

CITY OF BRISTOL, VIRGINIA



Request for Proposals (RFP)

Financing of the following:

One (1) New 2025 Pierce Saber Pumper with 152 Body

Issue Date: July 25, 2025

Due Date: August 11, 2025 2:00 p.m.

RFP # FD-26-002

CITY OF BRISTOL, VIRGINIA
300 LEE STREET
BRISTOL, VA 24201
276-645-7328

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I. INTRODUCTION AND OBJECTIVES

The City of Bristol, Virginia is seeking written proposals from qualified banking and/or financing institutions to provide lease-purchase financing for an item of personal property to be used by the City's Fire Department. The financing will be collateralized by the following equipment:

- One (1) 2025 Pierce Saber Pumper with 152 Body - **\$916,095**

The City invites proposals from experienced and reputable entities capable of offering competitive and clearly structured financing options for the acquisition of this apparatus.

II. CALENDAR OF EVENTS

Issuance Date	07/25/2025
Inquiries Deadline	07/30/2025 2:00 p.m. EST
Addendum Release	07/31/2025 (if applicable)
Due Date	08/11/2025 2:00 p.m. EST
Interviews	TBD
Award Notification	TBD

III. SCOPE OF SERVICE

The objective of this Request for Proposals (RFP) is to secure financing for:

- One (1) 2025 Pierce Saber Pumper with 152 Body

The anticipated delivery date of the vehicle is on or around November 1, 2025, and lease payments are expected to begin after July 1, 2026.

The selected proposer will be responsible for providing a lease-to-purchase financing agreement that aligns with the City's operational and fiscal requirements. Proposals should outline full financing terms including payment schedules, interest rates, fees, and any other conditions relevant to the financing.

The City will evaluate all proposals based on the criteria set forth in this RFP.

IV. SUBMITTAL REQUIREMENTS

Offerors must submit:

- One (1) original and three (3) copies of the sealed proposal
- Sealed proposals must be mailed or hand-delivered to:
ATTN: Nikki Asher
City of Bristol, Virginia
300 Lee Street, Bristol, VA 24201
- The outside of the envelope must be clearly marked with the RFP title and number.
- Offerors may also submit proposals electronically via the eVA Procurement Platform, but the required paper copies must still be submitted by the deadline.

Proposal Deadline:

All proposals must be received no later than 2:00 p.m. EST on Monday, August 11, 2025.

It is the sole responsibility of the offeror to ensure that the proposal is received at the designated location prior to the closing time set for receipt of proposals. Late proposals will not be accepted. The designated City official will determine when the deadline has been reached.

V. GENERAL REQUIREMENTS

All submitted proposals must include the following:

1. Institution Background and Qualifications
 - A description of the institution's history and relevant experience in providing municipal equipment financing.
2. Financial Capability
 - A statement demonstrating the institution's capacity to fulfill the proposed financial obligation.
3. Financing Options and Payment Schedules
 - Fixed interest rate options for the full term of the lease.
 - Payment schedule options including annual, semi-annual, and quarterly.
 - Clearly defined origination costs and total financing costs.
4. Accepted Payment Methods
 - The institution's accepted methods of payment. Note: The City prefers to make payments by City check.
5. Communication and Contact
 - The best method of communication with the financing entity throughout the term of the agreement.

VI. EVALUATION CRITERIA

Responses will be evaluated by Review Committee on the following criteria:

1. Interest rate for financing - 40%
2. Demonstration of business' historic stability as a financing entity- 15%
3. Submission of various payment periods scenarios and schedules as requested- 15%
4. Ability to accept the City of Bristol Virginia's preferred form of payment- 15%
5. Ease of communication with financing entity- 15%

The City reserves the right to award this opportunity based on the initial Proposal response without oral presentations.

VII. QUESTIONS REGARDING PROPOSAL

Questions should be submitted in writing to Nikki Asher, Purchasing Clerk, by email to nikki.asher@bristolva.org, by 2:00 p.m. EST on July 30, 2025.

Modifications to this RFP will not be considered valid unless issued in writing from the City of Bristol, Virginia.

VIII. PROPRIETARY INFORMATION

If your proposal contains proprietary information, it must be clearly stated on a separate cover explaining which sections are proprietary and why. Additionally, each page/selection must be clearly marked as to what is proprietary information.

IX. TERM

Financing Period is not to exceed 120 months for this item of personal property and will commence with the delivery and the City of Bristol, Virginia's acceptance of the individual item of personal property. Delivery of the personal property is based on vendor's availability, and as of the date of this Request for Proposal, is expected as follows:

- One (1) 2025 Pierce Saber Pumper with 152 Body delivered on or around November 1, 2025, in the amount of **\$916,095**.

The City of Bristol, Virginia reserves the right to negotiate financing with the successful financing entity on future capital items for a three (3) year period beginning the date of this award.

X. ATTACHMENTS

Attachment A-Terms and Conditions

ATTACHMENT A

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

Whenever used in this solicitation or in the Contract Documents, the following terms have the meanings indicated:

Offeror/Bidder: One who submits a response to this solicitation.

City: The term "City" shall mean the City which is the City of Bristol, Virginia through the governing body or other agent with authority to execute the contract for the City. The City's agent is the official with the authority to sign the contract on behalf of the City.

B. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".

C. APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

D. ANTI-DISCRIMINATION

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

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

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the offeror agrees as follows:
 - a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the offeror violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The offeror will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

E. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

F. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the City, the offeror certifies that the offeror does not, and shall not during the performance of the contract for goods and/or services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

G. DEBARMENT STATUS

By participating in this procurement, the offeror certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. The offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If an offeror is created or used for the purpose of circumventing a debarment decision against another offeror, the non-debarred offeror will be debarred for the same time period as the debarred offeror.

H. ANTITRUST

By entering into a contract, the offeror conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods and/or services purchased or acquired by the City under said contract.

I. MANDATORY USE OF FORMS

Failure to submit a bid or proposal on the form provided for that purpose shall be a cause for rejection of the bid or proposal. Modification of, or additions to any portion of the Request for Proposal, may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case-by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the offeror withdraw or modify nonresponsive portions of a bid or proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

J. CLARIFICATION OF TERMS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose contact information appears in the solicitation no later than ten working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

K. PAYMENT

1. To Prime Offeror:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the offeror directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the City shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.24363).
2. The prime offeror who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the City, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the City, or other appropriate penalties may be assessed in lieu of withholding such payment.

L. PRECEDENCE OF TERMS

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

M. QUALIFICATIONS OF CONTRACTOR

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the contractor to perform the services/furnish the goods and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect contractor's physical facilities prior to award to satisfy questions regarding the contractor's capabilities. The City further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, a contractor fails to satisfy the City that the contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

N. TESTING AND INSPECTION

The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

0. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

P. RECORDS RETENTION

Offerors agree to retain all books, records, and other documents relative to contracts for five (5) years following the expiration of the contract or until audited, whichever is greater. However, if any audit claim, litigation, negotiation or other action involving the records has been started as a result of the audit or before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which may arise. The City, its authorized representatives, and/or State and Federal auditors shall have full access to and the right to examine any of said materials during said period. Offerors are responsible for all costs associated with the retention of the books, records and other documents.

Q. CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The City may order changes within the general scope of the contract at any time by written notice to the Offerors. Changes within the scope of the contract include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Offerors shall comply with the notice upon receipt, unless the Offerors intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the offeror shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, the offeror shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the offeror accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the offeror to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be

allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The offeror shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

R. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies available to the City.

S. WARRANTY

The offeror agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the offeror gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of the solicitation. A copy of this warranty should be furnished with the bid. The offeror shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

T. INSURANCE

The City must be listed as a Certificate Holder when contracted work might result in injury or property damage. By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded and certifies it will immediately add the City as a Certificate Holder as listed. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. **Workers Compensation** - Statutory requirements and benefits; must provide a Certificate of Insurance showing proof of coverage. Coverage is compulsory for

employees of three or more employees, to include the employer. Offerors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. **Employer's Liability** - \$100,000.
3. **Commercial General Liability** - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City shall be added as an additional insured to the policy by an endorsement. The contractor shall be totally responsible for damages to the premises including crane and truck operations on sidewalks, pavement and or grass.
4. **Automobile Liability** - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City is to be used in the contract. The offeror must assure that the required coverage is maintained by the contractor or third party owner of such motor vehicle.)

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or	
Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate (Limits increase each July 1 through fiscal year 2031per Code of Virginia§ 8.01-581.15.)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

U. **ANNOUNCEMENT OF AWARD**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE**

During the performance of this contract, the offeror agrees to (i) provide a drug-free workplace for the offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled

substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every purchase order of over \$10,000, so that the provisions will be binding upon each vendor. from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to an offeror, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS

An offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the contractor employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the City shall offer the individual, within a reasonable period of time after the date of this objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent that the City has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

Y. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

An offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Z. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 required to include in their bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Offeror agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of offeror's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the offeror as demonstrating compliance.

SPECIAL TERMS AND CONDITIONS

A. AWARD

For goods, nonprofessional services, and insurance, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the Request for Proposal in writing at the time of responding to such Request for Proposal if so requested by the public body. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

B. PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the 90-day period, the proposal may be withdrawn at the written request of the contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

C. CANCELLATION OF CONTRACT

The City may cancel the contract without penalty when it is determined to be in the best interest of the City (termination for the convenience of the City). Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.