



City of Hillsboro

Proposal submissions will not be accepted in electronic form. All submissions must be delivered in hard copy in accordance with the instructions of the RFP document.

REQUEST FOR PROPOSAL

**TRADE SERVICE CONTRACT
FOR
POLICE AND LIGHT DUTY VEHICLE MAINTENANCE**

HILLSBORO, OREGON

**PROPOSAL DUE DATE AND TIME:
June 19th, 2012 at 2:00 P.M.**

PLEASE NOTE:

Copies of Request for Proposal documents obtained from sources other than the issuing department at the City of Hillsboro are not valid documents.

SPECIAL INSTRUCTIONS
COPY OF LEGAL ADVERTISEMENT

CITY OF HILLSBORO, OREGON
REQUEST FOR PROPOSAL

Notice is hereby given that the City of Hillsboro, Oregon is requesting sealed proposals for **POLICE AND LIGHT DUTY VEHICLE MAINTENANCE** services. The FACILITIES & FLEET Department is requesting proposals to support the City's need to acquire services to maintain part of its fleet.

To receive proposal documents and instructions, call the issuing City of Hillsboro Department and contact listed below.

The Pre-proposal meeting will be at 10:00 AM, Thursday, May 31st 2012, 150 E Main Street, 1st Floor, Hillsboro, OR 97123. The meeting will be held in conference room 113B & C. Hannah Hayden is the contact person.

Each proposal must contain a statement as to whether the proposer is a resident proposer, as defined in ORS 279A.120.

Sealed proposals must be received by **2:00 P.M., June 19th, 2012**, at 150 E Main St. 5th floor Facilities and Fleet Department Hillsboro, OR, 97123. Proposals will be opened immediately thereafter and the company names publicly read aloud. Proposals received after the designated time and date will be returned unopened.

No proposer may withdraw their proposal after the hour set for the opening and before award of the contract, unless award is delayed beyond sixty (60) calendar days from proposal opening date.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

The Hillsboro City Council acting as the Contract Review Board reserves the right to reject any and all proposals and to waive any and all informalities in the best interest of the City.

Dated this 18th of May 2012

Issuing Department:

Department:	Facilities & Fleet
Contact Name:	Hannah Hayden
Address:	150 E Main St, Hillsboro, OR 97123
Phone Number:	(503) 681-6400
Fax Number:	(503) 681-6431
Email:	Hannahh@ci.hillsboro.or.us

SPECIAL INSTRUCTIONS

Sent to Hillsboro Chamber of Commerce
Published: Hillsboro Argus May 18, 2012

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS	4-7
1.0 NOT USED	4
2.0 PROPOSAL SUBMISSION LOCATION	4
3.0 TIME FRAME	4
4.0 PROPOSAL SUBMISSION REQUIREMENTS	5
5.0 PROPOSAL AWARD	5
6.0 CONTRACT ADMINISTRATOR	5
7.0 TERM OF CONTRACT	5
8.0 INTERPRETATIONS AND ADDENDA	5-6
9.0 FORM OF CONTRACT	6
10.0 ESCALATION/DE-ESCALATION CLAUSE	6
11.0 INDEMNIFICATION AND INSURANCE	6
12.0 QUANTITIES	7
13.0 ORDER PLACEMENT	7
14.0 SPECIFICATION COMPLIANCE	7
15.0 CONTRACTORS RESPONSIBILITY	7
<u>SPECIFICATIONS:</u>	8
1.0 SCOPE	8-10
<u>ATTACHMENTS:</u>	
ATTACHMENT A – GENERAL INSTRUCTIONS TO PROPOSERS ATTACHMENT B – PROPOSAL FORM PACKET	
<ul style="list-style-type: none">• SAMPLE PRICING FOR SERVICES• PM TASKS• VEHICLE/EQUIPMENT LIST – CURRENT LIST OF UNITS• PROPOSERS QUALIFICATION QUESTIONNAIRE• CERTIFICATION AND CONTRACT OFFER	
ATTACHMENT C - SAMPLE TRADE SERVICES CONTRACT	
EXHIBIT A - STANDARD CONTRACT TERMS AND CONDITIONS	

SPECIAL INSTRUCTIONS

PROPOSAL TITLE: POLICE AND LIGHT DUTY VEHICLE MAINTENANCE

PROPOSAL OPENING: **2:00 PM on June 19th, 2012**

In addition to the General Instructions to proposers with the City of Hillsboro, the following Special Instructions apply to this proposal only.

1.0 NOT USED:

2.0 PROPOSAL SUBMISSION LOCATION:

2.1

City of Hillsboro
150 East Main Street
5th Floor Facilities & Fleet Department
Hillsboro, OR 97123
Attention: Hannah Hayden

2.2 It is the proposer’s responsibility to ensure that their proposal is received at the location of the proposal opening prior to the published time and date of the proposal opening. For complete details see General Instructions (Attachment A).

3.0 TIME FRAME:

ACTION	DATE
Advertise Request For Proposal	May 18, 2012
Pre-Proposal meeting First opportunity to submit questions	May 31, 2012
Last day to submit questions	June 11,2012
Proposal Opening	June 19,2012
Issue Intent to Award (tentative)	July 23,2012
New Contract Issued (tentative)	August 31,2012

3.1 The City of Hillsboro reserves the right to modify this schedule at the City’s discretion. Proper notification of changes in the proposal opening time and date will be made to all firms who request copies of this RFP.

4.0 PROPOSAL SUBMISSION REQUIREMENTS

- 4.1 Each vendor shall submit a minimum of seven (one original and six copies) sets of their response to this proposal.
- 4.2 To be considered, each submittal shall contain the following:
 - a. Signed and dated certification and contract offer
 - b. Completed proposal form
 - c. Signed copies of all addenda
- 4.3 Proposal submittals must contain all information as listed above (4.1 and 4.2) inclusive or they may be considered non-responsive.

5.0 PROPOSAL AWARD

- 5.1 Award will be to the proposer with the highest number of points.

6.0 CONTRACT ADMINISTRATOR

- 6.1 The contract administrator for this contract will be Philip Weber
Email: philipwe@ci.hillsboro.or.us

7.0 TERM OF CONTRACT

- 7.1 The contract resulting from this proposal shall be effective from the date of execution through and including one year from the signing of the contract. This agreement is automatically annually renewable for up to four (4) years unless cancelled per 7.2.
- 7.2 Contract may be canceled in whole or in part upon 30 days written notice by either the contractor or the City.

8.0 INTERPRETATIONS AND ADDENDA

- 8.1 All questions regarding the meaning or intent of the proposal documents are to be directed in writing to Phil Weber, 150 E Main St, Hillsboro, OR 97123.
Email: philipwe@ci.hillsboro.or.us
Fax: (503) 681-6431
- 8.2 Interpretations or clarifications considered necessary in response to such questions will be issued by addenda, mailed or delivered to all parties recorded by the issuing Department as having received the proposal documents. Questions received less than 7 days prior to the date for the opening of proposals may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 8.3 Addenda may also be issued to modify the proposal documents as deemed advisable by the City.
- 8.4 The City will evaluate any questions submitted, but reserves the right to determine whether to respond to the questions
- 8.5 All addenda shall be signed and returned with the proposal Form Packet.

9.0 FORM OF CONTRACT

- 9.1 The Agreement that will be executed for this contract will be a standard City of Hillsboro Trade Services contract document, which will incorporate terms and conditions from this proposal document, as well as from the vendor's proposal response. A sample trade services contract is included as Attachment C.
- 9.2 Proposers taking exception to any of the contract terms should indicate the same in their proposals or their exceptions will be deemed waived.

10.0 ESCALATION/DE-ESCALATION CLAUSE

- 10.1 Pricing for this contract will be firm for any orders placed one year from the signing of the contract. Any price decrease may be passed through in total without modification to the City after that date. However, any labor or mark-up cost increases must be approved by the City.

11.0 INDEMNIFICATION AND INSURANCE

- 11.1 Please reference General Instructions Section 23 for insurance requirements.
- 11.2 Professional liability insurance is waived for this proposal

12.0 QUANTITIES

- 12.1 Any quantities set forth in the proposal document are estimates only. Unless expressly stated, the City shall have full discretion to determine the timing of purchases and the quantities to be purchased, with no minimum.
- 12.2 The total one (1) year expenditure for this contract is estimated at \$200,000.00 to \$250,000.00.

13.0 ORDER PLACEMENT

- 13.1 Orders will be placed periodically throughout the term of the contract.
- 13.2 The City does not intend to limit itself to only those items specified. Unidentified needs may occur during the term of this contract necessitating the purchase of services for items not listed. Pricing for those items will be negotiated.

14.0 SPECIFICATION COMPLIANCE

- 14.1 Proposer shall comply with specifications as listed and shall adhere to the highest standards in the industry (BOLI, DOT, EPA, OEM, OSHA, etc.) that this RFP has solicited.

15.0 CONTRACTOR'S RESPONSIBILITY

- 15.1 It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The contractor assumes the entire responsibility for the method of performing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof, shall not affect the contractor's liability, or status as an independent contractor under this contract.
- 15.2 In the performance of work under this contract, trade related contractors shall include the cost of all small incidental materials and supplies in their invoiced hourly rate. These incidental supplies and materials include such items as fasteners, adhesives, hardware and other small expense items which are difficult to track or bill through any other process.

SPECIFICATIONS

PROPOSAL TITLE: POLICE AND LIGHT DUTY VEHICLE MAINTENANCE

PROPOSAL OPENING: 2:00 P.M. June 19, 2012

1.0 SCOPE OF WORK

- 1.1 The intent of this RFP is for the City to enter into a contract with a “contractor” for Maintenance and Repair of its Police and Fire Light Duty vehicles as well as trailers and other miscellaneous equipment. The City desires a vendor that can provide a **“one stop shop”** for all needed services, but understands that some services may need to be outsourced by the contractor. The successful vendor will operate a full service facility that encompasses vehicle preventive maintenance and all vehicle system repairs for City owned vehicles (Sedans, SUV’s, Light trucks, Trailers). This will be a one (1) year contract automatically annually renewable for up to four (4) years unless cancelled per 7.2 and will begin on or about August 31, 2012. Vehicles included in the contract shall include, but are not limited to the City’s Police patrol vehicles, Police staff vehicles, trailers, Fire command vehicles and any overflow work that cannot be completed by the City Fleet shop.
- 1.2 In conjunction with the vendor’s operational needs, the City will issue appropriate documentation of the service level needed and the corresponding unit number for each vehicle or piece of equipment.
- 1.3 Work, Material & Labor: Parts and material required in the performance of this specification shall be charged on the basis of the contractor’s cost, including any volume discounts, plus a mark-up percentage. Proposers must provide a list of proposed current labor rates and identify the fixed markup percentages in their RFP submission including examples. The City reserves the right, should it deem necessary, at any time to inspect the contractor’s actual cost and mark-up procedure. The contractor will be required to show the price paid plus the mark up for all parts and materials on each and every invoice. Failure to consistently adhere to these requirements can lead to termination of the contract.
- 1.4 Payment for all labor time performed shall be actual time not to exceed any applicable industry labor guide or labor standard. Where a standard has not been established, an agreed upon standard shall be negotiated with the designated City representative. Before any work begins on a vehicle, the contractor shall provide an itemized estimate of the labor and parts costs for each repair order (except as agreed to in section 1.5). Failure to consistently adhere to these practices can lead to termination of the contract.
- 1.5 No work shall be done by the contractor before they are authorized to do so by the designated City representative. In an effort to support operation efficiencies the City may be willing to implement a repair minimum dollar approval amount (i.e. any repairs under an agreed upon amount will not require prior authorization). The procedural details and the designated City representative who will authorize work under the contract will be established with the successful contractor before execution of the contract.

- 1.6 The successful contractor should have the ability to provide all required work directly to the City. Proposers must indicate any restrictions or specific services that they are unable to provide or types of vehicles that they are unable to repair. The City understands that with the variety of vehicles and services needed, some subcontracting may be required. Subcontracting of any vehicle repair service must be approved by the designated City representative. Cost estimates must be provided in advance. Subcontracted services may only be billed to the City at actual costs to the contractor with an agreed upon mark-up and a copy of the subcontractor's invoice must be included with the City's invoice.
- 1.7 In an effort to reduce our carbon footprint and have City vehicles readily accessible, the contractor's facilities where all maintenance and repair work will be done, except for agreed upon subcontracted work, must be located within the City limits of Hillsboro.
- 1.8 The contractor's facility must have the capacity to support the additional quantity and physical size of the City's vehicles.
- 1.9 The facility must have additional storage capacity for seasonal items such as mounted or un-mounted studded tires (approximately 20 sets) as well as specialized parts for Police equipment (lights, sirens, controllers etc.).
- 1.10 The contractor's staff must be certified in the areas of repair they are performing. (i.e. ASE, ICAR, OEM, EVT, College courses, etc.).
- 1.11 The contractor's staff (anyone that would, ride, drive, clean or repair City vehicles) must undergo background checks performed by the Hillsboro Police Department.
- 1.12 The contractor will provide pick-up and delivery services of all street legal vehicles and trailers. If a vehicle is dropped off by City staff the contractor will provide immediate (within 10 minutes of arrival) transport back to the appropriate City facility. Failure to consistently adhere to these requirements can lead to termination of the contract.
- 1.13 The contractor will have minimum normal business hours of 8 am to 5 pm Monday thru Friday. All scheduled work must be completed and the vehicles returned to the user department in the same work day. Any deviation requires approval from the designated City representative. Failure to consistently adhere to these requirements can lead to termination of the contract.
- 1.14 To support ongoing operational needs, the City desires a vendor that will provide priority service (repairs) on a drop in basis. These repairs can be but are not limited to lighting, tire repairs, wipers or other minor repairs. The City's desire is for immediate service (mechanic assignment and diagnosis /repair initiated within 10 minutes of arrival). Failure to consistently adhere to these requirements can lead to termination of the contract.
- 1.15 In addition to in-shop services, the contractor must also be willing to provide limited emergency road service and/or extended operational hours to support weather related events. Examples of such services may be but are not limited to: Jump starts, flat tire change, tire chain installation. Response time for emergency service will be as follows: no longer than one half (1/2) an hour from receipt of the request during normal hours of operation and no more than one (1.0) hour from the receipt of the request for after-hours emergency response. It is assumed that the city will pay an agreed upon rate for this type of service.

- 1.16 **Warranty:** The contractor executing a contract under the terms and conditions of this proposal package warrants that the labor supplied shall be of the highest level of expertise and that the parts and material used are in accordance with the original equipment manufacturer specified and shall be of the highest quality. If any parts or materials used in the performance of this contract are found to be defective or do not conform to the manufacturer's specifications, the City reserves the right to make the necessary changes, corrections, or repairs and to back charge the contractor for said expenses.
- 1.17 **City Reservation:** The City reserves the right to accept or reject any or all proposals or parts thereof and to award the contract as may be determined to be in the best interest of the City. This contract is not to be construed as an exclusive service contract. The City further reserves the right to purchase separately any items of repair or service, when the interest of the City may best be served thereby.
- 1.18 **Invoicing:** All invoicing for labor expended on City vehicles shall be based upon the actual labor time at the City approved labor rates referenced in section 1.2 and 1.3 above and not to exceed the provided estimate unless approved by the designated City representative. All invoicing for parts and materials used in repairing City vehicles shall clearly reflect the details as described in section 1.2 above allowed under contract with the City. Invoices SHALL be delivered to the designated City representative when the vehicle is returned to the user department. The City understands that in some rare instances providing a complete invoice at time of delivery may not be feasible. In this case prior approval by the designated City representative must be obtained. Failure to consistently adhere to these requirements can lead to termination of the contract.
- 1.19 **Proposer Qualifications:** All proposers must complete a proposer qualifications questionnaire to be included in the proposal evaluation. The information supplied will enable the City to determine whether or not the proposer has adequate personnel, facilities, and is located within the distance requirement in section 1.6 above to properly perform the work.
- 1.20 **Proposer must guarantee City-owned vehicles shall be kept in a secured area while being held for completion of work and/or storage.**

METHOD OF AWARD: It is the intent of the City to issue a single award. The firm with the highest score will be considered for award. In the event of a tie score onsite visits and or interviews will be utilized to determine the vendor best suited for the services.

The following is the scoring criteria that will be used:

Completion of proposal request information: **100 Points**
Accurate and complete responses will be awarded the highest points.

Cost: **200 points**
This is scored using the cost sample pricing information.

Sufficient staff size to meet the cities needs: **100 points**
This score will be determined by the information provided on the proposer Qualification Questionnaire.

Sufficient staff ability to meet the cities needs: **100 points**
This score will be determined by the information provided on the proposer Qualification Questionnaire.

Sufficient Facility size and secure storage to meet the cities needs: **100 points**
This score will be based on the response to the proposer qualification questionnaire.

Customer service and fleet experience: **150 points**
This score will be determined from the responses provided and follow up interviews with the provided references.

Total points possible: **750 points**

Prior Acceptance of Defective Proposals

Due to limited resources, the City generally will not completely review or analyze any proposal response which on its face fails to comply with the requirements of the proposal documents or which clearly is not the best proposal, nor will the City generally investigate the references or qualifications of those who submit such proposal responses. Therefore, acknowledgment that the selection is incomplete shall operate as a representation by the City that a response was, insufficient for consideration.

ATTACHMENT A

GENERAL INSTRUCTIONS TO PROPOSERS

The following instructions, terms and conditions apply to all proposals or other such offers to provide goods and services to the City of Hillsboro.

1. Proposals Not Available For Public Inspection At The Opening: In accordance with ORS 279 2.060(5)(a) only the names of the proposers shall be disclosed at the opening. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued.
2. The City Council of the City of Hillsboro expressly reserves the following rights
 - 2.1 To waive any and/or all irregularities in the proposals submitted.
 - 2.2 To waive any and/or all proposals or portions thereof.
 - 2.3 To base awards with due regard to price, delivery, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - 2.4 To make awards to any proposer whose proposal, in the opinion of management and the Board, is the lowest and best proposal?
3. All proposals must be sealed in an envelope and addressed to the issuing City of Hillsboro Department, Facilities & Fleet Department, Floor, 5 150 East Main Street, Hillsboro, Oregon 97123. The name and address of the proposer must appear on the outside of the envelope. The outside lower left-hand corner must state the proposal title and the proposal opening date and time.
 - 3.1 If your proposal is mailed in, it must be addressed to City of Hillsboro
Facilities & Fleet Department
Attention: Hannah Hayden
150 East Main Street, Floor 5
Hillsboro, OR 97123
 - 3.2 If your proposal is hand delivered anytime up to the scheduled proposal opening, it must be brought to:
City of Hillsboro
Facilities & Fleet Department
Attention: Hannah Hayden
150 East Main Street, 5th Floor
Hillsboro, OR 97123
4. Proposers are required to use the proposal forms furnished. Please retain a copy for your records.

Prior Acceptance of Defective Proposals

Due to limited resources, the City generally will not completely review or analyze any proposal response which on its face fails to comply with the requirements of the proposal documents or which clearly is not the best proposal, nor will the City generally investigate the references or qualifications of those who submit such proposal responses. Therefore, acknowledgment that the selection is incomplete shall operate as a representation by the City that a response was, insufficient for consideration.

5. The **Certification and Contract Offer** must be signed with ink by an individual of the company who is authorized to act in that capacity before an award will be made.
6. An offer will not be considered for award where the Certification has been deleted or modified or not properly signed prior to presentation to the City Council for award.
7. The price shall be net of all excise, state, and federal taxes. Additional 'prompt payment' cash discounts may be a factor in the analysis of the proposals. Amounts representing the total proposal price, obtained by computing the quantity times the unit price quoted, shall be entered by the proposer in the 'Total Price' column where called for. The unit price stated in the proposal will govern in case of error.
8. All prices proposed shall be FOB destination unless indicated otherwise by the City.
9. The use of the name of the manufacturer or any special brand or make in describing any item in the detailed proposal specifications does not restrict proposer to that manufacturer or specific article. This means is sometimes used simply to indicate the quality and utility of the article desired. However, the goods on which proposals are submitted must, in all cases, be equal in quality and utility to those referred to. Each proposer must furnish descriptive materials showing complete specifications of items proposal if different from that specified. Samples must be presented for inspection if requested by the City. Samples will be returned, if requested, at vendor expense.
10. The proposer further agrees to the following:
To examine all specifications and conditions thoroughly.
 - 10.1 To provide for appropriate insurance, proposal deposits, and performance bonds as required.
 - 10.2 To comply with all Federal, State, County, and City of Hillsboro laws, ordinances, and rules.
 - 10.3 To comply fully with specifications as attached for the agreed proposal and/or contract, especially where materials and work are involved.
 - 10.4 To accept any claims liens and demands to indemnify the City and preserve harmless the City or the property the entire time of equipment installation and/or contract duration.
 - 10.5 Upon completion of contract and/or delivery and installation, to pass a good, free, and clear title for goods and services rendered to the City. Such goods and services shall be free of all claims, mechanic's liens, subcontractor judgments and other encumbrances which might cloud the title to said goods and services.

11. Phone proposals are not acceptable. Telegraphic or FAX proposals will not be considered unless authorized by the Special Instructions.
12. Late proposals or modifications of proposals will be handled in the following manner:
 - 12.1 Any proposal received at the location designated in the solicitation after the exact time specified for receipt will not be considered and will be returned unopened. It is the sole responsibility of the offering vendor or contractor to ensure receipt of proposals by the City by the specified time.
 - 12.2 Any modification of proposal is subject to the same conditions as in 12a above.
 - 12.3 The City, if calling for a certain quantity, may accept the offer at the unit price quoted for any quantity up to the quantity specified. If the offering proposer cannot meet this requirement because of quantity discounts, round lots, etc., they must so state in the offer.
13. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Specification or Special Instructions.
14. Changes: The City, by written order, may make the following changes in the following areas:
 - 14.1 The method of shipment or packing.
 - 14.2 The place of delivery and installation (if required).
 - 14.3 If said change(s) increases or decreases the net cost of the product/service, the City and the proposer agree to negotiate an equitable adjustment.
 - 14.4 The proposer shall not make any changes in the specifications, method of construction, or other requirements without the express prior written consent of the City. Any proposed changes shall be presented in writing to the Contract Administrator not less than ten business days prior to the proposed effective date of said change.
 - 14.5 Any claims made for adjustment hereunder shall be served within thirty calendar days of completion of delivery or service.
 - 14.6 Nothing in this clause shall excuse the proposer from proceeding with the contract as changed.
15. Condition of Assignment: The Contract may not be assigned unless or until written approval has been granted by the Contract Manager.
16. Qualifications of proposer may be evaluated when determining award. Proposers may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.
17. All items offered of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., for which there is a UL testing procedure shall also include the UL listing, if any. Any other certification such as Factory Mutual, etc., shall be noted in the offer.

18. The City of Hillsboro reserves the right to cancel any unshipped or uncompleted portion of this contractor. Time of delivery is part of the essence of the contract and the order is subject to cancellation for failure to deliver or perform on time.
19. The contract reference shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
20. All contracts shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this solicitation shall be in the Circuit Court of Washington County. Each party to this contract shall pay for their own attorney fees and costs.
21. The City of Hillsboro is exempt from Federal Excise taxes. An exception certificate will be furnished upon request.
22. The proposer agrees to protect the City of Hillsboro against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material(s) or service(s) ordered from this solicitation, and to assume all expense and damage arising from such claims.
23. By entering into this contract, the contractor irrevocably assigns to the City any claim or cause of action which the contractor now has or which may accrue in the future, including, at City option, the right to control any such litigation, by reason of any violation of 15 USC #1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the contractor by any person which are used, in whole or in part, for the purpose of carrying out the contractor's obligations under this contract.
24. Contractor shall require any subcontractor to irrevocably assign to the City, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC #1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the right to control any litigation arising there under, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the contractor in pursuance of the completion of this contract.
25. In connection with this assignment, it is an express obligation of the contractor that it will take no action that any way diminishes the value of the rights conveyed or assigned hereunder to the City. It is an express obligation of the contractor to advise the Purchasing Agent for the City of Hillsboro:
 - 25.1 In advance, of its intention to commence any action on its own behalf regarding such claims or causes of action.
 - 25.2 Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the dependency of such action; and.
 - 25.3 The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City.
 - 25.4 It is understood that in the event that any payment under any claim is made to the contractor, it shall promptly pay over to the City its proportionate share thereof.

26. Low Tie proposals: Low tie proposals are subject to the Oregon preference contained in ORS 279A.120(2)(a) and the procedure in OAR 137-046-0300.
 - 26.1 “For the purposes of awarding a public contract, a contracting agency shall: give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal.”
 - 26.2 Low tie proposals that remain after application of the statutory Oregon preference shall be awarded according to the following sequence:
 - 26.3 Preference shall be given to the proposer whose principal offices or headquarters are located in Oregon;
 - 26.4 If a tie still remains after applying (a) above, award shall be made by drawing lots among any tied Oregon proposer. Such proposers shall be given notice and an opportunity to be present when lots are drawn;
 - 26.5 If none of the tied proposers is located in Oregon, award of the contract shall be made by drawing lots.
27. Written Notice: Any notice of change, termination, or other communication having a material effect on the contract or proposal documents, excepting addenda, shall be served in one or more of the following manners:
 - 27.1 In-person delivery to an authorized officer, employee, agent, or other representative of the contracting parties.
 - 27.2 Depositing in the US mails under certified or registered handling posted to the address(es) given in the proposal documents or the last known address(es)
28. Damage Clause: Proposer shall be responsible for redecorating, restoring, or otherwise repairing any portion of the City's premises or facilities which are damaged by proposer and its agents in the case of any work related to its obligation under this proposal, quote, RFP or resulting contract.
29. Purchasing by proposers: Proposers shall make all purchases in its own name and not in any way attempt to bind the City in its contractual agreements. Delivery of merchandise to the City’s facilities will be at proposer’s risk and expense.
30. Survival: The terms, conditions, representations and all warranties contained in this proposal shall survive the termination or expiration of any contract resulting there from.
31. Judicial Rulings: If any provision of this proposal as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable the same shall in no way affect any other provision of this proposal or resulting contract or the validity or enforceability of this proposal or resulting contract.

32. WARRANTIES: THE PROPOSER WARRANTS THAT ALL SERVICES AND PRODUCTS FURNISHED HEREUNDER SHALL BE MERCHANTABLE AND FIT FOR THE PARTICULAR PURPOSE AS SPECIFIED HEREIN. ALL WARRANTIES ASSIGNED TO THE CITY BY APPLICATION OF THE UNIFORM COMMERCIAL CODE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY INCORPORATED HEREIN.
33. Labor: Proposer shall be familiar and comply with all applicable rules and statutes found in the Oregon Revised Statutes and/or the Oregon Administrative Rules relating to minimum wage, preference in employment, eight-hour laws and other such information having a bearing on the employment of personnel for this project.
34. Labor Relations: Proposer agrees to take immediate and reasonable steps to maintain its provisions of service under this project in the event of any labor action involving its employees on City premises or elsewhere.
35. Ownership and Use of Documents: All documents, reports, proposals, submittals, working papers or other material submitted to the City from the shall become the sole and exclusive property of the City, in the public domain, and not the property of the proposer. The proposer shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.
36. Successors: All rights and obligations of proposer under this solicitation shall pass in total without modification to any successor regardless of the manner in which succession may occur.
37. Copies of proposal documents obtained from sources other than the issuing City of Hillsboro Department (such as other contractors or plan centers) are not valid proposal documents. It is the proposer's responsibility to ensure that their name is on the City's proposal holder list for that particular project in order to receive notification of all addenda as well as additional relevant information.
38. Proposal Results: A completed proposal file for this project shall be available, by appointment only, for public review at the issuing City of Hillsboro Department.
39. Complaint Processes and Remedies
 - 39.1 Complaint Processes: Vendors may comment on any specifications that they feel limit competition. Protest of specifications shall be presented to the Purchasing Division in writing no later than ten (10) calendar days prior to the proposal due date as follows:

Purchasing Division
City of Hillsboro
150 East Main Street, 5th floor
Hillsboro, Oregon 97123

40. Protests shall include the reasons for protest and any proposed changes to specifications. No protest against award because of the content of specifications shall be considered after the deadline established for submitting such protest. The protest must reference the relevant proposal.

40.1 Envelopes containing protests of specifications shall be marked as follows:

Proposal Specification Protest
Attn: Purchasing Agent

41. Remedies:

41.1 Any specification protest received in accordance with Section #50 A-C shall be reviewed by City staff.

41.2 The proposal due date may be extended if necessary to allow consideration of a protest and issuance of any addenda to the proposal documents.

42. Protest of Award: (OAR 137-047-0610) The written notice of intent to award a contract shall constitute a final decision of the City to award the contract if no written protest of the notice of award is filed with the City within seven (7) calendar days of the notice of intent to award. If a protest is timely filed, the notice of award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The notice of intent to award and any written decision denying a protest shall be sent to every proposer.

43. Right to Protest: Any actual proposer who is adversely affected or aggrieved by the City's award of the contract to another proposer on the same solicitation shall have seven (7) calendar days after award to submit to the City Purchasing Division a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protestor must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The City will not entertain a protest submitted after the time period established in this rule.

44. Authority to Resolve Protest: The City Manager, or such person's designee, shall have the authority to settle or resolve a written protest.

45. Decision: If the protest is not settled or resolved by mutual agreement, the City Manager, or such person's designee, shall promptly issue a written decision on the protest.

46. HAZARD COMMUNICATIONS: All materials that include solvents, paints, cleaning agents, chemicals, reagents or other hazardous materials shall be labeled in accordance with Oregon Administrative Rule 437-155-020 with the name(s) of the hazardous ingredient(s), the hazard(s) of the material(s) and the appropriate precautions.
- 46.1 These materials for which toxicological or hazard data is unavailable shall carry a label stating: ***"Toxicological and other hazards unknown. Handle as extremely hazardous."***
- 46.2 Contractor shall provide Material Safety Data Sheets (MSDS) to the City Department issuing this RFP within thirty (30) days of delivery for each such product provided under this contract.

ATTACHMENT B

PROPOSAL FORM PACKET

VEHICLE MAINTENANCE

PROPOSAL OPENING: 2:00 P.M., June 19, 2012

**THIS PROPOSAL FORM PACKET MUST BE RETURNED WITH YOUR
PROPOSAL**

Sample Pricing for Services

Please respond to each category and section listed below. The supplied data will be used for scoring the “Cost” section as listed in the Method of Award section.

CONTRACTOR SUBMITTING PROPOSAL: _____

CONTRACTOR’S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.): _____

CONTRACTOR’S PARTS MARK UP OR PRICING METHODOLOGY: _____

CONTRACTOR’S SUBCONTRACTED SERVICES MARK UP OR PRICING METHODOLOGY: _____

CONTRACTOR’S LABOR RATE/S: _____

(please list by category ,body, mechanical, detail, servicer , etc.)

Please include a detailed breakdown and description of all labor and parts charges.				
		LABOR	PARTS	TOTAL
1	Preventive maintenance: Sample Price PM 2010 Ford Crown Victoria Police Interceptor			
2	Water pump replacement: 2001 Dodge Ram 1500 Truck, 5.2 V8, with A/C.			
3	Transmission service: 2005 Honda Civic Hybrid with a CVT automatic transmission			
4	Battery Replacement: 2010 Ford Crown Victoria Police Interceptor			
5	Front Axle brake job (New pads and rotors): 2011 Ford Crown Victoria Police Interceptor.			
6	Alternator and serpentine belt replacement : 2009 Ford Crown Victoria Police Interceptor			
7	Diagnose: Rough Idle, poor throttle response 2010 Chevrolet Tahoe with a 5.3 V8.			
	TOTAL ESTIMATED COSTS			

Sample Price PM 2010 Ford Crown Victoria Police Interceptor

PM A TASKS for Sedans/SUVS/Light trucks	
Check for OEM Service Updates or recalls	Inspect and service air filters-breathers
Test all OEM equipment for proper operation	Inspect motor mounts
Test instrumentation for proper operation	Inspect starter-mounting and operation
Test all OEM lighting for proper operation	Inspect alternator-mounting and operation
Test all optional lighting for proper operation	Inspect all accessory drive belts
Inspect carpets-floormats & upholstery	Inspect brake pads/lining and rotors/drums
Inspect for fire ext., first aid kit and flares.	Adjust brakes
	Test brake systems
Inspect for body damage	Test and adjust parking brake
Inspect logos-numbers & markings	
	Inspect axles for oil leaks
Inspect fluid levels	Inspect transmission mounting and for leaks
Inspect engine for oil-water & fuel leaks	Inspect front suspension
Change engine oil and filter	Inspect rear suspension
	Inspect steering systems and linkages
	Inspect all frame mountings & Crossmembers
Inspect cooling fan/s	Inspect body mounts
Inspect radiator mounting and hoses	
Test Coolant	Inspect drivelines/u-joints
Pressure test cooling system/inspect hoses	Inspect complete exhaust system
	Inspect fuel tank and lines for leaks or damage
Load test battery	
Service batteries-clean terminals	Inspect bearing free-play-wheels-& lugnuts
	Inspect tires inflation & wear pattern

Current Vehicle/Equipment List
(List does not include City shop overflow and is subject to ongoing Additions & Deletions)

Year	Make	Model	Year	Make	Model	Year	Make	Model
1978	LAYTON	UTILITY TRAILER 10'	2005	CHEVROLET	CK1500 4WD EXT CAB	2009	FORD	CROWN VICTORIA
1983	GMC	VAN (ARMORED)	2005	CHEVROLET	CK1500 4WD EXT CAB	2009	FORD	CROWN VICTORIA
1995	CHEVROLET	CHEYENNE PICKUP	2006	DODGE	GRAND CARAVAN	2009	FORD	CROWN VICTORIA
1996	CHEVROLET	CK 1500 PICKUP 2WD	2006	FORD	ESCAPE HYBRID AWD	2009	FORD	CROWN VICTORIA
1997	FORD	F250 3/4 TON 2WD	2006	INTERST.	7X14 CARGO TRAILER	2009	FORD	CROWN VICTORIA
1997	PONTIAC	GRAND PRIX SEDAN	2006	FORD	CROWN VICTORIA	2009	FORD	CROWN VICTORIA
1997	FORD	RANGER PICKUP	2006	FORD	CROWN VICTORIA	2009	DODGE	DURANGO SUV
1998	CHEVROLET	L1500 PICKUP	2006	FORD	CROWN VICTORIA	2009	FORD	F350 PICKUP
1998	PONTIAC	GRAND PRIX 4DR	2006	FORD	CROWN VICTORIA	2009	FORD	F350 PICKUP
1998	CHEVROLET	LUMINA SEDAN	2006	FORD	ESCAPE HYBRID AWD	2009	CHEVROLET	TAHOE
1999	FORD	RANGER PICKUP 2WD	2006	FORD	ESCAPE HYBRID AWD	2009	CHEVROLET	TAHOE
1999	RD. CLIPPER	UTILITY TRAILER	2006	FORD	ESCAPE HYBRID AWD	2010	HONDA	CIVIC 4DR HYBRID
2000	CHEVROLET	ASTRO VAN	2006	FORD	ESCAPE HYBRID AWD	2010	HONDA	CIVIC 4DR HYBRID
2000	CHEVROLET	ASTRO VAN	2006	CHEVROLET	TAHOE 1/2 TON	2010	FORD	CROWN VICTORIA
2000	EZ GO	BOAT TRAILER	2006	HONDA	ST1300P MOTORCYCLE	2010	FORD	CROWN VICTORIA
2001	FORD	RANGER PICKUP 2WD	2006	FORD	CROWN VICTORIA	2010	FORD	CROWN VICTORIA

2001	CHEVROLET	MALIBU 4DR SEDAN	2006	CHEVROLET	TAHOE	2010	FORD	CROWN VICTORIA
2001	FORD	EXPEDITION SUV	2007	CHEVROLET	MALIBU SEDAN	2010	FORD	CROWN VICTORIA
2001	FORD	TAURUS SEDAN 4DR	2007	FORD	CROWN VICTORIA	2010	FORD	CROWN VICTORIA
2001	LOADRUN	7000 LB TRAILER 7X16	2007	CHEVROLET	TAHOE	2010	FORD	CROWN VICTORIA
2001	CHEVROLET	MALIBU 4DR SEDAN	2007	CHEVROLET	TAHOE	2010	FORD	CROWN VICTORIA
2001	CHEVROLET	MALIBU 4DR SEDAN	2007	FORD	CROWN VICTORIA	2010	FORD	CROWN VICTORIA
2001	CHEVROLET	TAHOE	2007	HONDA	CIVIC 4DR HYBRID	2010	FORD	ESCAPE
2002	CHEVROLET	VAN 12 PASSENGER	2007	DODGE	RAM PICKUP QUAD CAB	2010	FORD	F250 3/4 TON 4WD
2003	CHEVROLET	TAHOE 4WD	2007	HONDA	CIVIC 4DR HYBRID	2010	HONDA	CIVIC 4DR HYBRID
2003	CHEVROLET	TAHOE 4WD	2007	FORD	CROWN VICTORIA	2010	FORD	ESCAPE
2003	CHEVROLET	ASTRO CARGO VAN	2007	HONDA	CIVIC HYBRID	2010	INTERST.	ENCL. TRAILER 16ft.
2003	CHEVROLET	SUBURBAN 3/4 TON	2007	HONDA	SC5 MOTORCYCLE	2010	FORD	F350 PICKUP
2003	INGERSOL	LIGHT TOWER	2007	HONDA	SC5 MOTORCYCLE	2011	FORD	FUSION
2004	FORD	E350 CARGO VAN CNG	2007	HONDA	SC5 MOTORCYCLE	2011	FORD	FUSION
2004	FORD	RANGER PICKUP	2008	FORD	CROWN VICTORIA	2011	CHEVROLET	TAHOE
2004	HONDA	CIVIC 4DR HYBRID	2008	FORD	CROWN VICTORIA	2011	FORD	FUSION
2004	TAILGATOR	CRGO TRAILER 102X16	2008	FORD	CROWN VICTORIA	2011	FORD	RANGER 2WD EXT CAB
2004	TAILGATOR	7X14 CARGO TRLR	2008	FORD	CROWN VICTORIA	2011	FORD	RANGER 2WD EXT CAB

2004	HONDA	CIVIC 4DR HYBRID	2008	DODGE	CARAVAN	2011	CHEVROLET	TAHOE
2004	HONDA	CIVIC HYBRID	2008	FORD	CROWN VIC	2011	FORD	CROWN VIC
2004	MOHAWK	GOOSENECK TRLR	2008	FORD	CROWN VICTORIA	2011	FORD	CROWN VICTORIA
2004	FORD	F550 CREW CAB 4WD	2008	FORD	CROWN VICTORIA	2011	FORD	CROWN VICTORIA
2004	REEVES	TRAILER	2008	FORD	CROWN VICTORIA	2011	FORD	CROWN VICTORIA
2004	CHEVROLET	CK1500 4WD EXT CAB	2008	FORD	CROWN VICTORIA	2011	FORD	CROWN VICTORIA
2004	CHEVROLET	CK1500 4WD EXT CAB	2008	FORD	CROWN VICTORIA	2011	FORD	CROWN VICTORIA
2004	CHEVROLET	ASTRO VAN 4WD	2008	CHEVROLET	TAHOE	2011	DODGE	GRAND CARAVAN
2004	CHEVROLET	TAHOE	2008	CHEVROLET	PICKUP 1/2 TON 4WD	2011	DODGE	GRAND CARAVAN
2005	HONDA	CIVIC 4DR HYBRID	2008	FORD	F350 PICKUP	2011	DODGE	GRAND CARAVAN
2005	FORD	CROWN VICTORIA	2009	HONDA	CIVIC 4DR HYBRID	2011	FORD	CROWN VICTORIA
2005	JEEP	LIBERTY SUV	2009	HONDA	CIVIC 4DR HYBRID	2011	FORD	CROWN VICTORIA
2005	FORD	E150 CARGO VAN	2009	FORD	RANGER	2011	FORD	CROWN VICTORIA
2005	CHEVROLET	2WD CREW CAB W/T	2009	FORD	CROWN VICTORIA	2011	FORD	TAURUS SEDAN 4DR
2005	TOYOTA	PRIUS - HYBRID	2009	FORD	CROWN VICTORIA	2011	CHEVROLET	TAHOE
2005	HONDA	CIVIC - HYBRID	2009	FORD	CROWN VICTORIA	2011	CHEVROLET	C2500 CREW CAB 4WD
2005	TOYOTA	PRIUS - HYBRID	2009	FORD	CROWN VICTORIA	2011	CHEVROLET	C2500 CREW CAB 4WD
2005	CHEVROLET	TAHOE 4WD						

Proposer Qualification Questionnaire (all blanks must be filled in)				
Contractor Submitting Proposal and Physical address that work will be performed:				
Please respond to each category and section listed below.				
The supplied data will be used for scoring “Staff Size and Ability” and “Facility Size and Secure Storage” as listed in the Method of Award section.				
Service/Task	Function performed in house? Yes/No	Number of trained or certified staff. See note 1.	If not a in house function are you willing to provide the service using a subcontractor? Yes/No	
Auto body: structural/non structural analysis/repair, paint refinish				
Billing/Account receivable				
Brake: diagnosis/repair				
Cleaning and detailing services: interior/exterior				
Diesel engine: (light duty) diagnosis/repair				
Drive axle: diagnosis/repair				
Electrical and electronic systems: diagnose/repair				
Emergency lighting and equipment: diagnosis/repair (Police, Fire)				
Engine performance: diagnosis/repair				
Exhaust system: diagnosis/repair				
Front end alignment: diagnosis/repair				
Heating and A/C: diagnosis/repair				

Hybrid drive systems: diagnosis/repair				
Parts specialist: automotive				
Preventive maintenance: See task list for details				
Service Writer/Consultant				
Starting Charging system: diagnosis/repair				
Suspension and Steering: diagnosis/repairs				
Tires: repair/replace				
Transmission: service diagnosis/repair				
Windshield: repair/replace				
Upholstery/interior: repair/replace				

Note 1: at or before the time of award the city may choose to have the vendor provide complete staff training and certification information

Proposer Qualification Questionnaire Continued
(all blanks must be filled in)

Contractor Submitting Proposal:

**Please respond to each category and section listed below.
The supplied data will be used for scoring “Staff Size and Ability” and “Facility Size and Secure Storage”
as listed in the Method of Award section.**

Staff totals:	Number	Combined Years of Experience	Notes	
Manager/Owner:				
Service Writer/Supervisor:				
Mechanics:				
Parts:				
Administrative/Office:				
Other (please list include title):				
Business Hours:	AM	PM		
Monday thru Friday:				
Saturday:				
Other:				
Business level Awards and Certifications: Business or Customer service awards, industry certifications, other				
Inventory/Parts Information:				
Do you currently operate a parts room?			YES	NO
Relative to the vehicle types listed on the included current vehicle list what is the estimated inventory value for batteries, wipers, lights and filters?			\$	
Building/Structure Information:				
What is the overall size of the repair/parts function of your facility in square feet?				
What are the sizes of the repair bays?				
What are the numbers of repair bays?				

Do you have a secure (fenced) lot or vehicle storage area?	YES	NO	
If yes what is the size of the secure storage area? (You may include up to 50% of your shop bay space)			

Proposer Qualification Questionnaire Continued

Contractor Submitting Proposal:

Please respond to each category and section listed below. The supplied data will be used for scoring “Customer service and Fleet Experience ” as listed in the Method of Award section

Customer Service and Commercial Fleet experience

Using the form below please list any current Commercial accounts that you provide services to. Please include the following information: Company name, types of vehicles and a company reference that we may contact.

Company Name	Types of Vehicles	Contact Name	Contact phone Number

Using a scale of 1 to 10 please rate your company on customer service.

(1 being unacceptable and 10 being outstanding)

Please use the following scales to complete the ratings:

10 years ago: 1 2 3 4 5 6 7 8 9 10 (please circle one)

5 years ago: 1 2 3 4 5 6 7 8 9 10 (please circle one)

Present day: 1 2 3 4 5 6 7 8 9 10 (please circle one)

Please provide a short statement (less than 1 page) as to what factors lead to the ratings that have provided.

Proposer Qualification Questionnaire (staff overview)

Contractor Submitting Proposal: _____

At or before the time of award the city may choose to have the vendor complete the following staff information. **THIS SECTION IS NO LONGER PART OF THE PROPOSAL FORM PACKET**

Position: (include name)	Education: type and level	Certifications/Training: Organization, ASE, ICAR, OEM, Other with dates of issues and expiration.
Mechanic		
Mechanic		
Mechanic		
Mechanic		
Mechanic		
Mechanic		
Mechanic		
Mechanic		
Mechanic		
Mechanic		

Proposer Qualification Questionnaire (staff overview cont.)

Contractor Submitting Proposal: _____

Please use the following format to provide staff information.

Position: (include name)	Education: type and level	Certifications/Training: ASE, ICAR, OEM, etc., discipline with dates of issues/expiration.
Parts		
Parts		
Service Manager Writer		
Service Manager Writer		
Billing and Accounts receivable		

Other		
-------	--	--

CERTIFICATION AND CONTRACT OFFER

PROPOSAL TITLE: VEHICLE MAINTENANCE

PROPOSAL OPENING: 2:00 P.M., June 19, 2012

I, the undersigned, having carefully examined the Special Instructions, Specifications, General Instructions, and all other related material and information agree to provide VEHICLE MAINTENANCE as specified to the City of Hillsboro at the prices Proposed.

I further agree that this offer to supply VEHICLE MAINTENANCE will remain in effect at the prices proposed for a period of not less than one (1) year from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.

If this offer, or portion, thereof, is accepted by the City of Hillsboro and award is made thereon, I agree to enter into a contract with the City of Hillsboro to furnish VEHICLE MAINTENANCE specified for the prices proposed, providing all the necessary documents to form a contract, adhere to the statement of work and meet the performance standards as set forth in this RFP.

By my signature below, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055, in obtaining any required subcontract or against a business enterprise that is owned or controlled by or that employs a disable veteran as defined in ORS 408.225, and that the Contractor is not in violation of any Discrimination Laws.

I hereby certify that this proposal is genuine and that I have not entered into collusion with any other vendor(s) or any other person(s).

* "Resident Proposer" _____ (Yes or No)

SIGNED BY

DATE

PRINTED NAME

TITLE

FIRM

EMAIL ADDRESS

ADDRESS

PHONE: (AREA CODE)

TAX IDENTIFICATION

OR

SOCIAL SECURITY #

*"Resident Proposer" means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated in the proposal whether the proposer is a "resident proposer".

ATTACHMENT C
SAMPLE TRADE SERVICES CONTRACT

This contract is between the City of Hillsboro, a political subdivision of the State of Oregon ("City"), and _____ ("Contractor").

City and contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

Section 1 – Purpose and Standard of Service

- 1.1 This contract sets forth the responsibilities and clarifies the relationship between the City and the contractor.
- 1.2 All work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in this contract, the contractor shall employ methods that are generally accepted and used in the industry, in accordance with the highest of industry standards. The City's authorized representative shall have access to and the right to inspect the work at all times. Defective work shall be corrected at the contractor's expense.
- 1.3 The contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work in this contract. Unless otherwise specified in this contract, the contractor shall obtain all permits necessary to perform the work. Failure to comply shall constitute a material breach of this contract.

Section 2 – Consideration

- 2.1 The contractor shall perform the work described in the Request For Proposal and in the contractor's Proposal/Scope of Work in consideration for which, City agrees to pay for the work in the manner as further described in this contract.
- 2.2 The maximum annual amount payable under this contract is \$ _____ otherwise amended by the City. The contractor bears the risk of non-payment for services in excess of the amount stated above without prior City approval; but the City reserves the right to ratify and pay for such services in its sole discretion.
- 2.3 Payments shall be based upon the hourly labor rates, parts and material costs plus mark up, and any performance incentive or liquidated damage adjustments, as stated in the specifications of the RFP.
- 2.4 Unless otherwise stated, the payment terms are thirty days after invoice approval

by the City Contract Administrator.

- 2.5 Non-Performance: If the contractor is found to not be performing the work in accordance with the Scope of Work and specifications in the RFP, the contractor may be subject to the following penalties:
- a. Liquidated Damages
 - b. Withholding of funds
 - c. Completion of work without any additional payments
 - d. Contractor may be found to be in default and termination of the contract.

Section 3 - Contract Term

- 3.1 The effective date is: _____,2012, or upon final signature, whichever is later.
- 3.2 The expiration date is:_____,2013, and is at the City's discretion renewable annually through, 2017.
- 3.3 Passage of the contract expiration date shall not extinguish or prejudice the City's right to enforce this contract with respect to any default or defect in performance that has not been cured.

Section 4 - Insurance

- 4.1 Prior to beginning any work under this contract, contractor shall provide evidence to the City of insurance coverage as described in subsection 22 of the Standard Contract Terms and Conditions.

Section 5 - Additional Documents and Attachments

- 5.1 The following documents are incorporated into this contract:

Standard Contract Terms and Conditions – Exhibit A

Request for Proposal – Exhibit B

Contractor's Proposal Dated_____. Exhibit C

- 5.2 In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract; Standard Contract Terms and Conditions; General Instructions to proposers; Request for Proposal and the contractor's Response.

Section 5 - City Contract Administrator

Contact Name: Phil Weber
Department: Facilities & Fleet
Address: 150 E Main St, Hillsboro, OR 97123
Email: philipwe@ci.hillsboro.or.us

Section 6 – Signatures

6.1 Intergovernmental Cooperative Agreement
Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor’s obligation to the City of Hillsboro. Any estimated purchase volumes listed herein do not include other public agencies and the City of Hillsboro makes no guarantee as to their participation. Any proposer, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

<p>Will your company participate in Intergovernmental Cooperative Purchasing?</p> <p>[] Yes [] No</p> <p>If No, please explain on a separate sheet of paper.</p>

6.2 Preferred Method of Payment: The City’s preferred method of payment is by a MasterCard credit card. Please indicate if you are able to accept payment via credit card at no additional cost to the City.

Will accept payment by a MasterCard credit card [] Yes [] No

6.3 Certification of Compliance with Discrimination Laws
By my signature below, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of contractor in this matter, and to the best of my knowledge, the contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055, in obtaining any required subcontract or against a business enterprise that is owned or controlled by or that employs a disable veteran as defined in ORS 408.225 and that the contractor is not in violation of any Discrimination Laws.

CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of the contractor. I also agree to perform the statement of work in accordance with the specifications and meet the performance standards set forth in the RFP.

Signature _____
Date

Name (Printed) _____
Title

Address: _____
 Street City State Zip Code

Tax Identification Number: _____

Contractor Contact Person:

Name: _____

Telephone: _____

Address: _____

Street: _____ City: _____ State Zip: _____ Zip: _____

E-Mail: _____ Fax: _____

CITY OF HILLSBORO:

Jerry Willey, Mayor _____
Date

Attest:

City Recorder _____
Date

EXHIBIT A

STANDARD CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of City. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** City and contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the City contract administrator and the contractor contact person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “the claim”) between City and contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit court of Washington County for the State of Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by its execution of this Contract, hereby consents to the in person and jurisdiction of said courts. If a suit or action is filed to enforce any of the terms of this Contract, each party is responsible for their respective costs and fees, including attorney fees.
5. **Remedies Cumulative.** All rights and remedies of City and contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of City according to law.
6. **Severability/Waiver.** City and contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that of any other provision of this contract.

7. **Public Contracting Statutes.**

7.1 All requirements of Oregon Revised Statutes Nos. 279B.220 through 279B.240, Public Contracting, including but not limited to the following, as applicable, are incorporated herein by reference:

- a. ORS 279B.220(1), Make payment promptly, as due, to all persons supplying to the contractor labor and material for the prosecution of the work provided for in the contract documents;
- b. ORS 279B.220(2), Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this contract;
- c. ORS 279B.220(3), Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished;
- d. ORS 279B.220(4), Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the contractor under this contract and may to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless the contractor is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover the contractor's federal or state tax obligation and;
- e. Contractor shall pay employees for services as stated in ORS 279B.235(1). The employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

7.2 Making Payments:

- a. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due contractor by reason of the Contract.
- b. The payment of a claim in this manner shall not relieve contractor or contractor's surety from obligation with respect to any unpaid claims.
- c. The contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. (ORS 279B.230(1)).
- d. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of

its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

8. Independent Contractor

- 8.1** Contractor shall perform the work required by this contract as an “Independent contractor.” Although City reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the contractor’s performance. The contractor shall comply promptly with any requests by City relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- 8.2** Contractor represents and warrants that contractor is not an employee of the City, is not currently employed by the Federal Government, meets the specific independent contractor standards of ORS 670.600, and is not an “officer”, “employee”, or “agent” of the City, as those terms are used in ORS 30.260 ET. seq.
- 8.3** Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to contractor under this contract.
- 8.4** Contractor agrees to immediately provide City notice of any claim made against contractor by any third party. Contractor also agrees not to assign to any third party, without City’s written consent, any obligation of City to indemnify contractor for any actions under this contract.

9. Nondiscrimination

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the City.

10. Termination.

- 10.1** This contract may be terminated under the following conditions:
- a. By mutual consent of both parties.
 - b. Contractor may terminate this contract upon a material default of City; however, contractor must provide written notice to the City contract administrator and provide City with thirty days to cure the default.
 - c. City may at any time terminate, the whole or any part of, this contract for default if contractor fails to perform any of the provisions of this contract, or so fails to

pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within seven calendar days or such other period as the City may authorize or require.

- 10.2** Upon receiving a notice of termination issued by City, contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination.
- 10.3** In the event the City Council of the City of Hillsboro reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then the City may terminate this contract, in whole or in part, effective upon delivery of written notice to the contractor, or at such later date as may be established by the City, and contractor agrees to a proposal by any such decision.
- 10.4** In addition to its other rights to terminate, the City may terminate this contract in whole or in part upon thirty days' notice to contractor when it is determined to be in the best interests of the City. During this thirty-day period, contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on the City from such winding down and cessation of services.
- 10.5** The rights and remedies of the City provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 10.6** If this contract is terminated under subsections 10.3 or 10.4, City shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.
- 10.7** Upon termination, contractor shall deliver to City all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.

11. Time is of the essence

Time is of the essence in contractor's performance of each and every obligation and duty under this contract

12. Force Majeure

Neither City nor contractor shall be held responsible for delay or default caused by fire, riot, acts of god, or war where such cause was beyond, respectively, City's or contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of

the cause, diligently pursue performance of its obligations under this contract.

13. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the contract. Without limiting the generality of the foregoing, contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the contract and required by law to be so incorporated. The City's performance under the contract is conditioned upon contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

14. Oregon Registration

If contractor is not domiciled in or registered to do business in the State of Oregon, contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.

15. Use of City Facilities

Contractor and its employees or agents shall have the right to use only those facilities of the City that are necessary to perform the services under this contract and shall have no right of access to any facility of the City without prior approval of City contract administrator. The City shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of contractor or its employees, subcontractors or agents which may be stored on City premises.

16. Publicity

Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the City except on prior specific written authorization from the City contract administrator.

17. Survival

The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.

18. Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all

of which shall constitute one and the same instrument.

19. Warranties

Contractor represents and warrants to City that: (a) contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of contractor enforceable in accordance with its terms, and (c) contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.

20. Records

Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document contractor's performance hereunder. Contractor acknowledges and agrees that the City and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the contractor that are pertinent to this contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.

21. Work Product

All work products of the contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to City upon request and shall be considered the exclusive property of the City. In addition, if any of the work products contain intellectual property of the contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, contractor hereby grants the City a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the City or produced by contractor under this contract.

22. Insurance

Contractor shall obtain prior to beginning any work under this contract and shall maintain in full force and effect for the term of this contract, at contractor's expense, **comprehensive general liability** to include bodily injury and property damage for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 aggregate per project. **Automobile liability** with a combined single limit coverage of not less than \$1,000,000 to include bodily injury and property damage and shall include coverage for owned, hired and non-owned vehicles, as applicable, for the protection of the contractor and the City of Hillsboro. contractor shall name the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers as additional insured's. The policies shall be

primary to and non-contributory with any insurance or self- insurance carried by the City, issued by a company authorized to do business in the State of Oregon. The certificates shall provide that City will receive thirty (30) days' written notice of cancellation or material modification of the insurance contract at the address listed below. Contractor shall provide certificates of insurance and **additional insured policy endorsement** to City prior to commencement of any work under this contract. If requested, complete copies of insurance policies shall be provided to City. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance used to satisfy these requirements.

22.1 Garage Keepers Coverage: Contractor shall obtain, at contractor's expense, and keep in effect during the term of this agreement, garage coverage which includes liability coverage for garage operations to apply on a direct-primary basis. Combined single limit per occurrence shall not be less than \$2,000,000. Coverage shall also include coverage for "autos left for service, repair, storage or safekeeping." Combined single limit per occurrence shall not be less than \$1,000,000.

23. Indemnification

Contractor shall indemnify, defend, save and hold harmless the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, and against all claims, actions, judgments based upon or arising out of damage or injury or death to persons or property, but only to the extent caused by a negligent act or omission by the contractor and anyone acting on contractor's behalf in connection with, or incidental to, this contract or the work to be performed hereunder; provided, however, that nothing herewith shall be construed to require indemnification of City attributable to its own negligence. In addition, contractor expressly agrees to defend, indemnify and hold the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the work, the work product, or any other tangible or intangible items delivered to City by contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

24. City Policies

During the performance of this contract, contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work including obtaining a City of Hillsboro business license. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract termination. Damages or costs resulting from noncompliance shall be the responsibility of contractor. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

25. Amendment

This contract may only be amended by a written amendment signed by authorized agents of both parties.

26. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.