



**City of Tigard**

FINANCE AND INFORMATION SERVICES

**Request for Proposal (RFP)**

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**VEHICLE AND LIGHT TRUCK REPAIR  
AND MAINTENANCE SERVICES**

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**Proposals Due: Tuesday, October 18, 2011 - 2:00 p.m. local time**

**Submit Proposals To:** City of Tigard – Contracts & Purchasing Office  
Attn: Joseph Barrett, Sr. Management Analyst  
13125 SW Hall Blvd.  
Tigard, Oregon 97223

**Direct Questions To:** Mark Decastro, Fleet Service Coordinator  
Phone: (503) 718-2588  
Email: [mark@tigard-or.gov](mailto:mark@tigard-or.gov)

**PUBLIC NOTICE  
REQUEST FOR PROPOSAL  
VEHICLE AND LIGHT TRUCK REPAIR AND MAINTENANCE SERVICES**

The City of Tigard is seeking sealed proposals from qualified firms to provide vehicle and light truck repair and maintenance services for the City's Fleet division. Proposals will be received until 2:00 p.m. local time, Tuesday, October 18, 2011, at Tigard City Hall's Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

RFP packets may be downloaded from <http://www.tigard-or.gov> or obtained in person at Tigard City Hall's Utility Billing Counter located at 13125 SW Hall Blvd., Tigard, Oregon 97223.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

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

PUBLISHED: Daily Journal of Commerce  
Wednesday, September 21, 2011

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**SECTION 1**  
**INTRODUCTION**

The City of Tigard is seeking sealed proposals from qualified firms to provide vehicle and light truck repair and maintenance services for the City's Fleet division. Proposals will be received until 2:00 p.m. local time, Tuesday, October 18, 2011, at Tigard City Hall's Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

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

**SECTION 2**  
**PROPOSER'S SPECIAL INSTRUCTIONS**

**A. PROPOSED TIMELINES**

<u>Wednesday, September 21, 2011</u>	Advertisement and Release of Proposals
<u>Tuesday, October 18, 2011 – 2:00 p.m.</u>	Deadline for Submission of Proposals
<u>Tuesday, November 8, 2011</u>	Award of Contract by LCRB
<u>Monday, November 21, 2011</u>	Commencement of Services

**NOTE:** The City reserves the right to modify this schedule at the City's discretion

**B. GENERAL**

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

**C. PROPOSAL SUBMITTAL**

The Proposal and all amendments must be signed and submitted no later than 2:00 p.m., Tuesday, October 18, 2011 to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

**RFP – Vehicle and Light Truck Repair and Maintenance Services**

City of Tigard – Utility Billing Counter  
Attn: Joseph Barrett, Sr. Management Analyst  
13125 SW Hall Blvd.  
Tigard, Oregon 97223

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid

opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

**D. PROTEST OF SCOPE OF WORK OR TERMS**

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least five (5) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to the attention of Joe Barrett, Sr. Management Analyst, and be marked as follows:

**RFP Specification/Term Protest**

City of Tigard – Contracts and Purchasing Office  
Attn: Joseph Barrett, Sr. Management Analyst  
13125 SW Hall Blvd.  
Tigard, Oregon 97223

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

**E. PROPOSAL SUBMISSION AND SIGNING**

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

**F. COST OF PREPARING A PROPOSAL**

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

**G. INTERPRETATIONS AND ADDENDA**

All questions regarding this project proposal shall be directed to Joe Barrett, Sr. Management Analyst. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an “Addendum” to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the “Acknowledgment of Addendum” with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**H. BUSINESS LICENSE/FEDERAL TAX ID REQUIRED**

The City of Tigard Business License is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business License.

Successful Contract will be required to present a copy of their City of Tigard Business License at the time of contract execution. Successful Contractor shall also complete a W-9 form for the City at the time of contract execution.

**I. CITY'S PROJECT MANAGER**

The City's Project Manager for this work will be Mark Decastro, Fleet Service Coordinator, who can be reached by phone at (503) 718-2588 or by email at [mark@tigard-or.gov](mailto:mark@tigard-or.gov).

**J. PROPOSAL VALIDITY PERIOD**

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

**K. FORM OF CONTRACT**

A copy of the City's standard vehicle and light truck repair and maintenance contract, which the City expects the successful firm or individual to execute, is included as "Attachment C". The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D "Protest of Scope of Work or Terms" or their exceptions will be deemed immaterial and waived.

**L. TERM OF CONTRACT**

The term of the contract shall be a period of one (1) year with the mutual option to renew for up to four (4) additional one-year periods. The total term of the contract cannot exceed five (5) years.

**M. TERMINATION**

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days' written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

**N. INTERGOVERNMENTAL COOPERATIVE PURCHASING**

The bidder submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Tigard usage only.

Each participating agency shall execute its own contract with the lowest responsible/responsive bidder for its requirements. Any bidder(s), by written notification included with their bid, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

**O. NON-COLLUSION**

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

**P. PUBLIC RECORD**

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public.

**SECTION 3**  
**BACKGROUND**

The City of Tigard was incorporated in 1961, and today is a clean, livable, and affordable community. Tigard is located in southeast Washington County, 15 minutes from downtown Portland. Tigard's population estimate for 2010 is 47,700 residents. As a community, Tigard strives to blend the amenities of a modern city with the friendliness and community spirit of a small town.

The City of Tigard Fleet Department is requesting work specifications consist of furnishing all material, labor, and equipment in performing all operations necessary in connection with the repair and maintenance of City vehicles and light trucks.

**SECTION 4**  
**SCOPE OF SERVICES**

The successful contractor(s) must be able to perform general and preventative maintenance and common repair services on vehicles and light trucks that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The City preference is to have a primary Contractor that has the ability to perform all required services if possible. However, work may be sub-contracted. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty. The Contractor must have the ability to provide required preventative maintenance and repair service listed below:

**A. PREVENTATIVE MAINTENANCE**

The vehicles are routinely driven in short distance; frequent start/stop; and long idle periods. The average annual usage is normally around 7,500 miles for general purposes vehicles.

**B. REPAIRS AND MAINTENANCE**

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

**C. TRANSPORT OF VEHICLES FOR SERVICE**

1. Contractor is responsible for transport (pickup and deliver) of vehicles for all preventative, scheduled, and non-scheduled services from the following location: 8777 SW Burnham St., Tigard, OR 97223.
2. For vehicles not drivable, additional towing charge may be billed upon approval of authorized City staff.

**D. CONDITIONS ON REQUIRED SERVICES**

1. 24-hour turn around on common repairs (including brakes, etc.) and routine maintenance.
2. Provide adequate inventory on special parts to ensure minimum turn-around on non-common repairs.
3. Wash and vacuum vehicle after each service.

**E. REPAIR ORDER CONTENT AND PROCEDURE**

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

1. Repair estimates with anticipated work to be performed, estimated completion time, and estimate cost signed by the City upon pick-up/drop off. A confirming copy with final cost shall be mailed City of Tigard upon completion, and billed to Fleet purchasing card monthly.
2. Actual work/cost above written estimate requires City approval prior to work starting.
3. Authorization of work by City Fleet Coordinator or designee is required for all repair orders.
4. Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
  - a. Date work performed
  - b. Vehicle and/or license #, make/model
  - c. Vehicle mileage at time of service/repair
  - d. Date in/date out/time completed
  - e. Detail type of service, hours, material used, and cost associated with each
  - f. Subcontracted repair orders containing same information shall be attached to contractor repair order.
5. The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 90 days or 4,000 miles, whichever occurs first. The Contractor shall remedy all such defects at his/her own expense with two (2) working days after notification by the City Fleet Coordinator.
6. Warranty and subcontracted repair orders need to be provided by the Contractor. Contractor is prime contractor; however, subcontractors may be used by Contractor. Contractor assumes responsibility for work of subcontractors. The charges for such services to the City shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.

**F. HOURS OF OPERATION**

The City has a number of services that are active on a 24/7 basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.

**G. QUARTERLY REPORTS OF REPAIRS/MAINTENANCE**

The contractor shall submit a quarterly report listing all repairs and maintenance performed on each vehicle within 30 calendar days at the end of each quarter. The report shall contain, at a minimum, the following information for each service provided in excel format and e-mailed to the Public Works Fleet Coordinator and the Public Works Business Manager.

1. Work order number, vehicle number, and current mileage
2. Service order, date and time
3. Service completion, date and time
4. Vehicle pick-up and return, date and time

## H. SPECIFIC SERVICES

### 1. Oil Change

Must include:

- a. Change the vehicle's oil with required by manufacturer quarts of top quality motor oil\*
- b. Replace the oil filter with top quality filter\*
- c. Inspect the wiper blades and replace, if needed (do not include price of parts)
- d. Vacuum the interior floors
- e. Clean the exterior windows
- f. Lubricate all grease fittings (if needed)
- g. Check & fill (if needed) brake fluid
- h. Check & fill (if needed) transmission/transaxle fluid
- i. Check & fill (if needed) differential and coolant fluid
- j. Check & fill (if needed) power steering fluid
- k. Check & fill (if needed) windshield wash fluid
- l. Check & fill (if needed) battery water
- m. Check & inflate the tires to proper pressure and condition
- n. Check all exterior lights

**\*Both must meet manufacturer recommendations. Specify product details in proposal. This proposal will include all disposal and environmental fees.**

### 2. Test of PCV Valve\*\*

### 3. Replacement of Fuel Filter\*\*

### 4. Replacement of Brakes/Brake Parts

- a. Front Disc Brakes\*\*
- b. Rear Disc Brakes\*\*
- c. Rear Drum Brakes\*\*
- d. Turn Brake Drums (per pair)\*\*
- e. Turn/Cut Rotors (per pair)\*\*
- f. Replace Rotors\*\*  
Wheel Cylinders (each)\*\*
- g. Master Cylinder\*\*
- h. Flush Brake Fluid\*\*

### 5. Replacement of Air Filter\*\*

### 6. Radiator Flush (Include Fluid)\*\*

### 7. Air Conditioning Service (Include 1lb. of Freon)\*\*

### 8. Serpentine Belt Replacement\*\*

### 9. Transmission (Drain/Replace Fluid/Replace Filter)\*\*

### 10. Tune-up (Including Plugs)\*\*

- a. Four (4) cylinder
- b. Six (6) cylinder

- c. Eight (8) cylinder
- d. Diesel motors (International Engines)

**11. Battery\*\***

- a. Replacement - (must meet manufacturer AMP specification for vehicle)
  - All GM vehicles need O.E.M style (Ac-Delco) maintenance free 7 year battery
  - All Ford vehicles must have Motorcraft O.E.M. type heavy-duty
- b. On-board diagnostic inspections

**12. Alternator Replacement\*\***

**13. Alignments\*\***

- a. Front Pair (2 Wheel)
- b. Rear Pair (2 Wheel)
- c. Front and Rear (4 Wheel)

**14. Shocks\*\***

- a. Front
- b. Rear

**15. Tires\*\***

- a. Repair (specify type of repair: interior patch)
  - Interior patch only must be 1/4" or less, hole in tire, must not be in edge or sidewall area. (no tire plugs or no tire sealants)
- b. Remove & Replace
- c. Balance
- d. Rotate (with inspection of brakes)
- e. Road repair service for tire repairs/replacement

**16. Computer Diagnostic Assessment\*\***

**\*\* - Including any and all shop supply fees & labor costs**

**17. Emergency Road Service - Normal Business Hours**

**18. Emergency Towing**

**I. SERVICE LEVEL**

The Selected Contractor shall agree to provide services according to the vehicle manufacturer's recommended service levels.

**J. SPECIAL SERVICE**

Specify any special service provided to expedite the maintenance of repairs of police vehicles such as priority service, pickup and delivery, etc.

**SECTION 5**  
**PROPOSAL CONTENT AND FORMAT**

**A. FORMAT**

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

**1. Title Page**

Proposer should identify the RFP Title, name and title of contact person, address, telephone number, fax number, email address and date of submission.

**2. Transmittal Letter**

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the project and services to be performed;
- b. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and the names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter.)

**3. Table of Contents**

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

**4. Qualifications and Experience – Company and Mechanics Team**

- a. Background of the company. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the company in performing this type of work. This should include examples of related experience and references for local government fleets.
- c. Proposers must identify the anticipated key members of their mechanics team that will be assigned to meet the City's needs. Pertinent resumes of the mechanics should be included.
- d. Please show any ASE-certification or special licenses the shop and/or techs have.

**5. Pricing Proposal**

Proposers should complete Section 9 of the attached agreement and submit as part of the RFP. Price will be evaluated once the other two criteria listed below are completed.

**6. Location and Availability**

The City realizes that location and schedule availability will be vital to the service time afforded by the Contractor to the City's needs. Proposers should document to location(s) where City fleet vehicles will be serviced as well as provide fairly accurate details regarding the scheduled availability (i.e. how many hours after a call is placed until the vehicle is actively being worked on) that will be afforded the City.

**B. ADDITIONAL SERVICES**

Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an “as needed” basis, to be provided and billed for separately.

**C. ADDITIONAL INFORMATION**

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

**D. REFERENCES**

Contractor must demonstrate successful past performance of the firm’s ability to provide services as set forth in this specification. Contractors must detail three (3) references to document experience. References must be detailed in Attachment B “Statement of Proposal”

**E. DISPUTES**

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

**F. CITY PERSONNEL**

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

**SECTION 6  
PROPOSAL EVALUATION PROCEDURES**

**A. SELECTION AND EVALUATION PROCESS**

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a firms proposal. Proposals will be evaluated in accordance with the following:

<u>CRITERIA</u>	<u>POINTS</u>
<b>Qualifications and Experience</b>	<b>55 points</b>
<b>Price</b>	<b>25 points</b>
<b>Location and Availability</b>	<b>20 points</b>
	<b>Total Available – 100 Points</b>

**B. INVESTIGATION OF REFERENCES**

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

**C. CLARIFICATION OF PROPOSALS**

The City reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

**D. RESERVATION IN EVALUATION**

The Selection Committee reserves the right to either: (a) request “Best and Final Offers” from the two finalist firms and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of the City.

**E. INTENT OF AWARD**

Upon review of the proposals submitted, the City may negotiate a scope of work and a general services agreement with one or multiple firms for portions of or all of the work detailed in this Request for Proposal or may select one or more firms for further consideration. Award of a contract to any vendor shall not bind the City to exclusive use of said vendor.

**F. PROTEST OF AWARD**

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

**G. PROPOSAL REJECTION**

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. In the event two or more proposals shall be for the same amount for the same work, the City shall follow the provisions of LCRB 30.095 and Section 137-095 of the Oregon Attorney General’s Model Public Contract Manual;
5. Reject all proposals;
6. Award any or all parts of any proposal; and
7. Request references and other data to determine responsiveness.

**SECTION 7  
PROPOSAL CERTIFICATIONS**

\*\*\*\*\*

**Non-discrimination Clause**

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

**Resident Certificate**

Please Check One:

**Resident Vendor:** Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

**Non-resident Vendor:** Vendor does not qualify under requirement stated above.  
(Please specify your state of residence: \_\_\_\_\_)

Officer's signature: \_\_\_\_\_

Type or print officer's name: \_\_\_\_\_

**SECTION 8  
SIGNATURE PAGE**

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. \_\_\_\_\_ through No. \_\_\_\_\_ inclusive.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: \_\_\_\_\_

If corporation, attest: \_\_\_\_\_  
(Corporate Officer)

- Corporation                       Partnership                       Individual

Federal Tax Identification Number (TIN): \_\_\_\_\_

**SECTION 9  
COST PROPOSAL**

**\*Must meet manufacturer recommendations. Specify product details in proposal. This proposal will include all disposal and environmental fees.**

**\*\* - Including any and all shop supply fees & labor costs**

Provide the estimated Low and High cost estimates for both Hybrid and Light Truck vehicles.

<b>SERVICE</b>	<b>HYBRID</b>	<b>LIGHT TRUCK</b>	<b>CITY DISCOUNT %</b>
Oil Change*	\$ _____	\$ _____	_____ %
PVC Valve Replacement**	\$ _____	\$ _____	_____ %
Fuel Filter Replacement**	\$ _____	\$ _____	_____ %
Brakes Brake Parts	\$ _____	\$ _____	_____ %
Front Disc Brakes**	\$ _____	\$ _____	_____ %
Rear Disc Brakes**	\$ _____	\$ _____	_____ %
Rear Drum Brakes**	\$ _____	\$ _____	_____ %
Turn Brakes Drums (per pair)**	\$ _____	\$ _____	_____ %
Turn/Cut Rotors (per pair)**	\$ _____	\$ _____	_____ %
Replace Rotors (per pair)**	\$ _____	\$ _____	_____ %
Replace Wheel Cylinders (each)**	\$ _____	\$ _____	_____ %
Replace Master Cylinder**	\$ _____	\$ _____	_____ %
Flush Brake Fluid**	\$ _____	\$ _____	_____ %
Air Filter Replacement**	\$ _____	\$ _____	_____ %
Flush Radiator**	\$ _____	\$ _____	_____ %
Service Air Conditioning (include 1lb of Freon)**	\$ _____	\$ _____	_____ %
Replace Serpentine Belt**	\$ _____	\$ _____	_____ %
Transmission (Drain/Replace Fluid/Replace Filter)**	\$ _____	\$ _____	_____ %

<u>SERVICE</u>	<u>HYBRID</u>	<u>LIGHT TRUCK</u>	<u>CITY DISCOUNT %</u>
<b>Tune Up</b>			
Four (4) Cylinder**	\$ _____	\$ _____	_____ %
Six (6) Cylinder	\$ _____	\$ _____	_____ %
Eight (8) Cylinder	\$ _____	\$ _____	_____ %
Diesel Motors (International Engines or Ford Engines)**	\$ _____	\$ _____	_____ %
<b>Battery</b>			
Replacement (must meet manufacturers AMP specs)** GM=AC Delco 7 year battery Ford=Motorcraft heavy duty battery	\$ _____	\$ _____	_____ %
On-Board Diagnostic Inspections**	\$ _____	\$ _____	_____ %
Alternator Replacement**	\$ _____	\$ _____	_____ %
<b>Alignments</b>			
Front Pair (2 Wheel)**	\$ _____	\$ _____	_____ %
Rear Pair (2 Wheel)**	\$ _____	\$ _____	_____ %
Front and Rear (4 Wheel)**	\$ _____	\$ _____	_____ %
<b>Shocks</b>			
Front**	\$ _____	\$ _____	_____ %
Rear**	\$ _____	\$ _____	_____ %
<b>Tires</b>			
Repair (Interior patch)**	\$ _____	\$ _____	_____ %
Remove & Replace**	\$ _____	\$ _____	_____ %
Balance**	\$ _____	\$ _____	_____ %

<u>SERVICE</u>	<u>HYBRID</u>	<u>LIGHT TRUCK</u>	<u>CITY DISCOUNT %</u>
Rotate (with inspection of brakes)**	\$ _____	\$ _____	_____ %
Road Repair Services for Tire Repairs/Replacement**	\$ _____	\$ _____	_____ %
Computer Diagnostic Assessment**	\$ _____	\$ _____	_____ %
Percentage Discount off List Price for Parts	\$ _____	\$ _____	_____ %

**ATTACHMENT A  
CITY OF TIGARD, OREGON  
ACKNOWLEDGMENT OF ADDENDA**

Project Title: Vehicle and Light Truck Repair and Maintenance Services

Close: October 18, 2011 - 2:00 p.m.

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA (*If none received, write "None Received"*):

1. \_\_\_\_\_ 3. \_\_\_\_\_

2. \_\_\_\_\_ 4. \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Corporate Name

**ATTACHMENT B  
CITY OF TIGARD, OREGON  
STATEMENT OF PROPOSAL**

Name of Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

accepts all the terms and conditions contained in the City of Tigard's Request for Proposal for vehicle and light truck repair and maintenance services and the attached general services agreement (Attachment C):

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or print name of authorized representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Type or print name of person(s) authorized to negotiate contracts

\_\_\_\_\_  
Telephone Number

**REFERENCES**

\_\_\_\_\_  
Reference #1

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Project Title

\_\_\_\_\_  
Contact Individual

\_\_\_\_\_  
Reference #2

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Project Title

\_\_\_\_\_  
Contact Individual

\_\_\_\_\_  
Reference #3

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Project Title

\_\_\_\_\_  
Contact Individual

**ATTACHMENT C**  
**CITY OF TIGARD, OREGON**  
**AGREEMENT FOR SERVICES RELATED TO**  
**VEHICLE AND LIGHT TRUCK REPAIR AND MAINTENANCE SERVICES**

**THIS AGREEMENT** made and entered into this (Day) of (Month), (Year) by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called "City", and (Contractor's Name), hereinafter called "Contractor", collectively known as the "Parties."

**RECITALS**

**WHEREAS**, Contractor has submitted a bid or proposal to City to provide specific services; and

**WHEREAS**, Contractor is in the business of providing specific services and is aware of the purposes for which City requires the services; and

**WHEREAS**, City and Contractor wish to enter into a contract under which City shall purchase the services described in Contractor's bid or proposal;

**THEREFORE**, The Parties agree as follows:

**1. SERVICES TO BE PROVIDED**

Contractor agrees to provide services related to (enter project title or brief description) as detailed in Exhibit A – Scope of Services and by this reference made a part hereof.

**2. EFFECTIVE DATE AND DURATION**

Contractor shall initiate services upon receipt of City's notice to proceed, together with an executed copy of this Agreement. This Agreement shall become effective upon the date of execution and shall expire, unless otherwise terminated or extended, on (Enter end date). All services shall be completed prior to the expiration of this Agreement.

**3. COMPENSATION**

City agrees to pay Contractor an amount not exceeding (Amount in words) and (00-99)/100 dollars (\$Amount in numbers) for performance of those services described herein, which payment shall be based upon the following applicable terms:

- A.** Payment will be made in installments based on Contractor's invoice, subject to the approval by the City, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- B.** Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- C.** The City reserves the right to make any payment due to the Contractor via a credit card.
- D.** Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.
- E.** Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.

- F. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- G. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- H. Contractor shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one work week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- I. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical, hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- J. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract during the current fiscal year. Appropriations for future fiscal years shall be subject to budget approval by the City Council.

5. **ASSIGNMENT/DELEGATION**

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

6. **SUBMITTING BILLS AND MAKING PAYMENTS**

All notices and bills shall be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

<b>CITY OF TIGARD</b>		<b>(CONTRACTOR)</b>	
Attn:	(City's contact person's name)	Attn:	(Contractor's contact person's name)
Address:	13125 SW Hall Blvd. Tigard, Oregon 97223	Address:	(Contractor's mailing address)
Phone:	503-(Project Mgr's phone #)	Phone:	(Project Mgr's phone #)
Fax:	503-(Project Mgr's fax #)	Fax:	(Project Mgr's fax #)
Email Address:	(Contact person's email)@tigard-or.gov	Email Address:	(Contact person's email)

7. **TERMINATION**

The parties agree that any decision by either party to terminate this Agreement before (day) of (month), (year) shall be accompanied by thirty (30) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered prorated to the date of termination.

8. **ACCESS TO RECORDS**

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

9. **FORCE MAJEURE**

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, natural disaster, war, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

10. **NON-DISCRIMINATION**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

11. **INDEMNITY/HOLD HARMLESS**

Contractor shall defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's sole negligence.

12. **INSURANCE**

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

A. **Commercial General Liability Insurance**

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
General Aggregate	2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000

Each Occurrence	1,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	5,000

**B. Business Automobile Liability Insurance**

If Contractor will be delivering any goods or services which require the use of a vehicle, Contractor shall provide City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

**C. Workers' Compensation Insurance**

The Contractor and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

**D. Insurance Carrier Rating**

All coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**E. Certificates of Insurance**

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

**13. ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including witness fees (expert and non-expert), attorney's fees and court costs on appeal.

**14. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement.

**15. CONFLICT BETWEEN TERMS**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the terms of proposal conflicting herewith.

**16. SEVERABILITY**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

**17. INDUSTRIAL ACCIDENT FUND PAYMENT**

Contractor shall pay all contributions or amount due the Industrial Accident Fund form that Contractor or subcontractors incur during the performance of this Agreement.

**18. COMPLETE AGREEMENT**

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibit, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A shall control. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that Contractor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written. Approved by Tigard’s Local Contract Review Board: \_\_\_\_\_

**CITY OF TIGARD**

**(CONTRACTOR)**

\_\_\_\_\_  
By: Authorized City Representative

\_\_\_\_\_  
By: Authorized Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Template Agreement)**  
**SCOPE OF SERVICES**

**Template Agreement**  
**CONTRACTOR'S PROPOSAL**

**EXHIBIT A  
VEHICLE LIST**

Changes to the list may be made at any time such as additional vehicles or replacement vehicles.

Vehicle #	Year	Make	Type	Model	VIN #
04-001	2004	Ford	Light truck	Ranger	1FTYR44UX4PA94902
05-012	2005	Ford	Hybrid	Escape Hybrid	1FMYU95H15KC81677
06-027	2006	Ford	Hybrid	Escape Hybrid	1FMYU95H86KB49176
06-026	2006	Ford	Hybrid	Escape Hybrid	1FMYU95H66KB49175
07-042	2007	Ford	Hybrid	Escape Hybrid	1FMCU59H47KB33734
08-060	2008	Ford	Hybrid	Escape Hybrid	1FMCU59H78KC34249
006	1997	Chevrolet	Light truck	2500	1GCGC29R7VE241969
05-013	2005	Ford	Hybrid	Escape Hybrid	1FMYU95H35KC81678
07-044	2007	Ford	Light truck	E150 Van	1FTNE14W07DA12616
07-051	2007	Chevrolet	Light truck	Colorado Pickup	1GCDT19E378169969
078	1998	Chevrolet	Light truck	Astro cargo van	1GCDM19W4XB134902
07-046	2007	Chevrolet	Light truck	Silverado 1500	1GCEK190X7Z590187
05-010	2005	Honda	Hybrid	Civic Hybrid	JHMES96655S001980
09-031	2009	Ford	Hybrid	Ford Escape Hybrid	1FMCU49399KC20756
06-216	2006	Ford	Light truck	Chev Tahoe	1GNEC13Z56R150503
06-025	2006	Ford	Hybrid	Escape Hybrid	1FMYU95H46KA39726
029	1994	Chevrolet	Light truck	3500 4x4	1GBJK34NXRE155651
079	1999	Chevrolet	Light truck	2500 pick-up	1GCGC24R7XR713722
084	2000	Ford	Light truck	F-250 pick-up	3FTNX20L7YMA62205
087	2002	Ford	Light truck	F-350 pick-up crew cab	1FTSW30LX2EC58809
090	2002	Ford	Light truck	F-350 pick-up std cab	1FTSF30L82EC58808
05-019	2005	Ford	Light truck	F-250 pick-up	1FTSX20555ED08562
08-056	2008	Chevrolet	Light truck	Colorado Pickup	1GCDT19E488149537
08-061	2008	Ford	Light truck	F-250 Sup Cab 4x4	1FTSX21578ED45907
08-062	2008	Ford	Light truck	F-250 Sup Cab 4x4	1FTSX21598ED45908
10-015	2010	GMC	Light truck	Sierra landscape truck	1GD6C2BK8AF122675
10-079	2010	Ford	Light truck	F-250 pick up	1FTSX2A51AEB26172
05-021	2005	Ford	Light truck	E-150 cargo van	1FTRE14W35HB27444
06-029	2006	Ford	Light truck	E-150 cargo van	1FTRE14W36DA69408
07-043	2007	Ford	Light truck	E150 Van	1FTNE14W97DA12615
081	2000	Ford	Light truck	Explorer	1FMZU71EOYZB20785
07-055	2007	Ford	Light truck	Explorer	1FMEU73E27UA77946
04-008	2004	Ford	Light truck	F-550 Utility trk	1FDAF56S04EB41518
05-024	2005	Honda	Hybrid	Civic Hybrid	JHMES96635S019684
05-018	2005	Ford	Light truck	F-250 pick-up	1FTSX20575ED08563
05-022	2005	Ford	Light truck	F-350 utility trk	1FDWF37Y65ED29779
06-028	2006	Ford	Light truck	F-150 pick-up	1FTRX14W76FB27583
08-049	2008	Ford	Light truck	F350 4X2	1FDWF365X8EB26048

Vehicle #	Year	Make	Type	Model	Vin
083	2000	Ford	Light truck	F-150 pick-up	2FTRX18L1YCA40941
088	2001	Ford	Light truck	F-250 extended cab	3FTNX20L11MA39332
04-003	2004	Ford	Light truck	Ranger	1FTYR44U14PA94903
05-011	2005	Ford	Hybrid	Escape Hybrid	1FMYU95HX5KC81676
07-034	2007	Ford	Light truck	F350 Mini Dump	1FDWF36Y57EA56273
07-032	2007	Ford	Light truck	F350 Utility Truck	1FDWF36527EA42059
005	2003	Ford	Light truck	F-450 4X4	1FDXF47S73EC28947
05-020	2005	Ford	Light truck	F-350 utility trk	1FDWF37Y45ED29781
05-023	2005	Ford	Light truck	F-350 utility trk	1FDWF37Y25ED29780
07-033	2007	Ford	Light truck	F350 Mini Dump	1FDWF36Y37EA56272
07-031	2007	Ford	Light truck	F350 Utility Truck	1FDWF36507EA42058
07-036	2007	Chevrolet	Light truck	Silverado 2500	1GCHK29U27E128767
04-002	2004	Ford	Light truck	Ranger	1FTYR44U84PA94901
05-017	2005	Westward Industries	Light truck	GO-4 3 wheeled MC	2W9MPH5595P044123
004	2002	Ford	Light truck	F-150	2FTRX18W72CA58331
075	2002	Chevrolet	Light truck	Astro passenger van	1GNDM19X42B138747
091	2003	Ford	Light truck	Ford F-550	1FDAF56S23EC28948
04-006	2004	Ford	Light truck	F-350 utility trk	1FDSX34L84ED13134
04-004	2004	Ford	Light truck	E-350 Van	1FDWE35S24HA42227
05-016	2005	Chevrolet	Light truck	Astro cargo van	1GCDM19X95B120810
06-030	2006	Ford	Light truck	F-150 Pickup	1FTPX14VX6KD79298
08-057	2008	Chevrolet	Light truck	Chevrolet Pickup CT15653	1GCDT19E388148671
08-048	2008	Ford	Light truck	F350 4X4	1FDWF37578EB07925
10-065	2010	Ford	Light truck	F550	1FDAX5GR2AEA45121
11-082	2011	Ford	Light truck	Escape	1FMCUOC74BKBO4178