



**Request for Proposals  
Cowlitz County**

**RFP No. 05-2015 ~ Vehicle Maintenance  
Cowlitz County Sheriff's Department**

**PROPOSALS MUST BE RECEIVED PRIOR TO:**

**11:00 a.m. on June 30th, 2015**

**Board of County Commissioner's Office**

**Attn: Clerk of the Board**

**207 N. 4<sup>th</sup> Ave, Rm 305**

**Kelso, WA 98626**

*The County reserves the right to reject any and all proposals, to waive technical defects,  
and to select the proposal(s) deemed most advantageous to the County.*

**COWLITZ COUNTY  
REQUEST FOR PROPOSALS**

**RFP No. 05-2015 ~ Vehicle Maintenance  
Cowlitz County Sheriff's Department**

**INVITATION**

Cowlitz County seeks proposals from qualified bidders experienced in providing vehicle maintenance. Proposals must arrive prior to 11:00 a.m. PDT on June 30, 2015 at the following location.

Room 305, Cowlitz County Administration Building  
207 N 4<sup>th</sup> Ave  
Kelso, WA 98626

Proposal requirements and details may be obtained from:

Cowlitz County, Office of Administrative Services  
207 North Fourth Avenue, Room 308  
Kelso, WA, 98626-4124  
Telephone (360) 577-3065 ext-2791

The request is being made available electronically. If accepted by such means, the Bidder acknowledges and accepts full responsibility to ensure that no changes are made to the Request for Proposal documents. In the event of a conflict between a version of the Request in the Bidder's possession and the version maintained by the County, the version maintained by the County shall govern.

A copy of the Request is also on file with the Clerk of the Board and may be viewed on the Cowlitz County website at: <http://www.co.cowlitz.wa.us/bids.aspx>

The Board reserves the right to reject any and all bids, to waive any informalities in the bids, and to accept other than the low bid if it appears to be in the best interests of the county.

All documents received in response to this invitation to bid will become a matter of public record and subject to the Washington public disclosure act under chapter 42.56 RCW.

DATED this 10<sup>TH</sup> day of June, 2015.

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## ***1. INSTRUCTIONS TO PROPOSERS***

### **1.1 DEFINITIONS AS USED HEREIN:**

- a. The term "Request for Proposal" means a solicitation of a formal, sealed proposal.
- b. The term "Proposer" means the person, firm or corporation who submits a formal sealed proposal.
- c. The term "County" means Cowlitz County.
- d. The term "Contractor" means the Proposer awarded a contract under this proposal.

**1.2 COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. An authorized representative of the Proposer must sign each proposal in ink, and required information must be provided. The contents of the proposal submitted by the successful Contractor of this RFP will become a part of any contract award as a result of this solicitation.

**1.3 REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any Proposer to present a proper proposal shall be submitted in writing to the Purchasing Manager, 207 N. 4<sup>th</sup> Ave, Kelso, WA 98626, referencing this RFP number, a minimum of five (5) calendar days (June 18<sup>th</sup>) prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the County in the form of an addendum addressed to all prospective Proposers.

**1.4 SUBMISSION OF PROPOSAL:** Proposals are to be sealed, marked "sealed proposal 05-2015 Vehicle Maintenance Cowlitz County Sheriff Department", and submitted to the Board of County Commissioner's Office, Attn: Clerk of the Board, 207 N. 4<sup>th</sup> Ave Rm 305, Kelso, WA 98626, prior to 11:00 A.M. on the date on the cover sheet. At such time, all proposals received will be formally opened and accepted for consideration.

**1.5 ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing Office in the form of a WRITTEN ADDENDUM. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE

SUBMITTED WITH THE PROPOSAL. Verbal responses and/or representations shall not be binding on the County.

**1.6 LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:**

Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the County Commissioner’s Office, Clerk of the Board, prior to the proposal submission deadline.

**1.7 PROPOSALS BINDING:**

All proposals submitted shall be binding upon the Proposer if accepted by the County within ninety (90) calendar days of the proposal submission date. Negligence upon the part of the Proposer in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.

**1.8 PROPOSER COST TO DEVELOP PROPOSAL:**

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the Proposer and will not be chargeable in any manner to the County.

**1.9 NEGOTIATION:**

The County reserves the right to negotiate any and all elements of this proposal.

**1.10 TIMELINE:** The County proposes the following timeline for this RFP.

Public Notice	June 10th, 2015
Submittal of written questions	June 18th, 2015 No later than 4:00PM
Addenda released to all participants	June 19 <sup>th</sup> , 2015
Date for Submittal	June 30th, 2015 Prior to 11:00 AM PDT
Negotiation with	TBD
Contract Award	TBD

## **2. INSTRUCTIONS FOR RESPONDING TO THIS RFP**

The proposal, one (1) original and four (4) copies, (5 sets) shall be organized using the following format for required submittals:

**Letter of Submittal:** Cover letter telling the County about your company, in general, and letter must be signed by an authorized agent of the company.

**List of Services/ Certified Staff:** Proposer shall fill out the attached Service Questionnaire.

**List of Equipment:** Proposer shall provide a list of all equipment to be utilized in carrying out **this contract** in detail using the attached List of Equipment form.

**Cost:** Proposer shall fill out the attached Proposal Form.  
Proposer shall fill out the attached Sample Work Order.

**References:** The Proposer shall fill out the attached Contractor Qualification Statement.

The Proposer shall supply a minimum of three references.

The Proposer shall state the number of years in business.

**Financial Viability:** The Proposer must present evidence that they have the necessary financial resources to fulfill the conditions of the vehicle maintenance agreement. A financial statement listing revenue/expenses and an estimate of net worth listing assets/liabilities are preferred.

**Innovation & Comment:** Include any other information that is believed to be pertinent but is not specifically asked for in this RFP.

Explain innovations or alternative approaches available from the Proposer in any area of this RFP.

Provide suggestions of other products or services available from the Proposer that may assist the County.

### **3. SCOPE OF WORK/SERVICE**

The Cowlitz County Sheriff's Department is seeking proposals from qualified firms to provide vehicle maintenance services as a yearly contract. Contractor shall be an independent Contractor under the terms of this contract.

This agreement is for, but not limited to, repairs and service to Cowlitz County Sheriff's Department owned motor vehicles at Contractor's facility. While it is the intent of this contract to be full service, the following are not authorized: body work, painting, window glass replacement, purchase of parts for stock, or service/parts for employee owned vehicles.

Proposals must be completed as instructed, and **five (5) sets, one (1) original four (4) copies, returned in response** to this RFP. The County reserves the right to negotiate this contract for a one (1) year term with four (4) additional one-year renewal periods.

### **4. EVALUATION PROCEDURES**

There will be an evaluation process consisting of an evaluation by the Purchasing Manager of technical aspects related to the RFP and an evaluation by an Evaluation Committee based on predetermined evaluation criteria.

An evaluation team will be selected by Cowlitz County to review each responsive Proposer's qualifications. Qualifications will be determined by information submitted as a response to this RFP by each firm. Each Proposer will be rated on a point system. A maximum score of 100 points will be used to evaluate qualifications. The Evaluation Committee may request additional submittals and will possibly conduct oral interviews and facility visits in order to make a final decision.

The objective is to choose a reliable and experienced Contractor capable of providing the best value, with consideration given to overall service.

**5. EVALUATION CRITERIA**

**Proposal Evaluation Criteria will be based on the following:**

- a. The extent of services and ability to meet special conditions detailed in RFP.**
- b. The equipment available to perform these services.**
- c. Past experience with your firm or reference materials.**
- d. Overall costs of labor and parts to Cowlitz County.**
- e. Travel time to and from the Contractor’s facility and Cowlitz County Sheriff’s Department.**

A total of 100 points will be assigned to the evaluation process with each element of the evaluation having the following maximum point value.

**5.1 SERVICES & EQUIPMENT **30****

**Points**

- a.** Extent of services Proposer is capable of providing
- b.** Quality of equipment available to perform these services
- c.** Facility condition and capacity
- d.** Priority scheduling and turnaround time
- e.** Ability to meet special conditions detailed in RFP

**5.2 QUALIFICATION & EXPERIENCE **25 Points****

- a.** Experience vehicle maintenance business
- b.** Past Performance
- c.** References
- d.** Financial Viability

**5.3 COST **30****

**Points**

- a.** Overall cost for labor and troubleshooting



- b. Overall cost &/or discount on parts

#### **5.4 LOCATION**

**15**

##### **Points**

- a. Travel time to and from the Contractor's facility and the Cowlitz County Sheriff's Department

#### **6. AWARD**

In award of the contract, all factors and information which will be considered for decision of Contractor award by the County include but are not limited to the following: service capabilities, pricing structure, and ability to meet requirements as set forth in the proposal.

Cowlitz County reserves the right to award the contract(s) to any Proposer, which the County deems to offer the best overall proposal. Cowlitz County is therefore not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all immaterial defects, informalities and or irregularities, or to re-advertise with either the identical or revised specifications, or award a contract to more than one proposer, if it is deemed to be in the best interest of Cowlitz County.

#### **7. CONTRACTOR REQUIREMENTS**

##### **7.1 GENERAL:**

To be considered responsive, Proposer must be, at the time of proposal opening, an established national or regional vehicle maintenance firm with all required licenses, bonding, facilities, equipment, and trained personnel necessary to perform the requirements specified herein. Proposer should have experience servicing pursuit vehicles and be aware of their special servicing and care requirements. For all locations proposed, Proposer shall have and include under the terms of this contract, a network of owned/franchise company locations operating under one corporate name, each familiar with the terms and conditions of the contract.

The intent of this contract is to provide full service. Applications from specialists who do not provide a variety of services are not normally accepted; as such service/products are separately purchased as needed.

## **7.2 EQUIPMENT:**

In addition, the responsive Proposer must have the following state of the art equipment available to provide required services:

- 1) Brake Lathe
- 2) Air conditioning service center
- 3) Starting and charging system tester
- 4) Complete diagnostic services center
- 5) Front end alignment equipment
- 6) Complete Diagnostic equipment

The Proposer shall maintain in good mechanical condition, the minimum equipment required. Prior to a recommendation of award, the County may inspect the equipment to verify that it meets these requirements. If the Proposer's equipment is not satisfactory, the County reserves the right to reject the Proposal.

The Proposer shall supply a list of the equipment **to be utilized in carrying out this contract** on the attached List of Equipment form.

## **7.3 REPORTS:**

Contractor, upon request, will furnish the County Purchasing Manager a written report of the total dollar volume of business. Such reports are to be submitted within 15 days of request. Contractor personnel will promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested will be provided free of charge.

## **7.4 LAWS & REGULATIONS:**

This contract shall be governed by and construed in accordance with the laws Cowlitz County and the State of Washington and any service or produce herein shall so comply. Specific reference is made to Chapter 46.71, Automotive Repairs, of the Revised Codes of Washington.

To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and County safety codes.

**7.5 SAFETY:**

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

**7.6 STANDARDS:**

All services will be performed in accordance with best industry practices and all parts installed will be genuine, original manufacturer, or equal. If any used, rebuilt, or reconditioned parts are supplied, they must be preapproved by the Cowlitz County Sheriff's Department authorized representative, and be clearly stated on the invoice. Contractor will return or provide inspection of all replaced parts. Service/parts guarantees and warranties shall be stated therein.

**7.7 NEW AND UNUSED:**

All equipment, parts and material shall be new, unused, and meet the vehicle manufacturer specifications. Aftermarket parts that meet or exceed the auto manufacturer's specifications may be substituted upon approval of the purchasing manager, or his/her designee, prior to installation.

**7.8 BEST MODERN PRACTICES:**

All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

**7.9 STANDARD WARRANTY:**

All labor, parts and materials must be covered by the warranty of the proposer or manufacturer as specified in the appropriate section of this RFP.

**7.10 LIABILITY INSURANCE REQUIREMENTS: (FOR TOWING/GARAGEKEEPERS)**

The Contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best’s Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit:	\$1,000,000	Per Occurrence
	\$2,000,000	Annual Aggregate

Garage Liability: \$1,000,000 Minimum Limit

Garage Keepers Liability: \$200,000 Minimum Limit

Contractor is responsible for losses within the deductible amount.

Cowlitz County, its agents, elected and appointed officials, and employees are to be listed as additional insureds under the policies.

The Contractor will provide a Certificate of Insurance to the County as evidence of coverage. The certificate will provide 30 days’ notice of cancellation. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The Contractor shall also maintain workers compensation through the State of Washington.

If at any time during the life of the contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the County to terminate the contract.

**This Certificate of insurance shall be provided to the County Purchasing Manager, prior to commencement of this work.**

**\*PLEASE NOTE**

Garage Liability, other than auto, is an acceptable substitute for Commercial General Liability and Garage Liability, any auto, is an acceptable substitute for Automobile Liability as long as it is at the required limits.

WA Stop Gap is not required for owner/operator firms with no employees.

## **8. TERMS AND CONDITIONS**

### **8.1 TERM:**

The period of this contract shall be for a period of one year from its effective date. The County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving sixty (60) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the bid.

### **8.2 USE OF CONTRACT:**

All County Sheriff's Department personnel are authorized to use this contract by placement of an order with the Contractor. The contract is for the Sheriff's Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm's proposal. At any time during the term of this contract, other County departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.

### **8.3 INTERLOCAL PURCHASING:**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

### **8.4 TERMINATION:**

Time and convenience of the purchaser is of the essence. Repetitive substantiated complaints of delays, inefficient operating procedures, poor service and/or incorrect billings may be grounds for termination of the contract in whole or in part.

This contract may be terminated by either party by giving sixty (60) days written notice of such intent and will become effective sixty (60) days from the date such written notice is

delivered to the applicable party to the contract.

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

**8.5 PRICE/CHANGES:**

The rates and discounts shown on the application and proposal catalog pricing shall be consistently applied and remain firm throughout the first twelve months of the contract. Invoices must show the exact number of hours used to perform each operation and show net prices. Failure to abide by the above may be cause for cancellation of the contract. Labor rates may be adjusted annually upon request to the County Purchasing Manager, per the West C, Urban Wage Earners and Clerical Workers **Consumer Price Index** -- 50,000 to 330,000 population. NO DISCOUNT ADJUSTMENTS WILL BE ALLOWED.

**8.6 ASSIGNMENT/TRANSFER/CHANGES:**

Any proposed change in this contract shall be submitted to the Cowlitz County Purchasing Manager for prior approval and they will make the change by a contract modification. Other services may be added as needed to this contract. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

**8.7 ESTIMATES/AUTHORIZATION:**

Unless a customer expressly declines, Contractor shall provide a written price estimate of all repairs estimated to exceed \$100.00. Contractor shall not charge for work done or parts supplied which are not a part of the written price estimate and may not charge the customer more than one hundred percent (100%), exclusive of sales tax, of the total price shown on the written price estimate without obtaining prior oral or written authorization of the customer to exceed the original estimate.

**8.8 INVOICING AND PAYMENTS:**

Successful Contractor must accept credit cards and purchase orders for payment. Invoicing must be created and managed locally. Contractor shall not utilize the billing services of a clearinghouse. Contractor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment, each invoice should cite purchase order number or last four digits of credit card, proposal number, description of

work completed along with parts prices, unit and total price, discount terms and include the Contractor's name and return remittance address.

Payment will be mailed within thirty (30) days of both; the receipt and acceptance of the equipment repair or maintenance and properly completed invoice.

**8.9 GIFTS/GRATUITIES:**

Purchasers will not be offered or entitled to earn or receive personal gifts, gratuities, credits or other benefits of economic value by reason of their official business.

**8.10 PROPOSER PROHIBITED:**

Proposers are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the County.

**8.11 DISCLAIMER OF LIABILITY:**

The County, or any of its agencies, will not hold harmless or indemnify any Contractor for any liability whatsoever.

**8.12 HOLD HARMLESS:**

The Contractor shall agree to protect, defend, indemnify, and hold Cowlitz County, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the Contractor, its agents, employees or representatives, in the performance of the Contractor's duties under any agreement resulting from award of this proposal.

## 9. VEHICLES

The following section is for information only. No dollar figures are required in this section.

The Sheriff's Office has a fleet of over forty (40) gas operated vehicles. Contractors should have the capabilities of servicing and maintaining at least forty (40) vehicles. Approximately thirty-six (36) of these vehicles are pursuit vehicles, which are driven intermittently during a deputy's 10.5 hour shift, 4-6 days per week. Each vehicle is assigned to a specific deputy, and are take-home emergency response vehicles. They operate in a variety of driving and weather conditions, including high-speed emergencies, and off-road. These vehicles are driven between 10,000-30,000 miles per year, depending on assignment. It is essential that they be serviced on a priority basis to insure minimum time out of service. Non-patrol vehicles, such as detective, administration, and special service vehicles need less maintenance per year. The approximate current fleet of Sheriff vehicles is as follows:

Quantity	Year	Model
21	2005 through 2013	Ford Expedition
16	2002 through 2010	Ford Crown Victoria
1	2006	Jeep Cherokee 4x4
2	2011	Dodge Charger
1	2005	Ford F250
1	2015	Ford Police Utility AWD
1	2001	Chevy Blazer



## **10. TIRES**

The current types and sizes of tires the County Sheriff Department currently utilizes are: Firestone Firehawk GT Pursuit 077325 and the B.F.Goodrich 272981.

All tires will be purchased by the County and provided to the successful Contractor providing tire service. The successful Contractor shall provide storage space for a minimum of 8 tires.

The County may, at its sole option, purchase tires from the successful Contractor at State of Washington Contract pricing or better.

## **11. VEHICLE MAINTENANCE**

Proposer agrees to perform all major and minor maintenance and repairs except as previously excluded. Maintenance will be performed as specified by the vehicle manufacturer and at the manufacturer's recommended intervals unless otherwise specified by the Purchasing Manager. The proposer shall provide a completed checklist of items inspected following each completed maintenance service including LOF (lube, oil, and filter). Attach a copy of proposers LOF checklist to the RFP response.

Additionally, the proposer agrees to provide chassis and tire service to include but not limited to:

- Tire rotation
- Mount and balance
- Front and/ or rear wheel alignment

### **11.1 Warranty Work**

Proposer agrees to perform all repairs covered by the manufacturer's warranty at no cost to the County

## **12. BASIC LOF REQUIREMENTS**

Basic LOF (Lube, Oil, Filter) Services to be performed:

A. For the flat fee identified for the Basic LOF, Contractor will perform on Cowlitz County Sheriff vehicles all items listed below. Such service will be routinely completed within forty five (45) minutes of vehicle arrival during Contractor's normal hours of operation. Reservations will not be required. All services performed/parts supplied to meet or exceed original equipment manufacturer's warranty requirements:

- 1) Drain oil and refill with up to 6 quarts of major brand premium quality oil (based on vehicle manufacturer's specifications)
- 2) Install new top quality oil filter.

- 3) Lubricate chassis.
- 4) Inflate tires to proper pressure and check for foreign objects.
- 5) Perform contractor's checklist (include sample check list with response)

The following items are checked only:

- B. Check and fill fluid levels, including:
  - 1) Battery.
  - 2) Radiator.
  - 3) Transmission.
  - 4) Differential.
  - 5) Brakes.
  - 6) Power Steering.
  - 7) Windshield Washer with antifreeze protected solution.
- C. Check air filter and PCV valve.
- D. Check Wiper Blades.
- E. Check head/tail lights.

### **13. SITE SECURITY**

Proposer's service location shall have adequate security to ensure the County's vehicles are properly secured after working hours and on the weekends. Perimeter fencing and security cameras are required to meet this requirement.

## PROPOSERS CHECKLIST

The Proposer's attention is especially called to the following items, which must be included or addressed in the proposal:

- One (1) original and four (4) copies of the Proposal.
- Identify outside of sealed envelope, per page 5, "Submission of Proposal"
- **Submit Proposal prior to 11:00 a.m. PDT, June 30th, 2015**
- Letter of Submittal
- Proposal Form with Cost List/Signature Sheet
- Contractor Qualification Statement
- Service Questionnaire
- List of Equipment Form
- Sample Work Order
- Contractor's check list for basic LOF service
- Financial Reports
- Innovation & Comment
- Personnel Inventory Form

**This purpose of this checklist is to serve only as a guide. It shall be the Proposer's responsibility to sign and return all required forms and documentation.**

**PROPOSAL FORM -- NOT AN ORDER**

BID NO. 05-2015

PLEASE BID ON THIS FORM.  
RETURN MARKED "NO BID"  
IF YOU CANNOT BID

DATE \_\_\_\_\_

PHONE: \_\_\_\_\_

VENDOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

**PROPOSALS WILL BE RECEIVED**

PRIOR TO **11:00 A.M., June 30th**

**TO PROPOSER:**

Please submit your best proposal for the following. The County reserves the right to reject any or all proposals. This proposal shall remain valid for at least ninety (90) days from the latest published RFP closing date. Cowlitz County intends to award this contract within 30 to 90 days, pending approval of the County.

<b>Proposer offers to provide the following vehicle maintenance services per the specifications contained herein.</b>			
Retail Shop Labor Rate:	\$ _____		
Proposed Labor Rate:	\$ _____		
OEM Parts Pricing	MRSP _____	<b>OR</b> MRSP less _____ %	<b>OR</b> Cost Plus _____ %
Aftermarket Parts Pricing	MRSP _____	<b>OR</b> MRSP less _____ %	<b>OR</b> Cost Plus _____ %
Price of standard gas engine LOF including:	_____ point checklist	\$ _____	
Name of Flat Rate Costing Manual Used for Costing Services: _____ *Manual shall be provided by the successful Contractor at time of award.			
Service to start within _____ calendar days after receipt of award.			
Payment terms will be Net 30 days from receipt of completed paperwork/invoice.			

## NON-COLLUSION DECLARATION

I, by signing the Bid, 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 bid is submitted.
2. That by signing the signature page of this bid, I am deemed to have signed and have agreed to the provisions of this declaration.

**SIGNATURE SHEET**  
**RFP No. 05-2015**

The Proposer is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED \_\_\_\_\_% \_\_\_\_\_

**\*\*Receipt is hereby acknowledged of addendum(s) No. (s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.**

**SIGNATURE OF AUTHORIZED OFFICIAL(S)**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address

**PROPOSAL MUST BE SIGNED** 

## CONTRACTOR QUALIFICATION STATEMENT

Contractor must complete all portions of this statement before proposal will be considered. The following statements as to experience, equipment and general qualifications of the Proposer as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed by the Proposer and included in proposal evaluation.

I. Name and address of principal business office which Contract will be administered from:

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Telephone: \_\_\_\_\_

II. Number of years Contractor has been engaged in vehicle maintenance business: \_\_\_\_\_

III. The Proposer as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof)

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IV. References: Contractor must have satisfactorily completed or currently maintained three (3) vehicle maintenance service contracts in the last five (5) years:

1. Location and for whom performed:

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Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

2. Location and for whom performed:

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Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

3. Location and for whom performed:

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Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

V. Guarantee/Warranty

Proposer shall state terms and conditions of guarantee/warranty:

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***SERVICE QUESTIONNAIRE***

**Please check the services your company can perform and list the number of certified mechanics available for each service.**

Provide Service?	Number of Certified Mechanics?
<input type="checkbox"/> Engine Repair	
<input type="checkbox"/> Automatic Transmission	
<input type="checkbox"/> Manual Transmission and Rear Axle	
<input type="checkbox"/> Front End	
<input type="checkbox"/> Brakes	
<input type="checkbox"/> Electrical Systems	
<input type="checkbox"/> Heating and Air Conditioning	
<input type="checkbox"/> Engine Tune-Up	

***LIST OF EQUIPMENT***

Contractor must list equipment owned and which is definitely available for use on proposed work as required:

	<b>Detail of Equipment to be Used</b> <i>(Name, Type, Model, Year)</i>	<b>Condition</b>	<b>Location</b>
	<b><u>For LOF and check only services:</u></b>		
1)	Brake Lathe:		
2)	Air conditioning service center:		
3)	Starting and charging system tester:		
4)	Complete diagnostic services center:		
	<b><u>For tire services:</u></b>		
1)	Front end alignment equipment:		
2)	Complete Diagnostic equipment:		

**SAMPLE WORK ORDER – REQUIRED WITH SUBMITTAL**

Use the following example vehicle for the purpose of costing the services listed below:

**2014 Ford Interceptor Utility, V-8 Gasoline Engine:**

All services performed and/or parts supplied must meet or exceed the original equipment manufacturer's warranty requirements.

	<b>Service</b>	<b>Parts Brand</b>	<b>Hours Required</b>	<b>Labor Cost</b>	<b>Parts Cost</b>	<b>Total Cost</b>
1.	Service Transmission					
	Parts Required:					
	Transmission Kit					
	Fluid					
2.	Engine Tune-up					
	Parts Required:					
	Plugs					
	Rotor					
	Fuel Filter					
	Air Cleaner					
3.	Brake Repair (Including wheel pack)					
	Parts Required:					
	Wheel Seals					
	Front Pads					
	Rear Shoes					
	Turn Rotors (2)					
	Turn Rear Drums (2)					
4.	Front End Alignment (front only)					
	Parts Required:					
	Front/Rear Shims					
5.	Lube, Oil, Filter					
	Parts Required:					
	10-40 Oil					
	Filter					
6.	Air Conditioner Recharge					
	Parts Required:					
	Freon, 5 lbs.					
7.	Mount Snow Tires, Balance, Rotate (2 tires)					

**EXHIBIT A**  
**SAMPLE CONTRACT**



**PERSONAL SERVICES AGREEMENT**

**Contract Number:**

THIS AGREEMENT is entered into between COWLITZ COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Cowlitz County") and

Name:

Address:

Phone N<sup>o</sup>:

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A – Scope of Work
- Attachment B – Compensation
- Attachment C – General Conditions
- Attachment D – Special Terms and Conditions and Retirement Status Form (signature required)
- Attachment E – (specify)

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and shall, unless terminated as provided elsewhere in the Agreement, terminate on the day of \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_\_\_

(Optional for Commissioner Approval)  
ATTEST:

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Tiffany Ostreim, Clerk of the Board

[2014\_ver. 3]

COWLITZ COUNTY: Board of  
Commissioners

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Title: Chair

(Approval subject to Board ratification or authorization)

CONTRACT HAS BEEN APPROVED AS TO  
FORM BY COWLITZ COUNTY  
PROSECUTING ATTORNEY

**SCOPE OF WORK**

The contractor agrees to complete the professional services work on the Cowlitz County, as described below (or in the attached document), including the following elements:

In the event the Contractor, or its agents or assigns, are unable to complete their work as scheduled, the contract period and compensation may be adjusted by mutual agreement of the County and Contractor.

## **COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \_\_\_\_\_ DOLLARS (\$) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than  bi-monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) \_\_\_\_\_ .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

**b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

***Name/Position***

***Hourly Rate***

Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) \_\_\_\_\_ .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought and; payment amount requested.

In no event shall Contractor be compensated in excess of \_\_\_\_\_ DOLLARS for the completed work set forth in Attachment "A."

**2. AND**

**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

**OR**

**b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

**OR**

**c.** Other (specify) The County, in addition to the compensation herein set forth shall provide to the Contractor the following:



### **GENERAL CONDITIONS**

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, except as provided for herein.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.
3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Cowlitz County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Cowlitz County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Cowlitz County for any payments made or required to be made by Cowlitz County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Cowlitz County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor.

The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Cowlitz County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon thirty (30) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
  - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
  - (b) The Contractor shall provide the County with an accounting of

authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

The County agrees to defend, indemnify and save harmless the Contractor, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the Contractor, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the County, its subcontractors, its successor or assigns, or its or their agent, servants, or employees, the Contractor, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the Contractor, its appointed or elected officials or employees. It is further provided that no liability shall attach to the Contractor by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Cowlitz. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach

entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
  - (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
  - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
  - (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and

conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Project Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Project Manager for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Cowlitz County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:

Title:

Department:

Address:

Telephone:

E-mail:

Fax:

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
  - (a) Applicable federal, state and local statutes, ordinances and regulations;
  - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
  - (c) Special Terms and Conditions (Attachment D); and
  - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 30-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

**SPECIAL TERMS AND CONDITIONS**  
**AND RETIREMENT STATUS FORM**

1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- With each request for payment.
- Monthly.
- Quarterly.
- Semi-annually.
- Annually.
- Project completion.
- Other (specify)

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- COMPREHENSIVE GENERAL LIABILITY:
  - Bodily injury, including death. \$  
per occurrence
  - Property damage \$  
per occurrence
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period
  - Endorsement (two year tail). \$  
per occurrence



WORKERS COMPENSATION: Statutory  
amount

AUTOMOBILE: coverage on owned, non-owned, rented and hired  
vehicles

Bodily injury, liability, including death \$  
per occurrence

Property damage liability \$  
per occurrence

All Contractor's and Contractor's subcontractors' insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. All Contractor's and Contractor's subcontractors' liability insurance policies must be endorsed to show this primary coverage.

Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-insured retentions exceeding \$10,000, stop loss provisions, and/or exclusions contained in such policies must be approved by the County in writing. For any deductibles or self-insured retentions exceeding \$10,000 or any stop-loss provisions, the County shall have the right to request and review the Contractor's most recent annual financial reports and audited financial statements as a condition of approval.

Contractor hereby agrees to a waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement or notation of additional insured status on a Certificate of Insurance shall not satisfy these requirements. *[This endorsement shall not be required if the Contractor is a governmental entity and is insured through a governmental entity risk pool authorized by the State of Washington.]*

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of

reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to: ATTN: Risk Manager, Cowlitz County Administrative Svc., 207 4th Ave. N., Kelso, WA 98626. This Agreement shall be *void ab initio* if the proof of coverage is not timely supplied.

The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of the Contractor under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by the Contractor.

Compensation and/or payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor. This Agreement shall be *void ab initio* if the proof of coverage is not timely supplied.

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

4. Other (specify)

**COUNTY RETAINS THIS FORM**

***Individual contractors and service providers must complete and sign***

5. WA Department of Retirement Systems: Independent Contractor Verification and State Retirement Status Reporting Form [WAC 415-02-110; DRS Email 13-011; DRS Email 09-001]

**SECTION 1: INDIVIDUAL CONTRACTOR COMPLETES THIS SECTION AND SIGNS:**

- Did you retire from one of the State of Washington Retirement Systems?
- YES**  **NO**
- Did you retire before age 65 using the 2008 early retirement factors (ERF)?
- YES**  **NO**
- Will you be receiving direct compensation for your services?
- YES**  **NO**
- Will you be receiving indirect compensation for your services?
- YES**  **NO**

CONTRACTOR (Full, individual name of contractor):

Signature: \_\_\_\_\_ Social Security No. :  
Date:

**SECTION 2: COUNTY COMPLETES THIS SECTION AND RETAINS FOR AUDIT PURPOSES:**

[Use Member Reporting Verification (MRV) to verify the past retirement membership]

1. Contractor **has been** a member of a Washington State Retirement System  **YES**  
 **NO**

If **YES**, what system and plan?

- Teachers' Retirement System (TRS)  Plan 1  Plan 2  
 Plan 3
- School Employees' Retirement System (SERS)  Plan 2  
 Plan 3
- Public Employees' Retirement System (PERS)  Plan 1  Plan 2   
Plan 3
- Public Safety Employees' Retirement System (PSERS)  Plan 2
- Law Enforcement Officers' &  
Fire Fighters' Retirement System (LEOFF)  Plan 1  Plan 2
- Washington State Patrol  
Retirement System (WSPRS)  Plan 1  Plan 2
- Judicial Retirement System (JRS)

2. Is the contractor a retiree of a Washington State Retirement System?  Yes   
No

3. Did the contractor retire before age 65 using the 2008 ERF?  Yes  
 No

I have verified the information above using MRV or by contacting DRS, and I have evaluated the individual Contractor, Independent Contractor or Service Provider under WAC 415-02-110 and/or DRS Form-MS 344 (R 5/09), and the Internal Revenue Service rules governing independent contractor status.

COUNTY OFFICIAL/DEPARTMENT REPRESENTATIVE:

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

**COUNTY RETAINS THIS FORM**