

City of Yakima
NOTICE TO PROPOSERS
RFP No. 11531-P

Notice is hereby given by the undersigned that sealed Requests for Proposals will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00:00 PM October 8, 2015**. At such time, Proposers names will be publicly read for:

**Biosolid Hauling and Optional Land Application Services
for Wastewater Treatment Plant**

Request for Proposal 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 RFPs. The City of Yakima hereby notifies all proposers 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, veteran status, pregnancy, 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 4th day of September, 2015.

Maria Mayhue, CPPO
Senior Buyer

Publish on September 4th & 5th, 2015



CITY OF YAKIMA REQUEST FOR PROPOSAL # 11531-P
COVER SHEET

THIS IS NOT AN ORDER

RFP Release Date: September, 4, 2015

Proposal Receipt: Proposal envelope must be sealed and plainly marked with due date, time, and Request for Proposal (RFP) Number **11531-P**, and the words "DO NOT OPEN" and delivered to the address listed below. **Late proposals will be rejected.** Proposals MUST be date and time stamped on or before the date and time listed below that the proposal is due. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of proposal opening, unless otherwise noted. **Deliver to:**

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

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

Proposals Must be in the office no later than

October 8, 2015 at 2:00:00 PM PST

Public Opening

Purchasing For:

City of Yakima – Wastewater Treatment Plant
2220 East Viola
Yakima, WA 98901

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

Maria Mayhue, Senior Buyer

PROPOSER'S Name & Address (to be filled out by proposer):

Phone

(509) 575-6094

E-Mail Address

maria.mayhue@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

**Biosolid Hauling and Optional Land Application Services for
Wastewater Treatment Plant**

Enter Prompt Payment Discount: _____%net_____days

A schedule shall be coordinated with the City of Yakima and hauling shall start within seven (7) days after contract award.

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 proposal 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 proposal; that this proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Proposer 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 in this Request for Proposal and all terms of our proposal.

Company Name

Company Address

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

E-mail Address

TABLE OF CONTENTS

I.	DEFINITIONS	5
A.	The following definitions of terms shall apply, unless otherwise indicated:	5
II.	GENERAL INFORMATION	6
A.	Introduction	6
B.	Scope and Objectives	6
C.	Background and Current Operations	6
D.	Contracting Agency and Point of Contact	7
E.	Clarifications and/or Revisions to Specification and Requirements	8
F.	News Releases	8
G.	Examining Documents & Facilities.....	8
H.	Calendar of Events.....	8
I.	Contract Term	8
J.	Incurring Costs	8
K.	No Obligation to Contract.....	9
L.	Retention of Rights.....	9
III.	PREPARING AND SUBMITTING A PROPOSAL	9
A.	General Instructions	9
B.	Submitting a Proposal	9
C.	Organization and Format of Required Proposal Elements	9
D.	Multiple Proposals.....	11
E.	Withdrawal of Proposals	11
IV.	EVALUATION AND CONTRACT AWARD	11
A.	Preliminary Evaluation	11
B.	Proposer Presentations.....	11
C.	Evaluation Criteria.....	12
D.	Proposal Scoring.....	12
E.	Award / Best and Final Offers	12
F.	Offer in Effect for Ninety (90) Days	13
G.	Notification of Intent to Negotiate/Intent to Award	13
H.	Right to Reject Proposals and Negotiate Contract Terms	13
I.	Protest Procedure	13
V.	GENERAL PROPOSAL REQUIREMENTS	14
A.	Mandatory Proposer Qualifications	14
B.	Mandatory Contract Performance Requirements	14
C.	Optional alternate land application services to be provided by the Contractor may include the following:	14
D.	General Requirements	15
E.	Technical Proposal (The Technical Proposal should include the following and will be scored on information provided):	15

F.	Proposer References	16
G.	Questionnaire	17
VI.	COST PROPOSAL	17
A.	General Instructions for Preparing Cost Proposals	17
B.	Pricing and Discount	17
C.	Price Clarifications	17
VII.	GENERAL TERMS AND CONDITIONS	17
A.	Provision of Services.....	17
B.	Deviations and Exceptions.....	18
C.	Quantities	18
D.	Other Owner Departments/Like Items Added.....	18
E.	Women & Minority Business Enterprises and Disadvantaged Business Enterprises	18
F.	Acceptance-Rejection	18
G.	Payment Terms and Invoicing	18
H.	Public Records Access	19
I.	Proprietary Information:.....	19
VIII.	SAMPLE CONTRACT	20
A.	Statement of Work	20
B.	Contract Term	21
C.	Compensation	21
D.	Performance by Contractor	22
E.	Services Provided by Different Contractor.....	23
F.	Compliance with Laws	23
G.	Taxes and Assessments	23
H.	Nondiscrimination Provision.....	24
I.	Indemnification and Hold Harmless	24
J.	Insurance Provided by Contractor	25
K.	Change or Notice	26
L.	Price Increases	27
M.	Termination	27
N.	Re-Award	28
O.	Miscellaneous	28
IX.	PROPOSER QUESTIONNAIRE	30
X.	REQUIRED FORMS	32
A.	Cover Sheet: (Page 2)	32
B.	Proposal: (Format per Section III). (Reference Section V. for required content.).....	32
C.	Proposer Questionnaire: (Pages 30-31)	32
D.	Cost Proposal Form: (Page 33)	32
E.	E-Verify Form: (Page 34)	32

I. DEFINITIONS

A. The following definitions of terms shall apply, unless otherwise indicated:

“**Buyer**” means the contact person listed on page 2 of this document.

“**City**” means the City of Yakima, Washington. Also referred to as “**Owner**”.

“**Contract**” means written agreement between the “**Owner**” and the “**Contractor**” (or “**Successful Proposer**”) that covers the delivery of work to be performed subsequent to this RFP.

“**Contract Manager**” means the individual in the City of Yakima Purchasing Division (Buyer) responsible for managing this RFP and subsequent contractual issues.

“**Contractor**” means a proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

“**Department**” means the City of Yakima, Department/Division.

“**Executive**” means the City of Yakima City Manager.

“**Owner**” also referred to as City of Yakima.

“**Project Manager**” means the individual in City of Yakima Divisions and/or an assigned individual from the Contractor responsible for administering day-to-day operational matters of the Contract.

“**Proposal**” means the complete response of a proposer submitted on the approved forms and setting forth the proposer’s prices for providing the services described in the RFP.

“**Proposer**” means any individual, company, corporation, or other entity that responds to this RFP.

“**RFP**” means Request for Proposal.

“**SOW**” means Statement of Work.

“**Subcontractor**” means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract. **No subcontracting will be allowed.**

RFP # 11531-P

Biosolid Hauling and Optional Land Application Services for Wastewater Treatment Plant

II. GENERAL INFORMATION

A. Introduction

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for Biosolid Hauling and Optional Land Application Services. The City of Yakima (referred to as "Owner" throughout this document), Wastewater Treatment Plant as represented by City Purchasing, intends to use the results of this solicitation to award a contract for such services.

B. Scope and Objectives

The City's wastewater treatment plant produces treated dewatered biosolids that may be beneficially used on agricultural land under state and federal regulations. The scope of services called for in this RFP is for the transportation of dewatered biosolids to existing permitted land application sites in Yakima County. In addition, alternate land application sites may be required on an emergency or long term basis, if existing sites become unavailable or too costly to utilize. The City is requesting a proposal that has an optional land application site available. This includes maintaining permits for land application sites and keeping records and preparing reports as required by state and federal regulations.

Resources:

Biosolids Management Guidelines for Washington State (Rev July 2000) – WSDOE:
<https://fortress.wa.gov/ecy/publications/summarypages/9380.html>

Principal Biosolids Guidance – EPA:
<http://water.epa.gov/scitech/wastetech/biosolids/bsguidance.cfm>

C. Background and Current Operations

CURRENT OPERATIONS

The City's wastewater treatment plant produces an average of 1,800 dry tons per year of Class B biosolids. Biosolids meet Class B pathogen reduction standards, Vector Attraction Reduction alternative one (1) and Table three (3) pollutant limits. Solids content of the dewatered digested sludge averages 18% to 23%. The dewatered, digested biosolids are hauled for beneficial use on agricultural land.

ITEMS TO BE PROVIDED BY THE CITY

The City shall provide the Contractor with complete biosolids sampling and analytical results at a frequency and utilizing analytical methods as required by federal, state or local regulations and as necessary for the Contractor's record-keeping requirements. Unless otherwise agreed to between the City and the Contractor, the information provided to the Contractor shall include, but not be limited to:

1. Concentrations of arsenic, cadmium, copper, lead, mercury, molybdenum, nickel, selenium and zinc (all reported on a dry weight basis) in the biosolids to be applied to land. The City will have laboratory results for these pollutants available for the Contractor's use prior to the Contractor's removal of biosolids.
2. Concentrations of total Kjeldahl nitrogen (TKN), ammonia nitrogen, nitrate and nitrite nitrogen, and total phosphorous (all reported on a dry weight basis) in the biosolids to be applied to land. The City will have laboratory results for these analytes available for the Contractor's use prior to the Contractor's removal of biosolids.

3. For each truckload of biosolids removed, a description of how the Class B pathogen reduction requirements in 40 CFR 503.32(b) have been met. The City will provide the Contractor with pathogen reduction test data in accordance with the requirements of state and federal regulations.

<http://www.gpo.gov/fdsys/pkg/CFR-2014-title40-vol30/pdf/CFR-2014-title40-vol30-sec503-32.pdf>

4. For each truckload of biosolids removed, a description of how the vector attraction reduction requirements in 40 CFR 503.33 (b)(1- 8) have been met. The City will provide the Contractor with vector attraction reduction test data in accordance with the requirements of state and federal regulations. If City does not meet one of these standards at the treatment plant then the Contractor will be required to meet it at the application site.

<http://www.gpo.gov/fdsys/pkg/CFR-2014-title40-vol30/pdf/CFR-2014-title40-vol30-sec503-33.pdf>

5. On an annual basis, the City shall prepare signed certification statements in compliance with 40 CFR 503.17 (a)(1), and provide signed original copies to the Contractor.

<http://www.gpo.gov/fdsys/pkg/CFR-2014-title40-vol30/pdf/CFR-2014-title40-vol30-sec503-17.pdf>

ABOUT THE OWNER

The City of Yakima, county seat of Yakima County, was incorporated in 1886 and is located in central Washington State. It encompasses 28.7 square miles in an area of rich volcanic soil. The City is 145 miles southeast of Seattle, and 200 miles southwest of Spokane, Washington. The region is served by rail, highway and air transportation facilities, which have helped develop the City as the commercial and business center of Central Washington. With a 2012 population of 91,930 Yakima is the ninth largest city in the State of Washington.

The City provides the full range of municipal services contemplated by charter or statute. These include public safety (police, fire, and building), public improvements (streets, traffic signals), sanitation (solid waste disposal, sanitary wastewater utility), water and irrigation utilities, transit, community development, parks and recreation, and general administrative services.

The City of Yakima lies within Yakima County in the fertile Yakima River Valley. Apples, cherries, pears, grapes, and other fruits, plus a wide variety of field crops and vegetables make the Yakima Valley one of the top agricultural producing areas of the nation. There are over 400,000 acres of Agriculture zoned land within the County which produce over thirty types of fruits and vegetables. With its farm production base, the Yakima area is a major food processing region.

Adding to the area's economy are over 250 manufacturing firms in the Yakima area that produces a variety of products including wood products, packaging, plastic products, produce and aircraft parts.

D. Contracting Agency and Point of Contact

This RFP 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 RFP process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this RFP until a Notice of Intent to Award the Contract is issued, all contacts with Owners employees, and other personnel performing official business for the Owner regarding this RFP shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.

E. Clarifications and/or Revisions to Specification and Requirements

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

Any questions, exceptions, or additions concerning the subject matter of the RFP 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) business 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 RFP, supplements or revisions will be provided to all known Proposers 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 for updates to this RFP.

If any requirements of the RFP are unacceptable to any prospective Proposer, they may choose not to submit a proposal.

F. News Releases

News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of Proposals shall not be made without the prior written approval of the Buyer listed on page 2.

G. Examining Documents & Facilities

The Proposer is hereby advised that by submitting a Proposal, he/she is deemed to have studied and examined all facilities and all relevant documents and acknowledged all requirements contained herein before proposing.

H. Calendar of Events

Listed below are important dates and times by which actions related to this RFP may be completed. In the event that the Owner finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFP.

DATE	EVENT
September 4, 2015	RFP Issuance
September 30, 2015	Due date for written questions
October 2, 2015	Addenda -Written answers provided (target)
October 8, 2015 at 2:00:00 PM PST	Proposals Due

The schedule of events after the Proposal due date will be handled as expeditiously as possible, but there is not a set schedule. An Evaluation Committee will be formed to evaluate proposals and may choose to interview Proposers or make site visits. Every effort will be made to notify short-listed proposers of important post-opening dates.

I. Contract Term

See Section B of Sample Contract.

J. Incurring Costs

The Owner is not liable for any cost incurred by a Proposer in the process of responding to this RFP 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 RFP.

K. No Obligation to Contract

This RFP does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this RFP 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. Proposals that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. “all-or-none”.)

L. Retention of Rights

The Owner retains the right to accept or reject any or all proposals if deemed to be in its best interests. All proposals become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the proposal to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

III. PREPARING AND SUBMITTING A PROPOSAL

A. General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any on-site visits or best and final offers (BAFOs) where requested. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a Proposal.

B. Submitting a Proposal

Proposers shall submit one (1) original (so marked) and three (3) paper copies, along with one (1) electronic version of all files via USB drive or CD. Any sections deemed by proposer to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) shall be separated from the main document and marked “confidential”. All other sections of the response shall be made available to the public immediately after contract signing. All materials required for acceptance of the Proposal by the deadline must be sent to the address listed on page 2 of this RFP.

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

All Proposals shall list the information on the outside of the package as specified on Page 2 of this RFP.

C. Organization and Format of Required Proposal Elements

Proposers responding to this RFP must comply with the following format requirements. The Owner reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP. Each heading and subheading should be separated by tabs or otherwise clearly marked.

Tab 1 - Table of Contents

Provide a table of contents for the Proposal.

Tab 2 - RFP Cover Sheet

Complete and sign the Cover Sheet, which is page 2 of this RFP solicitation.

Tab 3 - Transmittal Letter

The transmittal letter must be written on the Proposer's official business stationery and signed by an official authorized to legally bind the Proposer. Include in the letter:

- 1) Name and title of Proposer representative;
- 2) Name, physical and mailing address of company;
- 3) Telephone number, fax number, and email address;
- 4) RFP number and title;
- 5) A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
- 6) A statement acknowledging the Proposal conforms to all procurement rules and procedures articulated in this RFP, all rights, terms and conditions specified in this RFP;
- 7) A statement that the individual signing the Proposal is authorized to make decisions as to the prices quoted and that she/he has not participated and will not participate in any action contrary to the RFP,
- 8) A statement that the Proposer will be making a number of representations outside of its formal Proposal document in, possibly, discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions and as such hereby warrants that the Owner can rely on these as inducements into any subsequent contract, and be made a part thereof;

Tab 4 - Response to Mandatory Requirements

Provide a point-by-point response to each requirement specified in Section V., A.1-B.2 of this RFP. Responses that fail to meet the mandatory requirements shall be rejected.

Tab 5 – Response to Optional Services

Provide a point-by-point response to each service specified in Section V., C.1-C.6 of this RFP. Responses to optional services must be in the same sequence and numbered as they appear in this RFP. State whether you can provide that particular service, or indicate that you cannot offer that particular service and the reason why. The inability to offer any optional services does not disallow proposal.

Tab 6- Response to General Requirements

Provide a point-by-point response to each requirement specified in Section V., D.1-D.3 of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

Tab 7 - Response to Technical Requirements

Provide a point-by-point response to each requirement specified in Section V., E.1-E.9 of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

Tab 8– Sample Contract and Terms and Conditions

The Sample Contract, General and Special Terms and Conditions provided with this RFP represent the terms and conditions which the Owner expects to execute in a contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The Owner may or may not consider any of the Proposer's suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner. Proposers may not submit their own contract document as a substitute for these terms and conditions.

Tab 9 – Other Required Forms

Include here any other completed forms required in the RFP. Failure to complete and/or provide any required forms may result in disqualification of proposal.

Tab 10 - Cost Proposal Information

Provide all cost information on the Cost Proposal Form provided. Include all costs for furnishing the service(s) included in this proposal. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. Also include in the space provided, a list of all optional biosolids-related services and the price for each service. If service is not provided please state so.

D. Multiple Proposals

Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on the outside of the envelope and on each page included in the response.

E. Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw or supplement a proposal in writing at any time up to the proposal 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 Proposer and submitted to the Buyer. If a previously submitted proposal is withdrawn before the proposal due date and time, the Proposer may submit another proposal at any time up to the proposal closing date and time.

IV. EVALUATION AND CONTRACT AWARD**A. Preliminary Evaluation**

All Proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements. Failure to meet mandatory requirements will result in proposal rejection as non-responsive. In the event that NO Proposer meets specified requirement(s), the Owner reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP, or not select any proposals.

B. Proposer Presentations

Based on evaluation of the written proposals by the Evaluation Team on the stated criteria, an estimate of two to four top scoring proposals may be short-listed. Short-listed Proposers may be required to participate in interviews and/or site visits to support and clarify their Proposals if requested by the Evaluation Team. The Evaluation Team will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's Proposal.

C. Evaluation Criteria

The proposals will be scored using the following criteria:

#	Description	Max Points
1	Cost Proposal	40
2	General Requirements	20
3	Technical Requirements	40
TOTAL POSSIBLE POINTS		100

The cost proposal section shall receive a weighted score, based upon the ratio of the lowest proposal to the highest proposal.

Results of reference checks will be used to clarify and substantiate information in the written proposals. The reference results shall then be considered when scoring the responses to the general and technical requirements in the RFP.

The points stated above are the maximum amount awarded for each category. The evaluation process is designed to recommend award of this procurement to the proposal that best meets the needs of the Owner, not necessarily the lowest cost Proposal.

D. Proposal Scoring

An estimated two to four top scoring Proposals may be short-listed based on an evaluation of the written Proposal by the Evaluation Team on the stated criteria. A proposer may not contact any member of an Evaluation Team except at the Evaluation Team’s direction.

Should the Evaluation Team request any oral presentations or demonstrations from one or more of the short-listed proposers, the Evaluation Team will review the initial scoring and make adjustments based on the information obtained in the oral presentation or demonstration and site visits and to determine final scoring.

E. Award / Best and Final Offers

The Purchasing Manager/Buyer will compile the final scores for all sections of each responsive proposal. The award will be granted in one of two ways. The Evaluation Team’s Recommendation of Award may be granted to the highest scoring responsive Proposal and responsible Proposer. Alternatively, Proposers with the highest scoring proposal may be requested to submit Best and Final Offers. If Best and Final Offers are requested by the Evaluation Team and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The Intent to Negotiate then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the Owner will request a Best and Final Offer. In case of a tied score, recommendation of award will go to the firm who was favored by the majority of the Evaluation Team members, according to their score. The Evaluation Team shall then offer an “Intent to Negotiate and/or Intent to Award” the final contract with the successful Proposer and the decision to accept the award and approve the resulting contract shall be final.

F. Offer in Effect for Ninety (90) Days

A Proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the deadline for proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the proposal.

G. Notification of Intent to Negotiate/Intent to Award

Proposers will be notified in writing of the Owner's Intent to Negotiate and/or Intent to Award the contract resulting from this RFP.

H. Right to Reject Proposals and Negotiate Contract Terms

The Owner reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If substantial progress is not made in contract negotiations with the highest scoring Proposer, the Owner may choose to cancel the first Intent to Negotiate and commence negotiations with the next highest scoring Proposer.

I. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Vendor is submitting a formal protest. The protest shall be filed with the City of Yakima/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 RFP 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 (5) calendar days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Vendor:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with 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 Proposer via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Intent to Negotiate is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing.

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. GENERAL PROPOSAL REQUIREMENTS

The following requirements in Sections A.1-B.2 are **mandatory** and the Proposer must satisfy them at no additional cost to the Owner. Responses to each requirement in Sections A.1-B.2 must indicate that the Proposer either “does comply” with the requirement or “does not comply”. No explanation is required, as non-compliance with any of the following requirements will result in proposal rejection and remove that Proposal from further consideration.

If you feel the Mandatory Proposal Requirements are proprietary, contact the Buyer listed on Page 2 to determine if requirements should be changed.

A. **Mandatory Proposer Qualifications**

1. Proposer must have at least three (3) years of experience in providing Biosolid Hauling Services and land application.

B. **Mandatory Contract Performance Requirements**

The services to be provided by the Contractor for hauling include the following:

1. Hauling the biosolids to the existing permitted application sites. The sites are approximately forty (40) miles from the City of Yakima Wastewater Treatment Plant, which is located at 2220 East Viola, Yakima, WA 98901. All applicable licenses and safety training are to be provided by the contractor at no additional cost to the Owner.
2. Providing a certified driver and transportation equipment (suitable truck) for the biosolids to be hauled. **The City will provide and insure the trailers.** Empty transportation equipment shall be placed at the City’s wastewater treatment plant and loaded by the City at the City’s convenience with City equipment. The City will notify the Contractor when a full load of biosolids is ready for removal. The load will be picked up within six (6) hours of the Contractor being notified and the empty transportation unit returned within six (6) hours after pickup (Sunday-Saturday, 8:00 am -5:00 pm). Shipping containers and equipment shall be neat, clean and water tight. Removal of loaded and return of empty transportation equipment may be required seven (7) days per week.

C. **Optional alternate land application services to be provided by the Contractor may include the following:**

1. Provide additional land application sites as an alternative to existing sites if and when needed by the City.
2. Applying the biosolids to the permitted sites in accordance with state and federal regulations, City’s guidance (if any), local regulations and policies, and requirements and directions of the landowner. Biosolids shall be applied at agronomic rates or less on all sites as determined by the Contractor or directed by the City.
3. Developing and maintaining records as required by federal regulations governing sludge disposal and use, 40 CFR 503, any state regulations governing biosolids management,

the terms and conditions of the City's wastewater discharge permit, and any requirements imposed by County or other local jurisdictions. The records shall be retained by the Contractor for a minimum of five (5) years or as required by federal regulations. These records shall include, but are not necessarily be limited to:

- a. Records of metals and nutrient loadings on the sites, based on test information provided by the City. The Contractor will provide these records to the City at least monthly. The City may keep its own records of the loadings on all of the land application sites to provide a check on the Contractor's operations.
 - b. On an annual basis, the Contractor shall prepare signed certification statements in compliance with 40 CFR 503.17 (a)(4) (1)(b), provide signed original copies to the City, and keep copies of all such statements for the Contractor's records.
4. Submission to the City of monthly billing statements which list the quantities hauled to each site, the acreage to which biosolids were applied at each site, the unit fee for the service and the total charge for the month.
 5. Complying with all requirements of state, federal and county agencies and the requirements of the City.
 6. Operating the land application program in accordance with a plan of operation that meets the City's requirements and is in compliance with state, federal and local regulations and policies.

D. General Requirements

The purpose of this section is to provide the Owner with a basis for determining a Proposer's capability to undertake this Contract. Responses to this Section will be scored.

1. **Organizational Capabilities:**
Describe your company's experience providing services similar to those required by this RFP to customers of comparable size, scope and circumstance.

Provide an organizational chart for your company and include an issue escalation process used to resolve any potential issues between the Owner and the Contractor during the Contract term.
2. **Points not addressed:**
Proposers are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their services.
3. **Financial Capability to perform contract**
Proposer shall submit a current Financial Statement audited by a CPA firm, which is not to be older than one (1) year.

E. Technical Proposal (The Technical Proposal should include the following and will be scored on information provided):

1. A description of the Contractor's company, including type of business (corporation, partnership, etc.) and names of chief officers.

2. A summary of the Contractor's experience in hauling and managing biosolids in quantities equal to or greater than those produced by the City.
3. A summary of the Contractor's experience in maintaining records associated with land application of biosolids, including types of record keeping used, any administrative resources available, etc.
4. Copies of insurance certificates that demonstrate the Contractor can meet the requirements outlined in Section J of the attached Sample Contract or proof, such as a commitment from an insurer, that the Contractor shall be able to obtain such insurance.
5. A list of the number, type, and capacity of trucks, disposal trucks, application equipment, or other equipment owned by the Contractor and a description of the equipment that will be available for use in the City's land application program. The list must specify if any equipment is to be rented, leased or subcontracted.
6. The names of key personnel who will be involved with City's program, including management, administrative and operating personnel. A brief description of the experience of these personnel in biosolids handling and disposal shall also be provided. Staff assigned to the City's project must include personnel holding any or all of the following certifications or licenses:
 - a. Certified Crop Advisor, Certified Agronomist or Certified Soil Scientist from the Certifying Boards of Agriculture, Biology, Earth and Environment Sciences.
 - b. Certified Land Applier (I or II) or similar by the state's biosolids program or Association of Boards of Certification.

Identify the Account Manager who will be handling all invoices and billing and will serve as the account main point of contact for this contract.

If any of these contacts change during the contract term, the Contractor shall verbally notify the Owner within twenty-four (24) hours of change and follow up in writing within five (5) business days of the date of change.

7. A list and description of any enforcement or other legal actions involving the Contractor's operations that have been initiated by any county, state or local jurisdiction in the State of Washington within the last five years. The description shall include an explanation of the actions and how the legal or enforcement issues were resolved.
8. A list or description of any proposed contract conditions that the Contractor would require the City to meet in order to provide services.
9. Any additional biosolids-related services or activities that the Contractor believes would be of value to the City. The proposal shall contain a detailed description of these services.

F. Proposer References

Using the attached Proposer Questionnaire, provide at least three (3) references for clients with whom your company has provided biosolid hauling and management services over the last five (5) years. Include a contact name for each client who has direct knowledge of performance and work record. Provide email address, telephone number, and a clear, concise description of the project.

The Owner will determine which, if any, references are contacted to assess the quality of work performed. The results of any reference checks will be provided to the Evaluation Team for this RFP and will be used when scoring the written proposal.

G. Questionnaire

Proposer must complete the Proposer Questionnaire Form on pages 30-31.

VI. COST PROPOSAL

A. General Instructions for Preparing Cost Proposals

Proposer must submit a cost proposal under Tab 10 of their proposal. **USE COST PROPOSAL FORM**

B. Pricing and Discount

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

1. Unit prices shown on the proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the proposal evaluation and contract administration.
2. 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 contracting agency 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 are expressed in the attached "Sample Contract".
3. In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30) days.

C. Price Clarifications

The Owner reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

VII. GENERAL TERMS AND CONDITIONS

The Owner intends to incorporate the following General Terms and Conditions into any contract awarded as a result of this RFP. Refer to the attached "Sample Contract" for specific Terms and Conditions. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

A. Provision of Services

The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the Owner's

satisfaction; the Owner decision in that regard shall be final and conclusive. The Owner may inspect, observe and examine the performance of the services performed on the Owner premises at any time. The Owner may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

If the Owner notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the Owner's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the Owner specifies. This remedy shall be in addition to any other remedies available to the Owner by law or in equity.

The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and Owner work rules.

B. Deviations and Exceptions

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers shall be held liable.

C. Quantities

The quantities shown on this request are based on estimated needs. The Owner reserves the right to increase or decrease quantities to meet actual needs

D. Other Owner Departments/Like Items Added

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

E. Women & Minority Business Enterprises and Disadvantaged Business Enterprises

Per Resolution No. D-4816, it is the policy of the City of Yakima that women and minority business enterprises shall have the maximum opportunity to participate in the performance of work relating to the City's activities. To this end, the City is committed to take all necessary and reasonable steps in accordance with state and federal rules and regulations to ensure women and minority business enterprises the maximum opportunity to compete for and to perform contracts.

F. Acceptance-Rejection

The Owner reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of the Owner.

Proposals MUST be date and time stamped by the soliciting Clerk's office on or before the date and time that the proposal is due.

G. Payment Terms and Invoicing

The Owner normally will pay properly submitted Contractor invoices within thirty (30) days of receipt, providing goods and/or services have been delivered, installed (if required), and accepted as specified. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the Owner will seek reimbursement of the overpayment or will withhold such overpayment from future invoices.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing. A good faith dispute creates an exception to prompt payment.

H. Public Records Access

It is the intention of the Owner to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Proposal openings are public unless otherwise specified. Records will not be available for public inspection prior to issuance of the Notice of Intent to Award or the award of the contract.

I. Proprietary Information:

Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

1. Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Owner.

2. **PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION**

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the Owner to post all RFP responses online and available to the public after the contract is signed.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material.

Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal. In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP response may be automatically released upon contract signing without notification.

If a request is made for disclosure of such identified documents or portions thereof, the Owner will determine whether the material is exempt from public disclosure. If, in the Owner opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release and allow the Proposer 10 days to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same. If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure.

Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.

VIII. SAMPLE CONTRACT

For City of Yakima Use Only:	
Contract No.	_____
Project No.	_____
Resolution No.	_____
RFQP No.	_____

**PURCHASED SERVICES CONTRACT
FOR BIOSOLID HAULING AND OPTIONAL LAND APPLICATION SERVICES**

THIS PURCHASED SERVICES CONTRACT is made and entered into by and between the City of Yakima, a Washington municipal corporation (hereafter the "Owner", and _____ (hereafter the "Contractor").

WHEREAS, the Owner requires purchased services (hereafter the "services") for the City of Yakima Wastewater Treatment Plant (hereafter the "WWTP" located at 2220 E. Viola, Yakima, Washington;

WHEREAS, the Owner does not have the staffing levels or the specialized expertise necessary to provide biosolid hauling and optional land application services;

WHEREAS, Contractor agrees to provide said services under the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the Owner and Contractor as follows:

A. Statement of Work

1. The minimum services that the Contractor will provide include services described in RFP 11531-P Specifications which are incorporated herein by this reference. The services are included within the base fee.
2. Contract Documents: The rights granted under this Agreement include the terms, conditions, covenants and representations contained in the following documents, all of which are incorporated herein by reference as though fully set forth:
 - a. The RFP, together with all exhibits, addenda and amendments thereto;
 - b. Contractor's Proposal and all accompanying exhibits submitted therewith by Contractor's response to the RFP; and
 - c. This Agreement and the documents referenced in this Paragraph shall be construed consistently with each other in order to best effectuate the intent of the Owner and Contractor as set forth in this Agreement.

In case of conflict or ambiguity, the documents shall have the following priority for the purpose of interpreting the terms, covenants, conditions, or duties therein: This Agreement, the Proposal accepted by the Owner, and the RFP. The parties acknowledge that there are no other representations, agreements, or conditions not specifically referred to or set forth in the foregoing documents which are a part of this Agreement.

3. Substitution: The Contractor shall not substitute or deviate from said specifications of this Contract without a written agreement amendment, signed by the City Manager or pursuant to Section K below entitled "Change or Notices". Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the Owner.

4. Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform the services described in the specifications for RFP 11531-P and in accordance with this Contract: personnel, labor and supervision; and technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the "(Services)."

5. All provisions of this Contract are intended to be complementary, and any biosolid hauling and land application services required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the services that are not necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Contractor as part of the biosolid hauling and land application services without any increase in the compensation otherwise payable under this Contract.

B. Contract Term

1. The period of this contract shall be for a period of one (1) year from its effective date. The Owner may, at its option, extend the contract on a year to year basis for up to four (4) additional years provided, however, that either party may terminate the Contract at any time, without cause, by providing a written notice; the Owner by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least sixty (60) calendar days' notice to the Owner in advance of the intended date of termination.

2. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the Owner provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve (12) month period of the contract unless an exception is stated in the bid.

C. Compensation

1. Contractor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice should cite purchase order number, bid proposal number (11531-P), quantities hauled to each site, the acreage to which biosolids were applied at each site, the unit fee for the service and the total charge for the month. The invoice should also include any discount terms and include the Contractor's name and return remittance address. Payment terms are net 30 days.

2. The Owner will use its best efforts to pay each of Contractor's invoices within thirty (30) days after the Owner's receipt and verification thereof; provided, however, that all such payments are expressly conditioned upon Contractor providing services hereunder that are satisfactory to the Owner. The Owner will notify the Contractor promptly if any problems are noted with the invoice. To insure prompt payment, each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount term and include the vendor's name and return remittance address.

Contractor will mail invoices to the Owner at the following address:

City of Yakima Accounts Payable
129 No. 2nd Street
Yakima, WA 98901

3. Credit Card Acceptance: The Owner, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. Proposers may be required to have the capability of accepting the Owner'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.

4. Any additional service(s) provided by the Contractor which are to be paid by the Owner must have prior written approval of the Owner.

D. Performance by Contractor

1. Prime Contractor: Contractor is the Prime Contractor hereunder. The Prime Contractor shall be the sole point of contact with regard to all contractual matters arising hereunder, including the performance of services and the payment of any and all charges resulting from its contractual obligations.

2. No delegation of subcontracting of performance of any of the services, with or without the Owner's prior written consent, shall relieve Contractor of its responsibility to perform the services in accordance with this Contract. Contractor shall be fully responsible for the performance, acts and omissions of Contractor's employees, and any other person who performs or furnishes any services (collectively, the "Support"). **No subcontracting will be allowed.**

3. Contractor shall at all times be an independent contractor and not an agent or representative of the Owner with regard to performance of the services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the Owner. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the Owner. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the Owner provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law. The Contractor will have an active account with the Department of Revenue, other state agencies as needed, and a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.

4. Contractor shall perform the services in a timely manner and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized, and financed to perform the services in accordance with this Contract. Subject to compliance with the requirements of this Contract, Contractor shall perform the services in accordance with its own methods.

5. Licenses

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

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

7. Contractor shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the services.

E. Services Provided by Different Contractor

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

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

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

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

F. Compliance with Laws

1. Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon the Owner and applicable to the services). Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference.

G. Taxes and Assessments

1. Contractor shall be solely responsible for and shall pay all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury insurance, and other deductions from income which may be required by law or assessed against either party as a result of this Contract. In the event the Owner is assessed a tax or assessment as a result of this Contract, Contractor shall pay the same before it becomes due.

2. The Owner and its agencies are exempt from payment of all federal excise taxes and, but not sales tax (currently at 8.2%). Tax will not be considered in determining which proposal is the lowest or best, however RCW 39.30.040 allows the Owner to take any sales tax and B&O tax that is will receive from purchasing supplies, materials and equipment within its boundaries into consideration when determining the lowest responsible Proposer.

3. Vendor Tax Delinquency

Vendors who have a delinquent Washington tax liability may have their payments offset by the State of Washington.

H. Nondiscrimination Provision

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

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

I. Indemnification and Hold Harmless

1. The Contractor shall defend, indemnify and hold harmless the Owner its elected and appointed officials, employees, agents, and volunteers against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, allegation, claim or judgment, including reasonable attorney's fees and costs, resulting from negligent acts or omissions or willful misconduct of the Contractor, its agents or subcontractors, and the Medical Professionals and Medical Assistants rendering services, including a breach of the Contractor's duties under this Contract.

2. The terms of the Section shall survive any expiration or termination of this Contract.

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.

4. The Owner will not be responsible to any injury to Contractor's employees or agents and the Contractor shall indemnify, defend and hold the Owner harmless for any injury to the Contractor's employees or agents.

J. Insurance Provided by Contractor

1. Contractors Liability Insurance: It is understood that the Owner does not maintain liability insurance for Contractor and/or its employees or subcontractors. 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 coverage's, 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 Owner. The requirements contained herein, as well as Owner'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 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 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 Owner 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 Owner 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 Owner to terminate the contract.

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

2. 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, 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 Owner 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.

3. 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 Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

4. The Owner reserves the right to require higher or lower limits where warranted.

K. Change or Notice

1. Any alterations made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

2. In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

3. Notice of Business Changes: Contractor shall notify the City in writing within three (3) business days of any change in ownership of the facilities of the successful bidder or of the facilities of any subcontractor. The successful bidder shall notify the City in writing as soon as possible, and in no event later than three (3) business days, after any decision by the successful bidder to change or discontinue service that will affect services provided to the City under this Contract.

4. The Owner shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the Owner, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO OWNER:
Maria Mayhue
Purchasing Senior Buyer
City of Yakima
129 North 2nd street
Yakima, WA 98901

TO CONTRACTOR:

L. Price Increases

The rates shown on proposal shall be consistently applied and remain firm throughout the first twelve (12) month term of the contract.

After the initial 12-month term of the contract, any rate increase request must be in writing and approved by the City Purchasing Buyer. Contractors shall be allowed to adjust prices, provided proof of O&M (Operating and Maintenance) price increases for fuel cost, labor cost and/or vehicle maintenance cost can be furnished to the City. If approved, the price increase shall take effect thirty (30) days after notification was received by the City and remain firm for a subsequent 12-month term.

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

M. Termination

1. Termination for Cause: The Owner may terminate the Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate the Contract after providing the Owner sixty (60) calendar days' notice of the Owner's right to cure a failure of the Owner to perform under the terms of the Contract.

Upon the termination of the Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration

2. Termination for Convenience: Either party may terminate the Contract at any time, without cause, by providing a written notice; the Owner by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least sixty (60) calendar days' notice to the Owner in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the Owner, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the Owner, the Contractor may be compensated for the actual service hours provided. The Owner shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

N. Re-Award

When the contract is terminated by the vendor upon thirty (30) day notice as herein provided, the Owner, pursuant to City ordinance, may re-award the contract to the next most responsible Proposer.

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

O. Miscellaneous

1. Assignment. This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor to any other person or entity without the prior written consent of the Owner. 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 stated herein.

2. Force Majeure. Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

3. Expansion clause. Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other service normally offered by the vendor, as long as the price of such additional services is based on the same cost/profit formula as the listed service.

4. Safety Requirements. All materials, equipment, and supplies used for performance of this contract must comply fully with all safety requirements, federal, state and local laws, ordinances, rules, regulations as set forth by the State of Washington RCW's, WAC's and all applicable OSHA Standards.

5. Access and Review of Contractor's Facilities. The City may visit and view any of the offices, premises, facilities and vehicles of the Contractor upon request and reasonable notice during the term of the contract and contract renewals/extensions.

6. Facility Security. The Owner may prohibit entry to any secure facility, or remove from the facility, a Contract employee who does not perform his/her duties in a professional manner, or who violates the City's security rules and procedures. The Owner reserves the right to search any person, property, or article entering its facilities.

7. Waiver of Breach. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

IX. PROPOSER 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, my result in disqualification of Proposal.**

PROPOSER INFORMATION

Proposer'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 proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: _____ No: _____

Please explain: _____

REFERENCES

1) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

2) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

3) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

X. REQUIRED FORMS

The following forms shall be completed and submitted with the Proposal in accordance with the instructions given in Section III. Forms are attached.

- A. Cover Sheet: (Page 2)**
- B. Proposal: (Format per Section III). (Reference Section V. for required content.)**
- C. Proposer Questionnaire: (Pages 30-31)**
- D. Cost Proposal Form: (Page 33)**
- E. E-Verify Form: (Page 34)**

COST PROPOSAL FORM

ITEM NO.	Estimated QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
Biosolid Hauling					
Annual license(s), training, permit fees, environmental fees, or similar to be paid by the Contractor and factored into the unit cost bid. O&M costs to be included in the unit cost to include transportation/fuel cost, labor cost and vehicle maintenance. Quantities are annual estimates only. The actual amount may be more or less. Payment will be made for actual amounts only.					
1.	8,000	Wet Ton	The City of Yakima Wastewater Treatment Plant is accepting bid proposals for Biosolid Hauling per specifications.	\$	\$
2.	1	Each	Mobilization fee per trip, if applicable.	\$	\$
3.	1	Each	De-mobilization fee per trip, if applicable.	\$	\$
Land Application Services					
4.	8,000	Wet Ton	Land application services per specifications.	\$	\$
5.	Summarize optional biosolids-related services offered and any costs associated with them:				

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____.

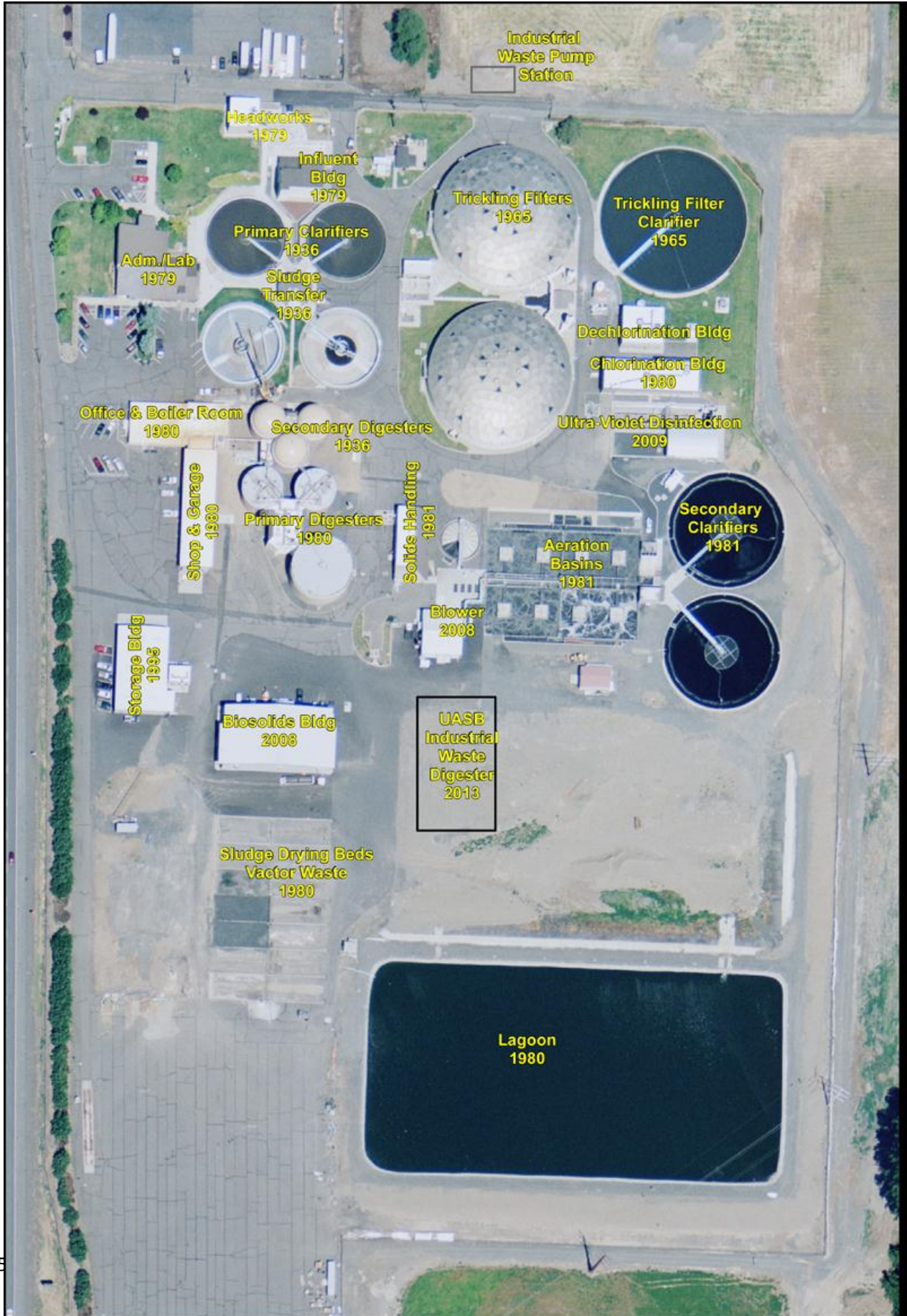
Signature: _____

Printed Name: _____

Address: _____

Phone #: _____ Email Address: _____





SAMPLE CERTIFICATE OF INSURANCE – ATTACHMENT A