



*****DRAFT*****

**REQUEST FOR PROPOSAL
FLEET MAINTENANCE**

I. PURPOSE OF REQUEST.

The City of Federal Way ("City") is requesting proposals for the selection of a primary location for furnishing maintenance and repair services, including all labor, parts and material necessary for the various classifications, types and makes/models of vehicles. Please note that this would not be an exclusive maintenance contract. A list of existing city vehicles are attached herein as examples only. The number, make/model and composition may change without prior notice. Contractors located in the general areas of Federal Way, within a two (2) mile radius of City Hall are preferred. The selection will be based on overall price, services, performance and reliability of the proposers. The City's needs are outlined in the following Request for Proposal ("RFP").

II. TIME SCHEDULE.

It is the City's intent to follow the following process and timetable, resulting in the selection of a firm.

Issue RFP.....	March 12
Pre Proposal Conference at 3:00pm in City Hall Council Chambers.....	March 20
Any questions/clarifications submitted in writing to the City by:	March 28
City response to written questions <i>to all parties receiving the RFP</i>	April 4
Deadline for Submittal of Proposals at 5:00pm	April 10
Preliminary Selection of Firm	April 11
Notify Firm Chosen.....	April 18

III. INSTRUCTIONS TO CONTRACTORS.

A. All proposals must be addressed to:

Faith Ferreria, Support Services Coordinator
City of Federal Way
P.O. Box 9718
Federal Way, WA 98063-9718
(253) 661-4049

B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: **"RFP - FLEET MAINTENANCE"**. The name and address of the proposing business must be shown on the face of the envelope. All proposals must be received by **5:00pm on Thursday, April 10**, at which time they may be opened. Three (3) copies of the proposal must be enclosed in the sealed envelope. No facsimile, electronic or telephone proposals will be accepted. Proposers are cautioned that failure to comply may result in non-acceptance of the offer.

C. 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. Use of recycled paper for requests and any printed or photocopied material created pursuant to a contract with the City is desirable whenever practicable. Use of both sides of paper sheets for any submittals to the City is desirable whenever practicable.

- D. The Support Services Coordinator or representative will notify the firm selected near or on the date indicated above.

- E. Proposal Submittal (using the forms in Exhibit C):
 - The names of individuals who will be working on City vehicles and their qualifications, experience, area of expertise, and time employed by the Contractor.
 - Specific Contractor's training program and employment requirement in the areas applicable to the services requested.
 - A proposed outline of tasks, products and the number of hours required to complete each task or product.
 - A proposed cost based on the above outline of tasks, products and hours.
 - The service department's operating schedule; how would the Contractor handle off-schedule work?
 - A minimum of five references wherein services were performed within the past year, including company name, contact person, address and phone number. Other municipalities are preferred.
 - Sub-contractor(s): list qualifications, contact person and phone number.
 - Major supplier - list contact person and phone number.
 - Failure to complete all the proposal forms in Exhibit C may result in disqualification of the proposal.

IV. SELECTION CRITERIA.

Criteria.....	Weight
1. Price.....	40%
2. 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, judgment and efficiency of the Contractor.	40%
3. 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 Contractor that will demonstrate the quality of services.	20%
Total Criteria Weight100%

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

V. SCOPE OF SERVICES.

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

VI. TERMS AND CONDITIONS.

- A. This proposal shall be for a period of two (2) 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 Contractor.
- D. The City reserves the right to award all or a portion of the required services to the most qualified contractor at the City's sole discretion.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide the City the services described in the attached specifications, or until one or more of the proposals have been accepted and an agreement executed by the City, whichever occurs first.
- 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 copy of the contract is available for review. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office.
- G. Prior to contract award, the City will meet with the Contractor to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance. The Contractor should expect that the City will use standard industry rate publications for cost guidelines, obtain second opinions of random service estimates, and schedule quarterly meetings with shop management to review service performance.
- H. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.

VII. COMPENSATION

Payment by the City for the services will only be made after the services have been performed and accepted by authorized City representatives. 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 Repair 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. RFP CONTENTS AND ATTACHMENTS	Page
1 This RFP	1-4
2 Exhibit A – Scope of Service	5-6
Schedule A: Preventive Maintenance Schedule.....	7
3 Exhibit B – Operating Procedures	9-11
4 Exhibit C – Proposal Forms, consisting of	
I. Management Information	13-14
II. References	15-16
III. Supplemental Questionnaire	17
IV. Facility Description	18
V. Subcontractor List	19
VI. Cost and Conditions	20
VII. Proposal Pricing Work Sheet.....	21-22
5 Exhibit D – Vehicle List	23-24
6 Exhibit E – Sample of Maintenance/Labor contract agreement.....	25-31

EXHIBIT A SCOPE OF SERVICE

GENERAL PROVISIONS

The successful contractor must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The City's preference is to have a primary Contractor that has the ability to perform all required services if possible. However, work may be sub-contracted. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

This Request For Proposal is divided into 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 City of Federal Way reserves the right to award all items and sub-items to one or more vendors, multiple items with sub-items to one vendor, or in any manner deemed to be most advantageous to the City.

The Contractor must have the ability to provide required preventative maintenance and repair service listed in Section 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 distance; frequent start/stop; and long idle periods. The attached Schedule A outlines preventative maintenance requirements due to the use conditions. The average annual usage is normally around 10,000 miles for general purposes vehicles 20,000 miles for Police vehicles.

B. Repairs and Maintenance

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

C. Transport of Vehicles for Service

- Contractor is responsible for transport (pickup and delivery) of vehicles for all preventative and scheduled services from the following four (4) locations:
 - City Hall - 33530 1st Way South
 - Steel Lake Maintenance Shop - 31130 28th Ave South
 - Public Safety – 34008 9th Avenue South, Bldg B
 - Klahanee Lake Community Center – 33901 9th Avenue South
- For non-scheduled emergency service, courtesy transportation for customer to and from city facilities and other locations within city limits.
- For vehicles not drivable, additional towing charge may be billed upon approval of authorized city staff.

D. Conditions on Required Services

- 24-hour turn-around on common repairs (including brakes, etc.) and routine maintenance.
- Provide adequate inventory on special parts to ensure minimum turn-around on non-common repairs.
- Wash and vacuum vehicle after each service

E. Repair Order Content and Procedure

The Contractor shall provide repair orders for all services provided containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion time, and estimate cost signed by the city staff upon pick-up/drop-off. A confirming copy with final cost shall be mailed to City upon completion, and a billing copy shall be sent to the City with the monthly statement.
- Actual work/cost above written estimate requires City approval prior to work start.
- Authorization of work by designated City Fleet Coordinator 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 work performed
 - Vehicle and/or license #, make/model
 - Vehicle mileage at time of service/repair
 - Date in / date out / time completed
 - Detail type of service, hours, material used, and cost associated with each.
 - Subcontracted repair orders containing same information shall be attached to contractor repair order.
- The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 90 days or 4,000 miles, whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within one (1) working day after notification by the City.
- Warranty and subcontracted repair orders need to be provided by the Contractor. Contractor is prime contractor; however, subcontractors may be used by Contractor. Contractor assumes responsibility for work of subcontractors. 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. Hours of Operation

The City has a number of services that are active on a 24/7 basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.

G. Quarterly Reports of Repairs/Maintenance

The Contractor shall submit a quarterly report listing all repairs and maintenance performed on each vehicle within 30 calendar days at the end of each quarter.

The report shall contain, at a minimum, the following information for each service provided in table format, submit one (1) hard copy and also electronic file (excel or access preferred):

- work order number, vehicle number, and current mileage
- service order, date and time
- service completion, date and time
- vehicle pick-up and return, date and time
- service provided and costs (breakdown by labor and material)

Schedule A: Preventive Maintenance Schedule

Service		Service Frequency				
		Service A	Service B	Service C	Service D	Service E
		3 month 3750 miles	6 month 7500 miles	12 month 15000 miles	24 month 30000 miles	48 month 60000 miles
1	Change Engine Oil	X	X	X	X	X
2	Change Engine Oil Filter	X	X	X	X	X
3	Check Air Filter Condition	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 Drive Tran Fluid Levels (Transmission, Transfer case, Differential)	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 & 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
22	Rotate Tires (4 Way - Front To Rear)		X	X	X	X
23	Air Filter - Replace			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	Electronic Engine Analysis - Check Spark Plug Wires, Distributor Cap And Rotor			X	X	X
28	Fuel Filter - Replace			X	X	X
29	For Diesel engines, check & drain fuel/water separator	X	X	X	X	X
30	Spark Plugs - Replace					X
31	Transmission - Change Fluid, Filter, Gasket			X	X	X
32	Adjust Valve Clear and Where Applicable				X	X
33	Brakes - Replace brake fluid				X	X
34	Tire - Balance and Alignment				X	X
35	Breather - Replace				X	X
36	Differential fluid - Replace fluid				X	X
37	Drain And Fill Transfer Case (4X4)				X	X
38	Drive Belts - Replace				X	X
39	Hoses - Replace				X	X
40	Check all Seat Belts			X		
41	Brake - Repack wheel bearings, Replace seals				X	X
42	Check Air Condition System, Freon Level And Compressor Operation Where Applicable					X
43	Check And Adjust Timing And Idle Speed Where Applicable					X
44	Drain And Refill Front And Rear Axles (4X4)				X	X
45	Flush And Replace Coolant					X
46	Replace PCV Valve and Filter					X
47	Service Carburetor/ Flush Fuel Injection System					X

48	Shock absorbers - Replace					x
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EXHIBIT B

OPERATING PROCEDURES FOR VEHICLE MAINTENANCE SERVICES

This section sets forth the operating policy and procedures for servicing City vehicles and equipment. It discusses maintenance scheduling procedures, loaner 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 15 minutes of their arrival and/or 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 Contractor with the maintenance program, the City will provide:

1. Listing of covered vehicles (Exhibit D) by work order number, updated as necessary.
2. Repair orders and billing invoices must refer to the vehicles by their work order number.
3. City preventative maintenance schedule (Schedule A)
4. Designated staff contact.

A. Safety Check

The Contractor shall perform a safety check in conjunction with all maintenance requirements listed within this Request For Proposal. 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.
- 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 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 others signs of needed repair.

B. Scheduling of Maintenance and Service Procedures

1. City will designate a specific Service Representative (SR). Although the garage will have contact with other City operations staff, the SR is your primary contact with the City.
2. The contracted garage 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 SR will contact the designated garage representative between 7:30 a.m. and 5:00 p.m., weekdays to determine the status of vehicles and/or equipment being serviced. The garage contact should provide accurate and timely information to the SR on vehicle status including but not limited to:
 - What vehicles/equipment are ready by vehicle number.
 - What vehicles/equipment are being serviced/require repair.
 - Estimated completion of vehicles/equipment under repair.
 - Description of repairs and costs.
4. On a monthly basis, the designated garage representative will provide the City's SR in writing of:
 - a. Vehicles/equipment due for service (estimated arrival time if available) and type of preventative maintenance service to be done.
 - b. Significant problems vehicle/equipment is having as relayed by driver/operator if necessary.
5. For other services, the vehicle driver will deliver the vehicle to your facility, and provide a description of problem of the vehicle.
 - a. Contractor to shuttle driver back to work within 30 minutes.
 - b. Contractor to contact SR for estimates and obtain authorization to proceed. For services estimated over \$500, Contractor must obtain SR written approval via fax or e-mail.
6. After the service is completed:
 - a. Complete Vehicle Service Order ready for SR or designee to sign.
 - b. Place service reminder label on the driver's side windshield stating the next maintenance Mileage and Date for routine preventative maintenance.
 - c. Wash the exterior and vacuum the interior of vehicle.
 - d. Contact SR to provide time that vehicle is ready for transporting back to the original location. If the SR is not available, leave a voicemail message.
 - e. SR or designee will check work performed, sign off Service Order, and accept the keys from Contractor representative.
7. When repairs cannot be accomplished at your facility or a subcontractor facility identified in the proposal, you must contact the SR for instructions. No repairs shall be made by non-authorized facilities without notification of the SR.
8. The City asks that you report to the SR any vehicle brought in for service or specific concern with problems caused by driver misuse.
9. The Contractor will be responsible for loss and damage to all City vehicles under its custody and/or control.

C. Preventive Maintenance

The Contractor will provide a listing of vehicles due for preventive maintenance service at the beginning of each month. Vehicles will be listed by work order number, the type of preventative maintenance the vehicle is to receive, and the week the vehicle is due for service. City SR or designee will notify Contractor for specific dates vehicle will be ready for service.

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

1. If projected brake pad/shoe life is less than 1500 miles, replace brake pads/shoes.
2. Tires are to be replaced when they reach tread depth of 4/32 of an inch within 1500 miles.
4. Turn-around time of 24 hours for routine preventive maintenance is expected.

D. Non-Preventative Maintenance Service and Emergencies

1. Non-routine maintenance, other than emergencies, will be handled by appointment through the SR or designee. If a driver stops at your facility Monday through Friday between 7:30 a.m. and 5:00 p.m. requesting service without prior notification to you from the City, call the SR/designee for instructions.
2. After Contractor hours, if a vehicle has a breakdown or is involved in an accident and must be towed, the driver has been instructed to have the vehicle towed to your facility. The operator will then provide their own transportation. You may, therefore, encounter a disabled vehicle that has been towed to your facility during non-working hours. In such a situation, notify the SR for instructions.
3. There may be times when the SR 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 SR is not available. The last set of instructions will prevail.
4. Turn-around time of 24 hours for non-preventative maintenance service is expected unless otherwise approved by SR.

**EXHIBIT C
PROPOSAL FORMS**

I. MANAGEMENT INFORMATION

Proposers and their subcontractors must have prior successful experience performing maintenance and repair services on automobiles, must be licensed to conduct business in the State of Washington, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

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: _____

2. PROXIMITY TO CITY HALL _____ 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 Contractor: _____

Phone Numbers: Work: _____ Pager: _____

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

6. Operating Hours – The Contractor shall be currently operating out of a commercial facility, which is open and accessible to City personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00am and 5:00pm, Monday through Friday (excluding holidays). Please state hours that your facility is open for maintenance service.

Monday	_____ a.m.	to	_____ p.m.
Tuesday	_____ a.m.	to	_____ p.m.
Wednesday	_____ a.m.	to	_____ p.m.
Thursday	_____ a.m.	to	_____ p.m.
Friday	_____ a.m.	to	_____ p.m.
Saturday	_____ a.m.	to	_____ p.m.
Sunday	_____ a.m.	to	_____ p.m.

7. Please provide an experience/qualification profile for each member of your **technical staff** to include the following information. Attach additional sheets if needed.

Name	Job Title/Years in Job	Years with Contractor	Job-Related Training/ Cert./Date

8. Given the size and composition of your current staffing, will it be necessary for you to increase staffing to meet the requirements of this contract? (Explain)
9. Please describe your hiring and continued education/training requirements for mechanics?
10. The City requires bonding for individuals who will perform services on City vehicles at **no additional cost** to the City. Please certify the personnel assigned will be bondable by initialing here _____.

II. REFERENCES

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

2. Please provide **3** commercial client references, their size of fleet by vehicle type, years of contract relation, type and frequency of the service 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 your shop work is currently derived from fleet business ?
_____%

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

5. Please describe the **5** most recent customer complaints and how you resolved them.

6. Are you currently or have you ever previously contracted with a municipality to provide vehicle maintenance service? Yes No

Describe:

7. 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:

8. Briefly describe your interest in servicing the City's fleet and what factors make you the best candidate in your opinion. (Include here any information or materials that you want the City to take into consideration while evaluating your ability to perform this contract.)

9. The City reserves the right to perform unannounced site visits, interview staff and management, and test repairs prior to selection to determine, among other things:

- the customer service responsiveness
- the shop organization and operation efficiency
- the response time

III. SUPPLEMENTAL QUESTIONNAIRE

1. City drivers are usually in a hurry and need to return to work. Their expectation is to be acknowledged and served promptly, courteously and competently. How will you do this?

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

3. City requires the Contractor to designate one person from the shop to work with the City representatives and communicate vehicle repair status and scheduling on a routine basis. Please identify this position and the qualifications you will establish for this position.

4. The City expects 24 hours turn around time for preventive and for routine repair services. Can you meet this standard and provide quality repair work? Yes [] No []

5. Please specify whether 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 City requires use of OEM parts for all services unless specifying herein or otherwise approved by SR prior to repair for all services.*

6. List days and hours of shop operations and after-hour emergency services availability.

7. Describe the availability of secured parking for vehicles in for repairs.

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 year.

Equipment/Function	Make	Model	Age
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- 3. Describe what provisions and procedures you have in place to dispose of hazardous substances, oils, coolants, etc.

- 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. Describe any experience that you have in servicing/maintaining lift-equipped vehicles.

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

- 8. With each service, vehicle washing and interior vacuuming is expected. Can you provide this performance standard or specialized service? Yes No

- 9. Can you perform emergency roadside service as required? Yes No

V. SUBCONTRACTORS

Proposers unable to perform all services listed herein may subcontract out those services outside of their expertise. However, the successful proposer responding to the solicitation shall be considered the primary Contractor, and therefore 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 subcontractor(s). Indicate on the following list the name and location of all subcontractor(s).

<u>Service</u>	<u>Sub-contractor (Name/Location)</u>	<u>Primary Contact</u>	<u>Phone</u>
ENGINE WORK			
--Minor Work	_____	_____	_____
--Major Rebuild/Repair	_____	_____	_____
ELECTRICAL			
DRIVABILITY			
--Tune Up	_____	_____	_____
--Fuel System	_____	_____	_____
--Ignition System	_____	_____	_____
--Coolant System	_____	_____	_____
HEATING/AIR CONDITIONING	_____	_____	_____
POWER TRANSMISSION			
CHASSIS			
--Steering	_____	_____	_____
--Suspension	_____	_____	_____
--Tires	_____	_____	_____
--Wheels	_____	_____	_____
BRAKES	_____	_____	_____
BODY REPAIR			
OTHER			
	_____	_____	_____
	_____	_____	_____

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. Interior vacuum and exterior wash and service reminder sticker are required with each service.

Proposers 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 awards when an error in extending total amounts occurs. Proposers who restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.

The City is required to pay Washington State Sales or Use Taxes for most goods and services. The City is exempt from Federal Excise and transportation taxes. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item.

COMPANY	DELIVERY GUARANTEED	DAYS AFTER ORDER	
ADDRESS	PROMPT PAYMENT DISCOUNT TERMS:		
CITY	STATE	ZIP CODE	PHONE
AUTHORIZED REPRESENTATIVE (<i>Print</i>)	TITLE	SIGNATURE	

Proposals signed by an agent are to be accompanied by evidence of their authority.

COST AND CONDITIONS

Services/Costs	Passenger Veh & Light Trucks		4x4 Trucks and Utility Vehicles		Police Patrol Vehicles	
	Labor Hr	L&M Cost	Labor Hr	L&M Cost	Labor Hr	L&M Cost
Scheduled Preventive Maintenance:						
Service A: 3 months or 3750 miles Service						
Service B: 6 months or 7500 miles Service						
Service C: 12 months or 15000 miles Service						
Service D: 24 months or 30000 miles Service						
Service E: 48 months or 60000 miles Service						
Periodic Repairs/Services:						
Brake - replace pads/shoes						
Brake - replace rotor/drum						
Transmission overhaul						
Carburetor						
Gear box						
Engine overhaul						
Water pump						
Exhaust						
Mufflers						
Timing belt						
Tires - Wheel balance						
Tires - Wheel alignment						
Batteries						
Alternator						
Brake Master Cylinder						
Coolant						
Cap, Rotor and Spark Plug Wires						
Fan Motor						
Fuel Injectors						
PCV Valve						
Power Steering Pump						
Spark Plug Wires						

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 (two years).
- 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 O.M. Heavy Duty Police Pursuit Vehicles parts.
- Interior vacuum and exterior wash and service reminder sticker are 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, a standard 90-day warranty will be required on all labor and materials.
- Please specify: Parts not included/identified in above services will be based on _____% of the manufacturer list price.

Exhibit D
LIST OF CITY VEHICLES

Eqpt #	Year	Make		Model	Vin #	Dept	Division	Mileage Jan2003	Mileage Apr2002
300	2000	Ford		Ranger	1FTYR10C3YPA90353	CD	Pool	13,200	9,532
301	2000	Ford		Focus	1FAFP33P1YW314528	CD	Pool	17,900	13,800
302	2000	Ford		Focus	1FAFP33P2YW364256	CD	Pool	13,600	7,094
350	1998	Ford		Ranger	1FTYR14U4WPA72802	CD	Bldg Insp/ DavidL	24,900	38,467
351	1998	Ford		Ranger	1FTYR14U6WPA72803	CD	Bldg Insp/ MacM	37,300	31,664
352	1998	Ford		Ranger	1FTYR14U8WPA72804	CD	Bldg Insp/ JoanH	22,000	16,766
355	1999	GMC		Sonoma	1GTCS19X0XK512837	CD	Bldg Insp	26,100	20,305
356	2000	Ford		Ranger	1FTYR14V3YPB16980	CD	Bldg Insp/ MichaelL	19,200	13,036
325	1992	Ford	Ranger	R10 PU	1FTCR14X0NPB01330	CD	Bldg/Code Enf (sign)	39,400	38,394
108	1991	GMC	flat bed	Truck	1GDKC34N8MJ520059	PK	Maint w/tow equip	48,000	47,540
111	1992	Ford	5 pass	Aerostar	1FMDA11UXNZB06007	PK	CSC PK Rec	58,000	57,613
310	1992	Chev	4WD	S10 Blazer	1GNCS13W0N2207049	CD/M. Nordby	Bldg/Code Enf	38,500	36,192
115	1994	Ford	14 pass	Minibus	1FDKE30G1PHB97535	PK	CSC Rec tours bus	29,600	26,123
112	1995	Chev	Cargo	Van	1GCEG25H2SF133595	PK	Maint	25,400	23,516
116	1992	GMC	RallyVan	Van	2GDGG39KON4521239	PK	CSC Senior tours	62,200	50,446
101	1999	Chev		Utility Truck	1GBGC24R5XF097041	PK	Irrigation	12,800	7,862
102	2002	Chev		S10 Blazer 2WD	1GNCS13W62K217578	PK	Maint	3,400	6
103	2002	Ford		F250 PU	1FTNF21L02ED14052	PK	Maint	2,900	5
104	2002	Chev	G/Express Van	Van	1GCGG25R121229376	PK	Rec	1,700	6
117	1997	Chev	CK20953	XMT PU	1GCGK29J8VE271009	PK	Maint	20,700	17,161
118	1992	Ford		Ranger	1FTYR14UXWPA72805	PK	Maint	34,500	28,098
119	1998	Ford		Ranger	1FTYR14U1WPA72806	PK	Maint	25,600	19,884
120	1998	Ford		Ranger	1FTYR14U3WPB12075	PK	Maint	34,000	27,590
121	1998	Ford		Ranger	1FTYR14U5WPB12076	PK	Maint	8,900	2,944
122	1992	Chev		K2500PU	1GCGK24R5WZ267314	PK	Maint	17,000	12,192
123	2000	Ford		F550	1FDAF56SXYEB80476	PK	Maint	6,800	4,519
124	2000	Ford		F550	1FDAF56S1YEB80477	PK	Maint	8,900	5,480
219	1991	Jeep	4 door	Cherokee 4x4	1J4FJ88S8ML500899	PW	ST Pool	89,300	84,673
221	1992	Ford	Econoline	E150 van	1FTDE14Y5NHA44688	PW	DS Project Insp	110,800	101,885
222	1992	Ford	Econoline	E150 van	1FTDE14Y3NHA44687	PW	DS Project Insp	85,000	76,192
226	1992	Chev	3/4T 4WD	2500 PU	1GDGK24K2NE205510	PW	SWM on call	130,700	126,580
228	1992	Ford	R10	Ranger PU	1FTCR14U0NPB06825	PW	ST Pool	77,000	76,633
232	1993	GMC	3/4T 2WD	C2/PU	1GTFC24K9PE529730	PW	ST Maint	102,900	97,127
234	1993	Ford	Aerostar	Cargo Van	1FTCA14U4PZB73507	PW	SWM Water Quality	35,000	31,251
235	1994	Peterbilt	CDL req'd	Dump truck	4XPALB9X1RD346574	PW	SWM Crew/snow rem	59,500	56,082
244	1996	Ford	Ranger 4x4	PU	1FTDR15UXTPA99589	PW	SWM Const	37,700	30,224
200	1998	Chev		K30PU	1GBHK34F4WF070303	PW	SWM Crew	69,600	57,000
201	1999	Chev		Dump Truck	4KBC4B1R5XJ003611	PW	SWM Crew	14,000	10,675
240	2000	Ford		Ranger	1FTZR15V2YPB82231	PW	Street Insp	25,600	17,521
241	2001	Ford		F450 Truck	1FDXF46F41EC19396	PW	SWM Maint	11,200	4,600
242	2001	Chev		S10 Blazer	1GNDT13W51K204272	PW	Pool	14,100	7,550
243	2001	GMC		Safari Van	1GKEL19W21B516476	PW	Pool	7,900	3,561
245	2001	GMC		Sonoma	1GTDT19W518212322	PW	SWM Maint Supv	12,000	5,837
246	2001	GMC		Sonoma	1GTDT19W318214165	PW	SWM Water Quality	6,500	2,249
247	2003	Ford	Taurus	Station Wagon	1FAHP58253A199634	PW	SWM	10	
250	1992	Chev		C30PU	1GBKC34F6WJ105486	PW	Street Maint	29,100	22,446
251	1999	Chev		C30PU	1GBKC34FXXF022955	PW	Street Maint	48,200	39,320
252	1999	Mack	-	Dump Truck	4M2P270C0YM051644	PW	Street Maint	48,000	45,029
253	2003	Sterling Mack	M8500	Dump Truck	2FZAANAK63AK35013	PW	Street Maint	500	49
113	1985	Int'l Dump	CDL req'd	Dump Truck	1HTLDWNNOFHA50020	PW	ST Maint	117,000	114,000
501	1995	Ford	4 door	Taurus	1FALP5245SG286367	PS	Police Admin	89,100	

502	1995	Ford	4 door	Taurus	1FALP52U5SG242093	PS	Police Admin	70,000	
505	1995	Ford	4 door	Taurus	1FALP52U6SG250090	PS	Police Admin	53,000	47,785
506	1995	Ford	4 door	Taurus	1FALP52U7SG249241	PS	Police Admin	64,300	56,500
507	1995	Ford	4 door	Taurus	1FALP52U9SG229914	PS	Police Admin	80,000	73,042
508	1995	Ford	4 door	Taurus	1FALP52U1SG242107	PS	Police Admin	77,400	70,352
510	1995	Ford	4 door	Taurus	1FALP52U3SG242108	PS	Police Admin	70,500	62,430
512	1995	Ford	4 door	Taurus	1FALP52UXSG317306	PS	Police Admin	66,200	58,330
513	1995	Ford	4 door	Taurus	1FALP52U4SG317334	PS	Police Admin	57,000	51,961
514	1995	Ford	4 door	Taurus	1FALP52U3SG317390	PS	Police Admin	63,700	57,314
516	1995	Ford	4 door	Taurus	1FALP52U8SG177790	PS	Police Admin	66,000	61,740
517	1996	Ford	4 door	Taurus	1FALP52U1TG219556	PS	Police Admin	90,000	85,695
518	1996	Ford	4 door	Taurus	1FALP52U4TG291268	PS	PS	67,400	62,271
519	1997	Ford		Taurus	1FALP52U0VG127549	PS	PS	65,000	54,033
520	1995	Ford		Taurus	1FALP5246SA238797	PS	Police Admin	37,900	31,843
521	2001	Ford		Taurus	1FAFP55U31G176196	PS	PS	27,100	11,025
522	2002	Dodge		Intrepid	2B3HD46V92H194463	PS	Police Admin	14,300	4
523	2002	Dodge		Intrepid	2B3HD46V92H194464	PS	Police Admin	18,600	4
577	1994	Nissan		Pathfinder	JN8HD17Y8RW242297	PS	PS	--	
580	1996	Honda		Accord	1HGCE6674T026753	PS	PS	--	
581	1998	Ford		Expedition	1FMEU17L2WLA08085	PS	PS	118,900	
583	1998	Ford		F150PU	2FTZX1864WCA07486	PS	PS	40,300	37,404
602	1996	Ford	4 door	Crown Vic	2FALP71W1TX172134	Patrol	Patrol	104,800	100,927
607	1996	Ford	4 door	Crown Vic	2FALP71WXTX172133	Patrol	Patrol	99,500	96,348
611	1996	Ford	4 door	Crown Vic	2FALP71W9TX172141	Patrol	Patrol	105,100	99,480
612	1996	Ford	4 door	Crown Vic	2FALP71W8TX172132	Patrol	PS	103,000	97,574
614	1996	Ford	4 door	Crown Vic	2FALP71W6TX172128	Patrol	Patrol	100,400	94,935
617	1996	Ford	4 door	Crown Vic	2FALP71W6TX172131	Patrol	PS	109,000	103,852
618	1996	Ford	4 door	Crown Vic	2FALP71W2TX172143	Patrol	Patrol	107,800	
620	1997	Ford	4 door	Crown Vic	2FALP71W2VX152901	Patrol	Patrol	94,000	86,186
621	1997	Ford	4 door	Crown Vic	2FALP71W4VX152902	Patrol	Patrol	97,500	89,382
622	1997	Ford	4 door	Crown Vic	2FALP71W0VX152900	Patrol	Patrol	95,000	
623	1998	Ford		Crown Vic	2FAFP71W7XX109171	Patrol	Patrol	68,900	62,411
624	1998	Ford		Crown Vic	2FAFP71W9XX109172	Patrol	Patrol	76,000	66,957
625	1998	Ford		Crown Vic	2FAFP71W0XX109173	Patrol	K9	70,300	62,000
626	1998	Ford		Crown Vic	2FAFP71W2XX109174	Patrol	Patrol	57,800	50,861
627	1996	Ford		Crown Vic	2FALP71W9TX171152	Patrol	Patrol	86,700	29,628
628	1996	Ford		Crown Vic	2FALP71W0TX171153	Patrol	Patrol	87,200	74,400
630	2000	Ford		Crown Vic	2FAFP71W6YX161845	Patrol	Patrol	54,600	36,871
631	2000	Ford		Crown Vic	2FAFP71W8YX161846	Patrol	Patrol	52,700	38,186
633	2000	Ford		Crown Vic	2FAFP71W1YX161848	Patrol	Patrol	45,400	35,214
634	2000	Ford		Crown Vic	2FAFP71W3YX161849	Patrol	Patrol	57,600	39,575
635	2000	Ford		Crown Vic	2FAFP71WXYX161850	Patrol	Patrol	50,300	33,575
636	2000	Ford		Crown Vic	2FAFP71W1YX161851	Patrol	Patrol	48,300	38,539
637	2000	Ford		Crown Vic	2FAFP71W6YX166818	Patrol	Patrol	54,200	40,515
638	2001	Ford		Crown Vic	2FAFP71W11X147440	Patrol	Patrol	23,900	13,835
639	2001	Ford		Crown Vic	2FAFP71W31X147441	Patrol	Patrol	32,300	16,384
640	2001	Ford		Crown Vic	2FAFP71W51X147442	Patrol	Patrol	32,800	17,502
641	2001	Ford		Crown Vic	2FAFP71W21X147446	Patrol	Patrol	35,500	18,757
642	2001	Ford		Crown Vic	2FAFP71W41X147447	Patrol	Patrol	23,600	11,599
643	2001	Ford		Crown Vic	2FAFP71W61X147448	Patrol	Patrol	31,500	16,061
644	2001	Ford		Crown Vic	2FAFP71W31X147438	Patrol	Patrol	33,400	18,000
645	2001	Ford		Crown Vic	2FAFP71W51X147439	Patrol	Patrol	39,000	
646	2001	Ford		Crown Vic	2FAFP71W71X147443	Patrol	Patrol	28,400	
647	2001	Ford		Crown Vic	2FAFP71W91X147444	Patrol	Patrol	33,500	16,600
648	2001	Ford		Crown Vic	2FAFP71W01X147445	Patrol	Patrol	12,600	6,000
649	2002	Ford		Crown Vic	2FAFP71W42X157543	Patrol	Patrol	12,600	100
650	2002	Ford		Crown Vic	2FAFP71W62X157544	Patrol	Patrol	9,300	100
651	2002	Ford		Crown Vic	2FAFP71W82X157545	Patrol	Patrol	8,800	100
652	2002	Ford		Crown Vic	2FAFP71WXX157546	Patrol	Patrol	13,600	100
653	2002	Ford		Crown Vic	2FAFP71W12X157547	Patrol	Patrol	12,600	100
654	2002	Ford		Crown Vic	2FAFP71W32X157548	Patrol	Patrol	14,300	100
655	2002	Ford		Crown Vic	2FAFP71W52X157549	Patrol	Patrol	12,700	100
656	2002	Ford		Crown Vic	2FAFP71W12X157550	Patrol	Patrol	14,100	100
657	2003	Ford		Crown Vic		Patrol	Patrol	100	
658	2003	Ford		Crown Vic	VIN's unknown,	Patrol	Patrol	100	
659	2003	Ford		Crown Vic	new cars to arrive	Patrol	Patrol	100	
660	2003	Ford		Crown Vic	in	Patrol	Patrol	100	
661	2003	Ford		Crown Vic	April 2003	Patrol	Patrol	100	

662	2003	Ford		Crown Vic		Patrol	Patrol	100	
700	1998	Ford		Taurus	1FAFP52U0WG253358	PS	PS	72,900	64,002
800	1996	Kawa	Motorcycle	KZ1000-P15	JKAKZCP29TB514598	PS	PS	-	-
804	1996	Kawa	Motorcycle	KZ1000-P15	JKAKZCP20TB514599	PS	PS	-	29,560
802	1996	Kawa	Motorcycle	KZ1000-P15	JKAKZCP22TB514605	PS	PS	-	-
803	1996	Kawa	Motorcycle	KZ1000-P15	JKAKZCP25TB514615	PS	PS	-	25,722
804	1996	Kawa	Motorcycle	KZ1000-P15	JKAKZCP27TB514812	PS	PS	-	24,298
805	1996	Kawa	Motorcycle	KZ1000-P15	JKAKZCP20TB514814	PS	PS	-	16,708
806	1996	Kawa	Motorcycle	KZ1000-P15	JKAKZCP29TB514813	PS	PS	-	29,573
811	2001	Kawa	Motorcycle	KX1000-P21	JKAKZCP282B519502	PS	PS	-	1,957
812	2001	Kawa	Motorcycle	KX1000-P21	JKAKZCP2X2B519503	PS	PS	-	1,695
813	2001	Kawa	Motorcycle	KX1000-P21	JKAKZCP272B519507	PS	PS	-	2,006
900	1995	Ford	Van	Windstar	2FMDA5144SBC19733	PS	PS	77,100	66,476
901	1995	Ford	Van	Windstar	2FMDA514XSBC19753	PS	PS	50,000	39,297
902	1995	Ford	Cargo Van	G/EX Econoline	1FTJE34H8SHC17923	PS	PS	101,400	80,035
903	1998	Ford	Van	Windstar	2FMDA5144WBA16346	PS	PS	21,400	18,209
904	1992	Chev		Stepvan	1GCHP32K1N3315779	PS	PS	36,100	
905	1984	Chev		Trk/Ambul	1GCHD34J1EF301263	PS	PS	--	
907	2002	Chev	GMC Express	G3500 Cutaway	1GBHG31R821140893	PS	PS	--	78

Exhibit E

EXAMPLE CONTRACT – FOR REVIEW ONLY

**MAINTENANCE/LABOR AGREEMENT
FOR
FLEET MAINTENANCE**

This Maintenance/Labor Agreement ("Agreement") is dated effective this ___ day of _____, 20___. The parties ("Parties") to this Agreement are the City of Federal Way, a Washington municipal corporation ("City"), and _____, a _____ corporation ("Contractor").

- A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of **fleet maintenance for City-owned vehicles**; and
- B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Contractor shall provide the services more specifically described in **Exhibit "A" (Scope of Service)** attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than _____ ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed the sum of the following items:

- (i) Contractor's Fee. An amount equal to the sum of _____ (\$_____), **(Optional: calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B"); (Optional sales tax phrase: and Washington State sales tax equal to _____ (\$_____); for a total amount of _____; and**
- (ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Contractor in performing the Services including _____ and other reasonable costs; provided, however that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed _____ (\$_____).

4.2 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, **(Optional phrase: which invoice shall specifically describe the Services performed, the name of Contractor's personnel performing such Services, the**

hourly labor charge rate for such personnel,) and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice.

4.3 Contractor Responsible for Taxes. (Optional phrase: **Except as otherwise provided in Section 4.1 hereof,**) The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws.

Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Warranty.

6.1 Requisite Skill. The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Federal Way by obtaining a City of Federal Way business registration.

6.2 Defective Services. The Contractor shall, at its sole cost and expense, correct all Services performed which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Services.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

8. Indemnification.

8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Agreement. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

8.2 City Indemnification. The City agrees to indemnify defend and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

8.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

9. Equal Opportunity Employer.

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

10. Confidentiality.

All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential. Breach of confidentiality by Contractor will be grounds for immediate termination.

11. Insurance.

The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating that is satisfactory to the City:

11.1 Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

11.2 Commercial general liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death, products liability and property damage.

11.3 Automobile liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death, and property damage.

11.4 Garage Liability insurance with combined single limits of liability not less than \$3,000,000 for bodily injury, including personal injury or death, and property damage.

11.5 Garage Keepers Legal Liability insurance of \$20,000 times maximum vehicle capacity.

11.6 The Contractor shall include all sub-contractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each sub-contractor. Insurance coverages provided by sub-contractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

The City shall be named as additional insured on all such insurance policies, with the exception of Workers' Compensation coverages. Contractor shall provide certificates of insurance, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If Contractor's insurance policies are "claims made" or "claims paid", Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. Bond. Contractor shall obtain a _____ bond in the amount of not less than Ten Thousand Dollars and NO/100 (\$10,000.00) to insure against any theft/misappropriation of money or property during the Term of this Agreement as set forth in **Exhibit “_”**.

13. Work Product.

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Services shall belong to the City. At the termination or cancellation of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

14. Books and Records.

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

15. Safety.

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the site for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the performance of the Services. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

16. Prevailing Wages

16.1 Wages of Employees. This Agreement is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workpersons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which current "prevailing rates of wage" are attached hereto as Exhibit "F" (PLEASE ATTACH COPY) and incorporated herein by this reference. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates that are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

16.2 Agreements Exceeding One Year. Pursuant to WAC 296-127-023, or hereafter amended, the City agrees to pay any increase in the current prevailing wages if and when this Contract is extended provided that the term of the Contract exceeds one year. The City further agrees to pay the current prevailing wages at the time of additional yearly extensions, and the Contractor agrees to pay its employees the increased prevailing wage.

16.3 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Agreement do not apply to:

- a. Sole owners and their spouses;
- b. Any partner who owns at least 30% of a partnership;
- c. The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

16.4 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Agreement, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. Upon completion of

the Services, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

16.5 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

17. Clean Up.

At any time ordered by the City and immediately after completion of the Services, the Contractor, shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Services. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

18. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

19. General Provisions.

19.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

19.2 Modification. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

19.3 Full Force and Effect. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

19.4 Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

19.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

19.6 Attorney Fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington.

19.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

19.8 Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

19.9 Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

19.10 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

19.11 Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

19.12 Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

19.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

19.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

19.15 Compliance with Ethics Code. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation and/or performance of this Agreement, this Agreement may be rendered null and void, at the City's option.

(Optional Section:)

19.16 Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

DATED the day and year set forth above.

CITY OF FEDERAL WAY

By: _____
David H. Moseley, City Manager
33530 1st Way South
PO Box 9718
Federal Way, WA 98063-9718

ATTEST:

City Clerk, N. Christine Green, CMC

APPROVED AS TO FORM:

Patricia A. Richardson, City Attorney

CONTRACTOR

By: _____
(Signature)

(Name)

Its: _____

(Address)

(Title)

(Phone)

[Individual Notary]

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me, _____, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this _____ day of _____, 200_.

(typed/printed name of notary)
Notary Public in and for the State of Washington.
My commission expires _____

[Corporate Notary]

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____, 200_.

(typed/printed name of notary)
Notary Public in and for the State of Washington.
My commission expires _____