

Specialized Fleet Vehicles for Municipal Operations, OEM Parts, & Service

Issued by THE CITY OF FAIRFAX, VIRGINIA



In collaboration with



SOLICITATION NUMBER RFP104772

RFP WEBSITE: https://eva.virginia.gov



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Attachment 00 RFP OVERVIEW

I. INTRODUCTION

The scope of this Request for Proposal (RFP) encompasses services and support across the entire United States, including all State Agencies, County Government, City Government, School Districts and other Political Subdivisions. The intent is to create a Cooperative Contract that includes regional award(s) with Offerors capable of supplying one or more of the following: Public Works Specialty Vehicles, OEM Parts, & Out-of-Warranty Service Work to governmental entities within their designated region.

A cooperative contract is competitively solicited and compliant with government procurement regulations which allows a government entity to purchase the product or service from an award Offeror(s) by utilizing the resulting contract. A business with an awarded cooperative contract may stand out from the competition by demonstrating they have met all competitive, legal, and best value requirements.

This RFP is being issued by the City of Fairfax, Virginia ("Lead Entity") in collaboration with the Procurement Professionals Alliance RFxPremier cooperative purchasing program. The purpose of this RFP is to establish one or more Master Agreements for Public Works Specialty Vehicles, OEM Parts, & Out-of-Warranty Service Work. Although this RFP is led by the City of Fairfax, the Offeror shall exclusively supply services to their designated region. The Offeror shall offer sales and/or service to the local governmental entities within this region.

About RFxPremier

RFxPremier is a division of the Procurement Professionals Alliance (PPA), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with RFxPremier's Lead Entity Model, the Lead Entity is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Sourcing Team, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.

Participation in RFxPremier Master Agreements is convenient and cost-effective for Eligible Entities—including all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations—and suppliers, with no membership or registration required.

More information about PPA, RFxPremier, and the RFxPremier Lead Entity Model can be found at www.joinppa.org and www.rfxpremier.org and in Attachment 05, Participation Information.

II. GENERAL INFORMATION AND INSTRUCTIONS

A. <u>RFP Contact.</u> The following individual is the sole contact for this RFP: David Kundid Contract Specialist II City of Fairfax, VA <u>David.kundid@fairfaxva.gov</u> 703-385-7987

B. <u>RFP Website.</u> The following website is the sole official source for RFP information and updates: https://eva.virginia.gov



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C. <u>Contract Term.</u> The contract term of this Master Agreement is for four (4) years. The Lead Entity may, prior to execution, adjust the effective date or duration of the contract term of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

D. Pricing.

- All Specialized Fleet Vehicles for Municipal Operations and OEM Parts purchase orders shall be shipped F.O.B. Destination and shall include all charges that may be imposed in fulfilling an order.
- **2.** A labor rate shall include all direct and indirect overhead costs including, but not limited to transportation, general and administrative costs, etc.
- 3. All catalog discount percentages off Manufacturer's Price List (MPL) or labor rate shall be guaranteed for the contract term of the Master Agreement. Following the initial year of the Master Agreement, any request for a labor rate increase must be made at least sixty (60) days prior to the effective date. The Contractor is permitted one (1) price increase a year that will become effective on the anniversary date of the contract. Any approved labor rate increase shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 4. <u>FEDERALLY IMPOSED TARIFFS</u>: In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in a demonstrable increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Lead Entity may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the Contractor that are provided to a Purchasing Entity under this Agreement.

Prior to the Lead Entity agreeing to a price increase pursuant to this section, Contractor must provide to the Lead Entity, the following documentation, all of which must be satisfactory to the Lead Entity:

- evidence demonstrating: (i) the unit price paid by Contractor as of the date of award for the good or raw material used to furnish the goods to the Purchasing Entity under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) Contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Lead Entity to verify that the tariff is the direct cause of the price change.
- a certification signed by Contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Purchasing Entity at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by Contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the Contractor would otherwise be unable to perform under this Agreement without such price increase.



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as requested by the Lead Entity, written instructions authorizing the Lead Entity to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by Contractor.

If the Lead Entity agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for six (6) years after the termination of this Agreement or final payment, whichever is later, or longer if required by applicable law, Contractor shall retain, and the Purchasing Entity and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractors books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Purchasing Entity, including, but not limited to those kept by the Contractor's agents, assigns, successors, and subcontractors.
- In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the purchase price shall be reduced by the same amount and adjusted accordingly.
- Any material misrepresentation of fact by Contractor relating in any way to the Purchasing Entity's payment of additional sums due to tariffs shall be fraud against the taxpayers of the Purchasing Entity and subject Contractor to treble damages pursuant to the Fraud Against Taxpayers Act, and other remedies as provided under applicable law.
- **E. RFP Documents.** This RFP consists of this RFP Overview, the following attachments, and any information or materials posted by the Lead Entity to the RFP Website, as amended:
 - 1. Attachment 01, RFP Terms and Conditions
 - 2. Attachment 02, Scope of Work
 - 3. Attachment 03, RFP Evaluation Plan
 - **4.** Attachment 04, Sample Master Agreement
 - **5.** Attachment 05, Participation Information
 - 6. Attachment 06, Protest Information
 - 7. Attachment 07, Offeror Information, Acknowledgements, and Certifications
 - 8. Attachment 08, Offeror Response Worksheet
 - 9. Attachment 09, Cost Proposal
 - 10. Attachment 10, Proposed Modifications to Sample Master Agreement
 - 11. Attachment 11, Claim of Business Confidentiality

F. Important Dates.

- 1. RFP Open Date: October 7, 2025
- 2. RFP Q&A Deadline: October 22, 2025, at 1:00 P.M. Eastern Standard Time
- 3. RFP Close Date: October 29, 2025, at 1:00 P.M. Eastern Standard Time

Dates and deadlines are subject to change. Offerors should continue checking the RFP Website for the most up-to-date information.

G. How to Ask Questions.

- 1. Read and review this RFP, including all attachments, exhibits, and amendments.
- **2.** For questions about the content of this RFP, send your questions via email to the RFP Contact. Questions must reference the specific section of the RFP to which the question relates.





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3. For assistance with technical issues associated with the RFP Website, contact https://eva.virginia.gov/get-help-customer-care-forms.html

H. How to Respond.

- 1. Read and review this RFP, including all attachments, exhibits, and amendments.
- **2.** Prepare a proposal that:
 - a. Follows the requested format;
 - **b.** Includes the Solicitation Number on all materials making up the proposal;
 - **c.** Addresses each question and request for a response in this RFP, including all questions in Attachment 08, Offeror Response Worksheet;
 - **d.** Clearly demonstrates your ability to meet the Scope of Work described in Section III and Attachment 02; and
 - e. Includes all required submissions identified in Section IV.
- 3. Submit your proposal by the RFP Close Date electronically through the RFP Website.

III. SCOPE OF WORK

A detailed description of the Deliverables being sought through this RFP is attached as Attachment 02, Scope of Work.

The scope of this RFP and its resulting Master Agreement(s) is intended to benefit all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations. Therefore, Offerors should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program within the Lead Entity or any other eligible entity. Proposals should be generally applicable to all potential Participating Entities and Purchasing Entities, except where specificity is requested.

The term of the Master Agreement(s) resulting from this RFP is anticipated to be four (4) years.

IV. OFFEROR RESPONSE

- **A.** Required Submissions. The following must be submitted with your proposal:
 - 1. Any response required to be submitted directly through the RFP Website.
 - 2. Completed and signed Attachment 07. Offeror Information, Acknowledgements, and Certifications
 - 3. Completed Attachment 08, Offeror Response Worksheet
 - **4.** Completed Attachment 09, Cost Proposal, submitted as a separate document and separate file, if submitting electronically
 - 5. Completed Attachment 10, Proposed Modifications to Sample Master Agreement
 - 6. Redlined copy of Attachment 10, Sample Master Agreement, if proposing modifications
 - 7. Completed and signed Attachment 11, Claim of Business Confidentiality
 - **8.** Redacted copy of proposal clearly marked as such, if claiming confidential, proprietary, or protected information
- **B.** Other Documents. The following are informational only and do not need to be submitted with your proposal:
 - 1. This RFP Overview
 - 2. Attachment 01, RFP Terms and Conditions
 - 3. Attachment 02, Scope of Work
 - 4. Attachment 03, RFP Evaluation Plan
 - **5.** Attachment 04, Sample Master Agreement





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- **6.** Attachment 05, Participation Information
- 7. Attachment 06, Protest Information

V. EVALUATION AND AWARD PROCESS

- **A.** Proposals will be sealed until the RFP Close Date. After opening, proposals will be evaluated in stages as set forth in this section and further detailed in Attachment 03, RFP Evaluation Plan.
 - 1. <u>Stage 1: Initial Responsiveness Evaluation.</u> Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses will be scored accordingly in accordance with Attachment 01, RFP Terms and Conditions. Proposals which are substantially incomplete or lack key information may be eliminated from further consideration by the Lead Entity. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - 2. <u>Stage 2: Mandatory Minimum Requirements Evaluation.</u> Complete and responsive proposals will be reviewed for compliance with mandatory minimum requirements. Proposals failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment 03, RFP Evaluation Plan may be eliminated from further consideration in accordance with Attachment 01, RFP Terms and Conditions, as noted above.
 - 3. <u>Stage 3: Technical Criteria Evaluation.</u> Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the Technical Criteria set forth in Attachment 03, RFP Evaluation Plan. Experience and Qualifications, ability to meet the scope of work, and production selection. Methods used to make this determination may include, but are not limited to, one or more of the following:
 - Identification of a natural break in total scores
 - Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
 - Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities.
 - 4. <u>Stage 4: Cost Evaluation.</u> Cost Proposals will be evaluated for Offerors that advanced for further consideration following evaluation of Technical Criteria based on the services listed in Attachment 03, RFP Evaluation Plan. Cost Proposals may also be subject to an independent review for reasonableness and best value by the Lead Entity. Costs determined not to be reasonable or best-value by the Lead Entity may result in all or part of Offeror's proposal being scored accordingly and not advanced for further consideration.
 - 5. All weighted scores will be totaled to arrive at the supplier's total scored evaluation. See Attachment 03, RFP Evaluation Plan for further details. The Lead Entity reserves the right to (I) negotiate any and all elements of the RFP, (II) require supplemental statements of information from any offeror, (III) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP.
 - 6. In accordance with Commonwealth of Virginia § 2.2-4302, Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the criteria involved in the Request for Proposal, including price if the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Sourcing Team shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that offeror(s). Should the Sourcing Team determine in writing and in its sole discretion that only one



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- (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- 7. It is anticipated that this RFP may result in Master Agreement award(s) to multiple Contractors, at the Sourcing Team's discretion. The evaluation process is designed to award the contract resulting from this RFP to the Supplier(s) deemed to be the most responsive and responsible concerning requirements outlined in the Technical Requirements.
- **B.** After evaluations are completed, the Sourcing Team will determine which proposals are most advantageous to the Lead Entity and potential Participating Entities and Purchasing Entities. An award will be made to the Offeror(s) which, in the opinion of the Sourcing Team, has made the best proposal and provides the best value.
- **C.** Prior to announcement of awards and execution of Master Agreements, the Lead Entity will present an award recommendation to RFxPremier for approval of the proposed awards.
- **D.** Following approval of RFxPremier, the City of Fairfax will publicly post such notice online at https://eva.virginia.gov for a minimum of ten (10) calendar days. Contracts will be awarded to eVA registered vendors only.

