

# CITY OF SANDPOINT REQUEST FOR PROPOSAL RFP NO. 20-1970-4

#### **ROUTINE VEHICLE MAINTENANCE SERVICE AND AS NEEDED REPAIRS**

#### 1. PURPOSE

The City of Sandpoint is seeking proposals for routine vehicle maintenance service and as needed repairs on City vehicles and/or equipment, as detailed in Exhibit B, Pricing. Responders must be located within a 7-mile radius from City of Sandpoint.

The contact for this RFP is: City of Sandpoint, Idaho

Cheryl Hughes, Contract / Procurement Officer

Phone: (208) 255-2657

Email: <a href="mailto:chughes@sandpointidaho.gov">chughes@sandpointidaho.gov</a>

### 2. TIME LINES

A. SUBMITTAL DEADLINE: Proposals are due to the City (on or before): 2:00:00 PM PST on April 03, 2020.

Submit your response by completing the required proposal response pages (pages 4 thru 9 of this Proposal) and submit in a sealed envelope via US Mail or other delivery method, or hand delivered to:

City of Sandpoint 1123 Lake Street Sandpoint, Idaho 83864

Attn: City Clerk

Envelopes must reference RFP #20-1970-4 and RFP Title on the outside of the envelope

**B. QUESTIONS:** All questions regarding this Proposal must be submitted in writing via email to Cheryl Hughes, Contract/Procurement Officer at <a href="mailto:chughes@sandpointidaho.gov">chughes@sandpointidaho.gov</a>. All questions must be submitted by 2:00:00 PM PST on March 27, 2020 in order to provide/post a timely response for the benefit of all potential responders.

# 3. SCOPE OF WORK

The successful respondent(s) will provide routine vehicle maintenance service and as needed repairs on city vehicles and/or equipment for the remainder of Fiscal Year 2020 (fiscal year ends September 30, 2020) and subject to continued program funding, Fiscal Year 2021 (October 01, 2020 thru September 30, 2021). Projected budget for fiscal years 2020 and 2021 combined is approximately \$90,000.

#### A. Routine Maintenance

- 1) Oil change, filter replacement with fluid check and "top off" of ALL fluids as required (coolant, brake, power steering, wiper fluids, etc.)
- 2) Chassis lube service with fluid check
- 3) Transmission fluid and filter change service
- 4) Bulb or fuse replacement
- 5) Wiper blade replacement
- 6) Coolant flushes and refills
- 7) Air conditioning system check up
- 8) Safety inspection and annual vehicle inspection
- 9) Vehicle mechanical repairs
- 10) Tire rotations

The Contractor will provide a written checklist at each oil change of the work performed. The list will consist of all fluid checks, brake check, tire check, belts, hoses, filters, wiper blades, and battery check. The Contractor is required to "top off" all fluids as required.

Contractor must complete the checklist and detail all services performed and all costs associated with the service to include parts. The contractor must also note any conditions observed that will require additional work and shall submit an estimate for repairs based on the rates for parts, labor, and any diagnostics offered in this bid.

As the oil market is volatile, an increase to the price of oil will be considered if the price of oil increases nationally. Price increases for labor for oil changes will NOT be accepted. Respondents must have proof of the national oil price increase available.

## **B.** Non-Routine Repairs

Any repair not considered "routine maintenance" as described above will require a written estimate and pre-approval by the City of Sandpoint prior to performing any work on the vehicle.

The Contractor shall provide the City of Sandpoint with a fixed price mechanic's hourly labor rate and the rate on repair parts for service not classified as routine maintenance. Pricing for labor rate and parts are to follow submitted proposal pricing (Exhibit B, Pricing).

All repair estimates must clearly identify the vehicle to be repaired to include the VIN or license plate number, work to be performed, and the date the estimate was submitted.

In the event any repair requires a vehicle be kept overnight at the Contractor's repair facility, the Contractor is responsible for ensuring the vehicle is secured.

The Contractor shall provide the required services and will not subcontract or assign services without the prior written approval of the City of Sandpoint.

The City of Sandpoint reserves the right to inspect the vehicle to verify the proposed repair work.

## C. Warranty

If a standard parts or labor warranty exists, the Contractor will supply a minimum warranty of 4,000 miles or 90 calendar days on all labor and parts services.

## D. Quality Assurance

Contractor must have been in the business of vehicle maintenance and repair services for the period of two (2) years.

All Contractor supplied services and parts will be compliant with the terms of the vehicle's manufacturer's standards.

### E. Repair Parts

Contractor will utilize quality brand replacement parts that are Original Equipment Manufacturer (OEM) specifications and quality. All effort will be made to obtain repair parts from local parts store suppliers. Used, salvaged, and rebuilt replacement parts will not be accepted without the prior written approval from the City of Sandpoint.

### F. Invoices

All invoices must clearly indicate the specific vehicle, division, VIN number, and license plate number on which the Contractor performed service or maintenance. Payment terms are Net 30 from receipt of correct invoice.

## 4. MINIMUM REQUIREMENTS

The respondent must have been in business of vehicle repairs for a minimum of two (2) years.

The respondent must possess a valid City of Sandpoint Business License and be a State of Idaho licensed vehicle repair shop.

The respondent(s) is required to have the capabilities and possess any applicable required licenses and certifications to perform routine, scheduled, unscheduled, and any major component overhaul, rebuilding, repairing, and replacement capabilities.

The City reserves the right to award to multiple respondents.

#### 5. EVALUATION CRITERIA - AWARD BASIS

The respondent or respondents offering the best value to the City of Sandpoint will be selected based upon the selection criteria described below:

**Pricing** – 30 points: Lowest overall cost totaling all unit prices for *routine maintenance* services will be given maximum number of points.

**Experience** – 30 points: Review of references and quality assurance requirements described above.

**Ability to Perform** – 40 points: Size and number of Respondent's facility, number of mechanics, number of service bays, etc.

100 total points total possible

The City of Sandpoint reserves the right to award a contract to more than one respondent.

Award, if made, will be made to the most responsive, responsible respondent with the highest overall points. The City reserves the right to award to one or more respondents in response to this Proposal if deemed to be in the best interest of the City. The City will issue a notice of intent to award to notify the successful Respondent(s) of award.

#### 6. INSTRUCTIONS

**IMPORTANT:** Be sure to check the following box to acknowledge that you have seen, read, and understood any and all Addenda to this Proposal. This form is required to be submitted acknowledging any and all Addenda to the RFP.

Acknowledgment of Addenda:	YES	NO
Addenda No/s		

Use this page as a **COVER SHEET** and submit via hand delivery, US Mail, or other delivery method to the following:

#### **SEND TO:**

City of Sandpoint 1123 Lake Street Sandpoint, Idaho 83864 Attn: City Clerk

Complete the proposal response pages (pages 4 thru 9 of this Proposal), sign as required in the spaces provided and submit to City on or before the Submittal Deadline. Send your responses to the attention of the person listed in Section 2(A), above. Submittals must be received in a sealed envelope with the RFP Number and Title clearly marked on the outside of the envelope and received via US Mail or other delivery method, or hand delivery.

No liability will be assumed by the City for a Respondent's failure to obtain the terms and conditions and any properly issued solicitation addenda in a timely manner for use in the Respondent's response to this proposal or any other failure by the Respondent to consider the terms, conditions, and any addenda in the Respondent's response to this solicitation.

The City of Sandpoint will not be liable in any way for any cost incurred by Respondent in the preparation of their proposal response nor the presentation of their proposals or participation

in any discussions or negotiations.

Enter your prices on **Exhibit B, Pricing,** and submit as instructed above; on or before the RFP deadline of 2:00:00 PM PST, Friday, April 03, 2020.

Responses to this Proposal must include all **Required Submittal Items** (See below).

The City reserves the right to reject any or all Proposals, portions or parts thereof and to waive all minor irregularities in submitted Proposals.

List of Attachments	Required Submittal Items
Respondent Qualification Sheet	Cover Letter (pages 4,5)
References	Respondent Qualification Sheet
Exhibit A – Pricing	(page 6)
Exhibit B – Vehicle List	References (page 7)
Sample Agreement	Exhibit A – Pricing (pages 8,9)

COMPANY NAME (REPSONDENT)	DATE
SIGNATURE	PRINTED NAME AND TITLE OF SIGNOR

(remainder of page intentionally left blank)

# RESPONDENT QUALIFICATION SHEET ROUTINE VEHICLE MAINTENANCE SERVICE AND AS NEEDED REPAIRS

Co	mpany Name:
Ad	dress:
	mary Contact:
	one Number:
	nail:
1.	Number of years' company has been in the business of vehicle maintenance and repairs services:
	Number of repair employees:
3.	Number of service bays:
4.	Hours of operation:
5.	Are there any additional services you want to offer? If so list below, and provide costs.
	<del></del>
6.	Please list any vehicle/equipment type(s) you do not provide services for:

# **REFERENCES**

Please provide three (3) references that would be applicable to this RFP and are business related references.

1.	Name:
	Phone Number:
	Email:
2.	Name:
	Phone Number:
	Email:
3.	Name:
	Phone Number:
	Email:

(remainder of page intentionally left blank)

# EXHIBIT A PRICING

Pricing entered in the table below to include all applicable taxes and/or fees, with the exception of items listed in Non-Routine Repair Services. Please note, City of Sandpoint is Sales Tax exempt.

ITEM NO.	SERVICE REQUESTED	BID PRICE
ROUTINE		
MAINTENANCE		
SERVICES		
PASSENGER		
VEHICLE:		
1	Oil change, filter replacement with fluid check – Non-Synthetic	
2	Oil change, filter replacement with fluid check – Synthetic	
3	Tire rotation	
4	Safety inspection	
5	Annual vehicle inspection	
6	Chassis lube service with fluid check	
7	Transmission fluid and filter change service	
8	Bulb replacement	
9	Wiper blade replacement	
10	Coolant flushes and refills	
11	Air conditioning systems check up	
12	Brakes (full set)	
13	Tires – install only	
LIGHT DUTY		
TRUCK/SUV		
1	Oil change, filter replacement with fluid check – non-synthetic	
2	Oil change, filter replacement with fluid check – synthetic	
3	Tire rotation	
4	Safety inspection	
5	Annual vehicle inspection	
6	Chassis lube service with fluid check	
7	Transmission fluid and filter change service	
8	Bulb replacement	
9	Wiper blade replacement	
10	Coolant flushes and refills	
11	Air conditioning systems check up	
12	Brakes (full set)	
13	Tires – install only	
HEAVY DUTY	,	

TRUCK – NOT HEAVY EQUIPMENT		
1	Oil change, filter replacement with fluid check – non-synthetic	
2	Oil change, filter replacement with fluid check – synthetic	
3	Tire rotation	
4	Safety inspection	
5	Annual vehicle inspection	
6	Chassis lube service with fluid check	
7	Transmission fluid and filter change service	
8	Bulb replacement	
9	Wiper blade replacement	
10	Coolant flushes and refills	
11	Air conditioning systems check up	
12	Brakes (full set)	
13	Tires – install only	
NON-ROUTINE REPAIR SERVICES		
1	Safety inspection	
2	Annual vehicle inspection	
3	Labor rate: Non-Routine Mechanical Repairs (provide hourly rate)	\$ /hour
4	Parts mark-up (if applicable) – supplier invoice to contractor must be provided for parts purchased	%

The signer, below, accepts the provisions of this Proposal and is duly authorized to sign and legally bind this Respondent in an agreement.

CONTRACTOR NAME (RESPONDENT) SIGNATURE PRINTED NAME AND TITLE OF SIGNOR DATE

# EXHIBIT B VEHICLE LIST

Below is a list of vehicles that may be applicable to this RFP. This list may be modified as needed and not all vehicles/equipment may be reflected on this list and not all vehicles/equipment may receive/require service.

YEAR	MAKE	MODEL	DIVISION
1984	Ford	Fire Truck	Fire
2000	Dodge	Dakota	Fire
2002	Ford	Fire Truck	Fire
2003	Spartan	Fire Truck	Fire
2011	Rosenbauer	Class A Engine/Pumper	Fire
2015	Rosenbauer	78' Ladder Truck	Fire
2016	Ford	F150	Fire
1986	Ford	F800 Bucket Trk	IDS
1988	GMC	Pickup	IDS
1993	Chevrolet	3500 Pickup	IDS
1997	Nissan	Pickup	IDS
1997	Ford	F350 Pickup	IDS
1999	Chevrolet	2500 Pickup	IDS
2000	Chevrolet	1500 Pickup	IDS
2002	Sterling/Frtliner	Sweeper	IDS
2003	Chevrolet	Tracker	IDS
2003	Chevrolet	S-10 Pickup	IDS
2003	Chevrolet	Silverado Pickup	IDS
2005	Ford	Escape	IDS
2005	Chevrolet	Colorado Pickup	IDS
2006	Chevrolet	1500 Silverado	IDS
2006	Ford	F150 Pickup	IDS
2008	Chevrolet	Sewer Inspection Truck	IDS
2008	Ford	Ranger	IDS
2011	Subaru	Forrester	IDS
2011	Ford	Ranger	IDS
2011	Ford	F350 Pickup	IDS
2011	Ford	F250 Pickup	IDS
2012	Ford	F150 Pickup	IDS
2013	GMC	Sierra 350 TK 31403	IDS
2017	Ford	F250	IDS
1997	Toyota	4 Runner	Parks & Rec
1999	Dodge	W250 Pickup	Parks & Rec
1999	Ford	Pickup	Parks & Rec
2001	Chevrolet	S-10 Pickup	Parks & Rec

2001	Ford	Ranger Pickup	Parks & Rec
2016	Ford	F150	Parks & Rec
1986	Dodge	Caravan	Police
2001	Ford	Ranger Super Cab XL	Police
2001	Toyota	Tacoma Pickup	Police
2002	Ford	Ranger Super Cab XL	Police
2002	Ford	Escape XLT Sport 4X	Police
2002	Ford	Escape XLT Sport 4X	Police
2003	Ford	Explorer XLT 4X	Police
2005	Ford	Expedition	Police
2005	Ford	Crown Victoria	Police
2006	Ford	Explorer	Police
2009	Ford	Crown Victoria	Police
2009	Ford	Crown Victoria	Police
2009	Ford	Crown Victoria	Police
2010	Ford	Explorer 4WD	Police
2010	Ford	Explorer 4WD	Police
2011	Ford	Expedition	Police
2011	Ford	Expedition	Police
2012	Ford	Expedition	Police
2015	Ford	Explorer	Police
2015	Ford	Explorer	Police
2015	Ford	Explorer	Police
2016	Ford	Explorer	Police
	Harley		
2017	Davidson	FLHTP Motorcycle	Police
2017	Ford	Explorer	Police
2017	Ford	Explorer	Police
2017	Ford	Explorer	Police
2017	Ford	Explorer	Police
2017	Ford	Fusion	Police
2019	Dodge	Charger	Police
2019	Dodge	Charger	Police

# SAMPLE AGREEMENT

# AGREEMENT FOR ROUTINE VEHICLE MAINTENANCE SERVICE AND AS NEEDED REPAIRS BETWEEN THE CITY OF SANDPOINT AND XXXXXXXXXX

This Agreement is made and entered into this XX day of XXXX, 2020, by and between the City of Sandpoint, a public body corporate and politic (hereinafter the "CITY"), and XXXXXXXXXX, a State of Idaho XXXXXXXXX, (hereinafter called the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein as a "party" or "parties."

## **RECITALS**

WHEREAS, the CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform routine vehicle maintenance services and as needed repairs on CITY vehicles, as provided for in this Agreement; and

WHEREAS, the CITY and the CONTRACTOR have determined it is in their mutual interest to enter into this Agreement for the provision of such services within the CITY, subject to the terms and conditions provided herein.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the payments, covenants and conditions hereinafter set forth, hereby agree as follows:

# 1. DESCRIPTION OF SERVICES/LICENSING

1.1 The CONTRACTOR shall provide routine vehicle maintenance services and as needed repairs on CITY vehicles and/or equipment as described in Exhibit A, Scope of Work, and perform and complete all such services in a manner satisfactory to the CITY. Approval of the work performed by the CONTRACTOR shall be made by the City's authorized representative/designee, who shall oversee this Agreement on behalf of CITY. All services required under this Agreement shall be performed by the CONTRACTOR, or under the CONTRACTOR'S direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by Federal, State, and/or Local law to perform such services. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this

Agreement, and for compliance with all reasonable performance standards established by the CITY.

- 1.2 The CONTRACTOR shall not accept any change to the scope, or change in provisions of this Agreement, unless issued in writing, as an amendment or change order by the CITY.
- 1.3 The CONTRACTOR agrees to possess a City of Sandpoint Business License as required by Title 3 of the City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. The CONTRACTOR further agrees to keep and maintain any and all required local, state, and/or federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONTRACTOR shall provide written proof of such licenses and/or certifications to the CITY for all times when performing services under this Agreement.

#### 2. SUPERVISION OF PERSONNEL AND SUBCONTRACTORS

- 2.1 The CONTRACTOR warrants that nothing contained in this Agreement shall be construed as creating an employment relationship between the CONTRACTOR, or any of its employees, agents or assigns and the CITY, it being understood by the parties that each employee, agent or assign of the CONTRACTOR providing services hereunder shall at all times relevant to this Agreement be and remain an employee, agent or assign of the CONTRACTOR, which shall be exclusively responsible for providing all compensation, benefits, payment of and reporting of all employment or income taxes, if any, insurance, discipline, supervision, and direction for each such individual during the full term of this Agreement.
- 2.2 The CONTRACTOR shall notify the CITY of any subcontractors required to perform the services of this Agreement, and the CITY must approve of any and all such subcontractors, in its sole discretion. If approved by the CITY, any subcontractor shall agree, in writing, to be bound by any and all terms and conditions of this Agreement to be performed by the CONTRACTOR, such writing to be provided to the CITY by the CONTRACTOR before performance of any services by the subcontractor. Failure to abide by this provision shall constitute a material breach of this Agreement by the CONTRACTOR.

#### 3. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by the CONTRACTOR'S wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

# 4. INSURANCE:

At all times material hereto, the CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies of insurance. The CONTRACTOR shall provide the CITY with proof of such insurance for the entire term of this Agreement. The CONTRACTOR shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement, naming the CITY as an additional insured on each such policy or policies. All employees of the CONTRACTOR are deemed its employees only, and CONTRACTOR shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY for the entire term of this Agreement. The CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees, from and against all damages, claims, losses, obligations, or liability which arise out of, or are in any way related to, CONTRACTOR and/or its officers, agents, and employees' acts, errors or omissions under this Agreement.

#### 5. SERVICE APPROVAL AND DOCUMENTATION

- 5.1 All services performed by the CONTRACTOR shall be reviewed and approved by the City's authorized representative/designee to determine acceptable completion.
- 5.2 The CONTRACTOR shall retain, and require each subcontractor to retain (if applicable), all data and other records, either electronic or paper format, relating to the services performed under this Agreement for a period of five (5) years after completion.
- 5.3 All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Agreement shall be of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

## 6. PRICE AND PAYMENT

- 6.1 The CITY shall pay the CONTRACTOR an amount not to exceed \$XXXXX (XXXXX Dollars) for the completion of all services described within this Agreement, estimated at \$XX,XXX for fiscal year 2020, ending September 30, 2020 and estimated at \$XX,XXXX for Fiscal Year 2021 dependent upon continued program funding as approved by City Council. This sum shall include all costs or expenses incurred by the CONTRACTOR in performance of its services under this Agreement, payable as set forth in Exhibit B, Fee Schedule, attached hereto and incorporated herein by reference.
- 6.2 The CONTRACTOR shall submit itemized invoices each month in accordance with the Fee Schedule, Exhibit B, which shall be paid no sooner than thirty (30) after receipt of correct invoice by the CITY. The CONTRACTOR shall provide all documentation requested by the CITY for services performed and billed in each invoice, as outlined in Section 5.2 herein.

## 7. TERM

The term of this Agreement is XXXXX months, commencing XXXX XX, 2020 and expiring September 30, 2021, pending City Council approval of continued program funding for Fiscal Year 2021, as described in Exhibit B, Fee Schedule.

## 8. TERMINATION

8.1 The CITY or CONTRACTOR may terminate this Agreement for its sole convenience with thirty (30) days' written notice. Upon termination, the CONTRACTOR, and any subcontractors, shall

immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, in accordance with the Fee Schedule, Exhibit B, or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

- 8.2 Should the CITY determine that the CONTRACTOR has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONTRACTOR, specifying all such defaults, to be remedied within thirty (30) days from the date of such notice. If, after thirty (30) days, the CONTRACTOR has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.
- 8.2.1 In the event the CITY terminates this Agreement as provided for in this Section 8.2, the CONTRACTOR and any subcontractors shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the Fee Schedule or as negotiated between the parties, less any additional costs incurred by the CITY to procure the services of another contractor to complete the services to be rendered under this Agreement.
- 8.2.2 In the event the CITY terminates this Agreement as provided for in Section 8.2, it may seek any other remedies available to it in law or equity arising out of the CONTRACTOR'S failure to fully perform all of its obligations hereunder.

# 9. COMPLIANCE WITH LAW/VENUE

The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of

performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

# 10. NON DISCRIMINATION

10.1 The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the CONTRACTOR and any subcontractor that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

10.2 The CONTRACTOR and any subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity/expression, age or national origin.

## 11. SUPERSEDING AGREEMENT AND SEVERABILITY

This Agreement supersedes and replaces any pre-existing written or verbal agreements between these parties. If any provision of this Agreement is held to be unenforceable, such provision shall be excluded without affecting the remaining terms and provisions contained herein.

# **12. ATTORNEY FEES**

Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

**In Witness Whereof,** the parties hereto have caused this Agreement to be executed and attested by their respective officers or representatives thereunto duly authorized.

CITY OF SANDPOINT	XXXXXXXX
1123 Lake Street Sandpoint, Idaho 83864	Address City, State Zip
Shelby Rognstad MAYOR	TITLE
ATTEST:	
Melissa Ward CITY CLERK	

# EXHIBIT A SCOPE OF WORK

Services performed by CONTRACTOR under the terms of this Agreement include:

To be determined

# EXHIBIT B FEE SCHEDULE

Fee for service as described in Exhibit A, Scope Work, is as follows:

To be determined

AGREEMENT PRICE not to exceed \$XX,XXX. CITY makes no guarantee entire Agreement amount will be expended during the term of this Agreement. CITY also makes no guarantee of continued funding in fiscal year 2021 (October 01, 2020 thru September 30, 2021).