



**REQUEST FOR PROPOSAL  
FLEET MAINTENANCE SERVICES FOR BONNEY LAKE POLICE DEPARTMENT**

**I. PURPOSE OF REQUEST.**

The City of Bonney Lake ("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 Bonney Lake, within a ten (10) 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 .....	9/23/09
Any questions/clarifications submitted in writing to the City by: .....	10/7/09
City response to written questions <i>to all parties receiving the RFP</i> .....	10/14/09
Deadline for Submittal of Proposals at 4:00pm.....	10/21/09
Preliminary Selection of Vendor.....	10/27/09
Notify Firm Chosen.....	10/28/09

**III. INSTRUCTIONS TO CONTRACTORS.**

A. All proposals must be addressed to:

Woody Edvalson, Bonney Lake City Clerk  
City of Bonney Lake  
P.O. Box 7380  
Bonney Lake, WA 98391  
(253) 447-4310

B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "**Fleet Maintenance Services**". The name and address of the proposing business must be shown on the face of the envelope.

C. All proposals must be received by **5:00pm on Wednesday, October 21, 2009** 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.

D. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

E. The City Clerk or representative will notify the firm selected near or on the date indicated above.

- F. 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.
  - A proposed outline of tasks, products and project schedule including the hours required to complete each task or product.
  - A proposed budget based on the above outline of task, products and schedules
  - References

**IV. SELECTION CRITERIA.**

Criteria.....	Weight Given
1. Responsiveness of the written proposal ..... To the purpose and scope of service, completeness and clarity of all required information and any supplemental information provided by Contractor that will demonstrate the quality of services.	40%
2. Price.....	50%
3. Ability, experience, financial resources..... and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work, location, the character, integrity, reputation, judgment and efficiency of the Contractor.	10%
Total Criteria Weight.....	
100%	

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 years beginning November 1, 2009 and ending December 31, 2011. This contract may be renewed each January for the following two (2) years (2012 & 2013) upon performance audit and approval by the City. The City reserves the right and the Bidder agrees to allow the City the option to renew, at the City's sole discretion, for up to two (2) additional one-year periods. The unit price of the contract will be adjusted each year using **the Seattle Consumer Price Index –Urban (CPI-U)** rate.
- B. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

- C. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- D. The City reserves the right to award any contract to the next most qualified proposer, if the successful proposer does not execute a contract within fifteen (15) days after award of proposal
- E. The City reserves the right to award all or a portion of the required services to the more than one qualified contractor at the City's sole discretion.
- F. 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.
- G. 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 attached, exhibit E and shall include requirements to comply with ADA, Civil Rights Act and EEP requirements. 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.
- H. Prior to contract award, the City will meet with the Contractor to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.
- I. The Contractor should expect that schedule semi annual meetings with shop management to review service performance.
- J. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
- K. 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:
  - a. Customer service responsiveness
  - b. Shop organization and operation efficiency
  - c. Response time

**VII. COMPENSATION**

- A. Present detailed information the firm's proposed fee schedule for the specifications proposed and for any variation for the non-routine services, inclusive of Washington State sales tax and any other applicable governmental charges. Provide specifics as to definitions of routine versus non routine tasks, what is fixed as apposed to variable, and how costs are adjusted according to that classification
- B. Payment by the City for the services will only be made after the services have been performed and accepted by 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 .....	
2 Exhibit A – Scope of Service .....	
Schedule A: Preventive Maintenance Schedule .....	
3 Exhibit B – Operating Procedures .....	
4 Exhibit C – Proposal Forms, consisting of	
I. Management Information .....	
II. References .....	
III. Supplemental Questionnaire .....	
IV. Facility Description .....	
V. Subcontractor List .....	
VI. Cost and Conditions .....	
VII. Proposal Pricing Work Sheet.....	
5 Exhibit D – Vehicle List .....	
6 Exhibit E – Sample of Maintenance/Labor contract agreement.....	

**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 vehicle manufactures, 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 Bonney Lake 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 administrative purposes vehicles and 16,000 Police patrol vehicles.

**B. Repairs and Maintenance**

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

**C. Transport of Vehicles for Service**

- For non-scheduled emergency service, courtesy transportation for customer to and from city facilities and other locations within city limits.

City Shop – 19306 Bonney Lake Blvd  
Public Safety Bldg. – 18421 Old Buckley Hwy

- 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.
- When a prior appointment has been made for routine maintenance, the turn-around time should be four (4) hours.
- 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 Supervisor 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 120 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.

### Schedule A: Preventive Maintenance Schedule

Service		Service Frequency				
		Service A	Service B	Service C	Service D	Service E
		4 month 4000 miles	8 month 8000 miles	12 month 12000 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	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	Fuel Filter - Replace			x	x	x
28	Transmission - Change Fluid, Filter, Gasket			x	x	x
29	Check Air Condition System, Freon Level And Compressor Operation Where Applicable					x

## 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 contacts.

#### 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.
- Seat belt – Check operation of seat belts
- Windshield Wipers and Washers – Check condition of wiper arms and blades. Check aim and flow of washer spray. Fill washer reservoir with washer solvent.
- Fluid Levels – Check and replenish fluid levels in transmission, differential, steering sector 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 has designated the Fleet Supervisor as the 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 is ready by vehicle number.
  - What vehicles/equipment is being serviced/require repair.
  - Estimated completion of vehicles/equipment under repair.
  - Description of repairs and costs.
4. 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.
5. 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 for Police and Administrative vehicles only.
  - 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.
6. 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.
7. The City asks that you report to the SR any vehicle brought in for service or specific concern with problems caused by driver misuse.
8. The Contractor will be responsible for loss and damage to all City vehicles under its custody and/or control.
9. The City may, at its sole option, purchase tires from contractor at the State of Washington Contract pricing or better.

**C. Preventive Maintenance**

The City 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 will be checked and depth of tread will be indicated on work order. City will be responsible of tire replacement.
3. Turn-around time of 24 hours for routine preventive maintenance is expected.
4. When a prior appointment has been made for routing maintenance, the turn around time should be four (4) hours.

**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.

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

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?

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

6. 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:

7. 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.)

8. 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



**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	<b>SIGNATURE</b>	

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

**COST AND CONDITIONS**

Services/Costs	Passenger Veh & Light Trucks (gasoline)		4x4 Trucks and Utility Vehicles (diesel)		Police Patrol Vehicles (gasoline)	
	Labor Hr	Material Cost	Labor Hr	Material Cost	Labor Hr	Material Cost
<b>Scheduled Preventive Maintenance:</b>						
Service A: 4 months or 4000 miles Service						
Service B: 8 months or 8000 miles Service						
Service C: 12 months or 12000 miles Service						
Cost of Hourly Labor Rate (not included in Service A,B,C)	\$	----- -	\$	----- -	\$	----- -
Replacement Dealer Parts (not included in Service A,B,C)	-----	%	-----	%	-----	%
Replacement None Dealer Parts (not included in Service A,B,C)	----- -	%	----- -	%	----- -	%

**Conditions:**

1. Prices for the services listed above must include all labor and material needed to complete the services specified.
2. Prices proposed in this section are firm fixed prices for the initial period of the contract (two years).
3. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case- by-case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.
4. For police patrol vehicles, all parts are to be OEM. Heavy Duty Police Pursuit Vehicles parts.
5. Interior vacuum and exterior wash and service reminder sticker are required with each service.
6. 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.
7. Unless otherwise specified and/or agreed to, a standard 120-day or 4000 mile warranty will be required on all labor and materials.

## Exhibit D

### City of Bonney Lake Police Department Vehicles

Year	Model	Make	Org
1999	Chevy	Astro Van	PD
1999	Ford	Taurus	PD
2000	Merc	Mountain	PD
2003	Dodge	Intrepid	PD
2003	Ford	Crown Vic	PD
2003	Ford	Crown Vic	PD
2003	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Ford	Crown Vic	PD
2004	Honda	Pilot	PD
2004	Lexus	RX330	PD
2005	Ford	Crown Vic	PD
2005	Ford	Crown Vic	PD
2005	Ford	Crown Vic	PD
2005	Ford	Crown Vic	PD
2005	Ford	Crown Vic	PD
2005	Ford	Crown Vic	PD
2006	Dodge	Charger	PD
2006	Dodge	Charger	PD
2006	Dodge	Charger	PD
2006	Dodge	Charger	PD
2006	Ford	Crown Vic	PD
2006	Ford	Econovan	PD
2006	Jeep	Cherokee	PD
2007	BMW	M/C	PD
2007	Dodge	Charger	PD
2007	Hyundai	Santa Fe	PD
2008	Dodge	Charger	PD
2008	Ford	F250	PD
2008	Nissan	Maxima	PD
2008	Dodge	Charger	PD
2009	Dodge	Charger	PD
2009	Dodge	Charger	PD
2009	Dodge	Charger	PD

**Exhibit E**

**EXAMPLE CONTRACT – FOR REVIEW ONLY**

**MAINTENANCE/LABOR AGREEMENT  
FOR  
FLEET MAINTENANCE**

THIS AGREEMENT, is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CITY desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the CONTRACTOR represents that the CONTRACTOR is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the work, services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

**1. SCOPE OF WORK.**

The CONTRACTOR shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as CONTRACTOR responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

**2. TERM.**

The Project shall begin no earlier than **TBD**, and shall be completed no later than **TBD**, unless sooner extended or terminated according to the provisions herein.

**3. COMPENSATION AND METHOD OF PAYMENT.**

A. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any work rendered by the CONTRACTOR except for work identified and set forth in this Agreement.

C. The CITY shall pay the CONTRACTOR for work performed under this Agreement pursuant to accepted bid proposal attached hereto as Exhibit "A" and by this reference incorporated herein.

D. The CONTRACTOR shall submit to the CITY Clerk-Treasurer on forms approved by the Clerk-Treasurer, a voucher or invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the CONTRACTOR within approximately thirty (30) days thereafter.

**4. REPORTS AND INSPECTIONS.**

A. The CONTRACTOR at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the reports, information data, and other related materials, prepared or assembled by the CONTRACTOR under this Agreement and any information relating to personal, medical and financial data will be

treated as confidential insofar as is allowed by Washington State laws regarding disclosure of public information, Chapter 42.17, R.C.W. Generally, Chapter 42.17, R.C.W. requires disclosure of all but the most personal and sensitive information in CITY hands.

B. The CONTRACTOR shall at any time during normal business hours and as often as the CITY or State Examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the CONTRACTOR'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CONTRACTOR'S activities which relate, directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent CONTRACTOR/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of work and/or services will lie solely with the discretion of the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the work herein contemplated the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. CONTRACTOR EMPLOYEES/AGENTS

The CITY may in its sole discretion require the CONTRACTOR to remove an employee(s), agent(s) or servant(s) from employment on this Project. The CONTRACTOR may however employ that (those) individual(s) on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The CONTRACTOR shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this Agreement and/or the CONTRACTOR'S performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR; and provided further, that nothing herein shall require the CONTRACTOR to hold harmless or defend the CITY, its agents, employees and/or officers from any claims arising from the sole negligence of the CITY, its agents, employees, and/or officers. The CONTRACTOR expressly agrees that the indemnification provided herein constitutes the CONTRACTOR'S waiver of immunity under Title 51 RCW, for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, their agents, representatives, employees or subcontractors.

The CONTRACTOR shall provide a Certificate of Insurance evidencing:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
- B. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.
- C. 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.
- D. Garage Keepers Legal Liability insurance of \$20,000 time's maximum vehicle capacity.

The CITY shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the CONTRACTOR and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

The CONTRACTOR'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR'S insurance shall be primary insurance as respects the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

#### 9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the CONTRACTOR pursuant to this Agreement.

#### 10. COMPLIANCE WITH LAWS.

- A. The CONTRACTOR, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The CONTRACTOR shall fully satisfy, and shall require any subcontractors to fully satisfy, any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070. Specified retainage relating to the Project will be withheld until receipt by the City of evidence that CONTRACTOR and all of its subcontractors have fully satisfied any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070.

#### 11. NONDISCRIMINATION.

- A. The CITY is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The CONTRACTOR shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The CONTRACTOR shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. Nondiscrimination in Services. The CONTRACTOR will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age

or the presence of any sensory, mental or physical handicap.

D. The contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The contractor shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the contractor under this contract. The contractor agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the contractor failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Contractor understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Contractor shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

## 12. ASSIGNMENT/SUBCONTRACTING.

- A. The CONTRACTOR shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the CONTRACTOR not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

## 13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon the CITY unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

The CITY will have the right to make changes to the work provided for hereunder, within its general scope, and the contract time and for contract amount will be equitably adjusted to reflect the change. The CONTRACTOR will promptly commence and continue to perform the work as changed notwithstanding disagreement over the equitable adjustment owing therefore.

## 14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The CONTRACTOR shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary 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.
- B. The CONTRACTOR shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The CONTRACTOR agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

## 15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under tile Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

## 16. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds

thereof

#### 17. RETAINAGE.

Notwithstanding any other provision of this Agreement, in accordance with Ch. 60.28 RCW, the CITY shall retain from the monies earned by CONTRACTOR hereunder, five percent as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialman who shall perform any labor or furnish any supplies related to the Project, and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from CONTRACTOR. Said retainage shall be reserved in a CITY fund until thirty days following final acceptance of the Project as completed, and shall not be released to CONTRACTOR until the CITY has received certification from the Washington State Department of Revenue that all taxes, increases and penalties due from CONTRACTOR, and all taxes due and to become due with respect to the Project, have been paid in full or are readily collectible without recourse to the state's lien on the retainage, and until the requirements of section 10(C) have been satisfied.

#### 18. PERFORMANCE BOND.

In accordance with Ch. 39.08 RCW, CONTRACTOR shall furnish to the CITY a bond, with a surety company licensed as a surety in Washington as surety, conditioned that CONTRACTOR shall faithfully perform all provisions of this Agreement and pay all laborers, mechanics, subcontractors and material men, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for carrying out the Project. Said bond shall be in the amount of the total amount of this Agreement. In lieu of a bond for contracts less than \$20,000, at the option of the contractor, the CITY may retain 50% of the contract amount for 30 days after final acceptance and/or all liens are cleared and all necessary releases are received from the Department of Revenue.

#### 19. TERMINATION.

- A. Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by written notice to the CONTRACTOR. In the event of termination for the convenience of the CITY, the CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner directed by the CITY.
- B. Termination for Cause. If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

#### 201. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

#### 21. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

#### 223. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

24. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

25. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF BONNEY LAKE

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
Neil Johnson, Jr., Mayor  
Date: \_\_\_\_\_

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

EXHIBIT "A" - Project Work

