

Request for Proposals

Fleet Vehicle and Equipment Parts Price Agreement

Solicitation No. RFP 20272006

Due Date and Time:

Thursday, August 6, 2026, at 3:00 PM PDT

CITY OF EUGENE



Central Services

Finance Division/Purchasing
500 East 4th Avenue, Suite 303
Eugene, Oregon 97401

The Purchasing Office is closed to the public except by appointment.

I. REQUEST FOR PROPOSALS

CITY OF EUGENE REQUEST FOR PROPOSALS Solicitation No. RFP 20272006

Notice to Proposers

Pursuant to ORS 279B.060 and City of Eugene Administrative Order 44-25-01-F, Public Contracting Rule (City Rule) 137-047-0260, sealed proposals for **Fleet Vehicle and Equipment Parts Price Agreement** for the City of Eugene will be accepted by the Purchasing Office until **August 6, 2026, at 3:00 PM PST**. Proposals will be opened immediately after on a [Microsoft Teams](#) meeting and a record of proposals received will be made. Proposals will not be accepted after the Request for Proposals (RFP) closing time and date. Proposals shall be valid for 90 days after opening unless otherwise specified in the specifications. This Request for Proposals does not commit the City to pay any costs incurred by any proposer in the submission of a proposal.

Project Description

In general, work includes providing automotive, light duty truck, heavy duty truck, trailer, and equipment parts, and shop supplies for the City's Fleet Services. The City intends to establish one or more five-year price agreements as a result of this solicitation.

Solicitation Documents

Solicitation documents may be electronically accessed by logging in to [OregonBuys](#). To view solicitations issued by the City of Eugene navigate to **Supplier Activities**, select the **Open Bids** icon, and choose **Advanced Search**. Then, click **Select Organization** and select **City of Eugene** from the list of available entities.

A copy of the solicitation may also be obtained by emailing the Purchasing Analyst shown below.

Proposers are required to submit their proposals through OregonBuys prior to the specified due date and time. Detailed [submission instructions](#) are provided by the City of Eugene and must be followed to ensure a successful submission. To request a copy of the submission instructions, please email the Purchasing Analyst. Proposers requiring technical assistance with OregonBuys should contact the Supplier Help Desk at support.oregonbuys@oregon.gov or by phone at 1-855-800-5046.

Emailed submissions will only be accepted if prior written approval has been granted by the Purchasing Analyst.

Single Point of Contact

City of Eugene Purchasing is the issuing office. Address all concerns or questions regarding this solicitation to the Purchasing Analyst identified below. Contacting the Department directly is strictly prohibited.

Dated: July 9, 2026
Michelle Hahn, OPBC
Purchasing Analyst
mhahn@eugene-or.gov

II. INSTRUCTIONS TO PROPOSERS

1.0 STANDARD PROPOSAL FORM

- 1.1. Proposals shall be submitted with the Standard Proposal Form identical to the form provided by the City. The proposer shall make no alterations or additional stipulations on the Standard Proposal Form nor qualify the proposal in any other manner. Alteration of any part of the Standard Proposal Form content may cause the proposal to be considered non-responsive.
- 1.2. Complete sets of RFP documents shall be used in preparing proposals.

2.0 SUBMISSION

- 2.1 Proposers must [submit their proposals](#) through OregonBuys before the due date and time specified. Proposers who need assistance with OregonBuys can contact the Supplier Help Desk at support.oregonbuys@oregon.gov or 1-855-800-5046.
- 2.2 Proposer is responsible for submitting their proposal prior to the closing time and date. Late proposals will not be accepted. The City is not responsible for any delays caused by computer/software issues.
- 2.3 Proposals should be submitted as a single pdf compatible with adobe acrobat. The City will combine Proposals received as multiple files into a single pdf for evaluation and permanent retention.
- 2.4 Oral, telephonic, telegraphic, or faxed proposals are invalid and will not be considered. Emailed proposals may be considered if pre-approved by the Purchasing Analyst.

3.0 SOLICITATION CLARIFICATION & CHANGE REQUESTS

Prior to the deadline for submitting a protest, a prospective proposer may request that the City clarify any provision of the solicitation document. The City's clarification to a proposer, whether orally or in writing, does not change the solicitation document and is not binding on the City unless the City amends the solicitation document by addendum.

Any requests for clarification regarding any provision of the RFP shall be delivered to the City's Purchasing Analyst by email, in conformance with City Rule 137-047-0730(6), not later than eight (8) days prior to the RFP closing date and time.

Any requests for change of the requirements, specifications or sample contract shall be delivered to the City's Purchasing Analyst by email, not later than eight (8) days prior to the RFP closing date and time.

A request for change shall be marked "Contract Provision Request for Change" and include the solicitation number and title along with a statement of the requested change(s) to the contract terms and conditions, including any specifications, together with the reason for the requested change.

Contents of questions, clarifications, modifications, or substitutions shall include the following, as applicable:

- The solicitation number and title
- A reference to the page and item being addressed
- The reason and any proposed alterations

Proposals containing questions, clarifications, modifications, or substitutions included with the response and not submitted according to these instructions may be considered non-responsive.

4.0 SOLICITATION PROTESTS

A prospective proposer may protest the procurement process or the solicitation document for a contract solicited under ORS 279B.055, 279B.060 and 279B.085 as set forth in ORS 279B.405(2). Pursuant to ORS 279B.405(3), before seeking judicial review, a prospective Proposer must file a written protest with the City and exhaust all administrative remedies. Protests must be submitted in writing to the City's Purchasing Manager no less than seven (7) days prior to solicitation closing. The protest must be emailed to Eugene.Purchasing@ci.eugene.or.us, clearly identified as a protest and identifying the solicitation being protested. Faxed protests shall not be accepted.

The Purchasing Manager shall consider the protest if it is timely filed in accordance with City Rule 137-047-0730 and contains the following information: 1) sufficient information to identify the solicitation that is the subject of the protest; 2) the grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name; 3) evidence or supporting documentation that supports the grounds on which the protest is based; and 4) the relief sought; 5) a statement of the desired changes to the procurement process or the solicitation document that the prospective Offeror believes will remedy the conditions upon which the prospective Offeror based its protest. The Purchasing Manager shall issue a decision on the protest no fewer than three (3) business days before the solicitation closing, unless a written determination is made by the Purchasing Manager that the public interest requires a shorter time limit.

5.0 PROPOSAL MODIFICATIONS OR WITHDRAWAL

Proposals may be modified in writing prior to closing in accordance with City Rule 137-047-0440(1). Proposer shall submit any modification to its proposal in accordance with the requirements for submitting a proposal listed in II. INSTRUCTIONS TO PROPOSERS, 2.0 SUBMISSION.

Any modification must include proposer's statement that the modification amends and supersedes the prior proposal. Proposer shall mark the submitted modification as follows:

- a. Proposal Modification; and
- b. Solicitation Number and title

A Proposer may withdraw its Offer by written notice prior to closing in accordance with City Rule 137-047-0440(2).

6.0 ADDENDA AND INTERPRETATIONS

- 6.1 Statements by City staff or its representatives are not binding on City, unless confirmed by written addendum. Addenda will issue and proposers shall receive addenda per City Rule 137-047-0430, and as follows: City will not mail notice of addenda but will publish any addenda on OregonBuys. Addenda may be downloaded from OregonBuys. Proposers should frequently check OregonBuys until closing (i.e., at least once weekly until the week of closing, and at least once daily the week of the closing period).

- 6.2 Any written addendum issued which includes changes, corrections, additions, interpretations, or information, and issued in accordance with City Rule 137-047-0430(3) shall be binding upon the proposer.

7.0 NONDISCRIMINATION

Submittal of a proposal in response to this RFP evidences proposer's agreement that, in performing the work called for by this RFP and in securing and supplying materials, proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, sexual orientation, source of income, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.

8.0 PREPARATION OF PROPOSALS

Proposers are expected to examine the specifications, schedules and all instructions. The City is not liable for costs associated with preparation of proposals in response to this RFP.

9.0 EMPLOYEES NOT TO BENEFIT

No employee or elected official of the City shall be permitted to receive any share or part of the contract resulting from this RFP or any benefit that may arise therefrom.

10.0 CITY FURNISHED PROPERTY

No material, labor or facilities will be furnished by City unless otherwise provided for in this RFP.

11.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT

The City grants to any Oregon public governmental agencies and Greater Oregon Fleet Cooperative Procurement Group (GOFC) members authorization to establish contracts or price agreements under the terms, conditions and prices of any contract between the Awardee and the City resulting from this RFP.

12.0 RESERVED RIGHTS

The City reserves the right:

- A. To reject any proposal not in compliance with all prescribed public bidding procedures and requirements.
- B. To reject for good cause any or all proposals upon the City's written finding that it is in the public interest to do so.
- C. To reject any and all proposals not meeting or differing from the specifications set forth herein.
- D. To waive any or all informalities in the proposals submitted.
- E. To consider the competency and responsibility of proposers in making any awards.
- F. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with City Rule 137-046-0300.

- G. In the event any proposer or proposers to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the contract to another proposer or proposers.
- H. To extend the deadline for submitting proposals, in accordance with City Rule 137-047-0430(3).
- I. To negotiate additions or deletions to goods and services requested.

13.0 RECYCLABLE PRODUCTS

Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document, provided said recycled materials meet all applicable standards. Preference for such recycled materials shall be given pursuant to City Rule 137-046-0320.

14.0 CONSIDERATION OF PROPOSALS

- 14.1 Proposals will be opened publicly in a Microsoft Teams meeting at the due date and time indicated in the RFP or any extension thereof made by addendum.
- 14.2 The City intends to award contracts to the responsible proposers submitting the most advantageous proposals, based on evaluation factors contained in each proposal, provided the proposal has been submitted in accordance with the requirements of the RFP documents, and does not exceed the funds available.
- 14.3 The City shall provide written notice by email, regular mail or facsimile of the City's intent to award the contract. Award shall not be final until the later of the following:
 - a) Seven (7) calendar days after the date of the Notice of Intent to Award; or
 - b) City provides a written response to all timely filed protest, if any, that denies the protest and affirms the award.

Proposers may protest the intended contract award in accordance with City Rule 137-047-0740.

15.0 CONTRACT AWARD

Submittal of a proposal evidences proposer's intent to execute and be bound by the terms of the attached contract. The City will enter into contract negotiations as permitted by ORS 279B.060(8) and City Rules 137-047-0262 and 137-047-0600 regarding any open terms. During negotiations, the City may require any additional information it deems necessary to clarify proposer's approach and City's understanding of the requested goods or services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify the level of work and associated fees and costs that best represent the goods and services required.

16.0 MATERIAL PURCHASES

- 16.1 The price offered must be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished upon request. Packing and transportation expenses are the responsibility of the proposer. All prices proposed must be F.O.B. destination, freight prepaid and allowed, delivered and unloaded at delivery address listed.

16.2 Warranty information for all parts provided by supplier will be made available to the City of Eugene upon request.

16.3 The City shall give preference to materials and supplies manufactured from recycled materials when available at a cost no greater than five (5) percent above the cost of comparable products manufactured from virgin materials. Subsequent contract or purchase order award will be based on these criteria and may contain applicable standard contract provisions as required by law.

17.0 PUBLIC RECORDS

This RFP and one (1) copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the City of Eugene Purchasing Office and made a part of a file or record which shall be open to public inspection. If a proposal contains any information that is considered trade secret under ORS 192.345(2), each sheet of such information must be marked with the following;

“This data constitutes a trade secret under ORS 192.345(2) and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.345(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

The above restrictions may not include cost or price information which must be open to public inspection.

III. SUSTAINABILITY & SOCIAL EQUITY
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The City is interested in products and services that have a reduced impact on human health and the environment and that more fully support communities and economies when compared to competing products and services serving the same purpose. For more information regarding sustainability in procurement and related City policy and plans, please refer to the City's Sustainable Purchasing website at <http://www.eugene-or.gov/sustainpurch>. The awarded proposer will be expected to support the City's goals by implementing the following strategies where applicable.

1.0 WASTE REDUCTION

Pursuant to City Zero Waste efforts, the City aims to prevent waste where possible. In order to increase efficient use of resources, the awarded proposer shall adhere to the following items as applicable.

- 1.1 Unnecessary packaging for goods, beyond packaging compliance or practical safe shipping methods, shall be reduced. Proposer to ship goods utilizing one or more of the following methods:
 - a. Ship products in reusable, refillable, or returnable containers. For example, reusable trays or totes, which can be stored and returned;
 - b. Minimal packaging material used inside containers. This includes eliminating or reducing the amount of non-recyclable bubble wrap, foam pellets or other like material;
 - c. Eliminate non-essential parts of packaging, such as individual wrapping of components;
 - d. Use packaging made with recycled content, biodegradable, and/or non-toxic materials.
 - e. No point of purchase material or promotional literature.
- 1.2 The awarded proposer is to duplex all paper materials that are prepared for the City under the contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced.
- 1.3 Proposer is expected to prevent, reduce, recycle or otherwise divert waste generated from the provision of services procured by the City. City may request information about diversion tactics utilized and quantities of waste materials diverted.

2.0 IDLING REDUCTION

- 2.1 In the interest of reducing air and noise pollution and promoting energy conservation, all gasoline and diesel-powered vehicles and equipment shall be idled only as necessary to perform the required duties, including delivery, and for the essential function(s) of the equipment. A driver of a vehicle must turn off the engine upon stopping at the destination and must not cause or allow an engine to idle at any location for more than 20 seconds. This idling policy applies except in the following situations:
 - a. The health and safety of employees, sub-Proposers or public is compromised in turning off the vehicle.
 - b. The engine is required to power auxiliary equipment (e.g. hoist, lift platforms, hydraulic tools, inverters, compactors, medical equipment, specialized public safety radio communication and computer systems, etc.)

- c. Vehicle/equipment manufacturer requires additional idle time for warm up or cool down for efficient and proper mechanical or functional operation of the unit.

3.0 ENVIRONMENTALLY PREFERRED PRODUCTS

To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requests vendors under City contract use environmentally preferable products in production of City work products.

- 3.1 The awarded proposer should use environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this agreement. Environmentally preferable products and services have characteristics that include but are not limited to the following:
 - Energy Efficient
 - Reusable or upgradeable
 - Recyclable
 - Contain post-consumer recycled materials
 - Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal, and/or
 - Are certified by an independent accredited third-party program such as EcoLogo or ENERGY STAR.
- 3.2 The City desires the use of post-consumer recycled content, chlorine-free paper to encourage environmentally preferable practices for City business wherever practical in the fulfillment of the scope of work.

4.0 SOCIAL EQUITY

Economic prosperity through diversity and collaboration is fundamental to the **Equity in Contracting** program. Part of Eugene's City Council Vision states that we will "Encourage a strong, sustainable and vibrant economy, fully utilizing our educational and cultural assets, so that every person has an opportunity to achieve financial security." The program aims to **reduce barriers for local, small, minority and women-owned businesses** to leverage all that our community has to offer, strengthening the business community as a whole.

The City supports the utilization of Minority, Women, Emerging Small Businesses (M/W/ESB), local businesses, Disadvantaged Business Enterprises and Oregon Forward Contractors (OFC) at both a prime and subcontracting and/or supply chain level. The City encourages eligible suppliers to gain certification and encourages the awarded proposer to use the following voluntary practices to promote open and competitive opportunities for disadvantaged businesses in the fulfillment of the scope of work:

- a. Access lists of certified minority, women, emerging small business or disadvantaged business enterprises from the Certification Office of Business Inclusion and Diversity (COBID) by visiting their website at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp> to find certified businesses from whom to procure products or services.
- b. Visit the Oregon State Oregon Forward Program website at <http://ofp.dasapp.oregon.gov/> to search for Oregon Forward Program contractors from whom to procure products or services.

IV. ANTICIPATED PROPOSAL SCHEDULE

The following is the anticipated schedule for submission and review of proposals and award of the desired contract. This schedule is subject to change by the City in its sole discretion. **Any change to the proposal submittal deadline will be made by an addendum to the RFP.**

ACTIVITY	DATE
▪ Request for Proposals issued	July 9, 2026
▪ Deadline for requests for clarification or changes	July 29, 2026
▪ Deadline for submitting solicitation protest.....	July 30, 2026
▪ RFP CLOSING	August 6, 2026 @ 3:00pm
▪ Award Date.....	no later than August 31, 2026

The City reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The contract shall become effective upon execution by the City.

V. REQUIREMENTS / SPECIFICATIONS

INTRODUCTION

The City of Eugene intends to establish one or more five-year price agreements to supply vehicle and equipment parts to the City's Fleet Maintenance Division. Contract award will be to the proposer(s) supplying the most advantageous proposal(s), as determined by the evaluation team. This agreement is non-exclusive; therefore, the City may purchase from other sources as needed. Award may be made by item, group of items, or the entire proposal upon the City's determination that it is in the public interest to do so.

The City of Eugene Fleet consists of approximately 1500 pieces of equipment including, but not limited to, automobiles, light trucks and vans, heavy trucks and trailers, heavy equipment, fire and rescue equipment, motorcycles, and mowers.

Joint Cooperative Procurement – Public agencies that are current members of the Greater Oregon Fleet Cooperative Procurement Group (GOFC) may use the results of this solicitation in accordance with ORS 279A.210.

TERM OF AGREEMENT

This price agreement will be in effect for five (5) years from the date the contract is issued unless otherwise terminated.

PRICING CONDITIONS

All pricing and discounts shall be firm for the first year of the contract period. Proposers may submit proposed pricing and discount revisions to the Contract Manager thirty (30) days in advance of a proposed change. The Proposer must provide adequate documentation detailing the factors that require the change, including manufacturers' price lists, with any proposed increases. All changes must be approved by the City prior to taking effect.

QUALITY

All replacement parts furnished under this Contract shall be Original Equipment Manufacturer (OEM) quality and warranted by the manufacturer. By submitting a proposal, the Proposer represents that all parts offered under these specifications shall be new and non-installed. Parts supplied by the Proposer will meet or exceed the specification of the parts furnished originally from the Original Equipment Manufacturer (OEM) or equivalent. However, if the OEM has updated the specifications of the parts for current production, parts purchased after the change will meet or exceed the updated specification. In some cases, the City may specify that only OEM parts are to be used on applications including but not limited to; brakes, charging & starting systems and fuel pumps. In such instances, the Proposer will be required to furnish the manufacturer's OEM part(s).

The City of Eugene will approve new product lines or changes to product lines before they are used by the City. If more than one grade of product is available that meets the requirements of the category, the City may designate which grade will be used. The City may at any time refuse any particular product and require a specific substitute to be used. Rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances and carry no less than OEM warranty provisions. Use of rebuilt/remanufactured parts must be approved by the City prior to delivery. It will be the responsibility of the Proposer(s) to substantiate and justify any question regarding OEM or equivalent quality at the Proposer(s) own cost. The City may reject products that do not meet OEM standards.

DEFECTIVE PRODUCTS

Proposer warrants that the parts rendered pursuant to this Contract shall be of good materials and workmanship, free from defects, and shall conform to the specifications or OEMs. This warranty shall survive any inspection, delivery, acceptance, or payment by the City.

If any of the parts delivered fails to comply with any term of the Contract, Proposer shall promptly correct such discrepancy or replace such products at Proposer's expense following notice of such discrepancy from the City.

EMERGENCY DELIVERIES

The successful Proposer may be asked to open their place of business for emergency parts availability. This includes after the Proposer's normal business hours and holidays. Should an emergency situation arise, the Proposer may be asked to provide product delivery within a maximum of two (2) hours after notification of need. The Proposer may charge a reasonable service charge for such emergency deliveries.

DELIVERY REQUIREMENTS

Orders for parts will be placed by Fleet personnel, and all parts are to be delivered to the City's Fleet Services Building located at 1820 Roosevelt Blvd., Eugene, Oregon, between the hours of 7:00am – 5:00pm. The Proposer may be required to make multiple trips daily for deliveries. The Proposer should have an adequate supply of replacement parts in stock to provide same day delivery, if required, for standard parts ordered and overnight delivery, if required, for specialized parts.

Standard stock replacement orders fulfilled from local warehouses shall be delivered within 24 hours from receipt, unless Fleet is informed of back-order status at time of ordering.

Stock orders fulfilled from out of area warehouses should ship to Fleet Services within 1 business day of receipt of order, unless Fleet is informed of back-order status at time of ordering.

OBSOLETE/OVERSTOCKED PARTS

The successful Proposer may be required to buy back obsolete or overstocked parts which were purchased from the Proposer by the City, during the current contract period. The City will be issued credit at the actual invoiced amount on any such item(s) returned, less restocking charges where applicable.

CORES DISPOSAL/RECYCLING

All parts cores replaced from inventory will become the property of the Proposer and will be picked up on a routine basis and will be disposed of or recycled in accordance with local, State and Federal requirements.

I. PROPOSAL SUBMITTAL REQUIREMENTS

Proposals must be submitted in accordance with the submission requirements listed in Section II, Instructions to Proposers. Proposals must contain all of the information requested in the submittal category below. A completeness check will be conducted for each proposal. A complete submittal will make the proposer a 'responsive proposer' to be further evaluated for possible contract award.

Required Submittals:

- Standard Proposal Form
- Proposer Questionnaire
- References Form
- Product Category Pricing Worksheet

Evaluation Criteria

Evaluation of the written proposal (questionnaire) portion of the RFP will be based on a point system. The possible point values are listed by each evaluation category below. A committee will review the responses and assign points for each category. See SECTION VII. PROPOSAL EVALUATION PROCEDURES for a summary of the evaluation process.

Questionnaire Categories:

- Proposer Identity & Authorized Representatives (Not Scored)
- Ability to Sell and Deliver Parts (20 points)
- Order and Return processes (25 points)
- Offered Solutions (30 points)

Written Proposal Total Possible Points: 75

The agent responsible for the solicitation may contact proposers for clarification of proposals; however, no additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications. Proposer's responses to questions should restate the question and provide the clarification requested.

VII. PROPOSAL EVALUATION PROCEDURES

A. DETERMINING RESPONSIVENESS OF WRITTEN PROPOSALS

Each proposal submitted in response to this RFP that conforms in all material respects with the requirements set forth in the solicitation documents and all requirements of the Oregon Public Contracting Code and City of Eugene Public Contracting Regulations shall be deemed a “responsive proposal”. The City will notify any proposers who submitted a non-responsive proposal to inform them that it did not meet the requirements and will therefore not be considered for contract award.

B. EVALUATION OF WRITTEN PROPOSALS

The City will evaluate each responsive proposal according to the criteria described in this RFP on a point system.

Evaluation of all written proposals may result in the establishment of a competitive range from which the final selection will be made. As provided for in 137-047-0261, the City may award to the highest ranked proposer at any tier.

C. COMPETITIVE RANGE, DISCUSSIONS, & NEGOTIATIONS

Pursuant to 137-047-0262, the City may establish a competitive range after evaluating all responsive proposals in accordance with the evaluation criteria set forth in the RFP. After evaluation of all proposals in accordance with the criteria set forth in the RFP, the City may determine and rank the proposers in the competitive range.

After determination of the competitive range the City may either: provide written notice to all proposers of its intent to award the contract to the highest-ranked proposer in the competitive range; or engage in discussions with proposers in the competitive range and accept revised proposals from them and following such discussions and receipt and evaluation of revised proposals, conduct negotiations with the proposers in the competitive range.

Notice of Competitive Range. The City shall provide written notice to all proposers identifying proposers in the competitive range. The City provides an opportunity for proposers excluded from the competitive range to protest the City’s evaluation and determination of the competitive range in accordance with Rule 137-047-0720.

Competitive Range Discussions and Revised Proposals. The City may choose to enter into discussions with proposers in the competitive range as outlined in 137-047-0262(2).

D. SELECTION PROCESS AND NOTICE OF INTENT TO AWARD:

Notice of the intent to award will only be given to the competitive range proposers. Final award will depend upon the execution of an acceptable contract and delivery of performance bond and evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

Proposers in the competitive range may protest the City’s intent to award in accordance with Rule 137-047-0740.

VIII. FORMS TO SUBMIT WITH PROPOSAL

STANDARD PROPOSAL FORM

CITY OF EUGENE

Solicitation No. RFP 20272006

I, the undersigned, and authorized representative of _____
(Company Name)
certify the following:

Acknowledgement of terms, conditions and specifications

1. The Proposer represents that Proposer is properly licensed and adequately experienced, equipped, organized and financed to furnish and deliver the equipment specified and perform the services required.
2. The Proposer has carefully checked the figures entered in the form, has carefully reviewed for accuracy all statements in this proposal and attachments, and agrees that the City will not be responsible for any errors or omissions of the Proposer in preparing this proposal. The Proposer agrees that this proposal may not be revoked or withdrawn for ninety (90) calendar days after the date on which proposals are received.
3. Contract Execution; Insurance. The Proposer agrees that it will, within ten (10) calendar days of receiving a Contract from the City, execute and return it to the City with insurance documentation as required.
4. Addenda. The Proposer acknowledges that it has received the following addenda No(s): _____ and agrees that all addenda issued are a part of the contract documents and have been considered in preparing this proposal. (Proposer: insert the number of each addendum received; if no addenda were received, write "NONE" in the space.)

Compliance with Laws

Proposer hereby agrees to comply with all applicable Oregon public contracting code provisions, as more specifically described in the attached contract and associated Exhibit A.

Access to Plant or Place of Business

Proposer agrees that the City may enter a Proposer's or subcontractor's plant or place of business during normal business hours for the following purposes: inspect and/or test supplies or services for acceptance by the City pursuant to the terms of the contract and investigate the Proposer's minority business certification or other Proposer qualifications.

Cooperative Purchasing

The Proposer agrees _____disagrees_____ to extend the terms, conditions and prices of the original City of Eugene contract to any other governmental agency. Pursuant to ORS 279A.215, other governmental agencies may establish contracts or price agreements under the terms, conditions and prices of the original contract. Agency/agencies shall have the power and authority to contract directly with the successful vendor(s).

Certification of Nondiscrimination

Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

Noncollusion

The proposer certifies that the proposal has been arrived at by the proposer, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other proposer, proposer, or vendor on materials, supplies, equipment or services, described in the solicitation documents, designed to limit independent offers or competition. The contents of the proposal herein presented and made have not been communicated by the proposer or their employees or agents to any person, not an employee or agent of the proposer or its surety on any bond furnished with the solicitation and will not be communicated to any such person prior to the closing time of the solicitation.

We therefore offer the following equipment/service at the prices indicated hereon in fulfillment of the requirements and specifications contained within the solicitation documents and all addenda.

Company: _____ Date: _____
Signature: _____ Title: _____
Name (Print): _____ Phone: _____
Address: _____ Email: _____

Company contact for this project (if different from above):

Name: _____ Title: _____
Phone: _____ Email: _____

Requirement	Initials
Standard Proposal Form	
Proposer Questionnaire	
References Form	
Product Category Pricing Worksheet	

**PROPOSER QUESTIONNAIRE
RFP 20272006
FLEET PARTS PRICE AGREEMENTS**

General Instructions: The City of Eugene prefers a brief but thorough response to each question. Do not attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

1. Proposer Identity & Authorized Representatives (Not Scored)

- a. Legal Name of Proposer authorized to submit this Proposal:
- b. Proposer Primary Business Address:
- c. Specify the address of the centralized warehouse which supplies the primary business location listed above:
- d. Proposer website address:
- e. Proposer's primary contact (name, title, address, email & phone):
- f. Proposer's other contacts for this proposal, if any (name, title, address, email & phone)
- g. Number of years Proposer has been in business under the current ownership:

2. Ability to Sell and Deliver Parts (20 points)

- a. Please check the box(es) for which Proposer meets the requirements of the Scope of Services:

Proposer is fully capable of providing automotive parts: ☐ Yes ☐ No

Proposer is fully capable of providing medium-duty truck parts: ☐ Yes ☐ No

Proposer is fully capable of providing heavy-duty truck parts. ☐ Yes ☐ No

Proposer is fully capable of providing trailer and equipment parts. ☐ Yes ☐ No

- b. Describe Proposer's capability to deliver parts in a timely manner by providing the following information.
 - Can comply with the requirement to provide delivery of stock orders within 24 hours of receiving the initial order: ☐ Yes ☐ No
 - If 'No', specify the number of hours from receipt of order to delivery or the frequency of deliveries to Eugene.
 - Can comply with the requirement to ship orders from out of area warehouses within 1 business day of receipt: ☐ Yes ☐ No
 - Can comply with the requirement to provide delivery from local warehouse for emergency orders, as needed parts and after-hours needs, within 2 hours of receiving order: ☐ Yes ☐ No

- Please list the number of delivery drivers and vehicles that are used primarily for the delivery of parts throughout the day from the primary location listed.
- Normal delivery hours:
- Specify after-hours and holiday call-out fees for emergency parts availability:
 1. Specify after-hours fee per call-out: \$
 2. List days and times considered after-hours:
 3. Specify holiday fee per call-out: \$
 4. List days considered holidays:
 5. Describe the after-hours process and contact information:

3. Order and Return Processes (25 points)

- a. Describe the ordering process; including electronic ordering capabilities and access to inventory levels, if available.
- b. Describe your return process for defective or warranty parts.
- c. Obsolete or Overstocked Items
 Does the Proposer buy back obsolete or overstocked items? ☐ Yes ☐ No
 If Yes, describe Proposer's buyback program including restocking charges, if applicable.

4. Offered Solutions (30 points)

- a. Identify the vehicle makes for which your offered parts are considered OEM.
- b. Identify the vehicle engine types for which your products are manufactured (e.g. gasoline, diesel, hybrid, electric, etc)
- c. Indicate below if the listed types or classes of solutions are offered within your proposal. Provide additional comments, as necessary.

Category or Type	Offered	Comments
Automobile OEM Parts	☐ YES	
	☐ NO	
SUV OEM Parts	☐ YES	
	☐ NO	
Van OEM Parts	☐ YES	
	☐ NO	
Light Truck OEM Parts	☐ YES	
	☐ NO	
Class 3-8 Chassis and equipment OEM Parts	☐ YES	
	☐ NO	
Bus OEM Parts	☐ YES	
	☐ NO	

5. Pricing (not scored)

See Attachment A – Product Category Pricing Worksheet

REFERENCES FORM

RFP 20272006

PROPOSER'S BUSINESS NAME: _____

Company: _____	Contact Name: _____
Address: _____	City, State, Zip: _____
Phone Number: _____	Email: _____
Number of years doing business with this company: _____	
Services Provided: _____	

Company: _____	Contact Name: _____
Address: _____	City, State, Zip: _____
Phone Number: _____	Email: _____
Number of years doing business with this company: _____	
Services Provided: _____	

Company: _____	Contact Name: _____
Address: _____	City, State, Zip: _____
Phone Number: _____	Email: _____
Number of years doing business with this company: _____	
Services Provided: _____	

IX. SAMPLE CONTRACT

Public Works Maintenance Fleet Services

1820 Roosevelt Blvd.
Eugene, Oregon 97402

CITY OF EUGENE PRICE AGREEMENT

#XXXX-XXXX

Commodity: Vehicle and Equipment Parts

RFP: 20272006

Contractor:

Date Issued:

Contact:

Contract Period:

Phone:

From:

Email:

To:

FOB: Eugene Delivered

Payment Terms: Net 30 Days

1. Term. The length of this Contract is expected to be for five years effective upon issuance of this price agreement.

2. Cancellation. The Contract may be cancelled prior to the specified termination date by the City upon presentation of 30 days written notice.

3. Invoicing. All invoices must be emailed to AP@ci.eugene.or.us and must include the associated Purchase Order number. The invoice is due and payable within thirty (30) calendar days from the invoice date.

4. Ordering. This price agreement is issued as acceptance of the quote submitted by (Contractor) in accordance with RFP 20272006 which is hereby incorporated into this price agreement. Orders will be issued as products are required.

5. Price List. Contractor's response to RFP 20272006 Vehicle and Equipment Parts Price Agreements is attached to and incorporated as part of this price agreement. Price adjustments may be submitted on a yearly basis after the initial year the agreement is in effect. Contractor must provide adequate documentation to substantiate any request for price increase. Price increases must be approved by City prior to taking effect.

6. Warranty. All products supplied will have a manufacturer or Contractor warranty.

7. Delivery. Delivery of parts, materials, supplies, and core pickup will occur as stated in Contractor's response to RFP 20272006. All product will be delivered FOB Destination, Prepaid

and Allowed to City of Eugene Public Works Maintenance – Fleet Services, 1820 Roosevelt Blvd, Eugene, OR 97402.

8. Force Majeure. Neither City nor Contractor are responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by public health emergency, fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this contract. City may terminate this Contract upon written notice to Contractor after City reasonably determines that the delay or breach will likely prevent successful performance of the Contract.

9. Indemnification. Contractor shall indemnify and hold City, and its officers, agents, and employees harmless from and against all claims, actions, liabilities, costs including attorney fees, and other costs of defense, arising out of the acts, errors, or omissions, whether alleged or actual, of Contractor, its subcontractors, agents, and employees in performing or failing to perform the Services, failing to strictly comply with any provision of the Contract or any other actions or failures to act by Contractor and Contractor's employees, agents, and subcontractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City. or to City and Contractor jointly, and reimburse City for any loss, cost, damage, or expense including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action.

10. Insurance. Contractor shall have and maintain the insurance policies specified below. Each policy of insurance shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the services. The adequacy of all insurance policies for compliance with this Section 10 shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by the Contract shall be cause for immediate termination of the Contract by City.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon; and shall contain an endorsement entitling City to not less than 30 days prior written notice of any cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require that Contractor increase the coverage limits of all liability policies by the amount of the increase in the statutory limit.

10.1 Commercial General Liability—Contractor shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$3,000,000 for bodily injury, personal injury or property damage. Such policy shall have a contractual liability endorsement to cover Contractor's indemnification obligations under the Contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.

10.2 Automobile Liability—Contractor shall maintain an automobile liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence for

bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions. Coverage shall include both hired and non-owned auto liability.

10.3 Workers' Compensation Insurance—Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law. Contractor is a subject employer that will comply with ORS 656.017.

11. Exhibits. All exhibits listed below and not specifically mentioned elsewhere are incorporated as part of this agreement by reference herein.

12. Standard Contract Conditions, The City of Eugene's Standard Contract Provisions are attached to this price agreement as **Exhibit A** and are incorporated as part of this agreement.

13. Cooperative Procurement. Pursuant to ORS 279A.215, the [Contractor] agrees to extend identical prices and services under the same terms and conditions to all public agencies and members of the Greater Oregon Fleet Cooperative (GOFC), provided that such other agencies must enter into separate agreements with [Contractor]. Any other public agency or GOFC member utilizing the prices, terms, and conditions of this Agreement will not be deemed to be an agent of the City. In consideration of allowing cooperative procurements under this Agreement, any participating public agencies or GOFC member and [Contractor] agree to waive any rights either may have to make the City a party to any dispute between such public agency and [Contractor].

Jenny Haruyama
City Manager
City of Eugene

Contractor
Title
Business Name

Attachments: **Exhibit A** - City of Eugene Standard Contract Provisions
Exhibit B – Solicitation No. 20272006
Exhibit C - Contractor's Response to Solicitation
Exhibit D – Contractor's Product Category Pricing Worksheet

EXHIBIT A

CITY OF EUGENE - STANDARD CONTRACT PROVISIONS **Contracts Subject to ORS Chapter 279B** **Goods and Services including Personal Services** **OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements**

The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the Eugene Public Contracting Rules, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. The Contractor AND EVERY SUBCONTRACTOR shall include these provisions in every subcontract SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625 and Eugene Public Contracting Rule 137-046-0500(1))

- 1.1 Non-Discrimination Requirements. During the performance of this contract, the Contractor and each subcontractor agrees to comply with sections 4.613 to 4.655 of the Eugene Code, 1971, and as follows:
 - (a) The Contractor and each subcontractor will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.
 - (b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - (c) The Contractor and each subcontractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.
- 1.2 Reporting. The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with subsection 1.1 above.
- 1.3 Violations. If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of subsections 1.1 or 1.2, a determination thereof shall be made by the city manager. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of subsections 1.1 and 1.2. Such determination may further result in debarment of the Contractor in accordance with the adopted rules.
- 1.4 Failure to Comply. Failure to comply with any terms of subsections 1.1 and 1.2 above shall be a material breach of the contract.
- 1.5 Inclusion of Fair Employment Practices Provisions in Contracts with Subcontractors. The contractor shall include the provisions of subsections 1.1 through 1.4 above in contracts with subcontractors so that the provisions will be binding upon each subcontractor.
- 1.6 Contractor Defined. As used in this section 1, "contractor" means all persons, wherever situated, but excluding local, state or federal units of government or their officials, from whom the City purchases Goods and/or Services costing \$2,500 or more in any fiscal year.

2. ORS 279A.120 Nonresident Contractors.

- 2.1 As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.
- 2.2 If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.

3. ORS 279B.220 and Eugene Rule 137-046-0500(2) Conditions concerning payment, contributions, liens, withholding.
The Contractor shall:

- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

4. ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material. If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

5. ORS 279B.230 and Eugene Rule 137-046-0500(3) Condition concerning payment for medical care and providing workers' compensation.

- 5.1 Medical Care. The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- 5.2 Workers Compensation. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6. ORS 279B.235 and Eugene Rule 137-046-0500(4) Condition concerning hours of labor. The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

- 6.1 Personal Services Contracts. In the case of Personal Services Contracts, the employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 et seq. from receiving overtime.

- 6.2 Contracts for Services. In the case of contracts for services, persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement, in ORS 279B.020(1)(b)(B) to (G), or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

7. ORS 279B.240 Exclusion of recycled oils prohibited. Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

8. ORS 279A.110 Discrimination in subcontracting prohibited; remedies.

- 8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
- 8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

9. Eugene Rule 137-046-0500(5) Right to Audit Records.

- 9.1 Cost or Pricing Data. The Purchasing Agent may, at reasonable times and places, audit the books and records of any Person who has submitted cost or pricing data in connection with a contract to the extent that such books and records relate to such cost or pricing data. Any Person who receives a contract for which cost or pricing data are required, shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is authorized by the Purchasing Agent in writing.
- 9.2 Contract Audit. The Purchasing Agent shall be entitled to audit the books and records of the contractor or any subcontractor to the extent that the books and records relate to the performance of the contract. The contractor and each subcontractor shall maintain books and records for a period of three (3) years from the date of final payment under the contract or subcontract, as applicable, unless a shorter period is authorized by the Purchasing Agent in writing.

10. Eugene Rule 137-046-0500(6) Right to Inspect Plant.

- 10.1 Time for Inspection. The Purchasing Agent may, at reasonable times, inspect the part of the plant or place of business of the contractor or any subcontractor that is related to the performance of any contract awarded.
- 10.2 Contractual Provisions. The City may inspect supplies and Services at the contractor's or subcontractor's facility and perform tests to determine whether they conform to the contract requirements.
- 10.3 Procedures for Trial Use and Testing. The Purchasing Agent may establish operational procedures governing the testing and trial use of equipment, materials, and the application of resulting information and data to Specifications or Procurement.
- 10.4 Location. When an inspection is made in the plant or place of business of a contractor or subcontractor, such contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.
- 10.5 Time of Testing or Inspection. Inspection or testing of supplies and Services performed at the plant or place of business of any contractor or subcontractor shall be performed at reasonable times during normal business hours.
- 10.6 Inspection of Construction Projects. Onsite inspection of construction shall be performed in accordance with the provisions of the contract.

11. Eugene Rule 137-046-0500(7) Termination in the Public Interest.

- 11.1 Termination Provisions. The City may terminate the contract for any reason considered by the City to be in the public interest. Reasons for termination in the public interest include but are not limited to:
- (a) The contractor cannot complete the work for reasons beyond the control of either the contractor or the City;
 - (b) Necessary materials are not available;
 - (c) A lack of funds;
 - (d) A phenomenon of nature of catastrophic proportions or intensity;
 - (e) Executive orders of the President related to national defense;
 - (f) Congressional or state acts related to funding or changes in applicable laws; or
 - (g) The presence of other circumstances or conditions such that it is impracticable within a reasonable time to complete the work.
- 11.2 Payment When Contract Is Terminated. When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed under the contract, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed.
- 11.3 Payment for Construction Services. The City may provide in a contract for construction services, detailed provisions under which the contractor shall be entitled, as a matter of right, to compensation upon termination of the contract on account of any reason considered to be in the public interest.

12. Eugene Rule 137-046-0500(8) Governing Law; Jurisdiction

- 12.1 Governing Law. This contract shall be governed, construed, and enforced in accordance with the laws of the state of Oregon, unless otherwise approved by the City Attorney or designee.
- 12.2 Jurisdiction. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of Oregon for all purposes regarding the contract and further agrees and consents that venue of any action brought under the contract shall be exclusively in Lane County, Oregon, unless otherwise approved by the City Attorney or designee.

13. Eugene Rule 137-046-0500(9) Compliance with Tax Laws Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.

Exhibit B Solicitation RFP 20272006

SAMPLE

Exhibit C Contractor's Response to Solicitation

SAMPLE

Exhibit D Contractors Product Category Pricing Worksheet

SAMPLE