

City of Yakima
NOTICE TO BIDDERS No. 11522

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 May 7, 2015**. At such time, Bids will be opened and publicly read for:

Two (2) SmithCo Side-Dump Trailers for the Equipment Rental Division

This is a potential 5-year contract with future orders possible.

Above per specifications. NO EXCEPTIONS. 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 of Yakima reserves the right to reject any and all BIDs. 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 23rd day of April, 2015.

Maria Mayhue, CPPO
Senior Buyer

Publish on April 23 and 24, 2015



CITY OF YAKIMA INVITATION TO BID # 11522 COVER SHEET

THIS IS NOT AN ORDER

BID Release Date: April 23, 2015

Bid Receipt: Bid envelope must be sealed and plainly marked with due date, time, and Bid Number **11522**, 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

May 7, 2015 at 2:00:00 PM PST

Public Opening

Purchasing For:

City of Yakima Equipment Rental Division – Public Works
2301 Fruitvale Blvd.
Yakima, WA 98902

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

Maria Mayhue, Senior Buyer

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

Phone

(509) 575-6094

E-Mail Address

maria.mayhue@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

Two (2) SmithCo Side-Dump Trailers for the Equipment Rental Division

This is a potential 5-year contract with future orders possible.

Enter Prompt Payment Discount: ____% net ____ days

We/I will complete delivery within ____ days after receipt of order.

Delivery Details: FOB Destination: 98902

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 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 in this Invitation to Bid and all terms of our Bid.

Company Name

Company Address

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Email Address

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Invitation to Bid # 11522
Two (2) SmithCo Side-Dump Trailers
For the Equipment Rental Division

II. GENERAL INFORMATION

1. Purpose:

It is the intent and purpose of these specifications to describe **SmithCo Side-Dump Trailers** in sufficient detail to secure competitive bids. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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 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.

7. 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.

8. Delivery Acceptance:

Delivery will be accepted by the City of Yakima, FOB Equipment Rental Division, 2301 Fruitvale Boulevard, Yakima, Washington, 98902, between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, ready for regular and safe operation. The successful Vendor's personnel making the delivery shall instruct City personnel in maintenance and proper operation of the equipment prior to their departure from the delivery site. All equipment shall have complete pre-delivery setup and service.

9. Delivery of Unapproved Substitutions

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

10. Contract Term:

The period of this contract shall be for a period of one year from its effective date. The City may, at its option, extend the contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew.

So that other unanticipated orders may be placed, or so that other entities may piggyback the resulting contract, prices shall remain firm for 12 months from receipt of contract award.

11. Pricing and Discount

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

- A. 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.
- B. 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 Vendor 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.

12. 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.

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.

- A. Prices shall remain firm for the first twelve month period of the contract.
- B. If requested by the Contractor in writing on the anniversary date of each year of the contract, the Owner will consider increasing the Contractor's rates, if there was an increase in the Manufacturer Suggested Retail Price (MSRP). The increase request will be based upon the percentage off MSRP that appears on the original Bid Form submitted by the Contractor. Proof of Manufacturer's price increase (published list, catalog, etc.) must be included with the request.

The Owner, in its sole discretion, will decide whether to approve or deny the rate increase request or any part thereof within thirty (30) days of receipt of the request. If approved, increase shall take effect thirty (30) days after approval.

- C. Price increases for any other justifiable reason will be considered on a case-by-case basis.

13. Price Decreases:

During the contract period and any renewals thereof, any price declines at manufacturer's level shall be reflected in a reduction of the contract price to the City, retroactive to the date they were effective to the bidder.

14. 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).

15. 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.

16. Warranty Coverage:

Warranty coverage will not commence until the date the completed unit is put into service as reported by the City; or thirty (30) days after final payment for the unit(s); whichever occurs first.

17. Permits:

All necessary permits required to perform work are to be supplied by the Vendor at no addition cost to the City.

18. 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 safety codes.

19. 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, 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

20. Payments:

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

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

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.

21. Payment Method – Credit Card Acceptance:

The City, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. The City's preferred method of payment is by procurement (credit) card. Respondents may be required to have the capability of accepting the City'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.

22. Acceptance of Terms:

Acceptance of a City 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.

23. Sales Tax:

The City of Yakima's 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. *TRAILER PURCHASES ARE TAXED AT POINT OF SALE.*

24. Tax Revenues:

RCW 39.34.040 allows the City 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.

25. 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.

26. 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.

27. 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".)

28. 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 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.

29. 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.

30. 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.

31. Other City Departments/Like Items Added

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

32. Materials Bought from Different Supplier:

Should the contracted vendor be unable to or refuse to supply materials, on any given day, against this predetermined delivery schedule to which the supplier has agreed and the City is forced to do the work with materials bought from a different supplier, the difference in the Bid price of the materials 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 products.

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

- A. Unavoidable mechanical breakdowns
- B. Strikes
- C. Inability to secure component materials
- D. Acts of God
- E. 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.

33. 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.

34. Termination - Cause:

The City reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Bidder are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

35. Re-Award

When the contract is terminated by the vendor upon thirty (30) days notice as herein provided, the City, may re-award the contract to the next most responsible bidder. When a vendor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible bidder.

36. Errors and Omissions

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

37. 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.

38. Assignment.

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

39. 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. This Agreement shall be governed by the laws of the State of Washington.

III. PREPARING AND SUBMITTING A BID

1. 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.

2. 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.

3. 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.

4. 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

1. 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.

2. 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.

3. 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.

4. 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 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 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.

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.

1. 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.

2. 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 shall be the sole judge as to whether an exception is acceptable or not.

Item #	Specification	Yes	No	Comments
1	Model S2-4036 MHV SmithCo Side-Dump Trailer			
2	Frame Length: 39' 5" w/o Pushblock			
3	Kingpin: 2" Removable, replaceable type			
4	Tub Length: 36', Inside length			
5	Width: 102", Maximum			
6	Height: 10' @ Tub side			
7	Tub Capacity: High volume style; 22 cubic yard, waterfull capacity, minimum; tub construction must meet waterfull capacity, use of extensions or sideboards to achieve capacity will not be allowed; heaped capacity of 43 cubic yard, minimum; heaped capacity is meant to be within the structure of the tub, no payload would be above the tub, the trailer would be tarpable.			
8	Tub Construction: 3/16" AR400 Steel floor, 3/16" AR400 steel sides; half round bottom design with floor to be one piece full length, no splices; tub rails to be one piece full length, no splices.			
9	Tub Liner: Spray in coal tar epoxy, 15 mil minimum dry thickness			
10	Dump Angle: 45 Degree minimum			
11	Frame Construction: 80/100 KSI Minimum yield; fabricated steel I-Beam			
12	Skid Plate: ¼" 80 KSI Minimum yield; 18" x 42" mounted under lower frame; located 62" behind the kingpin			
13	Landing Gear: Heavy duty, load bearing, two-speed landing legs; sand shoes, 120 square inch minimum; hand crank on passenger side of trailer; severe duty brace package			
14	Bumper: Push bar type, bolt-on; rear plate to be "W" shaped for pushing with either a dozer or loader bucket; push bar to extend a minimum of 23" behind the rear of the trailer			
15	Cylinders: 3500 PSI, 5" Bore, single stage			
16	Hydraulic System: Entire system rated at 3500 PSI min.; steel hydraulic tubing to be one piece, no joints, rubber mounted; all fittings, hoses, couplers, & valves mounted after frame is painted			

Item #	Specification	Yes	No	Comments
17	Hydraulic Valve: Hydraulic directional valve to be mounted in the trailer directly behind the rear 5 th wheel crossmember so that it is accessible. This valve is a 3500 PSI, tandem spool valve with built-in pressure relief. The normal condition of the valve is to have the pump flow return to reservoir & the work ports are closed. This valve is operated from the truck by electric switch. The wiring & air solenoids must be inside an air-tight junction box like Hoffman box, Part #HJ806WLG. Toggle switch for cab & male electric plug are included.			
18	Hydraulic Couplers: Aeroquip FD45-1002-16-16 (return) & Aeroquip FD1003-16-16 (pressure)			
19	Hinges: Self-Aligning, spherical bearing type (greasable). Steel pin that the spherical bearing is installed on must be fastened by a threaded nut.			
20	Suspension: Ridewell RW260, 25,000 lb. Air Ride Suspension or equivalent (specify brand & model, if bidding equal)			
21	Axles: (2) 25,000# Capacity, minimum; quick change S-cams & automatic slack adjusters			
22	Hubs: 10 Hole, hub piloted, oil bath			
23	ABS: 2S1M Anti-lock brake system			
24	Drums: Outboard mount, cast steel			
25	Wheels: Steel disc, 12.25 x 22.5 (8)			
26	Tires: Dunlop D630M 11 R 22.5 H ply (8) or equivalent (specify brand & model, if bidding equal)			
27	Brakes: 16 ½" x 7"			
28	All fittings, hoses, & valves to be mounted after frame is painted			
29	Air Tanks: All air tanks to have lanyard operated drains			
30	Hub-O-Meter: Driver's side, front axle			
31	Fenders: Front & rear, ¼" thick synthetic mounted at 7 degree slope. Fender material must be smooth. Ribbed type fender material that captures and carries spilled materials not allowed.			

Item #	Specification	Yes	No	Comments
32	Anti-Spray Fender Brushes: Along both rear fenders			
33	Lights: 12 Volt ICC w/Sealed harness, supported to inside of frame, maximum 24"; 4" round taillights, rubber mounted in a steel taillight bar; all lights to be LED type except the ABS warning light; complete light system to be installed after trailer is painted			
34	Auxiliary Turn Signals: J.V.R. Safe-T-Signal SB-S1102 & SB-S4101, mounted behind landing legs; LED type			
35	Mud Flaps: (4) Heavy duty rain trapper type: (2) mounted at the rear of the front fenders; (2) mounted at the rear of the rear fenders			
36	Rear Gladhands: One set of air Gladhands to be mounted at the rear of trailer, boxed in, covered for protection			
37	Paint: Clean and carbide steel grit blast to remove all rust, slag, grease, oil and other undesirable materials; primer to be a minimum of 2 mills thick; polyurethane type paint is to be used in order to minimize the number of paint fractures caused by impact; Tub & Frame: polyurethane paint only, SmithCo White			
38	Certificate Holder: Sealed type			
39	Tarp: Side-to-side roll tarp made by Aero, Electric; vinyl type tarp material; tarp rides on each end of the tub & one center tarp support when the tub is tarped; the tarp axis goes over and back up under tarp locks that secure the tarp to the top of the tub; 99% water-tight; tarp to include all cab controls			
40	Safety Switch: Tarp shall include a safety switch that will not allow the tub to be dumped until the tarp is fully retracted.			
41	Minimum Tractor Hydraulic Requirements: 25-30 GPM; 2,500 to 2,700 PSI; 10 Gallon reservoir; 10 Micron return line filter			

VI. SPECIAL TERMS AND CONDITIONS

1. **Published List Prices:**

If applicable, a copy of your published list price(s) shall be included with your Bid Submittal. Each Bidder shall bid a percentage discount based on this published list in the space provided on the Bid Form. It is understood that the discount quoted on this Bid shall be based on the attached published list price and this shall be the minimum discount given throughout the term of the contract.

2. **Factory Service:**

Factory authorized service must be available within a reasonable distance. Please indicate company name and address of closest service facility in the space provided on the Bid Form.

3. **Pre-Delivery Servicing:**

Regardless of whether selling dealer physically receives unit at the dealership, delivery of all units must be accompanied by a signed certificate/checklist of pre-delivery service indicating the unit has been properly prepared and serviced in accordance with manufacturer's instructions by qualified dealer or terminal service personnel. Failure to provide satisfactory pre-delivery service and/or completed checklist may result in delay of unit acceptance and payment. Purchaser shall immediately notify dealer of any discrepancies requiring correction. Dealer shall effect corrections within two working days or authorize purchaser to make necessary corrections and deduct reasonable charges for costs incurred.

4. **Papers to Accompany Trailer:**

All necessary paperwork to title the unit with the Washington State Department of Licensing will be furnished at the time of delivery. Dealer shall provide signed Certificate/Checklist of pre-delivery service, owner's manual, warranty and invoice. If incorrect or not provided at time of delivery, payment may be withheld until all such papers are corrected/received.

5. **Manuals and Warranties:**

For each piece of equipment delivered, one (1) operator's manual, one (1) repair manual, one (1) shop type maintenance manual, factory warranty (for unit, parts and service), as well as any additional warranties shall be submitted to Stuart Petri, at 509-575-6034 at the time the equipment is delivered. Also provide in CD or DVD format, if available. The operator's manual shall contain complete operating instructions for the equipment, accessories and the electrical systems. Failure to provide these manuals shall result in delay of payment.

6. **OEM:**

All accessories and features listed herein shall be those supplied by the original equipment manufacturer (OEM). Any accessories, features, or operational performance required by OSHA or WISHA laws or mandates, applicable to the equipment being bid, shall be provided by the manufacturer. All units associated with this purchase shall be of the same design and quality as those sold through normal retail channels; and they shall possess the latest technology, accessories, and features offered on standard retail unit; whether or not they are called for in the following specifications.

7. **Deviations:**

After a purchase order is awarded to a successful bidder, there shall be no deviations from any requirements stated in the published equipment specification(s) during the manufacturing or assembly process of the units offered, without prior approval from the Purchasing Manager, and an official revised purchase order issued by the Purchasing Division. Failure to comply with this requirement constitutes breach of contract; and may be grounds for order cancellation, without re-stocking fees or damages to the City, and may result in suspension from the City bidders list.

VII. BID FORM

INVITATION TO BID NO. 11522

TO BIDDER:

PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED. THE CITY 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)
1.	<p>Model S2-4036 MHV SmithCo Side-Dump Trailer per Technical Specifications</p> <p>REQUIRED:</p> <ul style="list-style-type: none"> • Price Bid = ____ % Discount off MSRP • Model Year Bid (e.g. 2015,2016): _____ 	2	\$ _____	\$ _____
<p>Freight, FOB Destination 98902: <i>Shipping/Handling/Insurance</i></p>			<p>INCLUDED</p>	
<p>WA STATE SALES TAX: Trailers - Point of Sale Based @:</p>			<p>_____ %</p>	
<p>Discount offered off list price for options not specifically called out: Exemptions:</p>			<p>_____ % off MSRP (List Price)</p>	
<p>Please indicate company name and address of closest service facility:</p>				

VIII. E-VERIFY

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all Vendors 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 Vendor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable subVendor. The Vendor 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: _____

IX. 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?

**Vendor'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 Vendor's and subVendor's workforce are 10% combined. Vendors and subVendors 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.

X. BIDDER QUESTIONNAIRE

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

BIDDER INFORMATION

Bidder's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President
Name: _____

Business
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 _____

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: _____

BIDDER QUESTIONNAIRE

Page 2 of 2

OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes: _____ No: _____

Please explain: _____