REQUEST FOR PROPOSALS
FOR

#2014-01 VANPOOL VEHICLE MAINTENANCE

January 20, 2014

Deadline for Questions:
February 7, 2014, at 12:00 p.m.

PROPOSALS DUE:
February 19, 2014, at 11:00 a.m.
2425 NE 65th Avenue
Vancouver WA  98661 98668-2529

Contact Person:
Anna Vogel, Procurement Coordinator
PO Box 2529
Vancouver WA  98668
Phone 360-906-7310
procurement@c-tran.org
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1 GENERAL INFORMATION

1.1 Introduction

The Clark County Public Transportation Benefit Area (dba C-TRAN) is requesting proposals from individuals interested in providing preventative maintenance, corrective maintenance, repairs, bodywork, and warranty work for C-TRAN’s vanpool fleet.

This Request for Proposals (RFP) outlines a description of the services sought and the required documents interested proposers will be expected to submit. All requested information shall be submitted in the format required by 11:00 a.m. (local time), Wednesday, February 19, 2014. Any responses received after the deadline will not be considered.

Proposals will be reviewed and ranked by the evaluation team as outlined in Section 6 of this Request for Proposals. The final decision regarding contract award will be made by the C-TRAN Board of Directors in an open public meeting. It is anticipated a contract will be awarded on March 11, 2014.

For its own best interests, C-TRAN reserves the right to accept or to reject any and all proposals subject to regulations governing DOT-assisted purchases.

1.2 Agency Background

C-TRAN provides transit services throughout its specified service area boundaries in Clark County, Washington, and to Portland, Oregon. C-TRAN’s service area population is approximately 366,010 persons in an area of 627 square miles.

C-TRAN was approved by the Clark County voters in November 1980 and became operational in April 1981. C-TRAN provides fixed route bus service between the following cities and incorporated areas: Vancouver, Camas, Washougal, Battle Ground, Ridgefield, La Center and Yacolt, Washington and Portland, Oregon.

C-TRAN’s ridership has grown steadily as additional equipment and facilities have been placed into service and public awareness of mass transit has increased. In 2012, C-TRAN’s total ridership reached approximately 6,889,000 passengers.

C-TRAN is a municipal corporation of the State of Washington and is governed by a Board of elected officials representing Clark County, City of Vancouver, East County and North County cities and towns.
1.3 Anticipated RFP Evaluation Schedule

The following timeline is the anticipated schedule for the RFP process.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Advertised</td>
<td>January 20, 2014</td>
</tr>
<tr>
<td>Questions due</td>
<td>February 7, 2014</td>
</tr>
<tr>
<td>Issue Final Addendum</td>
<td>February 12, 2014</td>
</tr>
<tr>
<td><strong>Proposals due</strong></td>
<td><strong>February 19, 2014</strong></td>
</tr>
<tr>
<td>Evaluation Meeting</td>
<td>Week of February 24, 2014</td>
</tr>
<tr>
<td>Interviews (if required)</td>
<td>Week of February 24, 2014</td>
</tr>
<tr>
<td>Best and Final Offer Due</td>
<td>February 28, 2014</td>
</tr>
<tr>
<td>Board Meeting/Award Recommendation</td>
<td>March 11, 2014</td>
</tr>
<tr>
<td>Contract Protest Period Ends</td>
<td>March 18, 2014</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>March 24, 2013</td>
</tr>
</tbody>
</table>

1.4 Reimbursement

C-TRAN will not reimburse Proposers for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate C-TRAN to accept or contract for any expressed or implied services.

1.5 Proposals Become Public Records

During the evaluation process, C-TRAN treats all proposals with the highest level of confidentiality; however, once the evaluation process has been completed and a contract is awarded, the entire procurement becomes public information and subject to the Washington State Public Disclosure Act (RCW 42.17). Any proprietary information revealed in the proposal should therefore be clearly identified as such. C-TRAN will notify any Proposer before releasing the proprietary information to any request for public records. If the Proposer believes its records are exempt from disclosure, it is the Proposer’s sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the Proposer’s discretionary decision whether to file such a lawsuit. However, if the Proposer does not timely obtain and serve an injunction, C-TRAN will disclose the records, in accordance with applicable law.
1.6 Nondiscrimination

C-TRAN, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 200d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit a proposal in response to this request and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

1.7 Procurement Protest Procedure

Proposers or third parties who can demonstrate a substantial economic interest may protest C-TRAN’s decision regarding (1) a provision of the Request for Proposals or (2) contract award. All communication concerning a protest shall be in writing and will be open for public inspection.

Protests regarding pre-award actions shall be filed no later than three (3) days before proposal opening or closing date for the receipt of proposals. Protests regarding contract award shall be filed no later than seven (7) days after contract award by C-TRAN’s Board of Directors.

Proposers may appeal C-TRAN’s decision to the Federal Transit Administration (FTA) following procedures outlines in FTA Circular 4220.I F (November 1, 2008). This procedure covers both contract award appeals and appeals concerning decisions made prior to contract award. FTA will review protests regarding C-TRAN’s failure to have written protest procedures or failure to follow such procedures.

Copies of C-TRAN’s bid protest procedures and FTA’s review procedures may be requested from the Procurement Coordinator at procurement@c-tran.org.
2 GENERAL REQUIREMENTS

2.1 Inquiries on RFP

Questions on this RFP should be addressed either in writing to the Procurement Coordinator at the above U.S. Postal address, or via e-mail to procurement@c-tran.org. The C-TRAN Procurement Coordinator shall be the single point of contact during the entire solicitation process until contract award. Contact with other C-TRAN personnel, committee members and/or consultants will not be permitted during the solicitation process.

Any changes or clarifications to the information provided herein shall be reduced to writing and will be furnished to all prospective Proposers as addenda to this RFP. **Questions must be submitted by 12:00 p.m., February 7, 2014.** Any questions and concerns submitted after the specified time will be addressed at the discretion of C-TRAN’s Procurement Coordinator.

2.2 Submittal of Proposals

One (1) original, clearly marked, and four (4) copies of the proposal must be furnished to C-TRAN at the time and place specified above.

Sealed proposals will be received by C-TRAN up to the hour of **11:00 a.m., Wednesday, February 19, 2014.** Proposals delivered later will not be accepted. C-TRAN is not responsible for delays in delivery.

All proposals shall be placed in a sealed envelope, which is clearly marked “RFP #2014-01 Vanpool Vehicle Maintenance.” **Proposals by fax or email will not be accepted.**

Proposals shall have the name and address for delivery as follows:

**Hand Delivery or Commercial Carrier Services:**
C-TRAN
Attn: Procurement Coordinator
2425 NE 65th Avenue
Vancouver, WA 98661
RFP #2014-01 Vanpool Vehicle Maintenance
U.S Postal Delivery:
C-TRAN
Attn: Procurement Coordinator
PO Box 2529
Vancouver, WA 98668
RFP #2014-01 Vanpool Vehicle Maintenance

C-TRAN makes no provision for specifically collecting mail from its post office box prior to the deadline. Proposals submitted by mail should, therefore, be mailed in ample time to arrive at the post office or commercial carrier service before the actual due date and time. C-TRAN shall not be liable for checking the post office box immediately prior to the time of opening.

2.3 Addenda to RFP

C-TRAN reserves the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written addendum, which shall be issued by C-TRAN and posted to our website. It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained from C-TRAN’S Procurement Bid and Opportunities page, http://www.c-tran.com/bid_opportunities.html. C-TRAN accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

2.4 Validity Period

The proposal shall be considered current and a valid offer to undertake the work, subject to successful negotiation of a contract, for a period of at least ninety (90) days and shall contain a statement in the proposal’s Letter of Transmittal to that effect.
3 SCOPE OF SERVICES REQUIRED

3.1 Scope of Services

As the regional public transportation agency for Clark County, Washington, C-TRAN wishes to secure a vehicle maintenance service contract for its vanpool program in Clark County. It is the intent of C-TRAN to establish a contract with one (1) maintenance facility.

C-TRAN’s Vanpool Program operates an active fleet of approximately 38 passenger vans. The active fleet is composed of vans with groups in operation, service loaner vans to support these groups and vans available for new forming groups. The fleet is comprised of seven and 12-passenger vans. Due to continuing support from WSDOT, C-TRAN expects to continually increase the size of its vanpool.

Vanpool provides vans, staff support, maintenance, fuel, and insurance to groups of five to fifteen (5 to 15) people who commute together. The current average Vanpool group commute is 58 miles round trip. Vanpool vans are serviced at 5,000-mile increments or after 120 days of service, whichever comes first. Vanpool drivers are responsible for the delivery and pick-up of vans at the contracted maintenance facility.

The key elements of the Vanpool maintenance program includes, a comprehensive preventive maintenance schedule, full utilization of standard warranty coverage and customer service responsiveness. The successful contractor will work collaboratively with C-TRAN staff to maximize cost efficiencies, minimize unscheduled repairs and downtime and ensure courteous, quality service while providing customers with mechanically sound, safe, reliable and clean vehicles. Attention shall always focus on balancing costs and providing effective service.

All proposing firms shall demonstrate the ability to provide routine preventive maintenance (PM) and repair services for approximately 25 to 100 vans. Contractors shall perform routine repair services for major systems that include but are not limited to brakes, suspension, heat/air conditioning systems, electrical systems, minor engine repair, etc. Contractors are also responsible to schedule and shuttle vans to warranty dealers and body shops for service as needed. The successful proposing firms awarded contracts for Vanpool fleet maintenance as a result of this proposal shall perform as the primary Contractor for all work related to fleet maintenance so that C-TRAN has a single contract for all work.
For cost and service efficiencies, C-TRAN prefers to have a single Contractor that is able to perform all services. However, if necessary, Contractors may subcontract specialty work to subcontractors who have been approved by C-TRAN as part of their proposal. The Contractor shall be responsible for all costs associated with doing business with its subcontractors unless otherwise mutually agreed upon with C-TRAN.

Contractors shall be responsible for maintaining complete vehicle maintenance records, including any subcontracted and/or warranty work for all vehicles while assigned to or worked on by their shop. Vehicle history records shall be available to C-TRAN staff upon request.

**Service Facility Location**

Only fixed service locations will be considered for contract award. Due to the nature of the Vanpool Program business, mobile service operations cannot meet contractual requirements.

Evaluation of the location will include considerations of length of time, distance and ease of access for customers. It has been determined that to most effectively meet customer requirements, service facilities shall be located within the C-TRAN service area.

### 3.2 Contractor Responsibilities

#### 3.2.1 Preventative Maintenance

Preventive maintenance (PM) service is scheduled for all vanpool vehicles at 5,000 miles or 120 days of service, whichever comes first. Service frequency is dependent upon each group’s round-trip mileage. In general, the average daily mileage for a group van is estimated at 58 miles.

The majority of vans receive an “A” or “B” service on an alternating basis. For example: the vans receive an “A service” at 5,000 miles, “B service” at 10,000 miles, then “C service” at 15,000 miles, then “A service” again at any other mileage point not listed below in the table, etc.

| “A” PM Service | Every 5,000 miles |
| “B” PM Service | Every 10,000 miles |
| “C” PM Service | Every 15,000 miles |
| “D” PM Service | Between 50,000 and 60,000 miles |
| “E” PM Service | Every 50,000 miles |
The “A” PM service includes Items 1 through 26 on the PM checklist (Reference: Example #6 for PM checklist). The “A” shall have Items 1 through 26 on the PM checklist inspected and maintained for a minimum 5,000-mile performance increment.

The “B” PM service shall include ALL items on the “A” PM checklist, plus the items specified under the “B” PM service. This service shall be performed every 10,000-15,000 miles.

The “C” PM service, or “transmission” service, consists of Item 31 and is performed at 15,000-mile intervals. The “C” PM service shall be performed in conjunction with an “A” or a “B” PM service.

The “D” PM service, or “tune-up” service, includes Item 32. It shall be performed in conjunction with the “B” PM Service that is scheduled between 50,000 and 60,000 miles but not to exceed four (4) years.

The “E” PM service or “coolant system” service includes Items 33 through 35 and shall also be performed in conjunction with an “A” or “B” PM service at 50,000-mile increments.

A road test, Item 36, shall be performed with each PM service for the purpose of diagnosing problems, checking the effectiveness of repairs and testing the overall operation of the vehicle.

The C-TRAN vanpool group will contact the maintenance facility to schedule these services. The maintenance facility will determine which service is required at the time of scheduling. If a C-TRAN vanpool vehicle is delivered for service and it is not scheduled for service or should have been scheduled for a different PM service then the maintenance facility shall call the C-TRAN Vanpool Coordinator for approval before performing any preventive maintenance service.

The maintenance facility is responsible for communicating any noted inspection deficiencies to the C-TRAN Vanpool Coordinator BEFORE the repairs are to be performed. Please note that all fluids needed for topping off reservoirs or oil changes shall be included in the quoted price of the preventive maintenance service.
Depending on the number of vehicles in service, shops can initially anticipate one to ten (1–10) vehicles to be scheduled for PM service monthly. However, as the vanpool fleet grows, the Contractor must be able to accommodate five to twenty (5–20) vehicles scheduled for PM service monthly. The Contractor shall be responsible for transporting vans in an emergency (i.e.: flat tire, breakdown, dead battery, etc.) during vanpool business hours (7:30 a.m. to 5:00 p.m.) to the Contractor’s facility. Any charge or fee for doing so shall be noted clearly in the proposal.

Required turnaround time for routine PM service shall be two (2) full calendar business days from the time of vehicle receipt. Any vehicle picked up by 9 a.m. will have that business day counted as the first full business day. The Contractor and the vanpool group and/or Vanpool Coordinator shall coordinate the exact days that vans will be brought into the maintenance facility. For example:

- A vehicle delivered for service at the end of the business day on Monday should be ready to return to service by the start of the business day on Thursday.

- A vehicle delivered midday on Tuesday shall be ready for service by the start of the business day on Friday.

- A vehicle picked up by 9 a.m., Tuesday should be ready for service by the start of the business day on Thursday.

3.2.2 PM Checklist (See example 4)

The PM service checklist shall be completed and submitted attached to the PM work order/invoice for every van serviced.

The top section of the PM checklist shall be completed in full with the Vehicle Identification Number, the date of the PM service, the name or identification number of the assigned technician to the PM service, and the odometer readings (before and after service) of the vehicle.

To complete the checklist uniformly, all items not needing repair or service beyond that listed in the task description shall be marked off the list with a √ on the appropriate line. If a repair is needed for any item, place an O on the line next to the number. Once the repair has been made, place an X through the O to show the item deficiency has been corrected. All PM checklists (Reference Example #4) shall be completed with a sign off from the technician after all items are inspected and maintained, deficiencies corrected and a road test performed before a vehicle is returned to service.
A road test shall be performed for each preventive service performed for diagnosing of problems, checking the effectiveness of repairs and testing the overall operation of the vehicle.

The Contractor shall maintain a vehicle record file for each van serviced.

3.2.3 PM Schedules

“A” service includes:

Lube, oil, and safety inspection; PM checklist Items 1-26. The “A” shall be inspected and maintained for a minimum of 5,000 mile increments.

1. Inspect the interior and exterior of the van for damage, check the windows/mirror for cracks or dings, and check for the license plates being secured on the front and rear. Check the seats for rips and tears or other damage such as graffiti.

2. Check operation of all directional signals and lights. This shall include interior and exterior lights.

3. Visually check operation of all instruments and gauges.

4. Check operation of heat/defroster and air conditioner. Visually check all interior knobs and handles (doors, locks, dash panel).

5. Check operation safety of equipment: horn and seat belts.

6. Check operation of the parking brake.

7. Check operation and lube the hood latch and door locks.

8. Check operation of the transmission and check the fluid level. Fill with the specified transmission fluid as suggested by the manufacturer if needed.

9. Inspect the wiper blades and wiper arms. Fill the window wash reservoir as needed.

10. Check the steering operation. Check the power steering fluid level and fill as needed.

11. Visually check for coolant leaks in the radiator or hoses. Tighten hose clamps as needed. Check the coolant level in the reservoir and fill as needed.
12. Check the battery water level and fill if needed. If it is not a “maintenance free”, type check the sight glass for a green color. Remove and clean the battery cables and terminals.

13. Check condition of the engine mounts.

14. Check condition and tension of all seat belts. Adjust if needed.

15. Inspect and clean or replace if needed the PVC valve.

16. Check fuel lines, hoses, and fittings for leaks and tighten as required.

17. Check operation of brakes and fluid levels, fill as needed. Visually inspect the calipers, wheel cylinders, rotors, drums, and brake lining wear. Record the approximate front and rear remaining lining wear in mileage terms (5K+ or 10K +). Brakes shall be replaced if less than an estimated 5,000 miles remains in brake lining life.

18. Drain and replace engine oil. Replace oil filter. Use 5W30 oil for the Chevy Express Vans and Toyota Sienna Vans. Use OEM or equivalent oil filter.

19. Inspect tire wear, tread depth and air pressure, fill if needed. Rotate the tires. Tires shall be replaced if less than 5/32 tread remains.

20. Inspect condition of wheels, lug nuts, and studs. After tire rotation is complete, torque the wheels to the manufacturer’s specification.

21. Check differential fluid level and fill as needed with manufacture recommended fluid.

22. Inspect condition of drive line and U-joints. Lube as required.

23. Check the exhaust system for leaks.

24. Lubricate and give suspension system “look and shake” inspection. Visually inspect the shocks for leaks.

25. Visually check condition of the frame and cross members.

26. Fill in the mileage update on the window sticker by adding the present mileage to the mileage available before the next service is needed. The sticker shall then be placed in the upper left-hand corner of the front windshield. Perform routine cleaning to include vacuuming the carpets and seats, wash the windows/mirrors, and empty any trash cans.
“B” service includes:

The “B” PM service shall normally be performed every 10,000 or 15,000 miles. All items listed in the “A” PM service (PM checklist Items 1-26) in addition to PM checklist items 27-30:

27. Perform a pressure check of the coolant system for leaks.

28. Change the air and fuel filters unless manufacturer recommends leaving the fuel filters in for a longer duration. Air filters are changed at each “B” PM Service.

29. Perform a complete system check to include the ignition/timing, the charging voltage, charging amperage and the cranking amperage. The results shall be recorded on the PM Checklist.

30. Perform a computer scan of the OBDII or OBDIII. Document any codes with number and description, and check the appropriate box to indicate “OK” or “Need Repairs”.

“C” service includes:

PM checklist, Item 31 shall be performed in conjunction with an “A” or “B” service at 15,000 mile serviced and maintained for a 15,000 mile performance increment.

31. Drain the transmission fluid, replace the filter, adjust the transmission bands and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Road test shall be performed to ensure the fluid is circulated and that the bands are adjusted properly to have a smooth operating vehicle.

“D” service includes:

PM checklist Item 32 and 32A shall be performed in conjunction with the “B” PM service scheduled between 50,000 and 60,000 miles.

32. Replace all spark plugs and wires, distributor cap and rotor, and PVC valve with new OEM or better quality parts. Spark plugs shall be replaced with OEM platinum-tipped plugs or equivalent only.
“E” service includes:

PM checklist Items 33-36 shall be performed in conjunction with an “A” or “B” service at 50,000 mile intervals.

33. Drain coolant system and perform back flush to system. Replace coolant.

34. Remove thermostat and gasket and replace with new OEM or better quality part.

35. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.

Road test:
1. A road test shall be performed for each preventive service performed for diagnosing problems, checking the effectiveness of repairs and testing the overall operation of the vehicle.

Comments:
The comments section of the PM checklist shall be completed by the technician to explain any needed repairs or observations.

3.2.4 Corrective Maintenance/Repair Service

As a result of PM service, the Contractor may make recommendations for repair service. Contractors shall support their recommendations for repair work by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, etc. The Contractor shall obtain prior authorization from the C-TRAN Vanpool Coordinator before completing any work that is the result of PM service or is requested by the vanpool driver. Any request for authorization shall be accompanied by a price quote and estimated length of service.

C-TRAN reserves the right to have the van inspected for needed repairs and to request that any replaced parts be returned to C-TRAN for inspection. The required turnaround time for PM service plus routine repair services done as a result of the PM shall not exceed three (3) business days.

Repair service, other than emergencies, will be scheduled by the vanpool group and/or C-TRAN Vanpool coordinator. If a driver stops at the Contractor’s facility Monday through Friday during vanpool business hours (7:30 a.m. and 5:00 p.m.) requesting service without the maintenance facility having received prior notification from the vanpool office, the Contractor shall call the C-TRAN Vanpool Coordinator for
instructions. If a driver stops at the Contractor’s facility after vanpool business hours (5:00 p.m.) requesting routine, non-emergency service that requires a loaner van, the Contractor shall remind the driver that work can only be scheduled during regular vanpool business hours and to call the next day to schedule an appointment.

Loaner vehicles will be scheduled through the Contractor, when needed, when vanpool groups are scheduling service to be done. All loaner vans shall be stored, when not in use, at the maintenance facility, unless C-TRAN staff specifies otherwise.

### 3.2.5 Warranty Service

Completion of warranty work revealed as a result of PM service shall not exceed five (5) business days from the date the vehicle is received by the warranty dealer. If special circumstances require extended down times, the specific schedule will be mutually determined between the C-TRAN Vanpool Coordinator and the Contractor/Warranty Dealer.

Contracted service facilities shall be familiar with all manufacture and after-market warranties. It is the responsibility of the Contractor to identify and notify the C-TRAN Vanpool Coordinator of service that is covered by any warranty. The C-TRAN Vanpool Coordinator will make the final determination to exercise the warranty or not based on costs, nature of the work to be done, convenience, and customer service.

The service facility shall be responsible for coordinating warranty work including:

- Scheduling vehicles for warranty repair upon authorization from the C-TRAN Vanpool Coordinator.
- Shuttling vehicles to and from the warranty dealer.
- Making certain that the dealer completes work in the time required.
- Include warranty work orders with the summary invoice.

C-TRAN will pay the Contractor a flat fee for paperwork administration and shuttle costs. The Vanpool Coordinator will keep the service facility informed of current technical service bulletins, recall notifications, and general fleet performance on a routine basis.

Contractor’s Warranty: Contractor’s shall warranty their work and that of their direct subcontractors for a minimum of 12 months or 12,000 miles.
3.2.6 Subcontracted Work

C-TRAN will pay a flat fee for paper work administration and shuttling costs for subcontracting work that is highly specialized. Specialized work includes, but is not limited to, major engine repair/rebuild, major transmission repair/rebuild and body repair. Proposed subcontractors are subject to C-TRAN approval.

The Contractor shall coordinate subcontracting work as needed including:

1. Scheduling vehicles for repair upon authorization from C-TRAN.
2. Shuttling vehicles to and from the subcontractor.
3. Making certain that the subcontractor completes work in the time required.
4. Include subcontracted work orders with the summary invoice.

All invoices for authorized subcontracted work shall be paid by the Contractor and submitted to C-TRAN for reimbursement within thirty (30) days of invoice date.

3.2.7 Emergency Service

The Vanpool Program provides emergency response for its customers after regular vanpool business hours (5:00 p.m. to 7:30 a.m.). If a van has a breakdown or is involved in an accident after hours and cannot be driven, the driver shall be instructed by C-TRAN staff to have the van towed to the contracted facility. Towing of the vehicle to the contracted facility shall be covered by C-TRAN.

If the contracted facility is not capable of receiving the vehicle for any reason, such as it is after business hours, then the vans will be towed to C-TRAN’s Administrative facilities located at 2425 NE 65th Avenue, Vancouver, WA 98661. If the Contractor is not able to receive the disabled van for any reason, then the Contractor is responsible, at their own cost, to transport any disabled vans from C-TRAN’s Administrative facilities to the Contractor’s facility.

In the event that a van has been towed to the Contractor’s facility after hours, the Contractor shall notify the Vanpool Coordinator immediately upon the next business day. The Vanpool Coordinator will give the Contractor instructions on what to do with the van.
In the event of a winter storm, drivers are responsible for installing tire chains or to have them installed wherever possible. Installations may be done at the service facility without prior authorization during adverse weather. Not all vans are eligible for tire chains or snow tires. Only vanpools that will spend 80 percent or more of their travel time in rural areas are eligible. C-TRAN will coordinate with the Contractor any snow tire installations.

Snow tires mounted on rims may be provided by C-TRAN for the winter driving season or can be ordered through the contractor. Snow tires are to be stored at a C-TRAN facility when they are no longer needed. The tires shall be transported to and from the Contractor’s facility by C-TRAN personnel or by the contractor. The Vanpool Coordinator will work with the Contractor to maintain a proper inventory of snow tires for those vanpools that need them.

In the event of a “civil emergency”, the Contractor is required to notify C-TRAN staff as early as possible as to their ability to provide ongoing maintenance and repair service.

3.2.8 Vehicle Parking (Daily Transaction/Overnight)

All C-TRAN vanpool vans on-site, at the Contractor’s location, overnight shall be parked inside the maintenance facility or inside a locked, fenced area.

The Contractor shall bear all risks of damage or loss to the vehicles, or any portions of the vehicles whether covered or not by insurance. All replacements, repairs or substitutions of parts or equipment shall be at the sole cost and expense of the Contractor. The Contractor shall cause its employees and agents to take all reasonable steps to safeguard the Vehicles.

3.2.9 Service Procedures

Daily Communications

The C-TRAN Vanpool Coordinator is assigned as the contact person to the contracted service facility to also coordinate services including: scheduling of service, loaner assignment, authorization of any service as a result of PM work, update of vehicle work status, review of invoices, etc.

The contracted service facility shall identify a single individual by name to serve as the responsible contact for regular communication with the Vanpool Coordinator regarding the tasks listed above.
The absence of either contact person shall not be cause for the disruption of service. In the absence of either the assigned Vanpool Coordinator or assigned service facility staff person, another individual shall be designated to perform this assignment and verbal notification will be given to the other party. In the event that this position is permanently reassigned for either party, notice will be extended to the other in writing at least one (1) week in advance of the anticipated change.

The Vanpool Coordinator will communicate with the contracted service facility regularly to communicate new fleet status, approve service details, etc. The service facility contact shall be prepared to provide accurate and timely information to the Vanpool Coordinator on vehicle status including but not limited to:

- Van status.
- Which vans are ready by vehicle number?
- Which vans are being serviced and/or require authorization for repair?
- Which vans require warranty service?
- Estimated completion date of vans under repair.
- Description of repairs.
- Loaner vans available, etc.

The Vanpool Coordinator will advise the service facility contact of the following information at a minimum:

- Mechanical problems van is having, as relayed by driver.
- Service work Authorization.
- Fleet changes.
- Miscellaneous program operating details.

**Van Drop Off/Pick-Up Procedures**

Vanpool groups and/or the C-TRAN Vanpool Coordinator will contact the Contractor to notify them that a van is ready to be serviced. The Contractor has until noon of the next business day to contact the group to schedule service. The keys assigned to the Contractor will be clearly marked with the vanpool number and stored in a safe location at their facility/ies. The Contractor will have a set of keys to all of the vans in this program, one for each vehicle. The Contractor is responsible for the cost of replacing any lost keys from the set given to them. The Contractor will contact the C-TRAN Vanpool Coordinator when replacement keys are needed.
The Contractor shall obtain authorization to perform any needed repairs. All work requires prior approval from the C-TRAN Vanpool Coordinator or an authorized Vanpool staff person. The Contractor shall use diagnostic statistics, vehicle history, warranty data, mileage thresholds, etc. to support any recommendations for service and repair.

1. After the van has been serviced, the Contractor shall:
2. Place a copy of the repair order in the van.
3. Place a copy of the driver’s Defective Equipment Report in the van.
4. Place new label on the driver’s side windshield stating the next mileage due and date for routine preventive maintenance.

The Contractor shall coordinate with the Vanpool group and/or the C-TRAN Vanpool Coordinator a time for the van to be picked-up.

The Contractor shall notify the Vanpool Coordinator if he has reason to believe that a van is not being responsibly maintained by a group or notices anybody damage. Any damage that occurs to the vehicle while it is in the care and custody of the maintenance facility shall be reported to the Vanpool Coordinator immediately.

Contractors are responsible for making certain that no materials are left in the van as a result of a service visit at the maintenance facility of any subcontractor; i.e. no oil, dirt, rags, tools, broken glass or parts, etc.

3.2.10 Service Loaner Van (Loaner Van)

Loaner vans are to be used by van drivers when their assigned vehicle is at the maintenance facility for service. Loaner vans will be assigned at time of service scheduling by the contractor and will ensure that the van is ready for pick-up.

3.2.11 Billing Requirement

On a monthly basis, the Contractor shall prepare and submit a summary invoice with detailed work orders attached. All the work completed during the month shall be grouped together and mailed to C-TRAN Vanpool Program.
The summary invoice shall summarize the work completed in the month and shall include (A sample summary invoice is attached as Example 3):

- Contractor’s name, address, phone number
- Contract number
- Unique summary invoice number and date
- Dates covered by summary invoice
- List of work order number(s), dates, vehicle number(s), work order dollar amount(s)
- Work orders, total tax amount, grand total invoice amount
- Group and attach all work orders to invoice

A separate work order shall be attached to the summary invoice and submitted monthly for each van serviced during the month. All work pertaining to one vehicle shall be included on a single work order, except for body repair service, which must be submitted on a separate work order.

The work order shall include:

- Date work performed
- Date in/date completed
- Vehicle number
- Odometer reading when van brought in, when work was completed, and when van was picked up.
- Work description and Vanpool coding to indicate each type of preventive maintenance and repair service completed
- Copy of completed Vanpool PM Checklist
- Defective Equipment Report
- All warranty and subcontracted work orders pertaining to the service visit
3.2.12 E-mail, Fax, and Digital Cameras

All Contractors are required to have e-mail access, a fax machine, and digital camera to transact business as necessary.

3.2.13 Contract Administration

Upon contract award, the C-TRAN Vanpool Coordinator will meet with the Contractor to review procedures for monitoring contract performance and appoint a contract administrator. In general, the Contractor shall anticipate that C-TRAN will use standard industry rate publications for cost and performance time guidelines, obtain second opinions of service work at random, and schedule quarterly on-site visits with shop management to review service performance.

3.3 C-TRAN Responsibilities

C-TRAN will be responsible for providing direction to the consultant. Formal and informal communication following the contract award shall be directed to the Vanpool Coordinator, who will serve as the project manager.

3.4 Time of Performance

The selected proposer shall provide services from the time of contract execution through the end of the contract term. The term of the contract will be from approximately March 24, 2014 to March 23, 2017. An additional two (2) years may be added to the Contract on mutual satisfaction and agreement.

3.5 Licenses, Certificates, and Permits

The Contractor shall secure and maintain, at its sole expense, such licenses and permits as may be required to provide the services or supplies under this contract, including but not limited to a license to do business in the State of Washington. If, for any reason, the Contractor’s required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this contract becomes effective, the Contractor shall notify C-TRAN’s Procurement Coordinator immediately of such condition in writing.
4 PROPOSAL REQUIREMENTS

Proposers shall prepare a proposal simply, and economically, providing a straight forward and concise description of qualifications and methods to satisfy all requirements of the RFP. Do not submit binders, brochures, or other attachments that have not been requested in the RFP document. Proposals shall be submitted either stapled or clipped together. If additional information is required, it will be requested after the review of the proposals. C-TRAN shall not be liable for any expense incurred in the preparation of proposals.

All proposals and submissions will become the property of C-TRAN and will not be returned to the Proposer.

Each proposal shall contain the following items:

4.1 General Proposal Requirements

1. A Letter of Transmittal signed by the party authorized to execute contracts on behalf of the Proposer. This letter should contain:
   a. A statement that the Proposer has received, read, and understands pages 1 through 77 of this RFP.
   b. Acknowledgement any addenda distributed after release of the RFP.
   c. Acknowledgement that the Proposer has the scheduling capability to perform the work and that the Proposer has the proper certifications and licenses to legally perform the duties required.
   d. Any exceptions the Proposer has with C-TRAN’s proposed contract (Attachment K). If no exceptions are listed, it will be assumed that the Proposer accepts all terms and conditions stated in the contract.
   e. The letter shall state that the proposal remains in effect for at least ninety (90) days after submission.

2. Table of Contents

3. Summary of Proposal
4. Required Certifications (Attachments A-1 and A-4) must be completed and returned with the proposal:

   a. Ineligible Contractors
   b. Conflicts of Interest
   c. Lobbying
   d. Noncollusion

4.2 Approach

The proposal shall address the Proposers knowledge and ability to provide routine preventive maintenance (PM) and repair services for approximately twenty five to one hundred (25-100) vans as outlined in the RFP and how the Proposer intends to carry out the tasks outlined. In addition, Proposer must complete and include Attachments C through K in their proposal.

4.3 References

The proposal shall list a minimum of two (2) references from agencies or firms for which similar services have been completed, Attachment H. Include the name and current telephone number for the contact person who can provide a statement of reference. References should include a written description of the work performed.

4.4 Price Proposal

The Proposer shall submit a price proposal as requested on the attached Proposal Form. The Proposed rates shall include all costs of doing business, staff, clerical, and support staff as well as fluids and necessary parts for regular maintenance.

The price proposal should be submitted on the proper form, Attachment B. Proposals submitted on other forms or formats shall not be considered.
4.5 Other Information

The Proposer is free to include other information that may assist C-TRAN in determining the Proposer’s qualifications to undertake the work described, including:

- a list of principal current accounts;
- the Proposer’s philosophy of doing business and its relationship to clients; and
- A description of the Proposer’s experience/understanding with public agencies or government accounts.

Proposers should not prepare unnecessarily elaborate brochures or other presentation materials that go beyond that which is sufficient to present a complete and effective response.
5  EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation Committee based on the following criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Price</td>
<td>30</td>
</tr>
<tr>
<td>2. Technical–Ability to perform preventative maintenance tasks listed in the RFP as demonstrated by the presence of qualified staff and the machinery/facilities necessary to complete tasks either onsite or by a sub-contractor.</td>
<td>25</td>
</tr>
<tr>
<td>3. Technical–Ability to perform corrective maintenance (including, but not limited to bodywork and engine repairs) as demonstrated by the presence of qualified staff and the maintenance/facilities necessary to complete tasks.</td>
<td>15</td>
</tr>
<tr>
<td>4. Technical–Ability to perform warranty work and manufacturer work as demonstrated by the presence of qualified staff and the machinery/facilities necessary to complete tasks.</td>
<td>10</td>
</tr>
<tr>
<td>5. Facility Location–Includes, but is not limited to, ease of access and time needed to transport vehicles to and from C-TRAN facilities.</td>
<td>10</td>
</tr>
</tbody>
</table>

| Total Points Available                                                   | 100    |

5.1  Scoring Process

Proposals (including reference checks) will be scored based on the criteria and point system referenced above. If C-TRAN does not elect to conduct an interview process, then the highest scoring proposer will be determined based solely on the scoring of the proposals (including reference checks).

If C-TRAN does move forward with an interview process, then the scoring for the selected Proposer may be based on the established scores for the Price Proposals.
5.2 Interviews

Proposers who submit a proposal in response to this RFP may be required to attend an interview or give an oral presentation of their proposal to C-TRAN. This provides an opportunity for the Proposer to clarify or elaborate on their proposal. This is a fact finding and explanation session only and does not include negotiation. The C-TRAN Procurement Coordinator will schedule the time and location of the interview or presentation. All interviews or presentations shall be held on site at a C-TRAN location, and all costs involved shall be the responsibility of the Proposer. Interviews or presentations are an option of C-TRAN and may or may not be conducted. A specific time schedule will be established after the proposals are received and reviewed.
6 C-TRAN GENERAL CONDITIONS

6.1 Approval by C-TRAN

The work shall be executed under the direction and supervision of the C-TRAN Executive Director/CEO and his/her properly authorized agents, on whose inspection all work shall be accepted or condemned. The C-TRAN Executive Director/CEO shall have the full power to reject or condemn any materials furnished or work performed under the Contract, which does not conform, to the terms and conditions set forth in the Request for Proposals.

6.2 Modifications

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between C-TRAN and the Contractor as outlined below.

Any proposals that vary or add to the proposal or contract documents shall be construed as additional terms or modifications and shall not become a part of the proposal or contract unless accepted in writing. Notice is hereby given of C-TRAN’s objection to such additional terms or modifications unless they are specifically accepted in writing by C-TRAN.

In the event C-TRAN orders changes from the Scope of Work described in the contract documents, increases or decreases in compensation shall be allowed for such changes in work. C-TRAN shall promptly notify the Contractor in writing by Contract Amendment of all changes in scope and/or amount for services. Amendments shall specify a cost limit. Contractor shall not commence work on any changes to the scope of services or exceed the amount of the contract until a written authorization, identifying cost limit, is signed by C-TRAN’s Executive Director/CEO and received by the Contractor. Furthermore, C-TRAN shall not be liable for any costs incurred prior to a duly authorized written authorization.

The C-TRAN Executive Director/CEO may at any time, by a written order and without notice to the sureties make changes within the general scope of the final contract as related to this bid document, in the loss of work described in Part 4 of this request for proposals.
Increases or decreases in compensation shall be allowed for such changes in work according to the method defined in the “Terms of Payment” Section. Any claim by the successful proposer for adjustment under this clause may be asserted within thirty (30) days of the date of receipt by the successful proposer of the notification of change, provided, however, that if the C-TRAN Executive Director/CEO decides that the facts justify such action, C-TRAN may receive and act upon any such claim asserted at any time prior to final payment under the Contract.

Granting of or acceptance of extensions of time to complete the work or furnish the services requested will not operate as a release to the successful proposer (Contractor).

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the subsequent Contract or the Contractor’s right, title, or interest in or to the same or any part thereof without previous consent in writing of the C-TRAN Executive Director/CEO endorsed thereon or attached thereto.

### 6.3 Availability of Funds

C-TRAN has adequate funds to meet its obligations under this agreement during the current fiscal year and intends to maintain this agreement for the full period set forth.

C-TRAN has no reason to believe that lack of funding will render it unable to fulfill the financial commitment due under the terms of this agreement; however, funding for subsequent fiscal periods shall be contingent upon actual appropriations for the following years.

It shall be understood that the availability of funds depends upon varied sources, including maintenance of tax levies and other governmental funding. If C-TRAN, at any time, fails to have adequate funds to provide all or a portion of the service described in this agreement, the obligations under this agreement are suspended on the date the vendor is notified of such occurrence.

The suspended obligations will become binding and enforceable from the date adequate funds are appropriated, regardless of the funding source.

### 6.4 Choice of Law

This Contract shall be governed by the laws of the state of Washington, and any action brought in regard hereto shall be brought in Clark County, Washington.
6.5 Prohibited Interest

C-TRAN’s officers, employees, agents, or any family members of same shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. Additionally, no member, officer, or employee of C-TRAN during his/her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

6.6 Independent Contractor

The Contractor shall be deemed an independent contractor for all purposes and the employees of Contractor or any of its contractors, subcontractors, and the employees thereof shall not in any manner be deemed to be the employees of C-TRAN.

As such, the employees of Contractor, its contractors, and subcontractors shall not be subject to any withholding for tax, social security, or other purposes by C-TRAN, nor shall such Contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation, or the like from C-TRAN.

6.7 Taxes

Unless otherwise provided in the contract documents, the Contractor shall pay all sales, use and similar taxes, which are legally enacted at the time proposals, are received and shall secure and pay for all permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the work.

The Contractor shall set forth, as a separate line item, all Washington State retail sales taxes or use taxes that may apply to contract proposal prices or other contract invoiced amounts. The separately itemized taxes shall include all taxes the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work, cost of which is invoiced to C-TRAN.

6.8 Indemnification

The Contractor shall indemnify, keep, and save harmless C-TRAN, its agents, officials, and employees, against all suit or claims that may be based on any injury to persons, including Contractor’s employees, or damages to property that may occur in the course of the performance of the contract by the Contractor, whether or not it shall be claimed that
the injury or damage was caused by the negligence of C-TRAN, its officers, employees, or agents. Contractor shall, at its own expense, defend any and all such claims, including but not limited to, payment of all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against C-TRAN in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. If the injured claimant is one of Contractor’s employees, Contractor agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW. This indemnification clause has been mutually negotiated by Contractor and C-TRAN.

6.9 Duty to Inform

If at any time during the performance of this contract or at any time in the future, Contractor becomes aware of actual or potential problems, fault, or defect in the project, any nonconformance with any contract document or federal, state, or local law, rule, or regulation or has any objection to any decision or order made by C-TRAN, Contractor shall give prompt written notice thereof to C-TRAN. Any delay in or failure on the part of C-TRAN to provide a written response to Contractor shall neither constitute agreement with or acquiescence to Contractor’s statement or claim, nor constitute a waiver of any of C-TRAN’s rights.

6.10 Notices

All notices required to be given under the contract shall be in writing and may be delivered personally or by regular, registered, or certified mail to C-TRAN’s project manager as specified in the contract.

6.11 Liability and Insurance

The Contractor shall agree to the following requirements relating to insurance coverage.

6.11.1 Liability Insurance

The Contractor shall obtain, and keep in force during the entire term of the contract, professional liability, legal malpractice, and personal injury insurance against any and all claims for damages to person or property which may arise from operations under the contract, whether such operations are by the Contractor, a subcontractor, or anyone directly or indirectly employed by either the Contractor or a subcontractor. The Contractor shall hold C-TRAN harmless for any claims presented to it as a result of actions solely the responsibility of the Contractor.
The amount of coverage provided by such insurance shall be not less than $1,000,000 combined single limit for bodily injury and property damage.

All liability insurance required herein shall be under a comprehensive or commercial general liability and business automobile policy or policies and shall provide coverage as to:

1. Premises and operations of the Contractor
2. Products/completed operations
3. Owner’s and contractor’s protective
4. Contractual liability
5. Explosion (x), collapse (c), and underground hazards (u) coverage
6. Broad-form property damage
7. Employer’s liability/stop-gap
8. Automobiles, including all owned, hired, and leased vehicles, and employer’s auto nonownership liability.

The Contractor shall not commence work under the contract until it has obtained all insurance required and until such insurance policies have been approved by C-TRAN.

All policies shall be issued by an insurance company licensed to do business in the state of Washington. At least seven (7) days prior to commencing any operations under the contract, C-TRAN must receive an insurance certificate outlining the Contractor’s insurance coverage. Said certificate must be provided on a standard “Acord” form and must include C-TRAN and its employees as additional insured with respect to the contract, must provide that coverage shall not be canceled or modified without thirty (30) days prior written notice to C-TRAN, and must specify whether policies are “occurrence” or “claim made.”

If the Contractor’s insurance is on a “claims-made” basis, the following provisions apply:

Retroactive Date: The retroactive date must be on or before the first day, work begins under the contract. If the Contractor’s policy renews during the life of the contract, the retroactive date may not be advanced.
Extended Reporting Period Endorsement (Tail-End Coverage): The supplemental tail must be purchased before work may begin. This is done by purchasing and attaching to the policy Endorsement CG 27 01. This endorsement ensures coverage for claims arising up to five (5) years from the expiration date of the policy. The tail-end coverage must apply to both premises/operations and products/completed operations.

Policy/Endorsements: In addition to the “Accord” Certificate, a copy of the policy(ies) and endorsements must be delivered to C-TRAN a minimum of ten (10) days before work begins.

If the Contractor’s insurance is written on the 1986 ISO Commercial General Liability Form, either on an “occurrence” or “claims-made” basis, the following provisions apply:

Endorsement CG 25 01 must be attached establishing aggregate limits of $1,000,000 premises/operations and products/completed operations this specific contract.

6.11.2 Workers’ Compensation

The Contractor shall take out and maintain during the life of this contract workers’ compensation insurance for all its employees engaged in work under or pursuant to this contract who are required to be so covered by the laws of the state in which the Contractor’s employees are working, and in case any work is sublet, the Contractor shall require the subcontractor to provide workers’ compensation insurance for all its employees, unless or to the extent that such employees are covered by the protection provided by the Contractor. Coverage for Contractor’s employees must be afforded on a reciprocal basis when the employees are working in the state of Washington.

6.12 Penalty for Failure to Complete Contract

In case of failure on the part of the Contractor to complete the Contract, the Contract may be terminated, and in such event (1) C-TRAN shall complete such Contract without further liability to the Contractor for compensation for any labor, supplies, or materials furnished by the Contractor under said Contract.

6.13 Excusable Delays

Except with respect to defaults of subcontractors, the Contractor shall not be considered in default by reason of any failure to perform in accordance with the contract if such failure arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the
public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor(s), and if such default arises from causes beyond the control of both the Contractor and the subcontractor(s) and without the fault of negligence of either of them, the Contractor shall not be in default by reason of any failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were reasonably obtainable from other sources on similar terms and in sufficient time to permit the Contractor to meet the contract requirements.

Should the Contractor fail to perform because of cause(s) described in this paragraph, C-TRAN shall make a mutually acceptable revision in the project schedule.

6.14 Termination of Contract

6.14.1 Termination for Convenience

C-TRAN may terminate this contract, in whole or in part, at any time with written notice to the Contractor when it is in C-TRAN’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit to C-TRAN its termination claim to be paid. If the Contractor has any property in its possession belonging to C-TRAN, the Contractor will account for the same, and dispose of it in the manner C-TRAN directs.

6.14.2 Termination for Default

In the event the Contractor is, or has been, in violation of the terms of this contract, including the request for proposals, C-TRAN reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default.

Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the contract.
Any failure to make progress, which significantly endangers performance of the project within a reasonable time, shall be deemed to be in violation of the terms of this contract.

If it is later determined by C-TRAN that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, C-TRAN, after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

6.14.3 Opportunity to Cure

C-Tran in its sole discretion may in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to C-TRAN’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract with ten (10) days after receipt by Contractor of written notice from C-TRAN setting forth the nature of said breach or default, C-TRAN shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude C-TRAN from also pursuing all available remedies against the Contractor and it’s sureties for said breach or default.

6.15 Breaches and Dispute Resolution

6.15.1 Disputes

Disputes arising in the performance of this Contract, including but not limited to the Indemnification provision, which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of C-TRAN, unless the Consultant initiates the following internal appeal process. This C-TRAN decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to C-TRAN. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. If this appeal process fails then either party may pursue its remedies as set forth in Remedies below.
6.15.2 Performance during Dispute

Unless otherwise directed by C-TRAN, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

6.15.3 Claims for Damages

Should either party to the Contract suffers injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts s/he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

6.15.4 Remedies

All claims, counterclaims, disputes and other matters in question between C-TRAN and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which C-TRAN is located.

6.15.5 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by C-TRAN or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

6.16 Claims

Claims arising under this contract shall be submitted in writing. C-TRAN shall respond to Contractor’s claim within forty-five (45) calendar days of its receipt of the claim by either:

1. Approving the claim.
2. Denying the claim.
(3) Requesting necessary information from the Contractor to enable C-TRAN to resolve the claim within forty-five (45) calendar days of its receipt of the requested information.

(4) Determine that the claim presents a disputed issue of fact, which must be resolved in accordance with the “Disputes” section of this contract.

Contractor agrees to consolidate any claim or dispute involving multiple parties involved in this project and shall require the inclusion of the “Disputes” section and this section in other interrelated contracts to which they become a party in this project.
7 REQUIRED CONTRACT CLAUSES

A sample contract containing required contract clauses is attached (see Attachment K). Any exceptions to the clauses listed must be stated in the proposal. Any exceptions taken after submittal of a proposal may result in elimination of the Proposer from consideration for contract award.
CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA  
(dba C-TRAN)  

AFFIDAVIT CONCERNING CONFLICTS OF INTEREST  
AND NONCOMPETITIVE PRACTICES  

STATE OF _________________)  
ss.  
COUNTY OF _________________)  

The undersigned, being first duly sworn, on oath states on behalf of the Contractor:  

A. Conflict of Interest  

That the Contractor, by entering into this Contract with C-TRAN to perform or provide work, services, or materials to C-TRAN, has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest and that it shall not acquire any such interest which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to C-TRAN and take action immediately to eliminate the conflict or to withdraw from this Contract, as C-TRAN may require.  

B. Contingent Fees and Gratuities  

That the Contractor, by entering into this Contract with C-TRAN to perform or provide services or materials for C-TRAN, has thereby covenanted and by this affidavit does again covenant and assure:
1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any of its agents, employees, or representatives to any official member or employee of C-TRAN or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performance of this Contract.

________________________________________________

Company Name

________________________________________________

By

________________________________________________

Title

Subscribed and sworn to before me this ________day of ____________________, 20____.

________________________________________________

Notary’s Signature

Notary Public in and for the state of ________________, residing at

________________________________________________.
CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

________________________

certifies, by submission of this proposal, that neither it nor its
principals are presently debarred, suspended, proposed for debarment, declared
ineligible, or voluntarily excluded from participation in this transaction by any federal
department or agency.

Where the Proposer is unable to certify to any of the statements in this certification, such
Proposer shall attach an explanation to this proposal.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the
statement submitted on or with this certification and understands that the provisions of
31 USC Section 3801, et seq., are applicable thereto.

________________________

Authorized Official

________________________

Typewritten Name

________________________

Title of Authorized Official

________________________

Date
CERTIFICATION
OF RESTRICTIONS ON LOBBYING

I, ____________________________, hereby certify on behalf of ____________________________ that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____ day of ______________________, 20__.

By __________________________ Name __________________________ Title __________________________
NONCOLLUSION AFFIDAVIT

STATE OF _____________________)  

COUNTY OF ___________________)  

______________________________, being first fully sworn, on oath says that  
(_) he certifies that the proposal above submitted is a genuine and not a sham or collusion 
proposal, nor made in the interest or on behalf of any person not therein named; and  
(_) he further says that the said proposer has not directly or indirectly induced or solicited 
any proposer on the above work or supplies to put in a sham proposal nor any other 
person or corporation to refrain from proposing; and that said proposer has not in any 
manner sought by collusion to secure to self advantage over any other proposer or proposers.

Sign Here ___________________________  Title ___________________________  

Typed Name ___________________________  Date ___________________________  

Subscribed and Sworn to Before Me this _____ day of ________________, 20__.  

_____________________________________________________________  

Notary Public in and for the State of ________________, residing in ____________.
# PRICE PROPOSAL FORM

## RFP 2014-01 VANPOOL VEHICLE MAINTENANCE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRICE</th>
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<tbody>
<tr>
<td>Labor Rate Per Hour</td>
<td>Flat Rate</td>
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<td>Shuttle Fee (One Way)</td>
<td>Flat Rate</td>
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<tr>
<td>Administration Fee</td>
<td>Flat Rate</td>
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<tr>
<td>Wash/Vacuum Fee</td>
<td>Flat Rate</td>
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</tbody>
</table>

### A. Preventive Maintenance

- To include inspection of checklist items #1–26.
- Change oil, oil filter, lube, and top off automotive fluids as needed.

<table>
<thead>
<tr>
<th>Description</th>
<th>Labor Hours</th>
<th>Parts Cost</th>
<th>Labor Cost</th>
<th>Total Cost</th>
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<tbody>
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<td>To include inspection of</td>
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<tr>
<td>checklist items #1–26.</td>
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<tr>
<td>Change oil, oil filter,</td>
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<td>lube, and top off</td>
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<td>automotive fluids as needed.</td>
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</table>

### B. Preventive Maintenance

- To include inspection of checklist items #1–30.
- Change oil, oil filter, air filter, fuel filter lube and top off automotive fluids as needed.

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<tr>
<th>Description</th>
<th>Labor Hours</th>
<th>Parts Cost</th>
<th>Labor Cost</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Preventive Maintenance</td>
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<td>checklist items #1–30.</td>
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<tr>
<td>Change oil, oil filter,</td>
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<tr>
<td>air filter, fuel filter lube</td>
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<tr>
<td>and top off automotive fluids</td>
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<td>as needed.</td>
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</table>

### C. Preventive Maintenance

- To include checklist item #31.
- Change fluid, filter, gasket, and adjust bands.

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<thead>
<tr>
<th>Description</th>
<th>Labor Hours</th>
<th>Parts Cost</th>
<th>Labor Cost</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Preventive Maintenance</td>
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<tr>
<td>To include checklist item</td>
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<tr>
<td>#31.</td>
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<tr>
<td>Change fluid, filter,</td>
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<tr>
<td>gasket, and adjust bands.</td>
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</table>
### D. Preventive Maintenance

To include checklist item #32. D service is performed in conjunction with a B service but should be priced out individually.

Replace spark plugs, distributor cap, distributor rotor, PCV, and spark plug wires with OEM or equivalent. Spark plugs shall be replaced with OEM platinum-tipped plugs or equivalent only. Check and adjust timing as needed.

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<tr>
<th>DESCRIPTION</th>
<th>PRICE</th>
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<tbody>
<tr>
<td>Labor Hours</td>
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<td>Parts Cost</td>
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<td>Labor Cost</td>
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<td>Total Cost</td>
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</table>

### E. Preventive Maintenance

To include checklist items #33-35.

Replace thermostat, gasket, and coolant. Back flush coolant system, pressure test, and tighten all coolant lines.

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<tr>
<th>DESCRIPTION</th>
<th>PRICE</th>
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<tbody>
<tr>
<td>Labor Hours</td>
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<td>Parts Cost</td>
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<td>Labor Cost</td>
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<td>Total Cost</td>
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</table>
SHOP OPERATIONS

I. List Information:

Shop Name and Address: ________________________________

Telephone and Fax: ________________________________
Shop Manager’s Name: ________________________________
Shop Owner’s Name: ________________________________
Distance from C-TRAN HQ: ________________________________

II. Describe shop’s access to major highways. Attach a map that clearly shows the on and off ramps, direction, and distance from the shop.

________________________________________________________________________
________________________________________________________________________
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III. List the distance to the closest fueling facility that takes the Comdata fuel card. Give the name of the station and indicate it on the map. Also, identify all vehicle warranty dealers (as noted in this section) and body shops that are in the area of your shop.

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IV. List the hours of operations as follows:

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<tr>
<th>LIST SHOP HOURS OF OPERATION AS FOLLOWS:</th>
<th>MON</th>
<th>TUE</th>
<th>WED</th>
<th>THU</th>
<th>FRI</th>
<th>SAT</th>
<th>SUN</th>
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<tbody>
<tr>
<td>Overall shop hours</td>
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<tr>
<td>PM and repair service hours daily</td>
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<td>PM and repair service hours evenings</td>
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<tr>
<td>Staffed drop-off for towed in vehicles</td>
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<td>Unstaffed towing drop off – describe method:</td>
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</table>

V. How many bays does the shop have?

V. Who, on site, (including name and job title) has the authority to make business decisions and to resolve problems?

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<tr>
<th>Name</th>
<th>Job Title</th>
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</table>
VII. Explain what, if any, decisions that must be made by a home office out of state:

________________________________________________________________________

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VIII. Define quality service as it pertains to your work and shop and specifically list the work processes and tasks that are in place to ensure it.

________________________________________________________________________

________________________________________________________________________

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IX. List the name and title of the individual who will be assigned to work with C-TRAN Vanpool Program to schedule vans for service and provide current status updates on vehicles being serviced. What additional responsibilities does this individual have?

________________________________________________________________________

________________________________________________________________________

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________________________________________________________________________
X. List the name and title of the individual who will write up service orders and relay information to technicians:

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XI. Describe shop policy for continued education and training:

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XII. Describe how your shop provides secured parking for approximately three (3) vans should they need to be stored overnight at your shop:

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**SHOP ADMINISTRATIVE STAFF**

Please complete the following for each employee employed in your shop. If an employee has both Administrative and Technical, responsibilities please indicate Administrative hours only on this form:

<table>
<thead>
<tr>
<th>EMPLOYEE NAME/ JOB TITLE</th>
<th>CUSTOMER SERVICE (HRS/DAY)</th>
<th>RECEPTION DUTIES (HRS/DAY)</th>
<th>OFFICE ADMINISTRATION (HRS/DAY)</th>
<th>SHOP MANAGEMENT (HRS/DAY)</th>
<th>OFFICE MANAGEMENT (HRS/DAY)</th>
<th>ACCOUNTING/BILLING (HRS/DAY)</th>
<th>COMMENTS</th>
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Time with Shop: Years _______ Months_______ Work Schedule Days___________ Hrs_________

Time with Shop: Years _______ Months_______ Work Schedule Days___________ Hrs_________

Time with Shop: Years _______ Months_______ Work Schedule Days___________ Hrs_________

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Time with Shop: Years _______ Months_______ Work Schedule Days___________ Hrs_________

Time with Shop: Years _______ Months_______ Work Schedule Days___________ Hrs_________
TECHNICAL QUESTIONS

XIII. How will you meet required turnaround time for PM’s and service repair? List specific steps.

________________________________________________________________________

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XIV. OEM and aftermarket parts:

1. How do you determine to use OEM or aftermarket parts for repairs? Be specific.

________________________________________________________________________

________________________________________________________________________

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________________________________________________________________________

2. What OEM parts do you use routinely?

________________________________________________________________________

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________________________________________________________________________
3. What aftermarket parts do you use routinely?


**SHOP TECHNICAL STAFF**

1. Complete the following for each technical employee employed in your shop.

2. If an employee has both technical and administrative responsibilities indicate only technical hours on this form and administrative hours on the shop administrative form.

3. List the type(s) of technician certification by codes and years experience.

4. Technician Certification Coding  
   - J=Journey Level,  
   - ASE = ASE Certification,  
   - OJT=Job Experience,  
   - AP=Apprentice,  
   - C= State Certified.

<table>
<thead>
<tr>
<th>Employee Name/Job Title</th>
<th>Engine Repair</th>
<th>Auto Transmission</th>
<th>Drive Train</th>
<th>Steering &amp; Suspension</th>
<th>Brake</th>
<th>Electrical System</th>
<th>Heating/Air Conditioning</th>
<th>Federal A/C Recovery</th>
<th>Wheel &amp; Tire</th>
<th>Hydraulic Lift</th>
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<td>Steering &amp; Suspension</td>
<td>Brake</td>
<td>Electrical System</td>
<td>Heating/Air Conditioning</td>
<td>Federal A/C Recovery</td>
<td>Wheel &amp; Tire</td>
<td>Hydraulic Lift</td>
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<td></td>
</tr>
</tbody>
</table>
PERFORMANCE QUESTIONS

XV. How many years has the shop been at this location? Under the current ownership/management?

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

XVI. Describe the experience that your shop has providing fleet service:

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________
REFERENCES

Use the following format to list a minimum of two (2) fleet account references to include the following information:

**Fleet Reference 1**

Name of Company/Organization: ________________________________

Address: ____________________________________________

Service Contact Person: ________________________________

Phone Number: ________________________________

Billing Contact Person: ________________________________

Phone Number: ________________________________

Start-End Date of Service Contract: ________________________________

Type of Vehicles: ________________________________

Primary Use of Fleet: ________________________________

<table>
<thead>
<tr>
<th>Vehicle Type:</th>
<th>Type of service performed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LOF</td>
</tr>
<tr>
<td>Quantity of services performed annually :</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vehicle Type:</th>
<th>Type of service performed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LOF</td>
</tr>
<tr>
<td>Quantity of services performed annually :</td>
<td></td>
</tr>
</tbody>
</table>
**REFERENCES**

**Fleet Reference 2**

Name of Company/Organization:  

Address:  

Service Contact Person:  

Phone Number:  

Billing Contact Person:  

Phone Number:  

Start-End Date of Service Contract:  

Type of Vehicles:  

Primary Use of Fleet:  

<table>
<thead>
<tr>
<th>Vehicle Type:</th>
<th>Type of service performed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LOF</td>
</tr>
</tbody>
</table>

Quantity of services performed annually

<table>
<thead>
<tr>
<th>Vehicle Type:</th>
<th>Type of service performed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LOF</td>
</tr>
</tbody>
</table>

Quantity of services performed annually
XVII. Provide the names and contact information of at least three (3) references that we may contact to help us get to know you as a service provider. These references should help us determine your timeliness, accuracy, cost effectiveness, and customer service.

Reference #1 Name: ____________________________
Reference #1 Contact Phone Number: ____________________________

Reference #2 Name: ____________________________
Reference #2 Contact Phone Number: ____________________________

Reference #3 Name: ____________________________
Reference #3 Contact Phone Number: ____________________________

XVIII. Vans serviced at your shop will require dealer warranty work. Fill in the form below to indicate the name and address of the dealership that you will work with, your contact, and the distance from your shop:

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Dealer Name</th>
<th>Address</th>
<th>Contact</th>
<th>Phone</th>
<th>Distance from Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chevrolet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dodge</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
XIX. Describe what, if any, experience you have providing services under the National Warranty extended warranty service:

_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________

XX. What trade affiliations does our shop currently maintain? What is your current rating with each affiliation (if applicable)?

_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________
Complete the following information for shop equipment:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Model</th>
<th>Type</th>
<th>Equipment Age (years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Lifts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engine Oscilloscope Analyzer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timing Light</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dwell / Tach Meter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volt/Ohm/Amp Meter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battery/Charging System Analyzer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Diagnostic Tester</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Injection Service Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emission Test Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning Leak Detector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning Charging Station</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refrigerant Recover Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Welding Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brake Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tire Machine/Balancer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alignment Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
THIS CONTRACT is made and entered into on the ____ day of ______ 20____, by and between Clark County Public Transportation Benefit Area (hereinafter referred to as “C-TRAN” and __________________________ (hereinafter referred to as “Contractor”) for the provisions of RFP #2014-01 Vanpool Vehicle Maintenance.

WHEREAS, C-TRAN requires services which Contractor is capable of providing, under terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as C-TRAN does hereinafter require, under those terms and conditions set forth,

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

The contract documents consist of this Agreement, Request for Proposals dated January 20, 2014, Contractor’s Proposal February 19, 2014 and all written Change Orders and Modifications (Amendments) issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

THE WORK

The Contractor shall supply all of the services required by and under conditions of the Contract documents to provide Vanpool Vehicle Maintenance as required and directed by C-TRAN.
ARTICLE 3

TIME OF PERFORMANCE

The services of the Contractor are to commence as soon as practicable after the execution of this Agreement. The initial contract term shall be March 24, 2014 through February 28, 2017. C-TRAN will retain the option to extend the contract for an additional two (2) years, with 60 days notice, and may exercise this option based on mutual agreement by both parties.

ARTICLE 4

COMPENSATION

This agreement is a purchase of professional services at the rates attached herein and by reference made a part of this agreement. Payment for these services shall not exceed $______. This is the maximum compensation to be paid by C-TRAN to the Contractor for services rendered under this agreement. Compensation shall not exceed the amount indicated without written authorization in the form of a negotiated and executed amendment.

The Contractor shall submit invoices to C-TRAN covering both professional fees and project expenses, if any. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

Invoices must be addressed to Accounting Manager, C-TRAN, PO Box 2529, Vancouver, WA 98668-2529.

C-TRAN makes no provision for reimbursement of expenses beyond that actually contracted. In addition C-TRAN reserves the right to correct, any invoices paid in error according to the rates set forth in this agreement. C-TRAN and Contractor agree that any amount paid in error by C-TRAN does not constitute a rate change in the amount of the contract.
ARTICLE 5

OWNERSHIP OF DOCUMENTS

All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the property of C-TRAN. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to C-TRAN. A copy may be retained by the Contractor.

ARTICLE 6

COMMUNICATIONS

Unless otherwise designated by the C-TRAN Executive Director/CEO, the Contractor shall direct all formal and informal communication regarding the services required under this Agreement to the Vanpool Coordinator, who shall be the project manager for this Agreement.

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to Contractor:

If to C-TRAN: Katie Nelson, Capital Projects/Vanpool Coordinator
C-TRAN
PO Box 2529
Vancouver, WA 98668-2529

ARTICLE 7

SUCCESSION

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.
ARTICLE 8

INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

ARTICLE 9

PROHIBITED INTEREST

C-TRAN’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

ARTICLE 10

SEVERABILITY

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, C-TRAN and the Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

ARTICLE 11

ADHERENCE TO LAW

The Contractor shall adhere to all applicable laws governing its relationship with its employees including, but not limited to, laws, rules, regulations, and policies concerning workers’ compensation and unemployment compensation.
ARTICLE 12

CONTINGENCY

The effectiveness of this contract shall not occur until C-TRAN has notified Contractor that C-TRAN’s protest procedure (referenced in the RFP) is satisfied, which notice shall be delivered to the Contractor no later than seven (7) days after contract award by CTRAN’s Board of Directors. If C-TRAN determines, in its sole and absolute discretion, that a protest should be upheld, and so notifies the Contractor, then this Contract shall be null and void ab initio and of no force or effect.

This Agreement entered into as of the day and year first written above.

C-TRAN

__________________________________________
Jeff Hamm
Executive Director/CEO

CONTRACTOR NAME

__________________________________________
Contractor’s Authorized Signer

__________________________________________
Print Name/Title

__________________________________________
Federal ID Number
EXAMPLE DOCUMENTS

A sample of the forms requested in Attachments B–I are attached, a sample invoice and a sample of the preventative maintenance checklist for your review.
## COMPLETED SHOP ADMINISTRATIVE STAFF FORM

<table>
<thead>
<tr>
<th>Employee Name/Job Title</th>
<th>Duties and Experience</th>
<th>Customer Service (hrs/day)</th>
<th>Reception Duties (hrs/day)</th>
<th>Office Administration (hrs/day)</th>
<th>Shop Management (hrs/day)</th>
<th>Office Management (hrs/day)</th>
<th>Accounting/Billing (hrs/day)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fanny Fox / Office Manager</td>
<td></td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Time with Shop: Years 19 Months 0</td>
<td>Work Schedule Days 5 Hrs 8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gerry Guide / Office Assistant</td>
<td></td>
<td>1</td>
<td>1</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Time with Shop: Years 5 Months 0</td>
<td>Work Schedule Days 5 Hrs 8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adam Aerostar / Shop Supervisor</td>
<td></td>
<td>2.5</td>
<td></td>
<td>4</td>
<td>1.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Time with Shop: Years 19 Months 0</td>
<td>Work Schedule Days 5 Hrs 8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bill Bentley / Mechanic</td>
<td></td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Time with Shop: Years 8 Months 6</td>
<td>Work Schedule Days 5 Hrs 4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**COMPLETED SHOP TECHNICAL STAFF FORM**

1. Please complete the following for each Technical employee employed in your shop.
2. If an employee has both technical and administrative responsibilities, indicate only technical hours on this form and administrative hours on the Shop Administrative Form.
3. Please list type of technician certification by codes and years experience.
4. Technician Certification Coding:  J=Journey Level,  ASE=ASE Certification,  OJT=Job Experience,  AP=Apprentice,  C=State Certified

<table>
<thead>
<tr>
<th>Employee Name/Job Title</th>
<th>Experience and Certification Type</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Engine Repair</strong></td>
<td><strong>Auto Transmission</strong></td>
<td><strong>Drive Train</strong></td>
</tr>
<tr>
<td>Adam Aerostar / Shop Supervisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TotalHrs Cert.</td>
<td>17</td>
<td>17</td>
</tr>
<tr>
<td>Cert.</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>Time with Shop: Years 18 Months 5 Work Schedule Days 5 Hrs 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bill Bentley / Mechanic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TotalHrs Cert.</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>ASE</td>
<td>ASE</td>
<td>ASE</td>
</tr>
<tr>
<td>Time with Shop: Years 8 Months 6 Work Schedule Days 5 Hrs 7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carl Camshaft / Mechanic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TotalHrs Cert.</td>
<td>22</td>
<td>22</td>
</tr>
<tr>
<td>OJT</td>
<td>OJT</td>
<td>OJT</td>
</tr>
<tr>
<td>Time with Shop: Years 10 Months 4 Work Schedule Days 5 Hrs 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dan Driver / Mechanic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TotalHrs Cert.</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>ASE</td>
<td>ASE</td>
<td></td>
</tr>
<tr>
<td>Time with Shop: Years 0 Months 8 Work Schedule Days 5 Hrs 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ed Edsel / Apprentice Mechanic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TotalHrs Cert.</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>AP</td>
<td>AP</td>
<td>AP</td>
</tr>
<tr>
<td>Time with Shop: Years 1 Months 1 Work Schedule Days 5 Hrs 8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The following exhibit is provided to proposers as an example of the information required on a summary invoice. Summary invoices shall be mailed to Vanpool weekly along with all the detail invoices for the work completed during that week. Summary invoices should include at a minimum: Vendor’s name, address and phone number, Purchase order number, unique summary invoice number and date, dates covered by summary invoice, list of all work order numbers, dates, vehicle numbers, and dollar amounts.

### SUMMARY INVOICE

**Bill To:**
C-TRAN VANPOOL PROGRAM

**CONTRACT #**
2425 NE 65th Avenue
PO Box 2529
Vancouver, WA 98668-2529

ABC Contracted Service Facility
123 Apple Drive
Vancouver, WA 5555
555-555-5555

**Summary Invoice Period:** 11/3/2008 – 11/7/2008

**Summary Invoice Date:** 11/7/2008

**Summary Invoice Number:** ABC123

**PO Number:** 5555

<table>
<thead>
<tr>
<th>Van #</th>
<th>Work Order #</th>
<th>Work Order Date</th>
<th>Work Order Cost</th>
<th>Sales Tax</th>
<th>Tire Fee</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>206000</td>
<td>211500</td>
<td>11/3/2008</td>
<td>$130.00</td>
<td>$11.57</td>
<td>$141.57</td>
<td></td>
</tr>
<tr>
<td>206100</td>
<td>211523</td>
<td>11/3/2008</td>
<td>$115.00</td>
<td>$10.24</td>
<td>$125.24</td>
<td></td>
</tr>
<tr>
<td>206200</td>
<td>211505</td>
<td>11/4/2008</td>
<td>$20.00</td>
<td>$1.78</td>
<td>$21.78</td>
<td></td>
</tr>
<tr>
<td>206300</td>
<td>211547</td>
<td>11/5/2008</td>
<td>$20.00</td>
<td>$1.78</td>
<td>$21.78</td>
<td></td>
</tr>
<tr>
<td>206400</td>
<td>211592</td>
<td>11/6/2008</td>
<td>$285.00</td>
<td>$25.37</td>
<td>$310.37</td>
<td></td>
</tr>
</tbody>
</table>

| Subtotal | $570.00 | $50.73 | | $620.73 |

**Total Due** $620.73
SAMPLE PREVENTATIVE MAINTENANCE CHECKLIST

HOV #: _____ DATE: ___________ MECHANIC NAME / ID #: ________________

ODOMETER READING BEFORE: _______________ AFTER: _______________

COMPLETE CHECKLIST WITH √ if OK or O for repairs needed. Then place an X through the O once the needed repair has been completed.

PLEASE REFER TO PM NARRATIVE FOR A DETAILED DESCRIPTION OF THE REQUIRED TASKS.

“A” PM SERVICE

The “A” Service includes all items #1 through #26:

<table>
<thead>
<tr>
<th>Preventative Maintenance Checklist “A” Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Paint, Dents, Mirrors, Windows, License Plate – Check</td>
</tr>
<tr>
<td>2. Lights and Signals – Check operation</td>
</tr>
<tr>
<td>3. Instruments and Gauges – Check operation</td>
</tr>
<tr>
<td>4. Interior, Handles, Knobs, Heater, A.C. – Check operation</td>
</tr>
<tr>
<td>5. Safety Equipment, Horn, Seat Belts – Check for operation</td>
</tr>
<tr>
<td>6. Parking Brake – Check operation</td>
</tr>
<tr>
<td>7. Hood Safety Latch, Locks – Check and lube</td>
</tr>
<tr>
<td>8. Transmission – Check operation, hoses and fluid Level. Fill if needed.</td>
</tr>
<tr>
<td>9. Wiper blades and arms – Check and fill reservoir</td>
</tr>
<tr>
<td>10. Steering – Check operation, fluid level, and fill</td>
</tr>
<tr>
<td>11. Radiator, hoses, and antifreeze level – Check and fill if needed. Protection level to -35 degree</td>
</tr>
<tr>
<td>12. Battery – Check water level, clean cables, and battery terminals.</td>
</tr>
<tr>
<td>13. Engine Mounts – Check</td>
</tr>
<tr>
<td>14. Belts – Check condition and tension, adjust if needed</td>
</tr>
<tr>
<td>15. PCV Valve Checks – Clean ____ Change _____</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>16.</td>
</tr>
<tr>
<td>17.</td>
</tr>
<tr>
<td>18.</td>
</tr>
<tr>
<td>19.</td>
</tr>
<tr>
<td>20.</td>
</tr>
<tr>
<td>21.</td>
</tr>
<tr>
<td>22.</td>
</tr>
<tr>
<td>23.</td>
</tr>
<tr>
<td>24.</td>
</tr>
<tr>
<td>25.</td>
</tr>
<tr>
<td>26.</td>
</tr>
</tbody>
</table>

**COMMENTS:**
**SAMPLE PREVENTATIVE MAINTENANCE CHECKLIST**

**“B” PM SERVICE**

The “B” Service includes all items in “A” service (#1-26), plus the following items (27-30):

<table>
<thead>
<tr>
<th>Preventative Maintenance Checklist “B” Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>27. Pressure Check Coolant System</td>
</tr>
<tr>
<td>28. Filters Change: _____Air _____Fuel</td>
</tr>
<tr>
<td>(Dodge and Uplander fuel filters to be replaced every 100,000 miles only)</td>
</tr>
<tr>
<td>29. Perform Complete System Check: _______ Ignition/Timing – Check</td>
</tr>
<tr>
<td>Charging/Cranking System (give readings):</td>
</tr>
<tr>
<td>_____Charging Voltage _____Cranking Amp ________Charging Amp</td>
</tr>
<tr>
<td>30. Scan OBDII or OBDII Report all codes found:</td>
</tr>
<tr>
<td>Code#/Code Description</td>
</tr>
<tr>
<td>_____________________________________________</td>
</tr>
<tr>
<td>_____________________________________________</td>
</tr>
<tr>
<td>_____________________________________________</td>
</tr>
</tbody>
</table>

**“C” PM SERVICE Transmission Service**

This service is performed every 15,000 miles:

<table>
<thead>
<tr>
<th>Preventative Maintenance Checklist “C” Service</th>
</tr>
</thead>
</table>

**“D” PM SERVICE Engine Tune-Up**

This service is performed once at 50K, OR 55K, OR 60K miles, in conjunction with a scheduled “B” PM Service:

<table>
<thead>
<tr>
<th>Preventative Maintenance Checklist “D” Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>32. Replace spark plugs, distributor cap, distributor rotor, PCV valve and spark plug wires with OEM or better. Spark plugs will be replaced with OEM platinum-tipped plugs or equivalent only.</td>
</tr>
</tbody>
</table>

**NOTE:** On Ford XLT Model, replace spark plugs and PCV valve only.
“E” PM SERVICE Coolant System Flush

This service is performed every 50,000 miles:

<table>
<thead>
<tr>
<th>Preventative Maintenance Checklist “E” Service</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>33.</strong> Perform coolant system back flush, replacing coolant</td>
</tr>
<tr>
<td><strong>34.</strong> Replace thermostat and gasket</td>
</tr>
<tr>
<td><strong>35.</strong> Pressure test and tighten all coolant lines.</td>
</tr>
<tr>
<td><strong>36.</strong> ROAD TEST (minimum one (1) mile) should be performed each preventative maintenance for the purpose of diagnosing a problem, checking the effectiveness of repairs, and testing the overall operation of the vehicle.</td>
</tr>
</tbody>
</table>

COMMENTS:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________