

REQUEST FOR PROPOSALS
CITY OF KELSO
FLEET MAINTENANCE SERVICES

INSTRUCTIONS

Notice is hereby given that marked and sealed proposals for the following request will be received by the Engineering Division, City of Kelso, 203 South Pacific Ave. Suite 205, until 2:00 pm, December 12, 2022.

RFP published: November 30, 2023 – The Daily News

This RFP has been produced in accordance with our competitive negotiation process for Purchased Services.

DESCRIPTION:

The City is required to rebid our fleet maintenance service contract every three years. This next cycle runs from 2023-2026.

BID PACKET INCLUDES:

Instructions

Draft Agreement

Exhibit A – Scope of Service

Exhibit B – Operating Procedures for Vehicle Maintenance Services

Exhibit C – Proposal Forms

Exhibit D – Fleet List

QUESTIONS REGARDING THIS RFP

Questions regarding this RFP will only be accepted via an email to engineering@kelso.gov and only until December 6, 2022 at 4:00pm at which point they will be compiled and posted to (<http://www.kelso.gov/engineering/bids-and-proposals>) no later than 4:00pm December 7th.

REQUIRED SUBMITTAL ITEMS

Proposals and Bid (Exhibit C) - All questions must be answered or verified by an N/A.

SUBMISSION OF PROPOSALS

Submit three (3) hard copies in a sealed package labeled with your company name and address and plainly marked "Fleet Maintenance Services Proposal." Late, faxed, or emailed proposals will be rejected.

SIGNIFICANT EVALUATION FACTORS

- Demonstrated proof that the proponent, its employees and sub-contractors, possess the proper individual and business registrations, certifications, training and licenses required to perform the repairs in the state of Washington and to meet the requirements of warranty work.

- The Proponent's capacity to provide the specified services, at a level of support and timeliness satisfactory to the owner.
- The Proponent's response to the Contractor's Proposal Forms, specifically including, without limitation, prior experience, adequate facilities and staffing, and references obtained from other project owners.
- Total proposal costs.

Although these are significant evaluation factors, the City of Kelso reserves its unqualified right, without limitation, to consider any and all other factors that may significantly impact the project. The City is not bound to enter into a contract with the Proponent who submits the lowest priced proposal or with any proponent. Should the City be unsuccessful in negotiating a contract with the selected Proponent within 10 days from date of award, the City may conduct negotiations with another Proponent.

RESERVATION OF RIGHTS

The City reserves the right to:

- Reject any and all proposals received in response to this RFP.
- Waive minor irregularities in proposals received.
- Change the quantities of equipment in order to reflect any changes in inventory which may occur after issuing the RFP.
- Negotiate with multiple Proponents to serve the best interests of the City.

LIABILITY FOR ERRORS

While the City has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusion with respect to the matters addressed in this RFP.

EXHIBIT A

Scope of Service

General Provisions

The 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 subcontracted. 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.

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 this contract.

A. Preventative Maintenance

The City's vehicles are routinely driven in short distance; frequent start/stop; and long idle periods. The attached Schedule A outlines preventative maintenance requirements due to the use conditions. The average annual usage is normally around 10,000 miles for general purposes vehicles. All vehicles shall be maintained at a minimum as per manufacture recommendation schedule.

B. Repairs and Maintenance

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

C. Transport of Vehicles for Service

As per attached proposal

D. Conditions on Required Services

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

E. Repair Order Content and Procedure

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

Pre-authorization of work by designated City Fleet Coordinator or designee is required for all repair orders for repairs exceeding \$500.00. Repair estimates shall include anticipated work to be performed, estimated completion time, and estimate cost signed by the city staff upon drop-off City vehicle operation shall only be authorized as required for standard test-drives, in a safe and legal manner. Unauthorized use can result in contract termination as determined by the city. Violation will also result in full legal remedy as allowed by law.

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 the same information shall be attached to contractor repair order.

The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 90 days or 4,000 miles, whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within one (1) working day after notification by the City.

Warranty and subcontracted repair orders need to be provided by the Contractor. Contractor is prime contractor; however, subcontractors may be used by Contractor. Contractor assumes responsibility for work of subcontractors. The charges for such services to the City shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.

F. Reports of Repairs/Maintenance

The Contractor shall provide upon request and quarterly, a report listing the condition of the entire fleet with all repairs and maintenance performed on each vehicle. The report shall contain, at a minimum, the following information for each service provided in table format, submit one (1) hard copy and also electronic file (excel or access preferred):

- work order number, vehicle number, and current mileage
- service order, date and time
- service completion, date and time
- vehicle pick-up and return, date and time
- service provided and costs (breakdown by labor and material)
- general condition and estimated feasible service life remaining.

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 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:

- Listing of covered vehicles (**Exhibit D**) by equipment number, updated as necessary.
- Repair orders and billing invoices must refer to the vehicles by their equipment number/license number
- City preventative maintenance schedule (Schedule A)
- Designated staff contacts.

SCHEDULE A. Safety Check

The Contractor shall perform a safety check in conjunction with all maintenance requirements listed within this Contract. These safety checks shall be performed every time a vehicle is brought in for service:

- ✓ Tires — Gauge check condition and pressure checked for proper inflation.
- ✓ Lights — Check directional signaling devices and emergency light systems for proper operation.
- ✓ Windshield Wipers and Washers — Check condition of wiper arms and blades. Check aim and flow of washer spray. Fill washer reservoir with washer solvent.
- ✓ Fluid Levels — Check and replenish fluid levels in transmission, differential, steering sector or power steering pump, and master cylinder. Inspect all units for leakage and clogging.
- ✓ Battery — Check condition of heat-shield, hold-down clamps and cable ends, top off electrolyte level, and clean top and terminals as necessary.
- ✓ Heater-Defroster-Air Conditioner System and Wiper Controls — Check switches, valves, and ducting doors for proper operation.
- ✓ Exhaust System — Visually inspect complete exhaust system including catalytic converter and heat-shielding. Check for broken, damaged, missing, or poorly positioned parts. Inspect for open seams, holes, or any condition which could allow exhaust fumes to enter the vehicle.
- ✓ Steering and Suspension Components — Conduct a "look and "shake" inspection.
- ✓ Frame/Sub-Frame and Cross Member — Visually check for "drive-over" and/or vehicular damage and fatiguing.
- ✓ Drive Shaft U-Joints / CV Joints — Conduct a "look" and "shake" inspection for seal leakage and joint failure.
- ✓ Critical Components — Check condition of all under-hood heat-shields, and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat. Inspect all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts, and other under-hood plastic or rubber components.

- ✓ Brakes — Inspect all brake line hoses and master cylinder for signs of leaks or damage. Inspect front brake pads, rear brake linings, wheels cylinders, and parking brake cables and linkage. Report estimate of remaining life of pads and shoes.
- ✓ Starter/Charging System — Electronically check starter motor cranking speed and current draw. Check alternator charging rate.
- ✓ Cooling System — Visually inspect entire system for leaks, damage or others signs of needed repair.

SCHEDULE B. Scheduling of Maintenance and Service Procedures

City will designate two specific Service Representatives (SR). Although the garage will have contact with other City operations staff, the SR's are your primary contacts with the City.

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).

The SR's will contact the designated garage representative between 8:00 a.m. and 5:00 p.m., weekdays to determine the status of vehicles and/or equipment being serviced. Patrol units are driven 24 hours a day and need to have vehicles serviced or repaired as needed and then notified of completed repairs no later than 4:00 PM, so vehicle may be picked up before the service area closes. 9The garage contact should

provide accurate and timely information to the SR on vehicle status including but not limited to:

- What vehicles/equipment are ready by vehicle number. - What vehicles/equipment are being serviced/require repair.
- Estimated completion time of vehicles/equipment under repair. - Description of repairs and costs.

On a monthly basis, the designated garage representative will provide the City's SR in writing of:

- Vehicles/equipment due for service (estimated arrival time if available) and type of preventative maintenance service to be done.
- Significant problems vehicle/equipment is having as relayed by driver/operator if necessary.

For other services, the vehicle driver will deliver the vehicle to your facility, and provide a description of problem of the vehicle.

- Contractor to shuttle driver back to work within 15 minutes.
- Contractor to contact SR with estimates and obtain authorization to proceed for services estimated over \$500, and must obtain SR written approval via fax or e-mail.

After the service is completed:

- Complete Vehicle Service Order ready for SR or designee to sign.
- Place service reminder label on the driver's side windshield stating the next maintenance Mileage and Date for routine preventative maintenance.
- Wash the windows inside and out and vacuum the interior of the vehicle.
- 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.
- SR or designee will check work performed, sign off Service Order, and accept the keys from Contractor representative.
- After service is complete, vehicle will be parked and stored in a public and secure place.

When repairs cannot be accomplished at your facility or a subcontractor facility identified in the Contract, you must contact the SR for instructions. No repairs shall be made by non-authorized facilities without notification of the SR.

The City asks that you report to the SR any vehicle brought in for service or specific concern with problems caused by driver misuse.

The Contractor will be responsible for loss and damage to all City vehicles under its custody and/or control.

If a police vehicle is going to be "stored" outside for any length of time, it needs to be in an area that is either secure or very public so as to prevent vandalism etc.

SCHEDULE C. Preventive Maintenance

The Contractor will provide a listing of vehicles due for preventive maintenance service at the beginning of each month. Vehicles will be listed by equipment 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:

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

SCHEDULE D. Non-Preventative Maintenance Service and Emergencies

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.

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.

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.

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

Contractors 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 PUBLIC WORKS _____ 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?

10. The City requires bonding for individuals who will perform services on City vehicles at **no additional cost** to the City. Please certify the personnel assigned will be bondable by initialing here _____.

II. REFERENCES

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

2. Please provide **3** commercial client references, their size of fleet by vehicle type, years of contract relation, type and frequency of the service provided. Please identify the contact person and phone number for each. Use additional sheets if necessary.

Company Name _____
Company Address _____
Company Phone _____
Contact Person _____
Fleet Size/Type _____
Years of Contract _____
Frequency of Service _____

Company Name _____
Company Address _____
Company Phone _____
Contact Person _____
Fleet Size/Type _____
Years of Contract _____
Frequency of Service _____

Company Name _____
Company Address _____
Company Phone _____
Contact Person _____
Fleet Size/Type _____
Years of Contract _____
Frequency of Service _____

3. Approximately what percent of your shop work is currently derived from fleet business?
_____ %

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

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

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

7. Are you currently or have you ever previously provided repair services to other government entities? Yes No
If yes, please list the entity names, contract person and phone number:

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

9. The City reserves the right to perform unannounced site visits, interview staff and management, and test repairs prior to selection to determine, among other things:
 - Customer service responsiveness
 - Shop organization and operation efficiency
 - Response times

10. What additional services (if any) within current listed pricing are included in your proposal?

11. Please specify whether OEM or after-market parts will be used for repairs? If after-market parts will be used, please explain under what circumstance(s). *Please be aware the City requires use of OEM parts for all services unless specifying herein or otherwise approved by SR prior to repair for all services.*

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

III. 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 our different makes of vehicles. Please provide name of dealership, shop location and phone number.

8. With each service, is vehicle washing and interior vacuuming included? Yes No

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

IV. SUBCONTRACTORS

Contractors unable to perform all services listed herein may subcontract out those services outside of their expertise. However, the successful contractor 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</u> (Name/Location)	<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 COND			
POWER			
TRANSMISSION			
CHASSIS			
--Steering			
--Suspension			
--Tires			
--Wheels			
BRAKES			
BODY REPAIR			
RADIO INST/REPAIR			
POLICE EQUIP INST			
OTHER			

PROPOSAL PRICING COST AND CONDITIONS

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.

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.

CONDITIONS:

1. Prices proposed in this section are firm fixed prices for the initial period of the contract (three years).
2. 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.
3. For police patrol vehicles, all parts are to be O.M. Heavy Duty Police Pursuit Vehicle parts.
4. Interior vacuum and exterior wash and service reminder sticker are required with each service.
5. Unless otherwise specified and/or agreed to, a standard 90-day warranty will be required on all labor and materials.

PROPOSED BID

Bid Item	
Hourly shop rate per hour:	\$
Parts mark up over actual shop cost:	%

ADDENDA RECEIPT ACKNOWLEDGEMENT

Receipt of the following Addenda to the Drawings and/or Specifications is hereby acknowledged. Failure to acknowledge receipt of addenda may be considered an irregularity. Mark N/A if none were issued.

	#1	#2	#3	#4	#5
Date of Receipt					

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

Name of Bidder (Company)

E-mail

Physical WA State Mailing Address

Telephone

City State and Zip

ESD Account No.

Washington Registration Number

Expiration Date

Name of Bidder's Representative

UBI No.

Signature of Bidder's Representative

Date

City of Kelso
Miscellaneous Titles

Model Year	Make	VIN#	Lic #	Title Number	Date of Appl.	Fleet #	Dept	Notes	Disposal Method
1979	Chev	CGU1594127172	38153D	618008710	6/29/2006	25-37	W/S		
2008	Nissan	1N6AA06F88N320269	B44959L	1306507332	3/6/2013	27-90	Airport		
1992	Inter	1HTGBNZR5NH388569	07935D	9125412915	9/11/1991	16-46	Street		
1993	Inter	1HTSCPHN1PH46392	11059D	9232306711	11/15/1992	25-47	W/S		
1997	Ford	1FDLF47GOVE855806	19358D	9720507701	7/24/1997	16-35	Street		
1997	Ford	1FDK37HXVEC03729	19364D	9723308012	8/21/1997	16-25	Traffic		
1998	Kenw	1XKDD29X3WR763625	36715D	323908204	8/27/2003	16-344	STREET		
1998	Chev	1GHBHC34JOWF061230	19393D	9819508102	7/14/1998	25-30	W/S		
1999	Ford	1FDXF4FXXE43238	30093D	309208602	4/2/2003	16-340	Traffic		
2000	Jeep	125L0110314AS	30092D	309208601	4/2/2003	25-49	W/S		
2002	Chev	1GCEC19V12Z280964	30077D	2112508403	4/22/2022	25-239	W/S		
2003	Ford	1FDXX46S23ED42921	36728D	401207610	1/12/2004	25-334	W/S		
2005	Chev	2GCEC19V451303943	38124D	512408407	5/4/2005	25-521	WTP		
2008	Ford	1FTYR14U68PA85232	46944D	814012404	5/19/2008	13-819	COMM DEV		
2008	Ford	1FDX46Y38EE31315	49314D	820419402	7/22/2008	25-831	W/S		
2008	Ford	1FDSX20518EB26034	45321D	721308905	8/1/2007	16-41	Traffic	16-725 renumbered	
2008	Ford	1FTRF12238KE06008	88581C	901416733	1/14/2009	8-20	KPD	Pickup	

City of Kelso
Miscellaneous Titles

Model Year	Make	VIN#	Lic #	Title Number	Date of Appl.	Fleet #	Dept	Notes
2009	Inter	1HTWXAST59J195968	49994D	916913903	6/18/2009	25-957	W/S	
2010	Ford	1FTEW1E88AFB71246	51912D	1008107002	3/22/2010	25-026	PW	
2010	Chev	1GCESBD91A8128061	93645C	1008235803	3/23/2010	25-017	W/S	
2012	ELGIN	1FVACXDT2CHBP0740	57641D	1336106807	12/27/2013	16-365	ST/DRAIN	
2013	Nissan	1NGBDOCTODN735134	48925D	1327518504	10/2/2013	13-328	ENG	
2013	Ford	1FT7X2B60DEB30537	56288D	1317749506	6/26/2013	16-329	Street	
2013	Ford	1FT7X2A62DEB36468	56287D	1317749505	6/26/2013	21-338	PARKS	
2013	Ford	1FT7X2A64DEB36469	56286D	1317749504	6/26/2013	25-336	W/S	
2014	Ford	1FUDF4GY9EEA35337	57616D	1401647601	1/16/2014	16-348	Street	
2014	Ford	1FD0X4GY0EEA35349	57623D	1416433902	6/13/2014	25-332	W/S	
2014	Ford	1FD0X4GY7EEA35350	57619D	1410707502	4/17/2014	25-333	W/S	
2014	Nissan	1N6BD0CT0EN744059	57625D	1416433904	6/13/2014	12-427	ENG	
2015	Ford	1FM5K8AR6FGA46438	58644D	1427518218	10/2/2014	6-406	KPD	Fletcher
2015	Ford	1FM5K8AT4FGC27579	58657D	1510630606	4/16/2015	6-506	KPD	Patrol/K9
2015	Ford	1FT7X2B67FEC90319	58656D	1510630607	4/16/2015	25-24	W/S	
2016	Ford	1FTFW1EG8GKD96570	60607D	1608431904	3/24/2016	25-22	W/S	
2016	Ford	1FM5K8AR6GGC62016	60610D	1610325404	4/12/2016	6-602	KPD	Darr
2016	Ford	1FM5K8AT3GGC62017	60609D	1610325403	4/12/2016	6-610	KPD	
2017	Ford	1FM5K8AT1HGC57836	62309D	1708230584	4/17/2017	6-701	KPD	Patrol
2017	Ford	1FM5K8AT3HGC57837	62308D	1710214219	4/17/2017	6-702	KPD	Patrol
2017	Ford	1FM5K8AROHGC14545	62307D	1713727525	3/7/2017	6-703	KPD	Kevin
2017	Ford	1FDOX5HYXHEC99607	64188D	1719467252	7/10/2017	16-45	STREET	
2017	Ford	1FD7X2B64HED59904	63339D	1715523431	8/30/2017	16-725	Traffic	
2017	CUES	1FTBF4XG1JKA03870	65882D	1739304287	4/30/2018	25-55	W/S	
2018	Ford	1FM5K8AT6JGB47533	65884D	1725429651	6/13/2018	6-801	KPD	Patrol
2019	Ford	1FTEW1EB4KKD06212	67791D	1771269148	4/4/2019	25-01	W/S	
2019	Chevy	1GCHSBEA6K1322620	68972D	1764334705	7/15/2019	25-17	W/S	
2019	Subaru	JF2SKAEC8KH525650	68971D	1767044874	7/15/2019	12-007	ENG	
2019	Ford	1FTEX1EB8KKD84327	69353D	1777526140	2/6/2020	25-21	WTP	
2020	Ford	1FM5K8BH5LGA94131	69345D	1773610566	10/29/2019	6-01	KPD	Craig
2020	Ford	1FM5K8AC2LGA83848	68984D	1780338303	3/25/2020	6-02	KPD	Patrol
2020	Ford	1FM5K8AC0LGA83847	69363D	1780629081	3/25/2020	6-03	KPD	Patrol
2020	Ford	1FM5K8AC7LGB85890	67717D	1789048647	7/7/2020	6-04	KPD	Patrol
2020	Ford	1FM5K8AC0LGB85889	67718D	1789141461	7/7/2020	6-05	KPD	Patrol

City of Kelso
Miscellaneous Titles

2021	KW	1NKZL40X5MJ453788	68978D	1801001012	12/24/2020	25-56	W/S	
2021	Ford	1FMSK8BH9MGB46362	68979D	1813357987	5/21/2021	6-07	KPD	Roy
2021	Chevy	1GNSKLED1MR339777	70922D	1825110367	11/4/2021	6-08	KPD	K-9
	Make	VIN#	Lic #	Title Number	Date of Appl.	Fleet #	Dept	Title Type
	LONGH	1C9UB121XXK541001	58648D	6808115	3/8/2000			UTIL
	OLYMP	1C9TF62X7T997165	81899C	710609005	4/16/2007		PARKS	UTIL
	LONGH	LCAUS0812TT165612	19338D	9620508105	7/23/1996			UTIL
	DITCH	1DS0000A5X17S0080	38146D	611408406	4/24/2006	Saw	W/S	UTIL
	INGER	363046UJPB34	38137D	605508403	2/24/2006		W/S	COMPRESSOR
	SOLAR	4GM1M091061453017	831046	1416324703	6/12/2014		PW	SIGN BOARD
	SAMR	1P9J1019FG301016	58653D	App/Regist Cert only	3/18/2015			RADAR TRLR
	COTC	4YMUL1015GN011898	62310D	171476557	5/19/2017		W/S	LANDSCAPE TRLR

CITY OF KELSO – FLEET MAINTENANCE SERVICES AGREEMENT

This Fleet Maintenance Services Agreement ("Agreement") is dated effective this 1st day of January, 2023.

This Agreement is entered into by and between Jacobsen Chevron, hereinafter referred to as the "Contractor", and the City of Kelso, a municipal corporation of the State of Washington, hereinafter referred to as the "Owner".

The City seeks the professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of fleet maintenance for City-owned vehicles; and the Contractor has the requisite skill and experience necessary to provide such services. NOW, THEREFORE, the Parties agree as follows:

1. Services.

Contractor shall provide the services more specifically described in **Exhibit "A" (Scope of Service)** and **Exhibit "B" (Operating Procedures for Vehicle Maintenance Services)** attached hereto and incorporated by this reference ("Service"), in manner consistent with the accepted practices for the other similar services, performed to the City's satisfaction, within the time period prescribed by this contract. Contractor shall provide complete and keep updated information to the City as requested in **Exhibit "C" (Proposal Forms)** during the term of this contract. The vehicles covered under this contract are listed in **Exhibit "D" (Fleet List)**. Operations will maintain this list and will provide it to the Contractor as inventory changes.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, or no more than three years, automatically terminating on December 31, 2026. This Agreement may be extended once, for one year, upon the mutual written agreement of the City and the Contractor.

3. Termination.

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

4. Compensation.

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

Hourly shop rate per hour:	\$
Parts mark-up over actual shop cost:	%

4.2 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, which invoice shall specifically describe the services performed, the name of Contractor's personnel performing such services, the hourly labor charge rate for such personnel, and that the same is approved by the

CITY OF KELSO – FLEET MAINTENANCE SERVICES AGREEMENT

appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

4.3 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws

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

6. Warranty.

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

6.2 Defective Services. The Contractor shall, at its sole cost and expense, correct all Services performed which the City deems to have defects in workmanship and material discovered within 90 days after the City's final acceptance of the Services.

7. Independent Contractor/Conflict of Interest.

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

8. Indemnification.

8.1 The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, including the use of the premises owned by the City of Kelso, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the

CITY OF KELSO – FLEET MAINTENANCE SERVICES AGREEMENT

Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance Title 51 RCW solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

9. Equal Opportunity Employer.

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

10. Method of Payment

Payment by the City for the Services will only be made after the Services have been performed and an itemized billing statement has been submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the Services performed, the name of the person performing such Services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis thirty (30) days after receipt of such billing statement.

11. Confidentiality.

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

12. Insurance.

The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating with a current A.M. Best rating of not less than A:VII.

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

12.2 Commercial general liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

CITY OF KELSO – FLEET MAINTENANCE SERVICES AGREEMENT

12.3 Automobile liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death, and property damage.

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

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

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

12.7 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

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

14. Books and Records. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all

CITY OF KELSO – FLEET MAINTENANCE SERVICES AGREEMENT

reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

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

17. General Provisions.

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

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

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

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

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

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

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

CITY OF KELSO – FLEET MAINTENANCE SERVICES AGREEMENT

17.8 Governing Law. This agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. Jurisdiction and venue shall lie in Cowlitz County Superior Court.

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

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

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

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

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

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

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

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

17.17 Notice of Location Change, Business Wind Up, or Bankruptcy. Contractor shall have the duty to give advance written notice to City of any change in location from its current business location, any intention to wind up its business affairs, or any intention to file bankruptcy as soon as any such decision is made; that in the event of location change, business wind up, or bankruptcy, City shall have the right to terminate this Agreement immediately.

17.18 Delivery of Vehicles Under Warranty. When service is due, needed, or obligated to be performed under vehicle warranty the Contractor shall keep records reflecting all warranty service work performed by all dealers to each and every City vehicle to include a record mileage put on City vehicles in relation to this service, the time and date of service, a description of service to be performed; that a copy of such

CITY OF KELSO – FLEET MAINTENANCE SERVICES AGREEMENT

records shall be delivered to the City upon its request, and which records may be disclosed pursuant to public disclosure requirements set forth in RCW 42.17, et. sec.

17.19 Priority to City Fleet. In consideration to covenants expressed herein, Contractor promises to give priority to the service of City vehicles over each and every customer it may have.

17.20 Emergency Call Out. Contractor agrees that its duties under this Agreement shall not be suspended in the event of any Act of God, emergency, or combination thereof; that performance of this contract all circumstances shall be to the same extent, efficiency, and timeliness as otherwise agreed to be performed under this Agreement. Full service will be made available in case of said emergency regardless of time or day needed.

17.21 No Preferential Treatment to City Employees. Pursuant to RCW 42.23, et. sec., no City Official shall receive a private benefit arising out of this Agreement; that the duties of Contractor under this Agreement are shall benefit the City of Kelso as an entity and not any individual City Official or City employee. No City of Kelso employee discounts will be permitted.

17.22 Warranty of Signature. The undersigned warrant their authority to bind their principles to this Agreement.

Executed on the dates written below.

CONTRACTOR

CITY OF KELSO

By:

By:

Signature

Signature

Printed Name

Printed Name

Andrew Hamilton

Title

Title

City Manager

Date

Date

Attest/Authentication:

Approved as to form

City Clerk

Brian Butterfield

City Attorney

Janean Parker