



REQUEST FOR PROPOSAL FLEET MAINTENANCE SERVICES FOR THE CITY OF EAST RIDGE

I. PURPOSE OF REQUEST

The City of East Ridge (“City”) invites proposals from qualified Contractors to provide Fleet Maintenance and Repair Services, including all labor, parts, and material necessary for the various classifications, types, and makes/models of all city vehicles, with the exception of vehicles over one-half ton. This may not be an exclusive maintenance contract. A list of existing City vehicles is attached herein. The number, make/model, and composition of vehicles may change without prior notice. Proposers located within the city limits of East Ridge are preferred. The selection will be based on price, services, performance, and reliability of the proposers.

II. TIME SCHEDULE

It is the City’s intent to adhere to the following process and timetable resulting in the selection of a vendor. At the City’s discretion, it may change the estimated dates and the process set forth below, as it deems necessary including, but not limited to, interviews. **Proposals must be in writing in a sealed envelope and received by the City of East Ridge, Office of the City Recorder by 2:00 pm on May 31, 2022**, via U.S. Mail, Fed Ex, UPS, courier, or in person. Proposals must be clearly marked on the outside of the envelope “RFP Fleet Maintenance and Repair Services 5/31/2022.” Proposals not properly marked will not be considered. Proposals will not be considered after the listed deadline regardless of postmark. The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal, and to choose a vendor, which in the opinion of the City, will best serve the interests of the City.

City issues RFP	05/02/2022
Deadline for proposers to submit questions/clarification request in writing to City by 4:00 pm.	05/16/2022
Deadline for City to respond to written questions to all parties receiving RFP.	05/23/2022
Deadline to submit proposals	05/31/2022
Notice of Intent to Award	06/07/2022
Award of Contract by East Ridge City Council	06/23/2022

III. INSTRUCTION FOR PROPOSERS

A. All proposals must be addressed to:

PROPOSALS FOR FLEET MAINTENANCE
City of East Ridge
Office of the City Recorder
1517 Tombras Avenue
East Ridge, TN 37412

- B. The name and address of the proposing business must be shown on the **left top corner** of the envelope face.
- C. All proposals must contain three (3) complete copies of the proposal. No facsimile, electronic, or telephone proposals will be accepted.
- D. Proposals should be prepared simply and economically, providing a straight-forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.
- E. The City Recorder or City representative will notify proposers that have been preliminarily selected near or on the date indicated in the above time schedule.
- F. Proposal Submittal (using the forms in Exhibit C):
- A proposed outline of tasks, products, and a project schedule.
 - A proposed budget based on the above outline of tasks, products, and schedules.
 - Provide three (3) commercial fleet maintenance client references within the last five (5) years who are willing to validate the proposer's past performance on contracts of a similar size and scope.

IV. SELECTION CRITERIA

CRITERIA	WEIGHT GIVEN
1. 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 Proposal that will demonstrate the quality of services.	10 POINTS
2. Price	40 POINTS
3. Ability, experience, financial resources, and history of successfully completing contracts of this type, meeting projected deadlines, and experience in similar work, location, the character, integrity, reputation, judgement, and efficiency of the Proposer.	50 POINTS
TOTAL CRITERIA WEIGHT	100 POINTS

Each proposal will be independently evaluated on Criteria 1 through 3.

V. SCOPE OF SERVICES

The scope of service, operation procedures, and vehicles to be covered are attached herein as Exhibit A, B, and D respectively.

VI. TERMS AND CONDITIONS

- A. The term of the Contract shall be for a period of one (1) year beginning July 1, 2022 and ending on June 30, 2023. The contract may be extended by the City, at its sole discretion, for an additional two (2) years. The City's decision to exercise its options will be based upon satisfactory performance of fleet maintenance services. The City reserves the right, and the Proposer agrees to allow the City the option to renew, at the City's sole discretion, for up to two (2) additional years.
- B. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- C. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- D. The City reserves the right to award any contract to the next most qualified proposer if the successful proposal does not execute a contract within fifteen (15) days after the contract award.
- E. The City reserves the right to award all or a portion of the required services to more than one qualified proposer at the City's sole discretion.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A sample contract is attached as Exhibit E for informational purposes, but the City may modify this contract to suit the specific services and needs of the City. If a Proposer has any exceptions to the terms of the sample contract, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of the Agreement. The City will not consider changes to its indemnification and insurance.
- G. After preliminary selection, and prior to contract award, the City will meet with the Proposer to review procedures for invoicing, payment, reporting, and if any, monitoring contract performance.
- H. The Proposer should expect to schedule meetings with designated City staff to review service performance.
- I. The City shall not be responsible for any costs incurred to the firm in preparing, submitting, or presenting its response to this RFP.
- J. The City reserves the right to perform unannounced site visits and interview staff and management prior to selection to determine, among other things if needed:

1. Customer service responses
2. Shop organization and operation efficiency; and
3. Response time

VII. COMPENSATION

- A. Present detailed information the firm's proposed fee schedule for the specifications proposed and for any variation for the non-routine services. Provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification.
- B. Payment by the City for the services will only be made after the services have been performed and accepted by an authorized City representative. The City requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the City to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the City as described in Exhibit A under Repair Order. Monthly statements shall be submitted by the 30th of each month with a listing of all Purchase Order numbers, cost, and date identified. Payment will be made thirty (30) days after receipt of monthly statement. Discount periods must be extended if the billing invoice is returned for credit or correction.

VIII. LICENSE REQUIREMENT

Proposer must be licensed in the State of Tennessee with a valid City of East Ridge business license to perform the services included in the RFP.

EXHIBIT A SCOPE OF SERVICE

GENERAL PROVISIONS

The successful proposer 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, etc. The City's preference is for the proposer to have the ability to perform all required services. However, work may be subcontracted. When subcontractors are used, the Proposer is responsible for performance of the work including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

This Request for Proposals is divided into vehicle manufacturers, service items, and sub-items to allow the award of more than one contract, if it is deemed to be in the City's best interest.

The Proposer must have the ability to provide required preventative maintenance and repair service listed in Item E (below) for the fleet listed on Exhibit D. Any exception including subcontracting must be noted in the response.

A. Preventative Maintenance

The City's vehicles are routinely driven in short distances, frequent stop/start, and long idle periods. The attached Schedule A outlines preventive maintenance requirements due to the use conditions.

B. Repairs and Maintenance

Provide service/repairs to all common mechanical and electrical systems as needed.

C. Transport of Vehicles for Service

Provide occasional pick-up and delivery of vehicles from City departments and other locations within the City Limits, when personnel are unavailable to transport vehicles.

For vehicles not drivable, additional towing charge may be billed upon approval of the City Manager or his designee.

D. Conditions on Required Services.

- Priority 8 hours turn-around on all Police Department vehicles.
- When a prior appointment has been made for routine maintenance, the turn-around time should be no more than 6 hours.
- Provide adequate inventory on special parts to ensure minimum turn-around on non-routine repairs.

E. Repair Order Content and Procedure

The Proposer 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. Approval by the City Manager or designee is required prior to actual start of work. An invoice with the final cost shall be provided at the time the vehicle is returned to the department and a billing copy shall be sent to the City with the monthly statement.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
 - Date work performed
 - Vehicle number, license #, make & model, VIN #
 - Vehicle mileage at time of repair
 - Date in, date out, and time completed
 - Detail type of service, hours, material used, and cost associated with each
 - Subcontracted repair orders containing same information shall be attached to the repair order
- The Proposer 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 Proposer for a minimum of 120 days, 4,000 miles, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance. The Proposer shall remedy all such defects at his/her own expense with two (2) working days after notification by the City.
- Warranty and subcontracted repair orders shall be provided by the Proposer. The Proposer shall be the prime contractor; however, subcontractors may be used by the Proposer. The Proposer assumes responsibility for the work of its subcontractor. The charges for such services to the City shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.

F. The police department operates on a 24/7 basis and desires the most comprehensive service hour coverage possible. Please identify normal business hours and emergency business hours if available.

Schedule A: Preventive Maintenance Schedule

		SERVICE				
		Service A	Service B	Service C	Service D	Service E
Service		5000 Miles	10000 Miles	15000 Miles	30000 Miles	60000 Miles
1	Change engine oil and filter	X	X	X	X	X
2	Rotate tires	X	X	X	X	X
3	Inspect engine air cleaner filter	X	X	X	X	X
4	Inspect brake linings	X	X	X	X	X
5	Adjust the parking brake				X	
6	Inspect CV joints			X	X	X
7	Inspect exhaust system			X	X	X
8	Check brake fluid level	X	X	X	X	X
9	Check transmission fluid level	X	X	X	X	X
10	Check tire pressure and condition	X	X	X	X	X
11	Check windshield wiper operation, blades condition, washer solvent level, fill as needed	X	X	X	X	X
12	Check cooling system, hoses and clamps	X	X	X	X	X
13	Check front and rear shocks	X	X	X	X	X
14	Check power steering fluid	X	X	X	X	X
15	Replace air filter		X		X	X
16	Check headlight alignment			X	X	X
17	Replace fuel filter					X
18	Transmission - Change fluid, filter, & gasket				X	X
19	Check air conditioning system	X	X	X	X	X
20	Inspect front suspension, tie rod ends, & boot seals	X	X	X	X	X
21	Inspect rear axle fluid				X	X
22	Inspect and replace PCV Valve, if necessary					X
23	Replace spark plugs - 6.2L Supercharged engine					X

EXHIBIT B
OPERATING PROCEDURES FOR VEHICLE MAINTENANCE SERVICES

This exhibit sets forth the operating policy and procedures for servicing City vehicles. It discusses maintenance scheduling procedures and invoicing requirements.

Contracted maintenance facilities are expected to provide prompt, courteous and competent service to drivers. Garage staff must be knowledgeable about service procedures and initiate the service transaction within 30 minutes of their arrival and/or the time 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 Proposer with the maintenance program, the department will provide:

1. Listing of covered vehicles (Exhibit D) updated as necessary.
2. Repair orders and billing invoices must refer to the vehicles by their VIN number.
3. Department preventive maintenance schedule (Schedule A).
4. Designated Department staff contacts.

A. Safety Check

The Proposer shall perform a safety check in conjunction with all maintenance requirements listed within this RFP. These safety checks shall be performed every 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.
- ✓ **Washer Spray** - 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 or 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, top off electrolyte level, and clean top and terminals as necessary.
- ✓ **Heater-Defroster-Air Conditioner System 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. check for broken, damaged, missing, or poorly positioned parts. Inspect for open seams, holes, or any condition which could allow exhaust fumes to enter the vehicle.
- ✓ **Steering and Suspension Components** – Conduct a “look and “shake” inspection.
- ✓ **Frame/Sub-Frame and Cross Member** – Visually check for “drive-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 drive belts, and other under-hood plastic or rubber components.
- ✓ **Brakes** – Inspect all brake line hoses and master cylinder for signs of leaks or damage. Inspect front brake pads, rear brake linings, wheels cylinders, and parking brake cables and linkage. **Report estimate of remaining life 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

1. Each city department has designated a Fleet Coordinator (FC) and Fleet Representative (FR); the FR is the Proposer’s primary contact with the City. However, the FC and FR may change during the life of this agreement.
2. The Proposer shall identify a single individual by name to serve as the responsible contact for daily communication with the City regarding vehicle scheduling and vehicle status update(s).
3. The FR will contact the designated Proposer’s representative between 8:00 a.m. and 5:00 p.m., Monday - Friday to determine the status of vehicles and/or equipment being serviced. The Proposer’s representative shall provide accurate and timely information to the FR on vehicle status including but not limited to:

- What vehicle(s)/equipment are ready by vehicle VIN number.
 - What vehicle(s)/equipment are being serviced/require repair.
 - Estimated completion of vehicle(s)/equipment under repair.
 - Description of repairs and costs.
4. For other services, the department will deliver the vehicle to the Proposer's facility, and provide a description of the problem(s) of the vehicle is experiencing.
 - a. The Proposer shall contact the FR and provide an estimate and obtain authorization to proceed.
 5. After the service is completed, the Proposer shall:
 - a. Complete Vehicle Service Order ready for FR or designee to sign.
 - b. Place service reminder label on the driver's side windshield stating the next maintenance mileage and date for routine preventive maintenance.
 - c. Contact FR to provide time that vehicle is ready for transporting back to the department. 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 Proposer's representative shall provide the vehicle keys to the FR or designee.
 6. When repairs cannot be accomplished at the Proposer's facility or a department approved subcontractor's facility, the Proposer must contact the FR for instructions. No repairs shall be made by non-authorized facilities without notification of the FR.
 7. The Proposer shall report to the FR any vehicle brought in for service or repair and the Proposer has determined that the service or repair was due to driver misuse.
 8. The Proposer will be responsible for loss and damage to all department vehicles under its custody and/or control.
 9. All repair parts are to be original equipment manufacturer (OEM) or equivalent. Exceptions will be individually considered by the FR on a case-by-case basis.

C. Preventive Maintenance

The preventive maintenance services will be in accordance with the preventive maintenance schedule (Schedule A). Additionally:

1. If projected brake pad/shoe life is less than 1500 miles, replace brake pads/shoes.
2. Tires will be checked, and depth of tread will be indicated on Repair Order.
3. Turn-around time of 6 to 8 hours for routine preventive maintenance is expected.
4. When a prior appointment has been made for routine maintenance, the turnaround time should be (3 to 5) hours.

D. Non-Preventive Maintenance Service and Emergencies

1. Non-routine maintenance, other than emergencies, will be handled by appointment through the FR or designee. If a department employee delivers a vehicle to the Proposer's facility Monday through Friday between 8:00 a.m. and 5:00 p.m. requesting service without prior notification to you from the department, call the FR or designee for instructions.
2. In the event of afterhours delivery, if a department vehicle has a breakdown and the vehicle must be towed, then it will be towed to the Proposer's facility. In such a situation, the Proposer shall contact the FR for instructions.
3. There may be times when the FR calls early in the day with a specific set of instructions and later in the day changes them; or, another staff member will call to change them if the FR is not available. The last set of instructions will prevail.
4. Turn-around time of 6 to 8 hours for non-preventive maintenance service is required, unless otherwise approved by the FR.

**EXHIBIT C
PROPOSAL FORMS**

I. MANAGEMENT INFORMATION

Proposers and their subcontractor 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 Tennessee 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

SHOP NAME: _____

NAME OF SHOP OWNER(S): _____

SHOP ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

NUMBER OF YEARS IN BUSINESS: _____

AUTOMOTIVE REPAIR DEALER LICENSE NO.: _____

2. PROXIMITY TO DEPARTMENT _____ MILES.

3. NAME OF SHOP MANAGER(S): _____

4. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:

Name: _____

Title/Duties: _____

E-mail: _____

Years with Proposer: _____

Qualifications: _____

5. Emergency Contact (365 days/year; 24 hours): _____

6. Operating Hours – The Proposer shall be currently operating out of a commercial facility, which is open and accessible to department personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays).

II. REFERENCES AND QUALIFICATIONS

1. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided.

2. Approximately what percent of your shop work is currently derived from fleet business? ____%

3. Has your shop ever been a subject of Better Business Bureau action?
Yes No Describe:

4. Are you currently or have you ever previously provided repair services to other government entities? Yes No

If yes, please list the entity names, contract person and phone number:

5. Briefly describe your interest in servicing the department's fleet (see attached list of vehicles) and what factors make you the best candidate in your opinion.

COST AND CONDITIONS

Services / Costs	Police Patrol Vehicles (gasoline)		4X4 Trucks & Utility Vehicles (diesel)		Passenger Veh & Light Trucks (gasoline)	
	Labor Hrs	Material Cost	Labor Hrs	Material Cost	Labor Hrs	Material Cost
Scheduled Preventive Maintenance:						
Service A: 5000 miles						
Service B: 10000 miles						
Service C: 15000 miles						
Cost of hourly rate (not included in Service A, B, C	\$	-----	\$	-----	\$	-----
Replacement dealer parts (not included in Service A, B, C	-----	%	-----	%	-----	%
Replacement non-dealer parts (not included in Service A, B, A		%		%		%

Conditions:

- Prices for the services listed above must include all labor and material needed to complete the services specified.
- Prices proposed in this section are firm fixed prices for the initial period of the contract (one year).
- All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case- by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.
- For police patrol vehicles all parts are to be OEM Heavy Duty Police Pursuit Vehicles parts.
- Service reminder sticker is required with each service.
- Provide break down of labor hours for each periodic repair item and indicate any exceptions, if applicable. Labor hours shall be repair time, not factory time.
- 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 4000 miles, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance.

Exhibit E

FLEET MAINTENANCE SERVICE AGREEMENT

DRAFT ONLY

This Fleet Maintenance Service Agreement (“Agreement”) is entered into, by and between the CITY OF EAST RIDGE, TENNESSEE (“CITY” herein), a municipal corporation, and, _____(hereinafter “VENDOR”).

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: VENDOR shall perform all services described in the CITY’s Request for Proposal for Fleet Maintenance Services, issued on [insert date] (“RFP”) and VENDOR’s proposal, dated [insert date] in response to said RFP, which are incorporated herein by this reference as if fully set forth as part of this Agreement. VENDOR 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. VENDOR shall immediately report (as soon as feasible, but not more than 24 hours) to the City Manager 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, (c) the date, time and description of the accident or other occurrence.
3. LICENSES AND PERMITS. VENDOR represents and warrants to City that all the services shall be provided by a person or persons duly licensed by the State of Tennessee to provide the type of services to be performed under this Agreement and that VENDOR has all the permits, qualifications and approvals of whatsoever nature which are legally required for VENDOR to perform the services under this Agreement. VENDOR represents and warrants to City 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 VENDOR to perform the services under this Agreement.
4. TERM: This Agreement shall commence on [insert date] and shall continue in full force and effect until [insert date]. City shall, at its sole discretion, have the right to extend the term of this Agreement for an additional 2 years, by written notice to VENDOR. The total duration of this Agreement, including the exercise of any option under this clause, shall not exceed 5 years.

5. COMPENSATION AND PAYMENT: The amount of this Agreement shall not exceed \$ _____. Payments to VENDOR by the CITY shall be made within thirty (30) days after receipt by the CITY of VENDOR'S itemized invoice.

CITY shall pay VENDOR based on the Repair Order Content and Procedures set forth in the RFP and at the rates and charges set forth in VENDOR's proposal, dated [insert date], in response to the RFP. CITY shall have the right to perform an audit of the VENDOR'S relevant records pertaining to the charges.

6. INDEPENDENT CONTRACTOR: VENDOR shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which VENDOR performs the services required of VENDOR by the terms of this Agreement. VENDOR shall be liable for its acts and omissions, and those of its employees, subcontracts, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between CITY and VENDOR. VENDOR's officers, employees, agents or subcontractors, if any, are not entitled to participate in a pension plan, insurance, bonus or similar benefits the City of East Ridge provides its employees.
7. ASSIGNMENT/DELEGATION: The parties agree that the expertise and experience of VENDOR and any subcontractors are material considerations for this Agreement. VENDOR shall not assign or transfer any rights, duties, obligations or interest in this Agreement nor the performance of any of VENDOR'S obligations hereunder, without the prior written consent of the City Manager, or his or her designee, and any attempt by VENDOR 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 To the fullest extent permitted by law, VENDOR shall protect, defend (with counsel acceptable to CITY), indemnify and hold harmless CITY, its councilmembers, 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, experts fees, court costs and disbursements) or liability (collectively called "Actions") of any nature, including death or injury to any person, property damage or any other loss, resulting from, arising out of or in any manner related to performance or nonperformance by VENDOR, 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 VENDOR'S services by the CITY shall not operate as a waiver of such right of indemnification.

- 8.2 VENDOR acknowledges and agrees that it has an immediate and independent obligation to defend CITY, its councilmembers, 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 VENDOR by CITY 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 VENDOR'S obligations under this section are intended to apply to the fullest extent permitted.
9. INSURANCE REQUIREMENTS: VENDOR agrees to have and maintain and provide proof of professional liability insurance in the amount of \$1,000,000.00. A certificate of insurance shall be provided to the City at each renewal of this agreement. All policies, endorsements, certificates and/or binders shall be subject to approval by the City Attorney. These requirements are subject to amendment or waiver only if so approved in writing by the City Attorney. VENDOR 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: VENDOR 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 VENDOR pursuant to this Agreement. During such period, CITY shall have the right to examine and audit the records and to make transcripts therefrom. CITY 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 CITY for inspection at City 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 VENDOR'S address indicated for receipt of notices in this Agreement during VENDOR'S normal business hours.

Where the CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of VENDOR'S business, or closure of the local office of VENDOR'S business, the CITY may, by written request by the City Attorney require that custody of the records be given to the CITY and that the records and documents be maintained at City Hall. Access to such records and documents shall be granted to any party authorized by VENDOR, VENDOR'S representatives, or VENDOR'S successor-in-interest.

11. CONFLICT OF INTEREST: VENDOR 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, VENDOR, 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. VENDOR further covenants that no one who has or will have any financial interest under this Agreement is an officer or employee of the CITY.

12. NON-DISCRIMINATION & NON-HARASSMENT: VENDOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. VENDOR agrees to abide by the CITY'S Policy Against Discrimination, Harassment and Retaliation as set out below and incorporated herein by reference as if fully set forth as part of this Agreement.
 - a. *It is the policy of the City of East Ridge to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFP, Part 21: related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, sex, age, disability or national origin.*
13. IRAN DIVESTMENT ACT COMPLIANCE: VENDOR shall comply with Tennessee Code Annotated, Title 12, Chapter 12 known as the Iran Divestment Act and include in the proposal the completed Iran Divestment Act Certification, attached herein as Exhibit F.
14. TERMINATION: At any time and without cause, the CITY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to the VENDOR. In the event of such termination, the CITY shall pay VENDOR for services rendered to the termination date, but no other form of compensation shall be owed.
15. DIRECTION OF WORK: VENDOR'S work shall be performed and completed under the direction of the DEPARTMENT'S Fleet Representative.
16. GOVERNING LAW: This Agreement shall in all respects be governed by the law of the State of Tennessee without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Hamilton County in the State of Tennessee, and the parties consent to 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.
17. COMPLIANCE WITH LAWS: VENDOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

18. WAIVER: Waiver of any breach or violation 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 by CITY of the performance of any work or services by VENDOR shall not be deemed to be a waiver of any term or condition of this Agreement.
19. MERGER AND MODIFICATION: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to Tennessee Code of Civil Procedure and as a complete and exclusive statement of the terms of the agreement. No modification to this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
20. 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.
21. 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.
22. 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.
23. TIME: Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

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

CITY OF EAST RIDGE

Brian Williams, Mayor

Date

APPROVED AS TO FORM:

Mark Litchford, City Attorney

Date

VENDOR

Name (Signature)

Date

Name (Print)

Title

Name of Company

Federal Tax ID #

Exhibit F

**IRAN DIVESTMENT ACT CERTIFICATION
EFFECTIVE DATE JULY 1, 2016**

Chapter No. 817 (HB0261/SB0377). “Iran Divestment Act” enacted. Amends Tennessee Code Annotated, Title 12 by adding Chapter 12, which is to be known as the “Iran Divestment Act.” The Act requires the chief procurement officer for the State, no more than 120 days after the effective date of this Act, to publish on the State’s website, using credible information freely available to the public, a list of persons determined to be engaged in investment activities with Iran. It prohibits a person identified on the list from contracting with a local government and makes any contract entered into void. It provides that after the effective date of this Act, **every bid or proposal** made to a local government for goods or services, when competitive bidding is required, **must contain the certification stated below**, subscribed and affirmed by the bidder as true under the penalty of perjury. The Act allows the certification to be submitted electronically. **It prohibits a bid from being considered or an award being made if the bidder does not provide the certification below to the local government**, except under limited enumerated circumstances.

I certify, under penalty of perjury, that the following statement is true:

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to§ 12-12-106.”

Company Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public _____

Print Name _____

My Commission Expires: