

**CITY OF YAKIMA/
YAKIMA COUNTY**



**REQUESTS FOR QUALIFICATIONS & PROPOSALS
NO. 11129-P**

**SNOW & ICE REMOVAL
CITY/COUNTY SIDEWALKS, STREETS AND PARKING LOTS**

**City of Yakima/Yakima County
Purchasing Division
129 North 2nd Street
Yakima, WA 98901**

509-575-6093

October 19, 2011

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NOTICE TO PROPOSERS
REQUEST FOR QUALIFICATIONS AND PROPOSALS
NO. 11129-P
FOR
CITY OF YAKIMA/YAKIMA COUNTY
SNOW AND ICE REMOVAL FOR CITY/COUNTY STREETS,
PARKING LOTS AND SIDEWALKS

The City of Yakima/Yakima County is accepting sealed proposals for furnishing all labor, equipment, and materials necessary to perform snow and ice removal work on City/County streets, parking lots and sidewalks, all in accordance with the specifications. Proposals will be received at the City Clerk's Office, 129 North 2nd Street, Yakima, WA 98901, until **2:00 p.m., Wednesday, October 18, 2011.**

The work consists of furnishing all or any equipment and labor deemed necessary, on call by the City/County Streets Division, to remove snow and ice hazards from City/County streets, parking lots and sidewalks. Because winter storms are unpredictable, the City/County will require several contractors to be "on call". The number and type of contractors used during any single storm will depend upon bid prices, prevailing snow and ice conditions, site characteristics, weather forecasts, etc. All factors noted will be considered on a storm-by-storm basis to determine which contractors are called. The ideal contractor has the equipment flexibility to perform under various conditions AND whose proposal is deemed to be the best value for the City/County. The contract may be extended for an additional four (4) years and will not exceed five (5) years total, per the terms and conditions of the Service Agreement. Clearing of snow shall be in accordance with the Specifications and Instructions, which will be part of the proposal documents. Some parking lots and sidewalks may have had additional deposits of snow or ice placed upon them by City/County/Contractor snowplows during street snow removal operations.

The City of Yakima/Yakima County reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities. Sets of contract documents, including specifications, may be obtained at the City of Yakima Purchasing Division, 129 North 2nd Street, Yakima, WA 98901, by calling 509-575-6093, or at the City website WWW.CI.YAKIMA.WA.US.

Dated this 5th day of October 2011.

(Seal)

Christina Payer
Purchasing Assistant

Publish on October 5th and October 6th, 2011.
Account No. 10949

INSTRUCTIONS TO PROPOSERS

Project: Snow and Ice Removal, City/County Streets,
Parking Lots and Sidewalks

Proposal Number: 11129-P

Proposal Contact: City of Yakima/Yakima County
Christina Payer, Purchasing Assistant
129 N. 2nd Street
Yakima, WA 98901
509-575-6093

City Representative: Wayne Deason, Street Supervisor
Public Works Department
2301 Fruitvale Boulevard
Yakima, WA 98901
509-576-6437

I. General/Special Instructions

1. Scope of Work-City

The work consists of furnishing any equipment and labor deemed necessary, on call by the City Streets Division, to remove snow and ice hazards from City streets, parking lots and sidewalks per the terms of a Contract for Snow and Ice Removal (attached). Clearing of snow shall occur in accordance with the City of Yakima Winter Operation Plan. Some parking lots and sidewalks may have had additional deposits of snow or ice placed upon them by City/Contractor snowplows during street snow removal operations. Only those sidewalks specified by the Streets Division will be cleared as a part of this contract; it is the responsibility of the adjacent resident(s) to clear sidewalks of free-falling snow. The lots to be contracted for clearing are included, but not limited to:

	<u>Location</u>	<u>Contact Person</u>	<u>Phone #</u>
1)	Police Department	Martin Cueva-Ramirez	728-6289
2)	City Hall	Joe Caruso	575-6257
3)	Transit Center	Ken Mehin	576-6422
4)	Convention Center	Connie Upton	575-3010
5)	Waste Water Collections	Martin Biehl	594-8388
6)	CBD Parking Lots	Pete Hobbs	575-6082
7)	Senior Center	Traci Bennett	575-6166
8)	Parks	Ken Wilkinson	576-6416

2. Scope of Work-County

County Streets will maintain lots and will be utilizing this roster on an emergency backup basis only (when snowfall is too heavy for County Streets to manage).

3. Term & Pricing

The period of this contract shall be for a period of one year from its effective date. The City/County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City/County provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the bid. Pricing changes shall be negotiated by and agreed to by both parties and may not exceed the National CPI-U as published by the Department of Commerce.

4. Qualification of Proposer/Submittals Required

The City/County may make such pre-award survey as it deems necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish to the City/County all such information and data as is reasonably required for this purpose. The City/County reserves the right to disqualify any bid if the evidence resulting from the City/County's investigation shows, in the opinion of the City/County, that the Proposer is not properly qualified to perform the work described herein

a. The Proposer shall submit, along with his Proposal, a list of current and prior contracts for similar work, and the names of individuals within the organization issuing the contract who may be contacted for performance information.

b. The Proposer shall submit a list of equipment that will be made available to accomplish the work and shall be prepared to have equipment inspected and approved by the City/County's Representative.

5. Governing Laws and Regulations

Each Proposer shall inform himself of, and the Proposer awarded a contract shall comply with Federal, State and local laws, statutes, and ordinances relative to the execution of the work as is further described in this proposal document.

6. Contractors Liability Insurance

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

<u>Commercial General Liability:</u>		
Combined Single Limit:	\$1,000,000	Per Occurrence
	\$2,000,000	Annual Aggregate

The City of Yakima/Yakima County, its agents, elected and appointed officials, volunteers and employees are to be listed as additional insured's under the policies.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

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

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

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

7. Preparation of Proposals

Fill in all blanks on the Proposal Forms. Failure to do so may result in the proposal being disqualified. All entries shall be made in ink or typed on the forms bound herein. Bids entered on forms when phraseology has been altered or where the documents have been otherwise altered will not be accepted.

Sign the proposal in the blank space provided therefore. If Proposer is a corporation, the legal name of the corporation shall be set forth, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Proposer is a partnership, the true name of the firm shall be set forth, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City/County prior to opening of proposals or submitted with the proposal, otherwise the proposal will be regarded as not properly authorized.

8. Deadline for delivery of qualification packets/proposals

One original Qualification Packet/Proposal shall be submitted to and date stamped by the City Clerk's Office:

City of Yakima
Clerks Office
129 No. 2nd St.
Yakima, WA 98901

Qualification Packets/Proposals must be received and stamped in by 2:00 p.m. on Wednesday, October 19, 2011, in a sealed package labeled *RFQP No. 11129-P Snow Removal*, with the date and time of proposal opening written on the face of it.

If you plan on attending the proposal opening, DO NOT BRING YOUR PROPOSAL WITH YOU INTO THE OPENING ROOM. It must be received and date stamped by the Clerk's Office.

QUALIFICATION PACKETS RECEIVED AFTER 2:00 P.M. PST, Wednesday, October 19, 2011 WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED. Qualification Packets, which do not include all requested information and required documentation, may be considered non-responsive.

Faxed or e-mailed proposals will not be accepted.

9. Award of Contract

The award will be made by the City/County to the lowest responsive and responsible Proposer(s). The City/County reserves the right to accept or reject any or all proposals, and to waive any informalities and irregularities in the proposals. The number and types of contractors used during any single storm will depend upon bid prices, prevailing snow and ice conditions, site characteristics, weather forecasts, etc. All factors noted will be considered on a storm-by-storm basis to determine which contractors are called. The ideal contractor has the equipment flexibility to perform under various conditions AND who submits the lowest responsible bid.

10. Execution of Contract for Snow and Ice Removal

Within fifteen (15) days of the Notice of Award, Proposer shall sign and deliver to the City the Contract for Snow and Ice Removal bound herein together with the properly executed Certificate of Insurance.

II. Technical Specifications

2011 – 2012

Contract Graders/Plows Snow Removal Operations Specifications and Instructions

1. Do not plow arterials (main streets) unless specifically instructed by City of Yakima/County. City/County crews plow arterials.
2. Plow your assigned area by priority as instructed. See attached priority list.
3. Plow your assigned area in blocks or sub-areas. Complete a 6 to 10 block section, and then move to another area (block or sub-area). Start at a logical place in the area and proceed in a logical direction to completely clear all snow from the area. Do not jump or skip around in your area.
4. Snow must be cleared from curb to curb. Where there is no curb, clear snow to the outside of the shoulder. In most cases, this will require 3 or more passes. Snow should be cleared as close to parked vehicles as possible without causing any property damage.
5. Do not leave windrows or loose snow in or near intersections. All intersections, particularly on arterials, are to be completely cleared of snow.
6. You are required to plow 24 hours a day unless otherwise instructed. You are required to notify the City of Yakima/Yakima County concerning any down time. This includes cutting edges, operator changes, meals, etc. Please contact the street supervisor or the appropriate inspector regarding down time.
7. You will be given an area map each time you are requested to plow an area. You are required to keep the map current by marking all of the streets that have been cleared. The street supervisor or inspector will review the map in the field.
8. All operators will be required to carry a communication device (cell phone or pager) so the street supervisor or inspector will be able to contact them when necessary.
9. Operators are to plow snow in such a manner as to minimize snow being placed on to sidewalks, blocking driveways and mailboxes. The use of snow gates is encouraged.

Street Supervisor office number (24 Hour Message) 576-6437

2011 – 2012

Contractual Expectations

PRIORITIES

Flow your area by priority as instructed:

Priority 1	Arterials and CBD	City of Yakima Crew
Priority 2	Secondary/Collectors	City of Yakima Crew
Priority 3	Hospitals	Contractor Priority 1
Priority 4	Hills/Cautions Areas	Contractor Priority 2
Priority 5	Schools	Contractor Priority 3
Priority 6	Transit Routes	Contractor Priority 4

CONTRACTOR QUALIFICATION STATEMENT

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

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

Telephone: _____

II. Number of years Contractor has been engaged in business: _____

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

IV. Contractor must have at least three (3) years experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last three (3) years:

1. Location and for whom performed:

Phone _____ Contact Person _____

2. Location and for whom performed:

Phone _____ Contact Person _____

3. Location and for whom performed:

Phone _____ Contact Person _____

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all contractors or business entities that contract with the City for the award of any City contract for public works in excess of Five Thousand Dollars (\$5,000), or any other city contract in excess of Two Thousand Five Hundred Dollars (\$2,500), enroll in the E-Verify program or its successor, and thereafter to verify its employees' proof of citizenship and authorization to work in the United States.

E-Verify will be used for newly hired employees during the term of the contract ONLY: it is NOT to be used for existing employees.

The Contractor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable subcontractor. The contractor shall sign and return with their bid response the E-Verify Declaration below. Failure to do so may be cause for rejection of bid.

E-VERIFY COMPLIANCE DECLARATION

The undersigned declares, under penalty of perjury under the laws of Washington State that:

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
2. I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.
3. I certify that I am duly authorized to sign this declaration on behalf of my company.
4. I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: _____

Dated this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Phone #: _____ Email Address: _____

PROPOSAL COST SHEETS

We hereby enter our Proposal for the City of Yakima's requirements for City Street, Parking Lots and Sidewalk Snow and Ice Removal. Attach additional sheets if necessary.

Equipment	Year/ Make/ Model	HP	Blade Width	Cu. Yds. Box/ Bucket	Does each operator have a cell phone available while removing snow?	Does Unit have rotating beacons, chains and running lights?	\$ per Hour
					YES/NO	YES/NO	
Tractor/ Trailer Trucks							\$ _____
							\$ _____
							\$ _____
							\$ _____
Tandem Dump Trucks							\$ _____
							\$ _____
							\$ _____
							\$ _____
Single Axle Dump Trucks							\$ _____
							\$ _____
							\$ _____
							\$ _____

Equipment	Year/ Make/ Model	HP	Blade Width	Cu. Yds. Box/ Bucket	Does each operator have a cell phone available while removing snow? YES/NO	Does Unit have rotating beacons, chains and running lights? YES/NO	\$ per Hour
Calibrated Tailgate Spreaders							\$ _____
Non- Calibrated Tailgate Spreaders							\$ _____
Wheel Loaders							\$ _____
							\$ _____
							\$ _____
Motor Graders, Articulating							\$ _____
							\$ _____
							\$ _____
Motor Graders, Non- Articu- lating							\$ _____
							\$ _____
							\$ _____
							\$ _____

Equipment	Year/ Make/ Model	HP	Blade Width	Cu. Yds. Box/ Bucket	Does each operator have a cell phone available while removing snow? YES/NO	Does Unit have rotating beacons, chains and running lights? YES/NO	\$ per Hour
Machine- Driven Snow- blowers (tractors, bobcats, pick-up trucks,etc.)							\$ _____
							\$ _____
							\$ _____
							\$ _____
Pick-ups with Snow- plows							\$ _____
							\$ _____
							\$ _____
							\$ _____
Walk- Behind Snow- Blowers (8 HP or greater)							\$ _____
							\$ _____
							\$ _____
							\$ _____

Equipment	Year/ Make/ Model	HP	Blade Width	Cu. Yds. Box/ Bucket	Does each operator have a cell phone available while removing snow? YES/NO	Does Unit have rotating beacons, chains and running lights? YES/NO	\$ per Hour
Other Equipment (holders, trackless, Bombar- dier, etc.)							\$ _____
							\$ _____
							\$ _____
							\$ _____
Labor rate for hand shoveling and application of de-icer (per hour)							\$ _____

Firm Name: _____

NON-COLLUSION DECLARATION

I, by signing the bid proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.
2. That by signing the signature page of this bid proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET
Bid No. 11129-P

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

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____% net

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

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Firm Name

Address

Sign Name

Print Name

Date Signed

Phone Number

Fax Number

E-Mail Address

PROPOSAL MUST BE SIGNED 

PROPOSER'S CHECK LIST

The proposer's attention is especially called to the following forms which must be executed as required, and submitted with their bid:

B. Proposal Cost Sheet

The equipment information fields and cost per hour must be shown in the spaces provided (Pages 13-16).

C. Proposal Signature Sheet

To be filled out and signed by the proposer (Page 18).

E. Contractor Qualification Statement

To be filled out by the bidder (Page 10-11).

F. E-Verify Declaration

To be filled out by the proposer (Page 12).

G. Personnel Inventory Form

To be filled out by the proposer (Page 31).

The following forms are to be executed after the contract is awarded:

A. Contract

This agreement to be executed by the successful proposer (Page 21-25).

B. Certificate of insurance

Refer to attached Sample Certificate of Insurance and Additional Insured Endorsement (Pages 32-33).

SAMPLE

NOTICE OF AWARD

TO:

**RE: City of Yakima/Yakima County Snow and Ice Removal, City Streets,
Parking Lots and Sidewalks, Bid No. 11129-P**

Dear :

The City of Yakima/Yakima County has considered your Proposal for referenced work in response to the Request for Proposals.

You are hereby notified that your Proposal has been accepted for items and prices stated in the Proposal Schedule. Please sign both copies of the attached Services Agreement and return them to me within 15 calendar days. One fully executed copy will be returned to you after the City Manager signs it.

You are also required to have your insurance company issue a Certificate of Insurance per the attached limits of liability. I have attached a sample for their reference. Please make sure it is filled out exactly like the sample or it will be returned to you and will have to be re-issued.

The City/County cannot hire you under this contract until the Certificate of Insurance has been received and the Agreement has been signed and returned and, of course, until it snows!

Sincerely,

Christina Payer
Purchasing Assistant

SAMPLE CONTRACT FOR SNOW AND ICE REMOVAL
(Separate contracts will need to be executed for City & County after award)

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF YAKIMA, WASHINGTON, a Municipal Corporation. Hereinafter referred to as the "City" and _____, hereinafter referred to as "Service Provider."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Services to be performed. This Contract shall constitute the basic agreement between the parties for removal of snow and ice from streets, parking lots and sidewalks, located within the City of Yakima from designated properties in accordance with the Specifications and Instructions by this reference made a part hereof. The conditions set forth herein shall apply to all services performed by the Contractor on behalf of the City. The City shall notify Contractor verbally of services to be performed. Such notification shall include the location of such services and any other special circumstances relating to the services. If the Contractor cannot be reached for notification, the City may elect to have the services performed by others. Nothing within this Contract shall obligate the City to have any particular service performed by the Contractor.

After completing the work described in any one notice, the Contractor shall so notify the Streets and Traffic Manager by calling 509-576-6437.

If, upon arrival at the work, the Contractor finds that any or all of the work assigned has been or is being accomplished by others, the Contractor shall leave the location and immediately notify the Streets and Traffic Manager by calling 509-576-6437.

2. Time to Report. The contractor shall be at the designated location within one hour of receiving the call from the City to report.

3. Changes in the Work. The City may, at any time during the term of a particular work assignment and without invalidating the Contract, make changes within the general scope of the particular work assignment and the Contractor agrees to perform such changed work.

4. Materials, Equipment and Labor. The Contractor undertakes and agrees to furnish and pay for all materials, supplies, labor, transportation, equipment, tools, services and supervision necessary to perform any services hereunder.

5. Contract Term & Pricing. The period of this contract shall be for a period of one year from its effective date. The City/County may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving

thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City/County provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the bid. Pricing changes shall be negotiated by and agreed to by both parties and may not exceed the National CPI-U as published by the Department of Commerce.

6. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

7. Termination.

(A) The City shall have the right to terminate this Contract as to any work assignment for default should the City determine that the Contractor is failing to prosecute the work in a manner which will assure timely completion or that the Contractor is not performing any of the provisions of this Contract or the notification.

(B) The City shall have the right to terminate this Contract for default, barring the Contractor from further participation in the Snow and Ice Hazard Removal Program, should the City determine that the Contractor repeatedly fails to complete the work within the time required or otherwise fails to perform the work in accordance with the provisions of this Contract.

(C) If the City terminates for default, the City shall not be liable for any further payments to the Contractor whatsoever, and the Contractor shall be liable for any costs to the City as a result of the termination. The City's rights herein shall be in addition to any other remedies it may have under the law.

(D) Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

8. Payments.

(A) The City agrees to pay and the Contractor agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in the performance of the work under the notification in accordance with the prices stated within the Proposal Schedule by this reference made a part hereof.

(B) Within thirty (30) days after the final acceptance of the work, the Streets and Traffic Manager will certify the total work done and the amount due and payment will be completed. Payment shall be made by the City only upon completion of the work by the Contractor in a satisfactory manner.

9. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

10. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

11. Warranty

(A) Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.

(B) Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable trade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.

(C) Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, against defects and nonconformances in design, materials and workmanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.

12. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

13. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

14. Binding Effect. This writing, together with the proposal hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

15. Indemnity/Insurance.

(A) The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance or any service hereunder.

(B) The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

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

Commercial General Liability:

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

The City of Yakima/Yakima County, its agents, elected and appointed officials, volunteers and employees are to be listed as additional insured's under the policies.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

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

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

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

16. Entire Agreement. This Contract, the Request for Qualifications & Proposals, Scope of Work, conditions, addenda and modifications and the Contractor's proposal (to the extent consistent with City of Yakima's documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Agreement, in that order

respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, Washington, 98901, and are hereby incorporated by reference into this Agreement.

17. Law/Severability. The laws of the State of Washington govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

By: _____
Donald B. Cooper, City Manager

(name of business)

Date: _____

Date: _____

By: _____

Print Name

**CITY OF YAKIMA
GENERAL PROVISIONS
(A PART OF ALL CONTRACT DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

1. Laws and Regulations

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. Acceptance

The City reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.
All bids/quotes must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

3. Bid/Quote Submittals

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

4. Change Orders

Change Orders for material or services will be without effect unless issued and authorized in writing by the Purchasing Manager.

5. Quality Standards

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. The City of Yakima will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

6. Delivery

Time is of the essence and this order is subject to cancellation by the City of Yakima for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City. The acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the City grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the City as a separate item on the invoice for said charges. It is also agreed the City reserves the right, at its sole option, to refuse COD Shipments.

7. Identification

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

8. Payment

Vendor is to submit properly completed invoice(s) and mail to: *City of Yakima, Accounts Payable, 129 No. 2nd St., Yakima, WA 98901*

To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

9. Risk of Loss

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the City, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

10. Force Majeure

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

11. Rejection

All goods and any services purchased in this order are subject to approval by the City. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the City or returned, will be at Vendor's risk and expense.

12. Approximate Quantity

The quantities listed are the City's current approximate requirements. The City of Yakima will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

13. Cooperative Purchasing

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

14. Samples

Samples of items, when required, must be furnished free of expense to the City, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

15. Inspection

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

16. Hazardous Materials

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the City with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

17. Public Disclosure

Proposals shall become the property of the City. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, the City will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. The City will consider a Vendor's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

18. Warranties

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

19. Re-Award

When the contract is terminated by the vendor upon 30 days notice as herein provided, the City, pursuant to City ordinance, may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible bidder.

20. Errors and Omissions

The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

21. Late Receipt of Bid/Quote Documents

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

22. Licenses

If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

23. Delivery of Unapproved Substitutions

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the City reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the City regardless of the time elapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the City mailing list for a period of up to three (3) years.

24. "No Bids"

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to the City of Yakima Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date and time written on the face of the envelope. It is the City's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

25. Non-Collusion

The Bidder represents, by the submission of the Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

26. Evaluation of Bid/Quote

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

27. Taxes

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The City is exempt from Federal Excise Tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

28. Non-Discrimination

During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

29. The Americans with Disabilities Act.

With regard to the services to be performed pursuant to this Agreement, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

30. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

31. Termination - Convenience

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

32. Termination - Cause

The City reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the City may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

33. Delay of an Award

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

34. Venue

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the City of Yakima. This Agreement shall be governed by the laws of the State of Washington.

35. Defense and Indemnity Agreement

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

36. Permits

The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by the City of Yakima. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

37. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

38. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

39. Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

40. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the vendor is submitting a formal protest. The protest shall be filed with the City of Yakima's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sownby@ci.yakima.wa.us. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. **Protests before award** shall be filed five (5) days before the solicitation due date, and **protests after the award** shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

Step I Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

Step II If unresolved, within three (3) business days after receipt, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III If still unresolved, within three (3) business days after receipt, the protest may be appealed to the City Manager (or his designee) by the Department Head. The City Manager shall make a determination in writing to the vendor.

Grounds for Protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation or City Policy.

Protest Determination

Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the City to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Purchasing shall announce the successful bidder via City Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested vendors, Purchasing is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the City determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the City.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The City retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

41. Proprietary Material Submitted

Any information contained in the bid/RFP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

Personnel Inventory Form

* To Accompany Bid Proposal *

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

Are you a certified DBE or WMBE?: YES___ NO___. If yes, what is your certification number?

**Contractor's Entire Work Force - if you need additional space,
photocopy this section and attach it to this form.**

Occupation	Total Employed		Total Minorities		African American		Asian or Pacific Islander		Native American		Hispanic or Latino		Apprentice Trainee	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officers														
Foremen														
Clerical														
Totals:														

Goals for minorities and women employees in the contractor's and subcontractor's workforce are 10% combined. Contractors and subcontractors do not have to fire or lay off employees to meet these goals, however, if new employees are hired, it shall be an obligation to make a good faith effort to hire qualified minorities and women.

COMMERCIAL GENERAL LIABILITY

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured's.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.