

NOTICE TO BIDDERS No. 11502

Notice is hereby given by the undersigned that sealed Bids 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 **2:00:00 PM March 26, 2015**. At such time, Bids will be opened and publicly read for:

**As Needed Tree Trimming and Removal Services for:
City of Yakima and Yakima County**

Above per specifications. Bid Packets are available online at www.yakimawa.gov/services/purchasing or in the office of the Purchasing Manager, Yakima City Hall, 129 North 2nd St., Yakima, WA 509-575-6093.

The City/County of Yakima reserves the right to reject any and all BIDS. The City/County of Yakima hereby notifies all Bidders that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Dated this 12th day of March, 2015.

Christina Payer, Buyer I

Publish on March 12th and 13th, 2015



YAKIMA COUNTY/CITY OF YAKIMA **INVITATION TO BID # 11502**
COVER SHEET



THIS IS NOT AN ORDER

BID Release Date: **March 12, 2015**

Bid Receipt: Bid envelope must be sealed and plainly marked with due date, time, and Bid Number **11502**, and the words "DO NOT OPEN" and delivered to the address listed below. **Late Bids will be rejected.** Bids MUST be date and time stamped on or before the date and time listed below that the Bid is due. Bid openings are public. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening, unless otherwise noted. **Deliver to:**

**City of Yakima Clerk's Office
129 North Second Street
Yakima, WA 98901**

Do not bring your Bid in to the opening room. Bid must be received and date stamped by the Clerk's Office

Bids Must be in the office no later than

March 26, 2015 at 2:00:00 PM PST

Public Opening

Purchasing For:

Yakima County /City of Yakima
129 N 2nd Street
Yakima, WA 98901

Buyer in charge of this procurement (Contact for further information):

Christina Payer, Buyer I

BIDDER'S Name & Address (to be filled out by Bidder):

Phone

(509) 576-6696

E-Mail Address

christina.payer@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

As Needed Tree Trimming and Removal for City of Yakima/Yakima County

Enter Prompt Payment Discount: ____% net ____ days

We/I will begin work within ____ days after receipt of order.

Check if you are a WMBE or DBE Vendor and list certification Number: _____

I hereby acknowledge receiving **addendum(a)** _____, _____, _____, _____, _____, (use as many spaces as addenda received)

In signing this Bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

Furthermore, 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/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by the City of Yakima/Yakima County in this Invitation to Bid and all terms of our Bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()

Signature of Above	Date	Email Address
--------------------	------	---------------

I. Contents

II. GENERAL INFORMATION 5

- A. Purpose: 5
- B. Contracting Agency and Point of Contact: 5
- C. Best Modern Practices: 5
- D. Exceptions: 5
- E. More or Less: 5
- F. Contract Term: 5
- G. Pricing and Discount: 6
- H. Price Increases: 6
- I. Expansion Clause: 6
- J. Permits and Licenses: 6
- K. Regulations and Codes: 6
- L. Prompt Payment: 7
- M. Payments: 7
- N. Acceptance of Terms: 7
- O. Sales Tax: 7
- P. Tax Revenues: 7
- Q. Clarifications and/or Revisions to Specification and Requirements: [7](#)
- R. Incurring Costs: 8
- S. No Obligation to Contract: 8
- T. Retention of Rights: 8
- U. Points Not Addressed: 8
- V. Force Majeure: 8
- W. Other City/County Departments/Like Items Added: 8
- X. Services Bought from Different Supplier: [9](#)
- Y. Termination - Convenience: 9
- AA. Termination - Cause: 9
- BB. Re-Award: 9
- CC. Errors and Omissions: 9
- DD. Changes: 9
- EE. Assignment: 9
- FF. Venue: 9

III. PREPARING AND SUBMITTING A BID 10

- A. General Instructions: 10
- B. Submitting a Bid: 10
- C. Multiple Bids: 10
- D. Withdrawal of Bids: 10

- IV. EVALUATION AND CONTRACT AWARD 10
 - A. Preliminary Evaluation: 10
 - B. Bid Evaluation/Award of Contract: 10
 - C. Contract Clarifications: 11
 - D. Offer in Effect for Ninety (90) Days: 11
 - E. Protest Procedure: 11
- V. TECHNICAL SPECIFICATIONS 12
 - A. Technical Specification Analysis: 12
- VI. SPECIAL TERMS AND CONDITIONS 17
 - A. Consideration: 17
 - B. Indemnification and Hold Harmless: 17
 - C. Indemnity/Contractor’s Liability Insurance: 17
 - D. Prevailing Wages: 18
 - E. Status of Contractor: 19
 - F. Taxes and Assessments: 19
 - G. No Insurance Provided by City/County: 19
- VII. BID FORM: 20
- VIII. VENDOR QUESTIONNAIRE: 22
- IX. E-VERIFY: 25
- X. PERSONNEL INVENTORY FORM: 27
- XI. SAMPLE CERTIFICATE OF INSURANCE: 28

Invitation to Bid # 11502

As Needed Tree Trimming and Removal for City of Yakima/Yakima County

II. GENERAL INFORMATION

A. Purpose:

It is the intent and purpose of these specifications to describe **As Needed Tree Trimming and Removal** in sufficient detail to secure bids on comparable services. All labor and materials shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

B. Contracting Agency and Point of Contact:

This BID is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this BID process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this BID until a Contract is issued, all contacts (pertaining to this solicitation) with Owner's employees, and other personnel performing official business for the Owner regarding this BID shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this BID is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Bid and disqualification of the Bidder.

C. 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.

D. Exceptions:

Specifications of the equipment bid 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 Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful bidder.

Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.

E. More or Less:

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the City/County be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

F. Contract 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.

G. Pricing and Discount:

The Owner qualifies for governmental discounts. Unit prices shall reflect these discounts.

Unit prices shown on the Bid or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the bid form. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the Bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but **prices shall not be subject to increase for twelve (12) months from the date of award**. Any increase proposed shall be submitted to the Buyer listed on page 2, thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in Bid documents and contracts or agreements.

H. Price Increases:

Pricing shall be prepared with the following terms. The Purchasing Manager may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Purchasing Manager. Prices shall remain firm for the first twelve month period of the contract.

Requests for Rate Increases must be delivered to the Buyer listed on Page 2, in accordance with 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 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.

Documented proof of increased costs to Contractor must be provided with the price increase request (e.g. prevailing wage rate adjustments). If approved, rates shall remain firm for 365 days from date of increase. Surcharges for fuel, hazardous material disposal, or similar will not be allowed.

I. Expansion Clause:

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item or service normally offered by the bidder, as long as the price of such additional products is based on the same cost/profit formula as the listed item(s).

J. Permits and Licenses:

1. Procurement of a City Business License. The successful vendor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license. License is not required for jobs outside the City Limits.
2. Washington Contractor's Registration. Bidders must have a valid Washington State Contractor's License at the time of bid submittal, as required by State law.
3. The Contractor must obtain all required permits and license required for all phases of this work.

K. Regulations and Codes:

The following submittals and code compliance shall be required:

1. To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and City safety codes.

2. Compliance with all State and Local building codes: Yakima County Clean Air Authority regulations, Yakima County Landfill, Washington State Department of Labor and Industries & Uniform Building Code (UBC). In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

L. Prompt Payment:

Bidders are encouraged to offer a discount for prompt payment of invoice. Please indicate your discount proposal on page 2 of this document. If awarded by the City/County, period of entitlement begins only after:

- ◆ Receipt of a properly completed invoice
- ◆ Receipt of all supplies, equipment or services ordered
- ◆ Satisfactory completion of all contractual requirements

M. Payments:

Vendor is to submit properly completed invoice(s) to:

City of Yakima:
Accounts Payable, 129 N. 2nd Street, Yakima, WA 98901.

OR

Yakima County:
Address defined at time of order.

To insure prompt payment each invoice should cite purchase order number, bid 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 equipment, (b) properly completed invoice, and (c) all papers required to be delivered with equipment.

N. Acceptance of Terms:

Acceptance of a City/County Purchase Order (PO) for any units affiliated with this purchase constitutes acceptance of, and agreement with, all of the general and specific requirements and stipulations listed in this boiler plate, and in the attached equipment specification(s); including all penalties mentioned.

O. Sales Tax:

The City of Yakima's Washington State Sales Tax rate is currently 8.2%. However, the amount of sales tax will not be considered in determining which bid is the lowest and best bid.

P. Tax Revenues:

RCW 39.34.040 allows the City/County to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, it determining which bid in the lowest bid, after the tax revenue has been considered.

Q. Clarifications and/or Revisions to Specification and Requirements:

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has a duty to immediately notify the Buyer of such concern and request modification or clarification of the BID document.

Any questions, exceptions, or additions concerning the subject matter of the BID document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this BID, supplements or revisions will be provided to all known Bidders in the form of an Addendum. All Addenda

are posted on www.yakimawa.gov/services/purchasing and sent directly to interested parties who have registered (per instructions on website) for updates to this BID.

If any requirements of the BID are unacceptable to any prospective Bidder, they may choose not to submit a Bid.

R. Incurring Costs:

The Owner is not liable for any cost incurred by a Bidder in the process of responding to this BID, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this BID.

S. No Obligation to Contract:

This BID does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this BID in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

T. Retention of Rights:

The Owner retains the right to accept or reject any or all Bids or accept any presented which meet or exceeds 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.

All Bids become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the Bidder for the Bid to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

U. Points Not Addressed:

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

V. 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 of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

W. Other City/County Departments/Like Items Added

At any time during the term of this contract, or any extension thereof, other City/County departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.

X. Services Bought from Different Supplier:

Should the contracted vendor be unable to or refuse to supply services, on any given day, against this predetermined delivery schedule to which the supplier has agreed and the City/County is forced to do the work with services bought from a different supplier, the difference in the Bid price of the services and that paid the new supplier, in order to do the work, shall be charged to and paid for by the contracted vendor holding the Bid award for these services.

Vendor 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
5. Fire

Provided the Buyer listed on Page 2 is notified in writing by the contracted vendor 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.

Y. 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.

Z. 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 Bidder are deemed by the City/County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

AA. Re-Award

When the contract is terminated by the vendor upon 30 days notice as herein provided, the City/County, 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/County and is in breach of the contract, or when the contract is terminated by the City/County for cause as herein provided, the City/County reserves the right to re-award the contract to the next most responsible bidder.

BB. Errors and Omissions

The City/County 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.

CC. Changes:

Any proposed change in this contract shall be submitted in writing to the Buyer listed on Page 2 for prior approval. If approved, she will make the change by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

DD. 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/County. 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.

EE. 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/County. This Agreement shall be governed by the laws of the State of Washington.

III. PREPARING AND SUBMITTING A BID

A. General Instructions:

The evaluation and selection of a Bidder will be based on the information submitted in the Bid and will be awarded to the lowest responsive and responsible bidder. Failure to respond to each of the requirements in the BID may be the basis for rejecting a Bid.

B. Submitting a Bid:

Bidders shall submit one original (so marked). Bids are not considered to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) All sections of the response shall be made available to the public immediately after contract opening.

Bids shall be received no later than the date and time listed on Page 2 of this BID. Late Bids will not be accepted or evaluated and will be returned to the Bidder, unopened, unless it can be proven the Bid was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over other Bidders.

All Bids shall list the information on the outside of the package as specified on Page 2 of this BID.

C. Multiple Bids:

Multiple Bids from a Bidder will be permissible; however, each Bid must conform fully to the requirements for Bid submission. Each such Bid must be submitted separately and labeled as Bid #1, Bid #2, etc. on the outside of the envelope and on the first page of their response.

D. Withdrawal of Bids:

After Bid opening, Bids shall be irrevocable until contract award unless the Bid is withdrawn. Bidders may withdraw or supplement a Bid in writing at any time up to the Bid closing date and time if received by the Buyer listed on Page 2 of this document. To accomplish this, the written request must be signed by an authorized representative of the Bidder and submitted to the Buyer. If a previously submitted Bid is withdrawn before the Bid due date and time, the Bidder may submit another Bid at any time up to the Bid closing date and time.

IV. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation:

All Bids shall be evaluated against the same standards. The Bids will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements.

B. Bid Evaluation/Award of Contract:

The City of Yakima and Yakima County reserve the right to reject any or all bids 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.

1. The award of the Contract will be made within sixty days after the opening of the proposals.
2. Company experience level, qualifications, and past performance are important and will be considered in the evaluation of the bid. The enclosed Contractor Qualification Statement shall be completed and enclosed with bid to be considered for award. Non-conformance may result in rejection of bid as non-responsive.
3. The City/County will choose a company who demonstrates the best combination of price, skill, and professionalism.

4. For purposes of comparison, analysis of the bids received shall be considered on the basis of a three-person crew working an 8-hour day.

C. Contract Clarifications:

The resulting contract will not include federally funded projects. Each call-out will be limited to \$35,000 including tax. Subcontracting will not be allowed.

D. Offer in Effect for Ninety (90) Days:

A Bid may not be modified, withdrawn or canceled by the Bidder for a ninety (90) day period following the deadline for Bid due date, or receipt of best and final offer, if required, and Bidder so agrees by submittal of a bid.

E. Protest Procedure:

Any protest must be made in writing, signed by the protestor, and state that the Bidder is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email 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 based on specifications/scope of work, or other terms in the BID shall be filed five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Bidder:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written dissatisfaction, 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 of written dissatisfaction, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Bidder via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Award is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the bidder received the information, but rather when the announcement is issued by 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 Owner 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 Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining 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 Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

V. TECHNICAL SPECIFICATIONS

The Bidder must provide a detailed description of each major component of their proposed system. At a minimum, these descriptions shall take into consideration the specifications outlined in this Technical Specifications section. Bidders are reminded to provide point-by-point responses to all specifications. Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

The Respondents must complete the following Technical Specification Section using one of the following responses for each of the specifications.

- Y – Yes.** The Respondent’s proposed product currently satisfies the entire requirement and the proposed system will completely support the requirement.
- N – No.** The Respondent’s product does not currently satisfy the entire requirement, and the Respondent’s delivered product will not satisfy the requirement.
- E – Explanation.** The Bidder’s product partially satisfies the requirement and an explanation is included in the response.
- MR – Modification Required.** The Respondent’s product does not currently satisfy the requirement, but the bidder commits that the delivered base product will satisfy the requirement at no additional cost and shall be supported in future releases of the Respondent’s base products.

Note that, though some of the following Technical specifications may be answered with a Y or N, the Respondents are encouraged to provide further detail where such detail might differentiate their products from those of their competitors or where such detail might assist in analysis of the Bid.

A. Technical Specification Analysis:

Each bidder shall complete the "TECHNICAL SPECIFICATION ANALYSIS" section of the Bid Call and same shall be returned with the bidder’s proposal. Failure to do so will be cause for rejection of said proposal.

- B. Bidder shall check “YES” if they do comply 100% with that particular specification, or “NO” if they do not. If “NO” is checked, bidder must explain in the “COMMENTS” column on the right how their specification deviates. Checking “NO” on any item will not necessarily disallow bidders bid. The City/County shall be the sole judge as to whether an exception is acceptable or not.**

Scope of Tree Trimming Services. CONTRACTOR shall provide the City and the County with the tree removal and trimming/pruning services as directed by the Agent for the City/County or his/her designee. **This contract will not include power line clearance tree trimming.** The City of Yakima has approximately 350 acres of parkland, not including right-of-ways. The city may also use this contract for tree trimming and removal at city facilities, when outside the scope of landscape maintenance. Yakima County in its entirety shall be covered under this contract. In addition to all other terms and conditions of this Agreement, all tree removal and trimming/pruning services shall be performed in accordance with the following conditions:

Item No.	Specification	Yes	No	Comments
1	It is <u>MANDATORY</u> that all tree removal & trimming/pruning work shall be done in compliance with the “American National Standard for Tree Care Operations – Tree, Shrub & Other Woody Plant Maintenance—Standard Practices,” A.N.S.I. A300 – 2008, which is incorporated by this reference.			
2	Trimming/pruning shall be done in such a manner as to protect			

Item No.	Specification	Yes	No	Comments
	<p>current tree health with all possible regard for future growth & development with particular attention paid to the following:</p> <ul style="list-style-type: none"> a. No damage shall be done to the cambium layer. Loosening or stripping of the bark shall be avoided. b. Cuts shall be made according to current standards as endorsed by the National Arborist Association. c. Climbing irons shall not be used on any tree unless the City/County has determined that the tree must be removed. 			
3	Under normal conditions, an aerial lift, operator & crew shall be available on seventy-two (72) hour notice from the Parks Operations Supervisor or his/her designee.			
4	Under storm &/or emergency conditions (as determined by the Agent for the City/County or his/her designee), an aerial lift, operator & crew shall be available on twenty-four (24) hour notice from the City/County Agent or his/her designee. The CONTRACTOR shall provide the City/County or his/her designee with telephone number(s) at which the CONTRACTOR can be reached on a twenty-four (24) hour basis. The CONTRACTOR shall arrive at the designated work site, ready to work, within two (2) hours of receiving notification. The CONTRACTOR shall give absolute preference to work requested by the City/County under storm &/or emergency conditions. Under these conditions, emergency rates shall apply as listed on the bid form. Additionally, any call-outs made between the hours of 6:00 p.m. & 6:00 a.m. shall be charged at emergency rates.			
5	The CONTRACTOR shall promptly remove all brush, twigs, sawdust, grind stumps, & similar material from each work site & shall be transported to an accepted disposal area, at the CONTRACTOR'S expense.			
6	The Agent for the City of Yakima or Yakima County or his/her designee has the right to modify or suspend any work assignment due to adverse weather conditions or any other reasons at no cost to the City/County.			
7	The City reserves the right to contact & utilize additional tree service contractors at any time for any reason.			
8	The contractor shall warrant to the Owner & guarantee the work under this contract against defective workmanship & materials for a period of one year commencing on the date of final acceptance of the work.			
9	Stump Removal. Stump & roots shall be removed below ground level to a minimum depth of six inches & then chemically treated to ensure no suckers grow within 12 months OR remove the entire trunk to where chemical treatment is not necessary. Remove all debris including wood chips. Immediately notify the City/County Agent so that staff can fill the hole with topsoil. Vendors will not be required to fill with clean topsoil & rake level.			
Equipment Specifications/Requirements				
10	CONTRACTOR shall provide all labor, equipment, materials, & other supplies necessary to safely & effectively accomplish all services required under this Agreement. Such labor & equipment shall include, but not be limited to, the following:			

Item No.	Specification	Yes	No	Comments
11	Truck-mounted fully insulated, fifty (50) foot minimum vertical reach aerial lift, equipped with all necessary outriggers & safety devices. Aerial lift must comply with American National Standards Institute (A.N.S.I.) Standard A92.2.			
12	Disc type brush chipper (twelve (12) inch minimum).			
13	Stump grinder of sufficient size to grind most stumps. The City/County will not pay extra for any broken teeth. Prices shall include teeth.			
14	Three chain saws that CONTRACTOR shall maintain in good & operable condition throughout the term of this Agreement. The chain saws shall be of sufficient size & design for the services required under this Agreement.			
15	Rope, climbing saddle, pole saws, & related equipment for use by the tree climber during all tree removal & trimming/pruning operations. Such equipment shall be maintained by the CONTRACTOR in good & operable condition throughout the term of this Agreement, & shall be of sufficient size & design for the services required under this Agreement.			
16	Equipment must be owned or leased, so it is available at all times. It cannot be rented equipment.			
17	Personnel who are experienced & properly trained to safely & efficiently operate all of the above equipment & perform all tree removal & trimming/pruning services in accordance with the standards required under this Agreement. Temporary employees are not allowed.			
Safety				
18	Ensure that all tree removal & trimming/pruning services provided under this Agreement are performed safely & in accordance with all applicable federal, state, & local laws & regulations. Mandatory safety practices include the following:			
19	Upper booms & personnel baskets of aerial lifts must be fully insulated at all times.			
20	Electrically approved hardhats must be worn at each work site.			
21	Warning signs, traffic cones, flashing lights, etc., shall be utilized at each work site.			
22	Aerial lift truck outriggers must be down whenever the aerial lift is in operation.			
23	Chocks shall be properly placed to the front & back of the aerial lift truck whenever the aerial lift is going to be used. The outriggers shall not be substituted for use of the chocks.			
24	Eye protection (i.e., safety goggles, face shield) shall be worn at all times at work site.			
25	Safety belts must be worn & properly connected to the aerial lift by persons using the aerial lift.			
26	Proper safety equipment shall be used during all stump grinding & chipping operations.			

Item No.	Specification	Yes	No	Comments
27	<p>Manufacturer's instructions: All materials & equipment shall be applied, installed, connected, erected, used, cleaned, & conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the contract documents.</p>			
28	<p>Public convenience & safety</p> <ol style="list-style-type: none"> 1. The Contractor must so conduct operations as to offer the least possible obstruction & inconvenience to the public, & shall have under construction no greater length or amount of work than can be performed with due regard to the rights of the public. 2. The Contractor must provide & maintain such fences, barriers, directional signs, lights, & flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work & to give directions to the public. Any street break permits required are the responsibility of the Contractor. 			
29	<p>Protection of existing utilities</p> <ol style="list-style-type: none"> 1. Identification & location of all underground utilities are the responsibility of the Contractor. The Contractor shall: <ol style="list-style-type: none"> a. Notify the Owner in writing, on each occasion, of the intent to work near underground utility services or structures. Submit proposed work "procedure for approval" to assure safe & continuous operation of the service. 2. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the contractor must notify the Owner immediately. 3. In the event utilities are damaged during construction, temporary services &/or repairs must be made immediately, at the Contractor's expense, to maintain continuity or services. 			
30	<p>Owner/Operators: While it is understood that owner/operators are not required to follow the same safety rules administered by the Department of Labor & Industries, by submission of a bid, it shall be expressly understood that due care shall be exercised at all times to maintain a safe environment. Anytime an owner/operator hires an employee, the employee shall be required to follow all pertinent safety rules. Owner/operators are still required to maintain the proper certificates of insurance in full force & effect & the City of Yakima/Yakima County shall be held harmless of any liability whatsoever that could result from injuries, property damage, etc.</p>			
31	<p>The Agent for the City/County or his/her designee may order that the CONTRACTOR stop work whenever any safety violation is observed &/or evidenced. The CONTRACTOR shall comply with the stop work order & shall not resume work until the safety violation is corrected to the satisfaction of the City/County Agent or his/her designee. The CONTRACTOR shall not be entitled to any compensation for time during the period of the stop work order.</p> <p>Identification & location of all underground utilities are the responsibility of the Contractor. The Contractor shall:</p>			

Item No.	Specification	Yes	No	Comments
	<ol style="list-style-type: none"> 1. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the contractor must notify the Owner immediately. 2. In the event utilities are damaged during construction, temporary services &/or repairs must be made immediately, at the Contractor's expense, to maintain continuity of services. 			
Dust/Debris Control				
32	The contractor must take whatever steps, procedures or means as are required to prevent abnormal dust & debris conditions being caused by the operation in connection with the work. Dust control must be incidental to this project and in accordance with Clean Air Laws.			
33	All areas where personnel are, or will be present during the course of work, shall be thoroughly cleaned of debris & garbage daily. Specific areas are adjacent buildings, walkways & parking areas.			
Contractor's Use of the Premises				
34	Work included: This Section applies to situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractor's, employees, & field engineers, enter upon the Owner's property.			
35	<p>Truck & equipment access:</p> <ol style="list-style-type: none"> 1. To avoid traffic conflict with vehicles of the Owner's employees & customers & to avoid over-loading of streets & driveways elsewhere on the Owner's property, limit the access of trucks & equipment to the route as approved by the Parks Operations Supervisor. 2. Provide adequate protection for curbs & sidewalks over which trucks & equipment pass to reach the job site. 			
36	<p>Contractor's vehicles:</p> <ol style="list-style-type: none"> 1. Require Contractor & employee's vehicles & all other vehicles entering upon the Owner's property in performance of the Work of the Contract, to use only the access route approved by the Owner. 2. Do not permit such vehicles to park on any street or other area of the Owner's property except in an area approved by the Owner. 			

VI. SPECIAL TERMS AND CONDITIONS

The Owner intends to incorporate the following Special Terms and Conditions into any contract negotiated as a result of this BID. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

A. Consideration:

The City and County agree to compensate the CONTRACTOR at the rates as listed on the bid sheet on pages 20-21 for all tree removal and trimming/pruning services, Schedules I, II & III, provided pursuant to this Agreement. There shall be no travel time added to the invoices. Time charged shall be from the time CONTRACTOR arrives at the work site. Estimates and meeting with owner shall also be included. CONTRACTOR shall submit satisfactory documentation/invoice evidencing said services to the designated City/County agent or his/her representative on a monthly basis. The City/County shall make payment to CONTRACTOR within thirty (30) calendar days upon receipt of the documentation/invoice. All payments are expressly conditioned upon CONTRACTOR providing services hereunder that are deemed satisfactory by the City/County.

B. Indemnification and Hold Harmless:

1. 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 Contractor, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.
2. If the negligence or willful misconduct of both contractor 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 contractor 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.
3. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

C. Indemnity/Contractor's Liability Insurance:

1. The Service Provider agrees to indemnify and save harmless the City/County, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance or any service hereunder.
2. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.
3. Contractors Liability Insurance: The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverages, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to City/County. The requirements contained herein, as well as City/County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:	Combined Single Limit:	\$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate
Auto Liability:	Combined Single Limit:	\$1,000,000 Per Occurrence

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

If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and City of Yakima/Yakima County shall be named as an additional insured for such higher limits.

The Contractors' insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the City/County shall be in excess of the Contractor's insurance and shall not contribute to it.

The contractor will provide a Certificate of Insurance to the City/County as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

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.

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

4. Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City/County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.
5. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City/County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

D. Prevailing Wages:

The contractor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages.

1. 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 maintenance contract.
2. 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 work, 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.
3. 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.

During the term of this contract, it is required that the Intent to Pay Prevailing Wage is filed at the beginning of each contract year.

The State of Washington prevailing wage rates applicable for this maintenance work, 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>

An Affidavit of Wages Paid must be filed following completion of each individual project or “call-out”. The affidavit must list the specific location of the project.

- The City of Yakima and Yakima County will accept the combined Intent/Affidavit form (attached) for jobs under \$2,500 (including tax). This form may be attached to each individual invoice. There is no filing fee when this form is used.

Separate Intents and Affidavits shall be filed for City of Yakima and Yakima County.

E. Status of Contractor:

CONTRACTOR and the City/County understand and expressly agree that CONTRACTOR is an independent CONTRACTOR in the performance of each and every part of this Agreement. The CONTRACTOR, as an independent CONTRACTOR, assumes the entire responsibility for carrying out and accomplishing the work/services required under this Agreement. CONTRACTOR and its officers, employees, agents, instructors, and subcontractors shall make no claim of City/County employment nor shall claim any related employment benefits, social security, and/or retirement.

F. Taxes and Assessments:

CONTRACTOR shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City/County is assessed a tax or assessment as a result of this Agreement; CONTRACTOR shall pay the same before it becomes due.

G. No Insurance Provided by City/County:

It is understood the City/County does not maintain liability insurance for CONTRACTOR and/or its officers, employees, agents, instructors, and/or subcontractors.

VII. BID FORM

INVITATION TO BID NO. 11502

TO BIDDER:

PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE CITY/COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED. THE CITY/COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 60 CALENDAR DAYS.

Quote your lowest price for the following:

Item No.	Description	Qty.	Price Per Unit	Total Price (without tax)
SCHEDULE 1 Trimming/Pruning and Tree Removal – Regular Rates				
1.	Trimming/Pruning/Removal Cost Per HOURLY for a Two-Person Crew Including Equipment	1	\$ _____	\$ _____
2.	Trimming/Pruning/Removal Cost Per DAY for a Two-Person Crew Including Equipment (based on an 8 hour work day)	1	\$ _____	\$ _____
3.	Trimming/Pruning/Removal Cost Per HOURLY for each <u>Additional</u> Crew Person Including Equipment	1	\$ _____	\$ _____
4.	Trimming/Pruning/Removal Cost Per DAY for each <u>Additional</u> Crew Person Including Equipment	1	\$ _____	\$ _____
Trimming/Pruning and Tree Removal – Emergency Rates				
5.	Trimming/Pruning/Removal Cost Per HOURLY for a Two-Person Crew Including Equipment	1	\$ _____	\$ _____
6.	Trimming/Pruning/Removal Cost Per DAY for a Two-Person Crew Including Equipment (based on an 8 hour work day)	1	\$ _____	\$ _____
7.	Trimming/Pruning/Removal Cost Per HOURLY for each <u>Additional</u> Crew Person Including Equipment	1	\$ _____	\$ _____
8.	Trimming/Pruning/Removal Cost Per DAY for each <u>Additional</u> Crew Person Including Equipment	1	\$ _____	\$ _____

Item No.	Description	Qty.	Price Per Unit	Total Price (without tax)
SCHEDULE 2				
Stump Grinding – Regular Rates				
9.	Stump Grinding Cost Per HOUR for a Two-Person Crew Including Equipment	1	\$ _____	\$ _____
10.	Stump Grinding Cost Per DAY for a Two-Person Crew Including Equipment (based on 8-hour day)	1	\$ _____	\$ _____
11.	Stump Grinding Cost Per HOUR for Each <u>Additional</u> Crew Person Including Equipment	1	\$ _____	\$ _____
12.	Stump Grinding Cost Per DAY for Each <u>Additional</u> Crew Person Including Equipment	1	\$ _____	\$ _____
SCHEDULE 3				
Outside City Limits – Travel Rates (in addition to regular rates)				
13.	Boom Truck – Per Mile	1	\$ _____	\$ _____
14.	Regular Truck – Per Mile	1	\$ _____	\$ _____
List discount offered off list price for any other items not specifically listed: _____%				
WA STATE SALES TAX – Destination Based @ 8.2%				

VIII. VENDOR QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Bidder to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Bid Proposal. **Failure to submit this form fully complete, my result in disqualification of Bid Proposal.**

VENDOR INFORMATION

Bidder's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President
Name: _____

Contractor License No. _____ UBI No. _____ Federal EIN No. _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

Number of years Contractor has been engaged in business: _____

Name the person to contact for questions concerning this Bid proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

BIDDER: _____

VENDOR QUESTIONNAIRE

COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.*

Yes: _____ No: _____

Please explain _____

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?

Yes: _____ No: _____

Please explain _____

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

Yes: _____ No: _____

Please explain _____

EXPERIENCE

Contractor must have at least five (5) years experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years:

1. Location and for whom performed:

Phone: _____ Contact Person: _____

2. Location and for whom performed:

Phone: _____ Contact Person: _____

BIDDER: _____

VENDOR QUESTIONNAIRE

Page 3 of 3

3. Location and for whom performed:

Phone: _____ Contact Person: _____

4. Technician must have at least two (2) years experience in this field of work.

IX. E-VERIFY

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

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

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

E-VERIFY COMPLIANCE DECLARATION

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

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.

I certify that I am duly authorized to sign this declaration on behalf of my company.

I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: _____

Dated this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Address: _____

Phone #: _____ Email Address: _____

X. PERSONNEL INVENTORY FORM

*** To Accompany Bid Proposal ***

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

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

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

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

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

XI. SAMPLE CERTIFICATE OF INSURANCE

ACORD		GENERAL		DATE(MM/DD/YYYY) Current Date			
CERTIFICATE OF LIABILITY INSURANCE							
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER		CONTACT NAME: Insurance Agent Information					
INSURANCE AGENT ISSUING CERTIFICATE ADDRESS		PHONE (A/C, No, Ext)		FAX (A/C, No)			
		E-MAIL ADDRESS: <input type="checkbox"/>					
INSURED ENTITY INSURED ADDRESS		INSURER(S) AFFORDING COVERAGE		NAIC#			
		INSURER A: A-VII or better, admitted carrier					
		INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E:					
INSURER F:							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADSL INSR	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$ 1,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GENERAL AGGREGATE \$ 2,000,000		PRODUCTS - COM/POP AGG \$				
A	AUTOMOBILE LIABILITY	X		POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS						
A	UMBRELLA LIAB			POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	POLICY NUMBER	start date	stop date	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.							
CERTIFICATE HOLDER				CANCELLATION			
City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE			

ACORD25(2010/05)

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.

COMMERCIAL GENERAL LIABILITY

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

2. Exclusions

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.