_\_\_\_\_

AUTOMOTIVE REPAIR DEALER LICENSE NO: \_\_\_\_\_

**2. PROXIMITY TO LELAND TOWN HALL (102 Town Hall Drive): \_\_\_\_\_ MILES**

**3. NAME OF SHOP MANAGER(S): \_\_\_\_\_**

\_\_\_\_\_

State the duties and qualifications of shop manager(s): \_\_\_\_\_

---

---

---

4. ASSIGNED CONTACT/SERVICE REPRESENTATIVE

Name: \_\_\_\_\_

Title/Duties: \_\_\_\_\_

Qualifications: \_\_\_\_\_

Years with Company: \_\_\_\_\_

Phone Numbers: Work \_\_\_\_\_ Mobile \_\_\_\_\_

5. EMERGENCY CONTACT: \_\_\_\_\_

Operating hours - The selected company shall be currently operating out of a commercial facility, which is open and accessible to Town personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00 am and 5:00 pm, Monday through Friday (excluding holidays).

List the hours the company's facility is open for maintenance service.

Monday \_\_\_\_\_ am to \_\_\_\_\_ pm

Tuesday \_\_\_\_\_ am to \_\_\_\_\_ pm

Wednesday \_\_\_\_\_ am to \_\_\_\_\_ pm

Thursday \_\_\_\_\_ am to \_\_\_\_\_ pm

Friday \_\_\_\_\_ am to \_\_\_\_\_ pm

**II. REFERENCES AND QUALIFICATIONS**

1. Describe the company's experience providing vehicle maintenance services including the number of years in business and type of services provided. \_\_\_\_\_

---

---

---

---

2. Please provide three (3) commercial fleet maintenance client references which the company has provided service within the last five (5) years, their size of fleet by vehicle type, years of contract relations, and type and frequency of the services provided. Please identify the contact person and phone number for each. Use additional sheets if necessary.

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Company Phone \_\_\_\_\_

Contact Person \_\_\_\_\_

Fleet Size/Type \_\_\_\_\_

Years of Contract \_\_\_\_\_

Frequency of Service \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Company Phone \_\_\_\_\_

Contact Person \_\_\_\_\_

Fleet Size/Type \_\_\_\_\_

Years of Contract \_\_\_\_\_

Frequency of Service \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Company Phone \_\_\_\_\_

Contact Person \_\_\_\_\_

Fleet Size/Type \_\_\_\_\_

Years of Contract \_\_\_\_\_

Frequency of Service \_\_\_\_\_

3. Approximately what percent of the company's work is currently derived from fleet business?

\_\_\_\_\_ %

4. Has the company ever been a subject of a Better Business Bureau action? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please describe:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Are you currently or have you ever previously provided repair services to other government entities?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list the entity names, contact person(s), and phone number(s):

Entity Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Entity Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Entity Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

6. Briefly describe your interest in servicing the Town's fleet (See attached list of vehicles in Exhibit D) and what factors make you the best candidate.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. SUPPLEMENTAL QUESTIONNAIRE**

1. What procedures are followed to ensure the successful completion of service work prior to the vehicle being released to the customer?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The Town expects 3-5 hours turnaround time for preventative and routine repair services. Can you meet this standard and provide quality repair work? \_\_\_\_\_ Yes \_\_\_\_\_ No

3. Please specify whether Original Equipment Manufacturer (OEM) or after-market parts will be used for repairs? If after-market parts will be used, please explain under what circumstance(s). Please be aware the Town requires use of OEM parts for all services unless specified herein or otherwise approved by the FR, or designee, prior to repair for all services.

---

---

---

---

4. Please note after-hours emergency services availability.

---

---

---

---

5. Describe the availability of secured parking for vehicles awaiting repairs or pick-up.

---

---

---

---

**IV. FACILITY DESCRIPTION**

1. How many bays are available for vehicles? \_\_\_\_\_

2. Indicate the number and type of vehicle lifts in the shop. Describe the diagnostic and service equipment currently used. List equipment by function, make, model, and age.

Equipment/Function	Make	Model	Age
_____	_____	_____	_____
_____	_____	_____	_____

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Describe what provisions and procedures you have in place to dispose of hazardous substances, such as oils and coolants.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Do you have a certified emissions specialist on staff? \_\_\_\_\_ Yes \_\_\_\_\_ No

5. Do you have an electrical systems specialist on staff? \_\_\_\_\_ Yes \_\_\_\_\_ No

6. The Town requires the company to coordinate warranty work. Please describe how you would perform that process and which dealership/service departments you will use for Chevrolet, Ford, GMC, and Dodge. Please provide the name of each dealership, shop location, and phone number.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dealership Name \_\_\_\_\_

Dealership Location \_\_\_\_\_

Contact Number \_\_\_\_\_

Dealership Name \_\_\_\_\_

Dealership Location \_\_\_\_\_

Contact Number \_\_\_\_\_

Dealership Name \_\_\_\_\_

Dealership Location \_\_\_\_\_

Contact Number \_\_\_\_\_

Dealership Name \_\_\_\_\_

Dealership Location \_\_\_\_\_

Contact Number \_\_\_\_\_

7. Can you perform emergency roadside service if required? \_\_\_\_\_ Yes \_\_\_\_\_ No

**V. SUBCONTRACTORS**

Companies unable to perform all services listed herein may subcontract out services outside of their expertise. However, the selected company responding to this RFP shall be considered the prime contractor, and therefore will be responsible for all services rendered. Proposals must include names and addresses of all subcontractors to be used in conjunction with the contract.

Indicate what work is proposed to be performed by each subcontractor(s). Indicate on the following list the name and location of all subcontractor(s).

<u>Service</u>	<u>Subcontractor</u>	<u>Primary Contact</u>	<u>Phone Number</u>
<b>Engine Work</b>			
Minor Work	_____	_____	_____
Major Rebuild/Repair	_____	_____	_____
<b>Electrical</b>	_____	_____	_____

**Drivability**

Tune Up	_____	_____	_____
Fuel System	_____	_____	_____
Ignition System	_____	_____	_____
Coolant System	_____	_____	_____
<b>Heating/ Air Conditioning</b>	_____	_____	_____
<b>Power Transmission</b>	_____	_____	_____

**Chassis**

Steering	_____	_____	_____
Suspension	_____	_____	_____
Tires	_____	_____	_____
Wheels	_____	_____	_____
<b>Brakes</b>	_____	_____	_____
<b>Body Repair</b>	_____	_____	_____
<b>Other</b>	_____	_____	_____

All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case-by-case basis. The price for each service shall include parts, labor, and all necessary fluids and free fluid top off between service intervals. Service reminder stickers are required with each service.

The selected company must state the unit price separately for each item and extend the total. Unit prices shall include all packing charges. Unit prices will be used as a basis for award when an error in extending total amounts occurs. A company who restricts offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the proposal.

The Town is required to pay sales and use taxes for all goods and services. Taxes shall NOT be included in the bid prices. Applicable taxes will be added to the invoice as a separate item.

**VI. COST AND CONDITIONS**

Services/Cost	Passenger Vehicle and Light Trucks		4x4 Trucks and Utility Vehicles	
	(Gasoline)		(Diesel)	
	Labor	Material	Labor	Material
	Hour	Cost	Hour	Cost
<b>Scheduled Preventive Maintenance:</b>				
Service A				
Service B				
Service C				
Service D				
Service E				
Cost of Hourly Labor Rate, Normal (not included in Services A, B, C, D, E)	\$	-----	\$	-----
Cost of Hourly Labor Rate for Maintenance (not included in Services A, B, C, D, E)	\$	-----	\$	-----
Cost of Hourly Labor Rate for Mechanical (not included in Services A, B, C, D, E)	\$	-----	\$	-----
Cost of Hourly Labor Rate for Diagnostic (not included in Services A, B, C, D, E)	\$	-----	\$	-----
Replacement Dealer Parts (not included in Services A, B, C, D, E) (Price plus markup %)	-----	%	-----	%
Replacement Non-Dealer Parts (not included in Services A, B, C, D, E) (Price plus markup %)	-----	%	-----	%

**Conditions:**

1. Prices for the services listed above must include all labor and material needed to complete the services specified.
2. Prices proposed in this section are firm fixed prices for the initial period of the contract (two years).
3. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case-by-case basis. The price for each service shall include parts, labor, and all necessary fluids and free fluid top off between service intervals.

4. Provide breakdown of labor hours for each periodic repair item and indicate any exceptions, if applicable. Labor hours shall be repair time, not factory time.
  
5. Unless otherwise specified and/or agreed to, all services performed will be free from defects in material and workmanship and will be warranted for a minimum of 120 days or 4,000 miles, or the length of time of any warranty given by the manufacturer or rebuilder/manufacturer, whichever is greater, after acceptance.

## Exhibit D

**Town of Leland  
Vehicle Master List**

Asset Number	Division	VIN	Tag #	Year	Make	Model	Mileage 1/2020
7	PD Detective	2C3CDXAT0JH225507	13867W	2018	Dodge	Charger	21,565
8	PD Patrol	2C3CDXAT2JH225508	13866W	2018	Dodge	Charger	22,200
9	PD Patrol	2C3CDXAT9JH225506	13949W	2018	Dodge	Charger	31,2635
12	PD Detective	1C6RR7LT7DS696661	BKM4720	2013	Dodge	Ram	80,248
16	PD Admin	2T1KR32E27C636508	YVR5730	2007	Toyota	Matrix	120,665
20	PD Detective	2C3CDXAT0DH647684	BCW6731	2013	Dodge	Charger	84,201
22	PD Admin	3C6JD6DP4CG255017	66849V	2012	Dodge	Ram	99,400
23	PD Patrol	2C3CDXAT0GH356526	88905V	2016	Dodge	Charger	37,773
27	PD Admin	1C4RDJAG2DC614310	BKM4719	2013	Dodge	Durango	76,834
28	PD Detective	1C4RDJFG3FC740736	FFT1292	2015	Dodge	Durango	67,151
29	PD Patrol	2C3CDXAT2GH356527	88904V	2016	Dodge	Charger	37,022
30	PD Patrol	2C3CDXAT4GH356528	88903V	2016	Dodge	Charger	62,771
31	PD Patrol	2C3CDXAT7FH841311	75647V	2015	Dodge	Charger	78,481
33	PD Patrol	2C3CDXAT6GH356529	88899V	2016	Dodge	Charger	43,673
36	PD Patrol	2C3CDXAT0EH252535	61019V	2014	Dodge	Charger	75,316
37	PD Patrol	2C3CDXAT5FH841310	75648V	2015	Dodge	Charger	59,442
38	PD Patrol	2C3CDXAT2GH351585	88902V	2016	Dodge	Charger	58,658
39	PD Patrol	2C3CDXAT9FH841312	75649V	2015	Dodge	Charger	77,919

## RFP: Fleet Maintenance Services

<b>40</b>	PD Patrol	2C3CDXAT8EH316174	79642T	2014	Dodge	Charger	87,671
<b>41</b>	PD Patrol	2C3CDXAT3GH356388	88910V	2016	Dodge	Charger	66,169
<b>43</b>	PD Detective	2T1BU4EE9DC935540	CKL5915	2013	Toyota	Corolla	55,739
<b>44</b>	PD Patrol	2C3CDXAT9GH350790	88900V	2016	Dodge	Charger	31,557
<b>45</b>	PD Patrol	1FMJU1GT0GEF36874	83117V	2016	Ford	Expedition	41,959
<b>46</b>	PD Patrol	1FMJU1GT2GEF36875	83118V	2016	Ford	Expedition	45,076
<b>47</b>	PD Patrol	1GNSKDECXJR220408	EFD8778	2018	Chevrolet	Tahoe	20,358
<b>48</b>	PD Patrol	1FMJU1GT4GEF36876	83119V	2016	Ford	Expedition	43,250
<b>70</b>	PD Detective	1C4SDJFT3EC387685	CEK4428	2014	Dodge	Durango	95,322
<b>81</b>	PD	3FA6P0G7XJR261300	EFD8925	2018	Ford	Fusion	13,961
<b>82</b>	PD	3FA6P0G78JR270206	EFD8924	2018	Ford	Fusion	28,299
<b>83</b>	PD	2C3CDXATXKH568293	98650V	2019	Dodge	Charger	17,145
<b>84</b>	PD	2C3CDXAT7KH627428	98799V	2019	Dodge	Charger	13,192
<b>85</b>	PD	2C3CDXAT5KH627427	98800V	2019	Dodge	Charger	10,254
<b>86</b>	PD	2C3CDXAT3KH627426	98798V	2019	Dodge	Charger	7,557
<b>87</b>	PD	5N1AT2MV2KC828433	HBC4266	2019	Nissan	Rogue	19,188
<b>88</b>	PD	2C3CDXAT4KH510244	23657W	2019	Dodge	Charger	12,918
<b>89</b>	PD Detective	1GNSKFEC4KR270802	23239W	2019	Chevrolet	Tahoe	7,081
<b>90</b>	PD Detective	1C4RDHFG9LC266490	HJM4746	2020	Dodge	Durango	2,015
<b>91</b>	PD Detective	1C4RDHFG2LC266489	HJM4747	2020	Dodge	Durango	2,245
<b>92</b>	PD	1GNSKDEC9LR251068	32388W	2020	Chevrolet	Tahoe	3,011
<b>93</b>	PD	1GNSKDEC3LR251132	32387W	2020	Chevrolet	Tahoe	556
<b>94</b>	PD	1GNSKDEC7LR251733	32389W	2020	Chevrolet	Tahoe	2,980
<b>2004</b>	Code Enforcement	1FMCU92Z58KB83182	48040T	2008	Ford	Escape	71,517

## RFP: Fleet Maintenance Services

<b>2005</b>	Building Inspections	1C4RDJFG9JC312601	13578W	2018	Dodge	Durango	17,388
<b>2006</b>	Building Inspections	1C4RDJFG8JC393493	16221W	2018	Dodge	Durango	16,242
<b>2007</b>	Building Inspections	1C4RDHAG1KC769579	25266W	2019	Dodge	Durango	6,817
<b>2008</b>	Building Inspections	1C4RDHAG8KC769580	25264W	2019	Dodge	Durango	5,910
<b>2009</b>	Building Inspections	1C4RDHAGXKC769581	252263W	2019	Dodge	Durango	5,009
<b>2010</b>	Building Inspections	1C4RDHAGXKC769578	25265W	2019	Dodge	Durango	1,714
<b>2011</b>	Building Inspections	1C4RDJAG3LC214996	31053W	2020	Dodge	Durango	452
<b>3000</b>	Operation Services	1FMCU92Z38KB83181	48032T	2008	Ford	Escape	57,609
<b>3002</b>	Operation Services	3C6JR6DG5GG382219	90854V	2016	Dodge	Ram 1500	23,591
<b>3003</b>	Operation Services	36CUR5HJXJG128428	99995V	2018	Dodge	Ram 2500	15,665
<b>3005</b>	Operation Services	1FTNS24W57DA45867	66846V	2007	Econoline	Van	27,253
<b>3006</b>	Operation Services	1C4RDHAGXKC764560	24576W	2019	Dodge	Durango	6,086
<b>3009</b>	Operation Services	1C4RDJAG5LC286704	31052W	2020	Dodge	Durango	888
<b>3010</b>	Operation Services	1FBAX2CM9KKB63431	29067W	2019	Ford	Transit	765
<b>3011</b>	Operation Services	1FTMF1CM1EFA19049	49857V	2014	Ford	F-150	30,985
<b>4001</b>	Streets	1FT7X2B67BEC95658	35015T	2011	Ford	F-150	83,973
<b>4002</b>	Streets	1FDAF56P37EB44915	25669V	2007	Ford	F-550	46,395
<b>4005</b>	Utilities	1FTMF1CM2CFB44381	50303T	2012	Ford	F-150	83,216
<b>4006</b>	Utilities	1FTBF2B63GEC16829	84814V	2016	Ford	F-250	51,405
<b>4008</b>	Streets	3C6UR5CJ5K6590405	25881W	2019	Dodge	Ram 2500	6,424

## RFP: Fleet Maintenance Services

<b>4009</b>	Streets	3C6UR5CJ5K6590406	25882W	2019	Dodge	Ram 2500	8,626
<b>4010</b>	Utilities	3C6UR5CJ8LG100750	30258W	2020	Dodge	Ram 2500	651
<b>4011</b>	Utilities	3C6UR5CJ8LG100749	30261W	2020	Dodge	Ram 2500	485
<b>4012</b>	Streets	3C6UR5CJ8LG100748	30262W	2020	Dodge	Ram 2500	111
<b>4013</b>	Streets	3C6UR5CJ8LG100747	30264W	2020	Dodge	Ram 2500	610
<b>4014</b>	Streets	3C6UR5CJ3LG178064	32471W	2020	Dodge	Ram 2500	87
<b>4015</b>	Streets	3C6UR5CJ5LG178065	32472W	2020	Dodge	Ram 2500	65
<b>5000</b>	Fire Dept.	1GT4K1BG2AF151979	13781W	2010	GMC	2500 PICK UP	143,146
<b>5001</b>	Fire Dept.	1GC1KUEG7HF220627	13783W	2017	Chevrolet	2500 PICK UP	39,204
<b>5002</b>	Fire Dept.	1GNSKDECOGR420660	13785W	2016	Chevrolet	TAHOE	36,343
<b>5003</b>	Fire Dept.	1C45DJFTXDC596520	13782W	2013	Dodge	DURANGO	78,969
<b>5004</b>	Fire Dept.	1C45DJFT1DC596521	15156W	2013	Dodge	DURANGO	123,071

*\*Subject to change at any time*

**Exhibit E**

**Fleet Maintenance Service Agreement**

**AGREEMENT BETWEEN THE TOWN OF LELAND AND \_\_\_\_\_ FOR FLEET  
MAINTENANCE**

This Fleet Maintenance Service Agreement (“Agreement”) is entered into on \_\_\_\_\_, and is by and between the TOWN OF LELAND (“TOWN” herein), a municipal corporation, and \_\_\_\_\_, (hereinafter “COMPANY”).

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES:** COMPANY shall perform all services described in the TOWN’S Request for Proposal for Fleet Maintenance Services, issued on \_\_\_date\_\_\_\_\_ (“RFP”) and COMPANY’S proposal, dated \_date\_\_\_\_\_ in response to said RFP, which are incorporated herein by reference as if fully set forth as part of this agreement. COMPANY shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
2. **ACCIDENT REPORTS:** COMPANY shall immediately report (as soon as feasible, but not more than 24 hours) to the Fleet Representative, or designee, any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, and (c) the date, time, and a description of the accident or other occurrence.
3. **LICENSES AND PERMITS:** COMPANY represents and warrants to the TOWN that all the services shall be provided by a person or persons duly licensed by the State of North Carolina to provide the type of services to be performed under this Agreement and that COMPANY has all the permits, qualifications, and approvals of whatsoever nature which are legally required for COMPANY to perform the services under this Agreement. COMPANY represents and warrants to TOWN that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for COMPANY to perform the services under this Agreement.
4. **TERM:** This agreement shall commence on \_\_\_date\_\_\_ and shall continue in full force and effect until \_\_\_date\_\_\_. The TOWN reserves the right and the company agrees to allow the TOWN the option to renew, at the TOWN’S sole discretion, for each 12-month term by written notice to

COMPANY. The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed 48 months. Renewal options must be executed by March 1 prior to the contract expiration date of June 30 of that year.

5. COMPENSATION AND PAYMENT: The amount of this Agreement will be \$\_\_\_\_\_. Payments to COMPANY by the TOWN shall be made within thirty (30) days after receipt by the TOWN of COMPANY'S itemized invoice.

The TOWN shall pay COMPANY based on the Repair Order Content and Procedures set forth in the RFP and at the rates and charges set forth in COMPANY'S proposal, dated \_date\_\_\_\_, in response to the RFP. The TOWN shall have the right to perform an audit of the COMPANY'S relevant records pertaining to the charges.

6. INDEPENDENT CONTRACTOR: COMPANY shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which COMPANY performs the services required of COMPANY by the terms of this Agreement. COMPANY shall be liable for its acts and omissions, and those of its employees, subcontractors, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between the TOWN and COMPANY. COMPANY'S officers, employees, agents, or subcontractors, if any, are not entitled to participate in a pension plan, insurance, bonus, or similar benefit the TOWN provides to its employees.

7. ASSIGNMENT/DELEGATION: The parties agree that the expertise and experience of COMPANY and any subcontractors are material considerations for this Agreement. COMPANY shall not assign or transfer any rights, duties, obligations, or interest in this Agreement nor the performance of any of COMPANY'S obligations hereunder, without the prior written consent of the TOWN'S Manager, or his or her designee, and any attempt by COMPANY to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect and a breach of this Agreement. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

8. INDEMNIFICATION

- 8.1 COMPANY, to the fullest extent permitted by law, shall protect, defend (with counsel acceptable to TOWN), indemnify, and hold harmless the TOWN, its elected officials, officers, employees, and agents (each an "Indemnified Party") from and against any and all actions, causes of actions, demands, claims, losses, expenses (including attorney's fees, expert's fees, court costs, and disbursements) or liability (collectively called "Actions") of any nature, including death or injury to any persons, property damage, or any other loss, resulting from, arising out of, or in any manner related to performance or nonperformance by COMPANY, its officers, employees, agents, or subcontractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. The acceptance of COMPANY'S services by the TOWN shall not operate as a waiver of such right to indemnification.

- 8.2 COMPANY acknowledges and agrees that it has an immediate and independent obligation to defend the TOWN, its elected officials, officers, employees, and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to COMPANY by TOWN and continues at all times thereafter. The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.
- 8.3 All of the COMPANY'S obligations under this section are intended to apply to the fullest extent permitted.
9. INSURANCE REQUIREMENTS: COMPANY agrees to have and maintain the policies set forth in the General Considerations entitled "Insurance and License" which is attached and incorporated in this Agreement as if set forth in full. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Town Attorney. These requirements are subject to amendment or waiver only if so approved in writing by the Town Attorney. COMPANY shall not commence work until all insurance required hereunder has been submitted and approved. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.
10. INSPECTION OF RECORDS: COMPANY shall maintain full and accurate records with respect to all matters covered under this Agreement for three (3) years from the date of final payment to COMPANY pursuant to this Agreement. During such period, TOWN shall have the right to examine and audit the records and to make transcripts therefrom. TOWN shall provide thirty (30) days written notice of its intent to inspect or audit any such records. Copies of such documents shall be provided to the TOWN for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available for inspection or audit at COMPANY'S address indicated for receipt of notices in this Agreement during COMPANY'S normal business hours. Where the TOWN has reason to believe that such records or documents may be discarded due to dissolution, disbandment, or termination of COMPANY'S business, or closure of the local office of COMPANY'S business, the TOWN may, by written request by the Town Attorney, require that custody of the records be given to the TOWN and that the records and documents be maintained at Town Hall. Access to such records and documents shall be granted to any party authorized to COMPANY, COMPANY'S representatives, or COMPANY'S successor-in-interest.
11. CONFLICT OF INTEREST: COMPANY shall at all times avoid conflicts of interest and take reasonable steps to avoid appearances of conflicts of interest in the performance of this Agreement. Without limiting the foregoing, COMPANY, including its officers, employees, and subcontractors, specifically covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. COMPANY further covenants that no one who has or will have any financial interest under this Agreement is an officer or employee of the TOWN.

12. NON-DISCRIMINATION & NON-HARASSMENT: COMPANY shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination and nonharassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition, or physical handicap.
13. TERMINATION: At any time and without cause, the TOWN shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to the COMPANY. In the event of such termination, the TOWN shall pay COMPANY for adequate services rendered to the termination date, but no other form of compensation shall be owed.
14. DIRECTION OF WORK: COMPANY'S work shall be performed and completed under the direction of the TOWN'S Fleet Representative.
15. GOVERNING LAW: This Agreement shall in all respects be governed by the law of the State of North Carolina without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained exclusively in the courts of Brunswick County in the State of North Carolina, and the parties consent of jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
16. COMPLIANCE WITH LAWS: COMPANY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.
17. WAIVER: Waiver of any breach or isolation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance of TOWN of the performance of any work or services of COMPANY shall not be deemed to be a waiver of any term or condition of this Agreement.
18. SEVERABILITY: Each provision of this Agreement is intended to be severable. If any term of any provision shall be determined, by a court of competent jurisdiction, to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.
19. AMBIGUITY: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
20. HEADINGS: The section headings contained in this Agreement are inserted for convenience only and shall not affect, in any way, the meaning or interpretation of this Agreement.

21. TIME: Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE HEREBY ACKNOWLEDGED AND AGREED TO:

**TOWN OF LELAND**

**COMPANY**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name, Title, Name of Company)

FEDERAL ID # \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

Brian Edes, Town Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, this the \_\_\_\_ day of \_\_\_\_, 2020.

\_\_\_\_\_

Finance Director, Town of Leland