



City of Yakima And Yakima County

Documents & Specifications
For
Joint Request for Proposal No. 11401-P

Miscellaneous Office Furniture



PROPOSALS MUST BE RECEIVED BY:

2:00 p.m. on May 15, 2014

PLEASE MARK YOUR SUBMITTAL "PROPOSAL 11401-P" AND SEND IT TO:

City Clerk's Office, City Hall
129 North 2nd Street
Yakima, WA 98901

The City/County reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City/County.

April 16, 2014

**Notice to Proposers
Request for Proposals (RFP)
No. 11401-P**

Notice is hereby given by the undersigned that sealed Requests for Proposals will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00 PM, May 15, 2014**. At such time, all Respondents names will be publicly read and proposals received will be opened and accepted for consideration for:

As-Needed Miscellaneous Office Furniture for City of Yakima and Yakima County

Request for Proposal Packets are available in the office of the Purchasing Manager, City Hall, 129 N 2nd Street, Yakima, Washington, 98901. 509-575-6093. Packets are also available on the City/County Purchasing Webpage at www.yakimawa.gov/services/purchasing/.

The City of Yakima/Yakima County reserves the right to reject any and all Proposals. Minority Proposers are encouraged to apply.

Dated this 16th day of April, 2014.

(Seal)

Maria Mayhue, CPPO
Purchasing Senior Buyer

Publish on: April 16th & 17th, 2014

**CITY OF YAKIMA/YAKIMA COUNTY
JOINT REQUEST FOR PROPOSALS NO. 11401-P
AS-NEEDED MISCELLANEOUS OFFICE FURNITURE**

1. GENERAL/ADMINISTRATIVE INFORMATION

A. ISSUED BY:

This Request for Proposals (RFP) is issued by Yakima City/County Purchasing Division, hereinafter referred to as the “City/County.”

B. INTENT:

It is the intent of these specifications to describe office furniture, design, and install services for Yakima City/County in sufficient detail to secure competitive proposals. All parts that are necessary in order to provide a complete unit, ready for operation, shall be included in the proposal and shall conform in function and quality of workmanship to that which is usually provided by the trade in general. Any variance from the specifications must be clearly pointed out in writing by the Proposer.

C. OVERVIEW:

This RFP contains the instructions governing the Proposals to be submitted and the materials to be included therein; mandatory requirements, which anyone wishing to submit a proposal (hereinafter referred to as “Proposer” or, after a Proposer is selected by the City/County, the “Contractor”), must meet to be eligible for consideration and other requirements to be met by a Proposer.

This RFP contains eight sections of information and requirements governing the process by which a Proposer(s) will be selected for a contract. The eight sections of information and requirements for the RFP are as follows:

1. General/Administrative Information
 2. Special Instructions/Requirements
 3. Purpose/Proposal Instructions
 4. FTA Compliance/DBE Requirements (City of Yakima only)
 5. Scope and Contract Information
 6. Evaluation Procedure, Criteria, and Award of Contract
 7. Proposal Submittal Requirements
 8. Proposal Format
- ATTACHMENT A – Price Proposal, Non-Collusion Declaration, Signature Sheet
 - ATTACHMENT B - Sample Agreement
 - ATTACHMENT C – General Provisions
 - ATTACHMENT D – Sample Certificate of Insurance
 - ATTACHMENT E - Combined Intent/Affidavit form for prevailing wages (City only)

D. RESERVATION:

The City/County reserves the right to award the contract(s) to the Proposer(s) that it deems to offer the best overall proposal in its sole discretion. The City/County reserves the right to revise the RFP schedule, to revise the RFP and/or to issue amendments to the RFP. The City/County also reserves the right to cancel or to reissue the RFP, in whole or in part, prior to the execution of a contract. The City/County also reserves the right to refrain from contracting with any and all applicants. The release of the RFP does not compel the City/County to enter into any contract pursuant to the RFP.

The City/County reserves the right to correct obvious ambiguities and errors in the Proposer’s submittal and to waive non-material irregularities and/or omissions.

E. RIGHT TO REJECT/ACCEPT:

The City/County reserves the right to reject any or all proposals or accept any presented, which meet or exceed these specifications, and which would be in the best interest of the City/County and will not necessarily be bound to accept the low bid proposal. The City/County may make a multiple award of this contract.

2. SPECIAL INSTRUCTIONS/REQUIREMENTS

A. BEST MODERN PRACTICES:

All work, including design, shall be performed and completed in accordance with the best modern practices. Further, no detail, necessary for safe and regular operation, shall be omitted, although specific mention thereof may not be made in these specifications.

B. NEW AND UNUSED:

All equipment, parts and material shall be new, unused, manufacturer's latest model and in current production. All materials shall have physical and chemical properties to withstand the intended service. Equipment design shall have sufficient excess capacity for durability and safety.

C. GUARANTEE/WARRANTY:

Proposer shall state terms and conditions of guarantee/warranty. Each unit shall carry full factory and/or manufacturer's warranty.

Contractor shall warrant that all services performed by Contractor will be of professional quality, conforming to generally acceptable industry practices. Any services provided by Contractor which are reasonably determined by the City/County to be of less than professional quality will be corrected by Contractor without charge, such correction limited to rework of the unsatisfactory product without change to the original duties.

Contractor shall diligently and promptly investigate and cure any non-conformance with the specifications contained in the published specifications.

D. INSURANCE: CONTRACTOR'S LIABILITY INSURANCE:

The Contractor shall obtain and maintain, in full force and effect during the term of the contract, commercial general liability and professional 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 and Professional Liability:

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

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

The Contractor will provide a Certificate of Insurance to the City/County as evidence of coverage. The insured will provide the City/County with a 30-day notice of cancellation in the event coverage is cancelled during the term of this Contract. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The Contractor shall also maintain worker's 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.

E. TERM:

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 proposal.

F. 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.

G. TERMINATION - CAUSE:

The City/County 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/County 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/County may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

H. QUANTITIES/TIMING OF PURCHASE:

The City/County may purchase miscellaneous office furniture, design, and install services included in the proposal on an as-needed basis and at unspecified intervals and quantities over the next five years.

I. DELIVERY:

Each Proposer is required to list on the proposal and/or Proposal Form the number of calendar days he/she expects delivery to be made at the destination, in terms of time interval, following placement of order. Time of delivery is important and will be considered in the evaluation of the proposals. Failure to include a specific number of calendar days may be sufficient grounds for rejection of proposal.

J. INVOICES/PAYMENTS:

Contractor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice should cite purchase order number, proposal number (11401-P), quantities, the unit price and the total charge. The invoice should also include name of the person and division ordering and any applicable discount terms and include the Contractor's name and return remittance address.

Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product, (b) properly completed invoice, and (c) all papers required to be delivered with the product.

K. PACKING SLIPS:

Contractor shall provide, at time of delivery, a packing slip that includes Purchase Order Number, description, quantity, Manufacturer's list price, City/County's price, and information regarding partial or back orders.

L. PAYMENT ADVANCES NOT ALLOWED:

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Contractors are paid after services and products are delivered and accepted.

M. RATES AND PRICES:

Pricing shall be prepared with the following terms. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of proposal or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer.

Requests for Rate Increases must be delivered to the City/County Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the City/County. Any invoice that is sent to the City/County with pricing above that specified by the City/County in writing within this Contract or specified within an official written change issued by City/County Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City/County would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

1. Discount from Manufacturer List Pricing: For all contract items that are priced as a discount below Manufacturer List prices, there shall be no changes to the discount rate throughout the life of the contract. As manufacturer list prices change, the net price to the City/County will automatically change in the same percentage as the discount rate to the City/County.
 - The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Proposer's documentation. A link to the CPI Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
 - The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
 - Should not deviate from the original contract pricing scheme/methodology
2. Price Decreases: During the contract period and any renewals thereof, any price declines at manufacturer's level shall be reflected in a reduction of the contract price to the City/County, retroactive to the date they were effective to the Contractor.

N. INTERLOCAL 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.

O. SERVICES PROVIDED BY DIFFERENT CONTRACTOR:

Should the Contractor be unable to or refuse to provide services, on any given day, against this predetermined schedule to which the Contractor has agreed and the City/County is forced to hire out services from a different contractor, the difference in the Proposal price of the services and that paid the new contractor, in order to do the work, shall be charged to and paid for by the Contractor holding the Proposal award for these services.

Contractor shall not, however, be responsible for delays in delivery due to:

1. Unavoidable mechanical breakdowns,
2. Strikes,
3. Inability to secure component materials,
4. Acts of God, or
5. Fire.

Provided the Yakima City/County Purchasing Manager is notified in writing by the Contractor of such pending or actual delay. In the event of any delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for the delay.

P. CHANGES:

Any proposed change in this contract shall be submitted to the Yakima City/County Purchasing Manager for her prior approval and she will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

Q. EXPANSION CLAUSE:

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other related products and services normally offered by the Contractor, as long as the price of such additional services are based on the same cost/profit formula as the listed item.

Any new products and services accepted by the City/County may be added to this contract and/or substituted for discontinued products/services. New services shall meet or exceed all proposal specifications of original award.

R. RELATIONSHIP BETWEEN CITY/COUNTY AND CONTRACTOR:

Contractor and any authorized subcontractors shall at all times be an independent contractor and not an agent or representative of the City/County with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of the City/County. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the City/County.

3. **PURPOSE/PROPOSAL INSTRUCTIONS**

A. PURPOSE:

The Yakima City/County Purchasing Division is requesting proposals from companies interested in providing as needed miscellaneous office furniture, design, and install services that meet the requirements of the City of Yakima and Yakima County.

The successful Proposer will be required to comply with Equal Employment Opportunity laws, Prevailing Wage laws, as well as other applicable federal, state, and local laws and requirements.

B. CONTRACT TERMS:

The City/County specifically reserves the right to:

- a. Require that additional provisions or modifications be included in the proposed contract documents; or
- b. Award this contract to multiple Contractors for various brands/types/or catalogs.
- c. Incorporate the contents of the Proposal submittal by reference into the final contract documents to be entered into by the parties; or
- d. Prepare our own contract based on the requirements set forth in this RFP and such other contract terms, as the City/County deems appropriate.

C. DEFINITIONS:

1. City: The City of Yakima, Washington, and its departments.
2. County: Yakima County, Washington, and its departments.
3. Proposer: The person(s) or company submitting the proposal.
4. Contractor(s): The Proposer(s) who is awarded the contract(s).

5. RFP: The Request for Proposals, including any amendments or other addenda hereto. In case of conflict between the RFP and exhibits, the RFP governs.

6. Evaluation Committee: The RFP Evaluation Committee will score all responsive Proposals based upon the predetermined scoring matrix included herein, conduct interviews and negotiations, and make a Recommendation of Award.

7. Proposal: The materials submitted by each Proposer in response to the RFP, including all attachments.

D. RFP ADMINISTRATION:

Upon release of this RFP, all applicant communication should be directed in writing to the RFP Coordinator listed below. Any oral communications with other City/County employees will be considered unofficial and non-binding on the City/County.

E. INQUIRIES:

Prospective Proposers may make inquiries concerning this RFP to obtain clarification of requirements. All inquiries will be made in writing. All material clarifications will be made in the form of an Addendum addressed to all Proposers.

F. RFP COORDINATOR:

The RFP Coordinator is:

Maria Mayhue, Purchasing Senior Buyer
Yakima City/County Purchasing Division
129 No. 2nd Street
Yakima, WA 98901
Ph: 509-575-6094
Email: maria.mayhue@yakimawa.gov

G. APPLICANTS' QUESTIONS/ADDENDA TO RFP:

Any person or company contemplating submittal of an RFP who is uncertain as to the intended meaning of any part of the RFP or other contract documents, or who finds discrepancies in, or omissions from the RFP may request interpretation, clarification, or correction of this RFP. Such request must be in writing and must be delivered to the RFP Coordinator by mail, e-mail, or hand delivery not later than five (5) calendar days before the deadline for delivery of RFP. The person submitting the request is responsible for its timely delivery.

The City/County reserves the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written addendum. Any interpretation or correction to the RFP will be made only by written addendum and will be e-mailed or delivered to each company known to have received this RFP, in addition to being posted on the Yakima City/County Purchasing webpage. Any information given to any Proposer concerning the solicitation or any changes to the RFP shall be provided in writing to all Proposers to ensure that all Proposers receive the same information relating to the RFP. The City/County will not be responsible for any other interpretation, clarification, or correction of this RFP. Proposers must acknowledge receipt of any addenda received in their response by either stating they received the addenda, or returning said addenda with their response.

Each Proposer should verify that it has received all addenda to this RFP by direct inquiry to the RFP Coordinator or by checking the Yakima City/County Purchasing Webpage at www.yakimawa.gov/services/purchasing/ **before** submitting a proposal.

H. PRELIMINARY RFP SCHEDULE (may be revised as needed):

	<u>Date</u>
RFP Released	04/16/14
Proposal Packets Due	05/15/14 at 2:00 p.m.
Interviews and Evaluation	TBD
Mailing of status letters to Proposers	TBD
Proposed Contract Start Date	06/01/14

I. DEADLINE FOR DELIVERY OF PROPOSALS:

One (1) original Proposal with three (3) complete copies, and one (1) digital copy provided on CD or thumb drive shall be submitted to and date stamped by the City Clerk's Office:

City of Yakima
Clerk's Office
129 No. 2nd St.
Yakima, WA 98901

Proposals must be received and stamped in by 2:00 p.m. on May 15, 2014, in a sealed package labeled *RFP No. 11401-P Office Furniture*, 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 City Clerk's Office.

PROPOSALS RECEIVED AFTER 2:00 P.M. PST, May 15, 2014 WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED. At such time, all Proposals received will be opened and accepted for consideration. Proposals, which do not include all requested information and required documentation, may be considered non-responsive. Proposals will not be accepted via e-mail or facsimile transmission.

J. WITHDRAWAL/SUPPLEMENT OF PROPOSALS:

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may supplement or withdraw a proposal in writing at any time up to the proposal closing date and time if received by the RFP Coordinator. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the Buyer. If a previously submitted proposal is withdrawn before the proposal due date and time, the Proposer may submit another proposal at any time up to the proposal closing date and time.

K. COMPLETENESS OF PROPOSAL:

A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Proposal shall be rejected if any such conditions, incompleteness, alterations, or irregularities constitute a material deviation from the RFP requirements.

L. POINTS NOT ADDRESSED:

Proposers are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their services.

M. EXCEPTIONS:

Specifications of the equipment proposed shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS." Any Proposal submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful Proposer.

N. FALSE OR MISLEADING STATEMENTS:

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may, at the City/County's sole discretion, be rejected.

O. PROPRIETARY INFORMATION:

Washington State Public Disclosure Act (RCW Ch. 42.56, et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the affected page(s) such words as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.**

If a request is made for disclosure of such identified documents or portions thereof, the City/County will determine whether the material is exempt from public disclosure. If, in the City/County's opinion, the material is subject to disclosure, the City/County will notify Proposer of the request and impending release and allow the Proposer 10 days to take whatever action it deems necessary to protect its interests. The City/County will cooperate with any legal action initiated by the Proposer to prevent release; provided that all expense of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify City/County against same. If the Proposer fails or neglects to take such action within said period, the City/County will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the City/County on account of actions taken pursuant to such procedure.

P. CONTRACT OBLIGATIONS:

Contract obligations will also include all work defined under Scope of Services as found in this RFP. In addition, work not specifically called out, but indicated as provided in the proposals shall become contract obligations.

Q. COST TO DEVELOP PROPOSALS:

Costs for developing proposals in response to the RFP are entirely the obligation of the Proposer and shall not be chargeable in any manner to the City/County.

4. **FTA COMPLIANCE/DBE REQUIREMENTS (CITY OF YAKIMA ONLY)**

Because this contract will be utilized by the City of Yakima Transit Division, the entire contract for City of Yakima is subject to FTA (Federal Transit Authority) Regulations listed below. Where applicable, Proposers shall comply with the sections that apply to this request for proposals.

A. NONDISCRIMINATION:

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. PROMPT PAYMENT:

The prime contractor agrees it is important to pay each subcontractor (if applicable) promptly under this prime contract for satisfactory performance and failure to do so may exclude DBE subcontractors from participating in City contracts.

Therefore, the contractor agrees to bill the City for each subcontractor's satisfactory performance of work on at least a biweekly basis, and pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen days from the receipt and approval of an invoice from the prime contractor.

The prime contractor agrees further to return retainage payments to each subcontractor within fourteen days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

C. COMPLIANCE WITH LAWS:

The successful bidder shall comply with applicable federal, state and local laws, regulations, and executive orders which are incorporated by reference herein. This bid may possibly be used by various divisions that are partially federally funded and, therefore, must adhere to the following federal regulations, such as DBE, Lobbying and Debarment.

D. DISADVANTAGED BUSINESS ENTERPRISE:

In response to Federal Regulations, the City has established a goal for participation of Disadvantaged Business Enterprise (DBE) in City funded projects. The current goal is 10%. Contractors are expected to assist the City of Yakima by meeting these goals. Contractors are encouraged to give consideration to Disadvantaged Businesses and report to the City where they have been successful in utilizing Disadvantaged Businesses.

If contractor is certified DBE, please enter your certification number below:

DBE Certification No. _____

E. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS:

By signing this proposal, the successful vendor certifies to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification or any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The undersigned will require that the language of this certification be included in the award documents for all subawardees at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is the prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

F. CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION:

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor or potential subcontractor under a major third party contract), vendor certifies by submission of this proposal, that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such Participant will attach an explanation to this proposal.)

THE LOWER TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ ARE APPLICABLE THERETO.

5. SCOPE AND CONTRACT INFORMATION

The City of Yakima and Yakima County have a requirement for an office furniture Contractor to provide the City and County with furniture as defined in this scope of work. The cost for all design, planning, delivery and installation shall be included in the discount proposal. The commodities requested are general office furniture (desks, chairs, tables, systems furniture, computer furniture and files, etc.). Our goal is to gather enough information to identify the most reasonable product solutions that can be provided at competitive prices by a competent dealer.

A. BACKGROUND:

The City has approximately 700 employees within 35 departments. The County has approximately 1,000 employees within 39 departments. During the last fiscal year, the City expensed approximately \$44,500 for office furniture and the County expensed approximately \$173,300. Departments are located all throughout Yakima, County.

B. MOST FAVORED CUSTOMER:

Contractor shall not charge the City/County a higher price than that of another customer purchasing the same product at approximately the same quantity. Any special promotions, incentive programs, price cuts, rebates, or warranty extensions offered during the term of the contract shall be passed on to the City/County.

C. TAXES, LICENSES & PERMITS:

The successful Proposer shall procure and keep current all required Federal, State, and local licenses and permits required for purchase, installation, and use.

The Contractor shall pay all applicable taxes. All taxes shall be listed as a separate line item.

D. CONFORMANCE TO CODES:

The installing contractor shall be responsible for verifying furniture space plan/configuration fits the given space and all aisles and openings and doors meet the local fire and safety codes and are in conformance with ADA regulations.

E. QUOTED DELIVERY DATE:

Contractor must be up-front about their ability to order individual items at the time they are placed. If contractor has to hold and consolidate orders to reach a certain minimum before they can be ordered from the distributor, they must disclose this information in their RFP response.

F. DELIVERY:

Office furniture shall be delivered mostly within Yakima City Limits, but possibly also within Yakima County. Delivery shall be at no charge to all locations. The Proposer shall provide this service Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m. PST, except holidays. **All items shall be FOB destination, inside delivery, for both installed and non-installed orders. Freight shall be prepaid and allowed. Bidder will have no minimum dollar order or minimum quantity order requirements.** Delivery methods may be as follows:

G. INSIDE DELIVERY, NON-INSTALLED:

On orders specifying inside (non-installed) delivery, items shall be unloaded and delivered, in the shipping carton, to the ordering agency by the delivering carrier and placed inside the door on the first or ground level floor of the building.

H. INSTALLED DELIVERY:

Installation service includes basic installation or expanded service installation as defined below. On installed orders (open, set in place, ready for use) the Contractor or the delivering carrier, acting as the Contractor's agent, shall be responsible for receipt, inspection, and assembly of items delivered in the area designated by the ordering agency, as well as prompt removal and disposal of all debris which is a result of the delivery. The ordering agency shall be responsible for the immediate removal of any existing furniture from the area in which the contract items are to be installed. **Most orders will be requested with Installed Delivery.**

a) Basic Installation: Basic installation includes inside "desktop" delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.

b) Expanded Service Installation: Expanded service installation includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

I. PREVAILING WAGES:

The Contractor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages on Public Work. **If moving and/or furniture delivery and installation require attachment to the building structure, prevailing wages are required.**

What about Owner/Operators?

An owner/operator does not need to pay themselves prevailing wages; HOWEVER, they do still need to pay their employees prevailing wages and file Intents and Affidavits with the Department of Labor and Industries, listing in section 3 of the form that they are owner/operator.

- a. RCW 39.12.010 - The Prevailing Rate of Wage. Contact the Department of Labor and Industries, to confirm current prevailing wage rate for applicable workers on this particular public work project.
- b. RCW 39.12.040 - Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. Before an awarding agency may pay any sum due on account, it must receive a statement of **Intent to Pay Prevailing Wages** approved by the Department of Labor and Industries. Following final acceptance of a public work project, and before any final money is disbursed, each Contractor **and sub-contractor** must submit to the awarding agency an **Affidavit of Wages Paid**, certified by the Department of Labor and Industries.

**Note: The City of Yakima will accept the combined Intent/Affidavit form for jobs under \$2,500 (ATTACHMENT F). This form has no filing fees. Please attach the combined form to any invoices for orders under \$2,500 including freight and tax, which include install subject to prevailing wage.*

- c. RCW 39.12.070 - Fees Authorized for Approval Certification and Arbitrations. Any fees charged by the Department of Labor and Industries for approvals or fees to cover costs of arbitration conducted shall be the responsibility of the Contractor.
- d. The State of Washington prevailing wage rates applicable for this public works project, which is located in Yakima County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **May 15, 2014**. A copy of the applicable prevailing wage rates are also available for viewing at the office of Yakima City/County Purchasing, located at Yakima City Hall, Purchasing Office, 129 N 2nd Street, Yakima, WA 98901. Upon request, the RFP Coordinator will mail a hard copy of the applicable prevailing wages for this project.

- e. If the public works project exceeds \$35,000, then a Payment and Performance Bond is required under RCW 39.08.010 and paid for by the City/County either as a line item or embedded in the price of the job. The Contractor will acquire the bond and send it to the City/County prior to the beginning of work. See liability for failure to take bond under RCW 39.08.015.

6. EVALUATION PROCEDURE, CRITERIA AND AWARD OF CONTRACT

A. EVALUATION PROCEDURE:

The Purchasing Division will screen all proposals for responsiveness to the specifications. An Evaluation Committee will be formed by the City/County to review each responsive proposal.

The Evaluation Committee will conduct an initial review and short-list 2 or 3 proposals to be further evaluated and scored. The proposals shall be reviewed solely on the information received in the written response and the responses from reference check calls. As a result of this review, the Evaluation Committee may select Proposers to be interviewed. The Evaluation Committee may ask these selected Proposers for further written information or clarification related to the proposed services, software capabilities, and personal or client references. Whether there will be interviews and who will be invited to make a presentation to the Evaluation Committee will be at the sole discretion of the City/County.

B. CONTACT RESTRICTION:

Proposer shall have no exclusive meetings, conversations, or communications with an evaluation team member on any aspect of the RFP, after submittal. All questions or concerns will be directed to the Purchasing Buyer.

C. EVALUATION CRITERIA (IN ORDER OF IMPORTANCE):

The Evaluation Committee will evaluate short-listed proposals based on the following criteria. A maximum score of 100 points will be used to evaluate Proposers. Each of the following elements shall have the stated maximum point value:

1.		<i>Cost of Products/Discount Structure</i>	<u>25 Points</u>
2.		<i>Responsiveness to Technical Specifications (including quality of product offered, design options, install options: quality, functionality, "user friendliness", contemporary design, expansion/reconfiguration capability, sturdiness, durability, colors available, etc.)</i>	<u>30 Points</u>
3.		<i>Responsiveness to Support Specifications (including warranty, return policy, delivery time, compliance with contract terms)</i>	<u>35 Points</u>
4.		<i>References and Past Experience</i>	<u>10 Points</u>
		<i>TOTAL POINTS POSSIBLE</i>	<u>100</u>

D. POST EVALUATION EVENTS AND AWARD:

As a result of proposal evaluations, reference checks, and oral interviews, the Evaluation Committee will score the Proposals based on the above criteria and the Proposer with the highest score shall be the Finalist and be provided with a Notice of Intent to Award. In the case of a tie, the Proposer receiving the majority of the individuals' highest scores (e.g. 3 out of the 5 people on the Evaluation Committee) will be the finalist. The decision of the Evaluation Committee shall be final and conclusive.

Submission of a proposal implies the Proposer's acceptance of the Evaluation Criteria and process and recognition that subjective judgments may be made by the Evaluation Committee.

The City/County reserves the right to award the contract to the Proposer that it deems to offer the best overall proposal in its sole discretion. The City/County is therefore not bound to accept a proposal on the basis of lowest price, and further, the City/County has the sole discretion and reserves the right to cancel this RFP and to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interests of the City/County. The RFP Coordinator will fax or e-mail written notices to all Proposers, informing them of their status.

E. AWARD OF CONTRACT:

The Finalist will be offered the opportunity to enter into an agreement (ATTACHMENT B) with the City of Yakima and Yakima County to provide office furniture, design, and install services. **The Proposer shall review the attached agreement and propose any changes they desire to be made to the standard agreement on a separate sheet titled "Proposed Changes to the Agreement"**. The City/County may accept or reject proposed changes.

The City/County reserves the right to negotiate any and all elements of this proposal with the highest scoring Proposer. Any additional terms and conditions, which may be the subject of negotiation, will only be discussed between the City/County and the Proposer and shall not be deemed an opportunity to amend the original proposal. If an agreement cannot be reached, negotiations may begin with the second highest scoring Proposer. The contents of this RFP, revised and/or supplemented, and the successful Proposer's response as accepted by the City/County will be incorporated into the final agreement.

City Manager and Board of County Commissioners will make the final award of contract(s).

7. PROPOSAL SUBMITTAL REQUIREMENTS

Each proposal shall contain the following items:

A. PROPOSAL DOCUMENTS/SUBMITTAL:

Proposal Documents shall include, in fact or by reference, the following:

1. Proposal (See Section 8 for format requirements)
2. Addenda to RFP (if any)
3. Price Proposal & Signature Sheet (ATTACHMENT A)
**The Proposal must be signed by an authorized agent.*
4. Catalogs (see B. below)
5. Subcontractor Information, if applicable (see C. below)
6. Supplements to Proposal (if any)
7. Required FTA Certifications should be completed and returned with the proposal (See Section 4)

Proposals should be prepared simply and economically providing a straightforward, concise description of qualifications to satisfy the requirements of the RFP. If additional information is required, it will be requested after the review of the proposals. The City/County shall not be liable for any expense incurred in the preparation of proposals.

All proposals and submissions will become the property of the City/County and will not be returned to the Proposer.

B. TECHNICAL DOCUMENTATION:

All Proposers shall provide at least one (1) set of catalogs of furniture lines offered, price lists and finishes. Failure to supply this information may result in disqualification of your proposal. The City of Yakima and Yakima County reserve the right to require Proposers to submit samples or demonstrations of products before making a final determination of acceptability. The City/County may also request, after opening proposals, technical documentation of products bid, including illustrations and product specifications.

C. SUBCONTRACTORS:

Any company submitting a Proposal must be capable of performing a major portion of the requirements without subcontracting; however, subcontracting by the successful Proposer may be acceptable in performing the requirements of the RFP if the successful Proposer obtains the written approval of the City/County before subcontracting any portion of the required services.

The successful Proposer(s) shall remain responsible for the performance of any subcontractor obligations which may result from this RFP and shall not be relieved by the nonperformance of any subcontractor. The Proposal must identify any subcontractor and outline the contractual relationship between your organization and the subcontractor. If existing subcontractors are the basis of the Proposal, a copy of each executed subcontract must be included with the Proposal.

The Proposal should include:

- The subcontractor's name, address and contact person;
- Identification of the functions to be performed by the subcontractor; and
- The subcontractor's related qualifications and experience.

The combined qualifications and experience of the Proposer, as well as any or all subcontractors, will be considered in the City/County's evaluation. Subcontractors shall have in force the same types and amounts of insurance as those required in Section 2, P. If any subcontractor cannot meet such insurance requirements, the successful Proposer must provide a certificate of insurance naming such subcontractor as an "additional insured".

- D. SAMPLES:
Samples of items, when requested, must be furnished free of expense to the City/County, and, if not destroyed by tests will, upon request, be returned at bidder's expense.
- E. PAYMENT TERMS:
Proposer shall state what prompt payment discounts are available.
- F. DISCOUNT RATE:
Proposers shall provide discount rates off of manufacturer's list price catalog items.
- G. REQUIRED CONTRACT CLAUSES:
A sample agreement containing required contract clauses is attached (see ATTACHMENT B). Any exceptions to the clauses listed must be stated in the proposal. Any exceptions taken after submittal of a proposal may result in elimination of the Proposer from consideration for contract award.
- H. ALTERNATE PROPOSALS:
Proposers may submit more than one proposal. All proposals must comply with the requirement of the RFP, except that additional proposals may incorporate, by reference, repetitive information which is provided in the complete proposal.

8. PROPOSAL FORMAT

All Proposers shall respond to the RFP following the format described in this section. Proposers shall respond to each section as described below and, at a minimum, provide the information requested for each section.

- A. PROPOSAL AND ADMINISTRATIVE REQUIREMENTS:
Include all documents, information and statements required throughout this RFP.

Acknowledge acceptance of all contractor requirements and all terms set forth throughout this RFP or set forth specific exceptions to any applicable requirement or term.
- B. RESPONSE TO SCOPE OF WORK:
Describe in detail all services offered by the Proposer for satisfaction of the activities identified in the Scope (see Section 5).
- C. DISCOUNT PROPOSAL:
All discount information shall be noted on ATTACHMENT A.

If applicable, detail any and all prices and fees associated with each service component and notate any service Proposer is offering to provide free of charge.

Detail any additional pricing incentives or rebates that may be available such as for large volume purchase.
- D. INNOVATION AND COMMENT:
Include any other information that is believed to be pertinent but is not specifically asked for in this RFP.

Explain innovations or alternative approaches available from the Proposer in any area of this RFP.

Provide suggestions and pricing for other products, services, and solutions available from the Proposer that may assist the City/County.

E. PROPOSAL FORMAT:

- a. Proposer shall provide a signed cover letter briefly stating the Proposer's understanding of the work to be done, and stating why the company is believed to be qualified to perform the services. No mention of price is to be contained in the cover letter. Further, the cover letter must indicate that the proposal is good for a minimum of ninety (90) days.
- b. Proposer shall specify the name, title, office address, brief resume & business telephone number of those individuals responsible for the performance under the anticipated contract resulting from this RFP, including those individuals with primary day-to-day responsibility for the services contemplated herein, and specifying their relevant industry experience.
- c. Proposer shall provide a brief, general background description of the company, including its full company or corporate name, address of the headquarters office and the office to serve the City of Yakima and Yakima County, how the business is organized (proprietorship, partnership, corporation, L.L.C.), parent or subsidiary corporations, the name, office address, and business telephone numbers of the principal officers of the company, the year in which the Proposer was first organized to do business, the percentage of the Proposer's business that is devoted to the type of services contemplated herein, the percentages and types of other services that Proposer provides, and the company's experience in the services contemplated herein.
- d. Proposer shall specify the number of full-time employees by classification dedicated to performing the services contemplated herein.
- e. Proposer shall describe the company's turnover experience for key personnel over the past three years.
- f. If any change in ownership or control of the company is anticipated during the twelve (12) months following the response due date, describe the circumstances of such change and indicate when the change will likely occur.
- g. If the company has had a contract terminated for default during the past five (5) years, submit full details surrounding the termination, including the nature of the default and the terminating party's name, address and telephone number.
- h. Proposer shall provide a list of no less than five (5) references for whom your company has provided services, which are the same or substantially similar to those specified herein, within the past three years. State each company's name, address, telephone number, contact person, and description of services provided and the dollar amount of the transaction.
- i. Proposer shall set forth in a separately marked section of the response, any variances or exceptions your company has with any requirement or term specified in this RFP.
- j. Proposer shall provide a copy of the company's mission or business statement and customer service philosophy.
- k. Proposer shall explain in detail what their return policy is on ALL items offered, whether special order, custom made, or out of the box. Where no specific policy is spelled out, it will be assumed that an open-ended policy with NO restocking fee is in force.
- l. No additional terms: When Proposer prepares a quote or estimate for customer, no additional terms that have been added to the quote or estimate shall be honored, i.e. cancellation fees, restocking fees, finance charges, etc. **Brands quoted must be the same brands that were awarded to the Proposer under the contract.** The terms of the contract shall prevail.

PRICE PROPOSAL

Proposer shall list furniture catalogs or brands available AND ENCLOSE CURRENT MANUFACTURER LIST PRICER CATALOG(S) AND TURN IN WITH RFP, with associated discount provided in the table below.

Product: Catalog Name/Number	Items/Brands available at discount structure to the right	Manufacturer Discount Percent from List Price				
		List Price	Inside Delivery	Basic Install	Expanded Install	Volume Discounts
Other Related Products						
Additional Services & Solutions		Hourly Rates (a range is acceptable)		Comments or Exceptions:		
Installation Only						
After Hours Installation						
Design						
Project Management						
Asset Management						
Refurbishment						
		Monthly Fee				
Storage (1 month or more)						
Other Related Services & Solutions		Hourly Rates				

- Note:
1. **Inside Delivery** price includes product delivered to the ordering department site and unloaded.
 2. **Basic Installation** price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
 3. **Expanded Service** Installation price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data in-feed locations are surveyed, documented and coordinated.

NON-COLLUSION DECLARATION

I, by signing the 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), company, 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 proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET Proposal No. 11401-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 _____% _____

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

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Company Name

Address

Sign Name


Print Name

Date Signed

Phone Number

Fax Number

E-Mail Address

PROPOSAL MUST BE SIGNED 

SAMPLE AGREEMENT
CITY OF YAKIMA
RFP 11336-P
(*Separate contracts will be required for City and County*)

THIS AGREEMENT, entered into this ____ day of _____, 2014, between the City of Yakima ("City"), and _____, ("Contractor").

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. **Compensation:**
The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms & conditions contained herein. The City agrees to pay the Contractor according to the payment schedule as listed in the Contractor's attached Proposal submittal.
2. **Scope of Work:**
The Contractor shall perform the work according to the procedure outlined in the specifications & Request for Proposals 11336-P attached hereto & incorporated herein.
3. **Term:**
The period of this contract shall be for a period of one year from its effective date. The City 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 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 proposal.
4. **Changes:**
Any proposed change in this contract shall be submitted to the City of Yakima Purchasing Manager for her prior approval and she will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.
5. **Agency Relationship between City and Contractor:**
Contractor shall, at all times, be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of City.
6. **Successors and Assigns:**
Neither the City, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the written consent of the other.
7. **Property Rights:**
All records or papers of any sort relating to the City and to the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the City.
8. **Work Made for Hire:**
All work the Contractor performs under this agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this agreement. On completion or termination of the agreement, the Contractor shall deliver these materials to the project manager.

9. Compliance with Law:

Contractor agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise. Contractor shall have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority.

10. Federal Requirements and Changes:

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

11. Federal Funding:

On the basis of the federal funding that may part of the funding for the services provided by the Contractor under the Agreement, and to assure compliance with all federal regulations associated with services compensated with federal funds, in addition to the terms of the primary Agreement, the Contractor must also comply with the specific provisions of the attached **Federal Funding Agreement**, attached hereto as **Exhibit A** and fully incorporated herein. If there is any conflict between the terms expressed in the primary Agreement and those set forth in Exhibit A, the terms and conditions in Exhibit A shall prevail.

12. Indemnification and Hold Harmless:

Contractor agrees to protect, defend, indemnify and hold harmless the City/County, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of _____, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

If the negligence or willful misconduct of both _____ and the City/County (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between _____ and the City/County in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

13. Commercial 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, its agents, elected and appointed officials, volunteers and employees are to be listed as additional insureds under the policies.

The Contractor will provide a Certificate of Insurance to the City as evidence of coverage. The insured will provide the City with 30-days notice of cancellation in the event coverage is terminated during the term of this Contract. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The Contractor shall also maintain worker's 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 to terminate the contract.

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

- 14. **Contract Documents:**
This Agreement, the Request for Proposals, Scope of Work, conditions, addenda, and modifications and the Contractor's proposal (to the extent consistent with Yakima City/County 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, WA, 98901, and are hereby incorporated by reference into this Agreement.
- 15. **Governing Law:**
This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 16. **Venue:**
The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.
- 17. **Authority:**
The person executing this Agreement, on behalf of Contractor, represents and warrants that he/she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CITY OF YAKIMA

CONTRACTOR

Tony O'Rourke, City Manager

BY _____
Authorized Representative

ATTEST:

Sonya Claar Tee, City Clerk

Address

Federal Certifications and Assurances

It is hereby understood that this application and attachments hereto, when approved and signed by all concerned parties as indicated, shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this application and attachments, taken as a whole. This agreement is based on guidelines found in the Common Rule, the Office of Management and Budget (OMB) Circular A-102, in order to standardize and simplify federal grants.

- 1) **REPORTS** – The CONTRACTOR shall submit quarterly reports, a final report at end of the project, and submit special reports as outlined in the Project Agreement.
- 2) **COPYRIGHTS, PUBLICATIONS, AND PATENTS** – Where activities supported by this project produce original copyright material, the CONTRACTOR may copyright such, but the WTSC reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The CONTRACTOR may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.
- 3) **TERMINATION** – This project agreement may be terminated or fund payments discontinued or reduced by WTSC at any time upon written notice to the CONTRACTOR due to non-availability of funds, failure of the CONTRACTOR to accomplish any of the terms herein, or from any change in the scope or timing of the project.
- 4) **FISCAL RECORDS** – Complete and detailed accounting records will be maintained by the CONTRACTOR of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, state, or WTSC auditors shall have access to any records of the CONTRACTOR. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.
- 5) **FUNDING** – The CONTRACTOR will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by WTSC based on approved requests for reimbursement. If matching funds are required, the CONTRACTOR will expend them from nonfederal sources, which must be spent not later than 30 days following the completion of the project.
- 6) **COST PRINCIPLES AND GRANT MANAGEMENT** – The allowability of costs incurred and the management of this project shall be determined in accordance with OMB 2 CFR Part 225 and 49 CFR Part 18 for state and local agencies, OMB Circulars A-21 and A-110 for educational institutions, and OMB Circular A-122 for nonprofit entities.
- 7) **OBLIGATION FUNDS** – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.
- 8) **CHANGES** – The CONTRACTOR must obtain prior written approval from the WTSC for major project changes including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, or project budget. The period of performance of the project, however, cannot be changed.
- 9) **INCOME** – Income earned by the CONTRACTOR with respect to the conduct of the project (sale of publications, registration fees, service charges, etc.) must be accounted for and income applied to project purposes or used to reduce project costs.
- 10) **BUY AMERICA ACT** – The CONTRACTOR will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- 11) **PURCHASES** – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of the WTSC. The CONTRACTOR shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to the WTSC.
- 12) **Third Party Participants** – No contracts or agreements may be entered into by the CONTRACTOR related to this project, which are not incorporated into the project agreement and approved in advance by the WTSC. The CONTRACTOR will retain ultimate control and responsibility for the project. WTSC shall be provided with a copy of all contracts and agreements entered into by the CONTRACTOR. Any contract or agreement must allow for the greatest practical competition and evidence of such competition or justification for a negotiated contract or agreement shall be provided to the WTSC.
- 13) **PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES** – The CONTRACTOR agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
- 14) **AMERICANS WITH DISABILITIES ACT** – In the performance of this agreement, the CONTRACTOR shall comply with the provisions of Title VI of Civil Rights Act of 1964 42 USC 200d, Section 504 of the Rehabilitation Act of 1973 29 USC 794 Chapter 49.60 RCW, and the Americans with Disabilities Act (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27). The CONTRACTOR shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in any terms and conditions of employment to induce taking affirmative action necessary to accomplish the objectives of this Act and denying an individual the opportunity to participate in any program provided by this agreement through the provisions of services, or otherwise afforded others.
- 15) **POLITICAL ACTIVITIES** – No funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.
- 16) **CERTIFICATION REGARDING FEDERAL LOBBYING** –

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

- 17) **SINGLE AUDIT** – State and local governments and nonprofit organizations that receive federal assistance are subject to the audit requirements of OMB Circular A-133.

18) **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT** –

The CONTRACTOR will report for each grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if - of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

(i) The entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by the Office of Management and Budget in subsequent guidance or regulation.

19) **SEAT BELT POLICY** – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.

20) **POLICY TO BAN TEXT MESSAGING WHILE DRIVING** – The CONTRACTOR are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving.

21) **DRUG FREE WORKPLACE** – In accordance with the Anti-Drug Act of 1988 41 USC 702-707 and Drug Free Workplace 42 USC 12644, WTSC has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantees of the CONTRACTOR and/or any such activity is prohibited in the CONTRACTOR's workplace.

22) **DEBARMENT AND SUSPENSION** – The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**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. 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 in 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 lapsed 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, judgement, 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 judgements, 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 sue.ownby@yakimawa.gov. 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). 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 protestor 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. Qualified Bids

The General Terms and Conditions and Supplemental Terms and Conditions included in this bid document will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the City of Yakima's General and Supplemental Terms and Conditions, may result in the Bid being considered non-responsive.

42. 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 42.56 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.

ATTACHMENT D

**SAMPLE CERTIFICATES OF INSURANCE
WITH ADDITIONAL INSURED ENDORSEMENT –
GENERAL
(SEPARATE ATTACHMENT)**

ATTACHMENT E

**COMBINED INTENT/AFFIDAVIT FORM
FOR PREVAILING WAGE JOBS UNDER \$2,500
FOR CITY USE ONLY
(SEPARATE ATTACHMENT)**