**City of Yakima/Yakima County Joint Bid**

**NOTICE TO BIDDERS No. 11512**

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 19, 2015.** At such time, Bids will be opened and publicly read for:

TELESPAR Brand Sign Support System

Above per specifications or approved and acceptable equal. Bid Packets are available online at [www.yakimawa.gov/services/purchasing](http://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 of Yakima reserves the right to reject any and all BID’s. The City 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 5th day of March, 2015.

Sue Ownby, CPPO

City/County Procurement Manager

Publish on March 8 and March 9, 2015

**YHR acct.** 10830

YAKIMA COUNTY/CITY OF YAKIMA

****

**INVITATION TO JOINT BID # 11512**

****

**COVER SHEET ~***THIS IS NOT AN ORDER*

|  |
| --- |
| BID Release Date: March 5, 2015 |
| **Bid Receipt**: Bid envelope must be sealed and plainly marked with due date, time, and Bid Number 11512 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 19, 2015 at 2:00:00 PM PST** | Public Opening 🗹 | Purchasing For:Yakima County ER&R and City of Yakima Traffic Division |
| **BIDDER’S Name & Address (to be filled out by Bidder):**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Buyer in charge of this procurement (Contact for further information):Sue Ownby, Purchasing Manager |
| Phone(509) 576-6695 | E-Mail AddressSue.Ownby@yakimawa.gov  |
| **PROJECT DESCRIPTION SUMMARY** |
| **TELESPAR Brand Sign Support System in different sizes** |
| Enter Prompt Payment Discount: \_\_\_\_\_% net\_\_\_\_days | We/I will complete delivery within \_\_\_\_\_\_days after receipt of order. |
| **Delivery Details**: FOB Destination |
| [ ]  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 |

# Contents

[II. GENERAL INFORMATION 5](#_Toc413315146)

[**A.** **Purpose:** 5](#_Toc413315147)

[**B.** **Contracting Agency and Point of Contact:** 5](#_Toc413315148)

[**C.** **New and Unused:** 5](#_Toc413315149)

[**D.** **Best Modern Practices:** 5](#_Toc413315150)

[**E.** **Equal/Approved Equal:** 5](#_Toc413315151)

[**F.** **Exceptions:** 6](#_Toc413315152)

[**G.** **More or Less:** 6](#_Toc413315153)

[**H.** **Delivery:** 6](#_Toc413315154)

[**I.** **Delivery Acceptance:** 6](#_Toc413315155)

[**J.** **Contract Term:** 6](#_Toc413315156)

[**K.** **Pricing and Discount** 6](#_Toc413315157)

[**L.** **Price Increases:** 7](#_Toc413315160)

[**M.** **Expansion Clause:** 7](#_Toc413315161)

[**N.** **Warranty:** 8](#_Toc413315162)

[**O.** **Regulations and Codes:** 8](#_Toc413315163)

[**P.** **Prompt Payment:** 8](#_Toc413315164)

[**Q.** **Payments:** 8](#_Toc413315165)

[**R.** **Payment Method – Credit Card Acceptance:** 8](#_Toc413315166)

[**S.** **Acceptance of Terms:** 8](#_Toc413315167)

[**T.** **Sales Tax:** 8](#_Toc413315168)

[**U.** **Tax Revenues:** 9](#_Toc413315169)

[**V.** **Clarifications and/or Revisions to Specification and Requirements:** 9](#_Toc413315170)

[**W.** **Incurring Costs:** 9](#_Toc413315171)

[**X.** **No Obligation to Contract:** 9](#_Toc413315172)

[**Y.** **Retention of Rights:** 9](#_Toc413315173)

[**Z.** **Points Not Addressed:** 9](#_Toc413315174)

[**AA.** **Force Majeure** 10](#_Toc413315175)

[**BB.** **Other City/County Departments/Like Items Added** 10](#_Toc413315176)

[**CC.** **Termination - Convenience:** 10](#_Toc413315177)

[**DD.** **Re-Award** 10](#_Toc413315178)

[**EE.** **Errors and Omissions** 10](#_Toc413315179)

[**FF.** **Changes:** 10](#_Toc413315180)

[**GG.** **Assignment.** 10](#_Toc413315181)

[**HH.** **Venue** 10](#_Toc413315182)

[III. PREPARING AND SUBMITTING A BID 11](#_Toc413315183)

[**A.** **General Instructions:** 11](#_Toc413315184)

[**B.** **Submitting a Bid:** 11](#_Toc413315185)

[**C.** **Multiple Bids:** 11](#_Toc413315186)

[**D.** **Withdrawal of Bids:** 11](#_Toc413315187)

[IV. EVALUATION AND CONTRACT AWARD 11](#_Toc413315188)

[**A.** **Preliminary Evaluation:** 11](#_Toc413315189)

[**B.** **Bid Evaluation:** 11](#_Toc413315190)

[**C.** **Offer in Effect for Ninety (90) Days:** 12](#_Toc413315191)

[**D.** **Protest Procedure:** 12](#_Toc413315192)

[V. BID FORM 13](#_Toc413315193)

**Invitation to Bid # 11512**

**TELESPAR Sign support System**

# GENERAL INFORMATION

## **Purpose:**

It is the intent and purpose of these specifications to describe TELESPAR Sign Support Systems in sufficient detail to secure bids on comparable units, equipment parts and material. All parts, which are necessary in order to provide a complete unit, ready for operation, 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.

## **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.

## **New and Unused:**

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

## **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.

## **Equal/Approved Equal:**

These specifications are intended to be precise where a specific make, model or trade name is requested. Whenever a make, model or trade name is used, it shall be that or equal, or approved equal. Equal or approved equal means that the make, model or trade name will be given consideration if they fulfill the same performance requirements. The City/County reserves the right to make the decision on acceptability. Each bidder shall clearly identify make, model or trade name of equipment bid on the face of their bid. Any equipment proposed as an equal to that herein specified must be substantiated with supporting data to justify such request for substitution.

## **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.

## **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. Generally, both the City and the County try to order once or twice per year.

## **Delivery:**

Each bidder is required to list on the proposal and/or Bid 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 Bids. Failure to include a specific number of calendar days may be sufficient grounds for rejection of Bid.

## **Delivery Acceptance:**

Delivery will be accepted by the City of Yakima OR Yakima County, FOB at the address specified at the time of order, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

## **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.

## **Pricing and Discount**

The Owners qualify 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.

## **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.

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.
2. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. Original pricing shall be fixed and firm for the first year of the contract.

Price requests are at the discretion of the Purchasing Manager; and must also be:

* + The direct result of increases at the manufacturer's level (or if Bidder is a supplier of a raw material delivered directly to the City/County such as brass, the increase must be verified at the supplier level).
	+ Incurred after contract commencement date.
	+ Not produce a higher profit margin than that on the original contract.
	+ Clearly identify the items impacted by the increase.
	+ Be filed with Purchasing Manager a minimum of thirty (30) calendar days before the effective date of proposed increase.
	+ Be accompanied by detailed documentation acceptable to the Purchasing Manager sufficient to warrant the increase.
	+ Should not deviate from the original contract pricing scheme/methodology.

## **Expansion Clause:**

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item 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).

## **Warranty:**

Bidders are to submit a copy of all warranties for the product(s) being offered with their response. A copy of the warranties shall also accompany products delivered. Bidders shall state terms and conditions of guarantee/warranty.

## **Regulations and Codes:**

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/County safety codes.

## **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

## **Payments:**

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

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.

## **Payment Method – Credit Card Acceptance:**

The City/County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. The City/County’s preferred method of payment is by procurement (credit) card. Respondents may be required to have the capability of accepting the City/County’s authorized procurement card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the procurement card as a form of payment.

## **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.

## **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.

## **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.

## **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](http://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.

## **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.

## **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”.)

## **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.

## **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.

## **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.

## **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.

## **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.

## **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.

## **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.

## **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.

## **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.

## **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.

# PREPARING AND SUBMITTING A BID

## **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.

## **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.

## **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.

## **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.

# EVALUATION AND CONTRACT AWARD

## **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.

## **Bid Evaluation:**

Evaluation of bids shall be based on cost, past experience with proposed manufacturer's service availability, parts availability, equipment design and functionalism and effect on productivity and bidder's supporting documentation.

## **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.

## **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 protester. 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 protester 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.

# BID FORM

**INVITATION TO BID NO. 11512**

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:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SCHEDULE 1** |  |  |  |  |
| **Item No.** | **Description** | **County****Qty** | **City****Qty** | **Price****Per Unit** | **Total Price****(without tax)** |
| **1.** | **TELESPAR 2” x 2”x10’ Post** | **500** | **100** | **$\_\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **2.** | **TELESPAR 2” x 2”x11’ Post** | **1000** | **0** | **$\_\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **3.** | **TELESPAR 2” x 2”x12’ Post** | **500** | **175** | **$\_\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **4.** | **TELESPAR 2” x 2”x13’ Post** | **300** | **0** | **$\_\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **5.** | **TELESPAR 2” x 2”x20’ Post** | **100** | **0** | **$\_\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **6.** | **TELESPAR 2 ½ ” x 2 ½ ”x 18’ Sleeve** | **800** | **0** | **$\_\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **7.** | **TELESPAR 2 ¼ ” x 2 ¼ ”x 30” Anchor** | **800** | **225** | **$\_\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **8.** | **TELESPAR 2 ¼ ” x 2 ¼ ”x 36” Anchor** | **200** | **0** | **$\_\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **9.** | **TELESPAR 1 2/4 x 1 ¾ x 24” Finger Sign Sleeve** | **200** |  | **$\_\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| List discount offered off list price for *any other items* not specifically listed |  |  |  |  \_\_\_\_\_\_\_\_\_\_% |
| **SALES TAX – Destination Based (not considered in award)** |  | **County 7/9%****City 8.2%** |  |  **TOTAL \_\_\_\_\_\_\_\_\_\_\_\_** |