

**City of Yakima
NOTICE TO PROPOSERS
RFP No. 11535-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 November 5th, 2015**. At such time, Proposers names will be publicly read for:

Senior Tours/Transportation Services for Yakima Harman Center Tours

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, pregnancy, veteran status, 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 10th day of October, 2015.

Colleen Bailey, CPPO
Buyer II

Publish on October 10th and October 11th, 2015

YHR acct. 10943



**YAKIMA CITY REQUEST FOR PROPOSAL # 11535-P
COVER SHEET**

THIS IS NOT AN ORDER

RFP Release Date: **October 10, 2015**

Proposal Receipt: Proposal envelope must be sealed and plainly marked with due date, time, and Request for Proposal (RFP) Number **11535P**, 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
Attn: Clerk's Office
129 North Second 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
November 5, 2015 at 2:00:00 PM PST

Public Opening

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

Purchasing For:

City of Yakima
Parks and Recreation/The Harman Center
101 North 65th Ave
Yakima, WA 98908

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

Colleen Bailey, CPPO
Buyer II

Phone

(509) 576-6787

E-Mail Address

colleen.bailey@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

Senior Tours Transportation Services

Enter Prompt Payment Discount: ____%net____days

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

Email Address

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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.

“County” means Yakima County, Washington. Also referred to as **“Owner”**.

“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.

Senior Tours/Transportation Services

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 Senior Tours Transportation Services. The City of Yakima (referred to as "Owner" throughout this document), The Harman Center, Yakima Parks and Recreation as represented City Purchasing, intends to use the results of this solicitation to award a contract for such services.

B. Scope and Objectives

The City of Yakima Harman Center is seeking proposals from qualified firms to provide transportation services for senior tours as a yearly contract. Contractor shall be an independent contractor under the terms of this contract.

Harman Center anticipates scheduling approximately 45-50 tours per year and has an annual budget of approximately \$250,000. A copy of this year's trips/tours brochure is attached at the end of this document as Exhibit "A". This may be helpful in better understanding the scope of work.

C. Background and Current Operations

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.

BACKGROUND

The Harman Center Trip and Tour Program has been in operation for over 25 years, it services age 55 and over but also has trips that are available for younger ages as long as they are accompanied by a 55+ traveler.

CURRENT OPERATIONS

Currently the program is operated from the Harman Center, located at 101 N. 65th Ave. Yakima Washington, 98902. Each trip has 2 trained escorts that accompany the travelers and will work closely with the transport driver. A spreadsheet with the locations, dates and durations will be sent out to the transportation company in November of the previous year. It is the responsibility of the Transportation Company to return the spreadsheet with the cost of each trips transportation entered within 2 weeks of receiving it. Each and all trips are priced out prior to the new travel book distribution which is on the first of January of each year. Also the Transportation Company needs to know that a trip may be canceled and we will let the transportation company know within 2 weeks of scheduled trip. The Transportation Company may also need to supply additional buses for a trip if needed; this request will also be conveyed to the Transportation Company within 2 weeks. HC Trips and Tours will agree to check with the Transportation Company of availability of additional buses before booking additional passengers.

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) 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
October 10, 2015	RFP Issuance
October 21, 2015	Due date for written questions
October 26, 2015	Addenda -Written answers provided (target)
November 5, 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 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 four (4) 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 with 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) Acknowledge any Addenda;
- 6) A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
- 7) 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;
- 8) 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,
- 9) 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 Sections V.A. – V.B. of this RFP. Responses that fail to meet the mandatory requirements shall be rejected.

Tab 5- Response to General Requirements

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

Tab 6 – Response to Technical Requirements

Provide a point-by-point response to each service specified in Section V.II. 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 7 – 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 8– Cost Proposal Information

Provide all cost information according to the instructions provided. Include all costs for furnishing the product(s) and/or service(s) included in this proposal. Identify all assumptions. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. Also include on a separate sheet under this tab a list of all Optional Services and the price for each service. If service is not provided please state so.

Tab 9 – Required Forms

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

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. Evaluation Criteria

The proposals will be scored using the following criteria:

#	Description	Max Points
1	General Requirements – Equipment, Quality/condition of bus, age of bus, amenities available, cleaning schedule of bus and facilities and vehicle maintenance plan.	50
2	Technical Requirements – Qualification & Experience in passenger transport, business & related experience in contracted work serving ambulatory & wheelchair passengers, past performance. Flexibility to cancel, downsize or add bus with short notice, staging time, ability to change itinerary with short notice.	30
3	Cost	20
TOTAL POSSIBLE POINTS		100

Important: The cost proposal section shall receive a weighted score, based upon the ratio of the lowest proposal to the highest proposal. The lowest cost Proposal will receive the maximum number of points available for the cost category and other proposals will be scored accordingly.

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.

C. 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.

D. 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. 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.

Alternatively, Proposers with the highest scoring proposer or proposers 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.

E. 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.

F. 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.

G. 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.

H. Respondent Prohibited:

Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

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 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 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. MANDATORY PROPOSAL REQUIREMENTS

The following requirements in Sections V.A. - V.B. are **mandatory** and the Proposer must satisfy them at no additional cost to the Owner. Responses to each requirement in Sections V.A. - V.B. 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. List of equipment:

Such list shall include the following information which will be utilized in carrying out this contract in detail:

1. Description of the vehicle, including vehicle identification number, size, capacity and age of each unit. Please list any amenities that the vehicle has (accessibility for lifts or wheelchairs, and amenities available).
2. Description and documentation of routine vehicle inspection and verification.
3. Detail of back-up system in case of mechanical failure during transport.

Contractor shall warrant that all vehicles utilized in carrying out the terms of the contract are licensed to operate in Washington, and that all equipment shall be maintained in good mechanical condition. Failure to maintain the minimum equipment in good mechanical condition may be considered a violation of the terms of the contract for purposes of termination.

After award of the contract, the firm shall notify the City of any new equipment to be utilized in carrying out the contract. The contractor shall also prove that all new equipment has been acquired by the entity awarded the contract and all new equipment shall be marked and identified with the name of the contractor. New equipment is any equipment not listed by the contractor in the original bid package.

The Proposer shall maintain in good mechanical condition, the minimum equipment required. Prior to a recommendation of award, the City may inspect the equipment to verify that it meets these requirements. If the Proposer's equipment is not satisfactory, the City reserves the right to reject the bid.

B. Selection of Drivers and Experience:

Proposer shall provide the company's basis for selection of drivers, to include, but not be limited to: police background checks, licensing, physical and drug tests. A listing of drivers must be attached along with a detail of each driver's experience.

The Proposer shall submit to the Purchasing Division, a list of all competent and qualified drivers to be utilized in carrying out the contract. The list shall include the following information:

1. Driver's experience, including the number of years in the industry and any special training. Must have a minimum of five (5) years driving experience in the industry.
2. Proposers shall state the company policy regarding handling of any drivers' complaints.
3. Proposers shall state the company dress code policy, specifically regarding the identification of employees when driving for the City programs.

It shall be the responsibility of the contractor to ensure all drivers are properly licensed at all times.

After award of the contract, the contractor shall immediately notify the City in writing of any new driver to be utilized in carrying out the contract. A copy of said notice shall be delivered to the Harman Center Supervisor, Harman Center, 101 N 65th Avenue, Yakima, WA 98908. A new driver is any driver not listed by the contractor in the original bid package. The notification shall be received by the City at least seven (7) working days prior to a new driver performing any work under the contract and shall include submission of all information listed above.

C. Proposer Experience:

Proposer must have at least five (5) years of experience in successful transportation services for senior tours.

D. Staff Experience:

Staff involved within the scope of this project must have at least five (5) years of experience in transportation services for senior tours.

E. Mandatory Contract Performance Requirements

1. Contractor must provide additional reports (e.g. white papers, ad hoc reports, gap analyses) as needed at the request of Owner.

2. Contractor must make all commercially reasonable efforts to provide all additional reports and work products requested as soon as possible or at a time agreed to by Owner.
3. Contractor must agree that any work products developed as part of the project (e.g. all written reports, drafts, presentation and meeting materials, survey data, tools and associated methodologies, etc.) will remain the property of Owner.

VI. GENERAL PROPOSAL 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.

A. Organizational Capabilities:

1. Describe your company's experience providing services similar to those required by this RFP to customers of comparable size, scope and circumstance.
2. 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.
3. Staff Qualifications:
Identify and provide a resume for the *Project Manager* that will be assigned to this project and any additional projects they will be involved in during the Contract term. The Project Manager will be the primary point of contact for Owner and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to Owner during the entire duration of the project.

Identify additional *key personnel* from your company that will be assigned to this contract, including their current job title and the role they will play in the project. For each staff person, attach a brief resume with any pertinent licenses or accreditations and give at least one (1) example of a project where the staff provided similar services to an organization with needs similar to those described in this RFP.

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.

4. 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 unit.
5. 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.

B. Notification Requirements:

Firm shall provide with their proposal, notification requirements for the City to follow, to increase or decrease service levels (i.e. add a bus or downsize a bus), and amount of lead-time needed.

C. Proposer References

Using the attached reference form, provide at least three (3) references for organizations with whom your company has provided similar services over the last five (5) years. Include a contact name, 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.

D. Questionnaire

Proposer must complete the Vendor Questionnaire Form on page 38 and submit it in accordance with Section III.

VII. TECHNICAL REQUIREMENTS

DESCRIPTION	Y OR N	EXPLAIN
1. Contractor must be regularly engaged in the business of providing charter transportation, licensed to do business in the State of Washington.		
2. All equipment used in conjunction with this contract must meet all Federal and Washington State regulatory and safety requirements governing public common carriers.		
3. All equipment shall have passed Department of Transportation inspection.		
4. Contractor must meet, or exceed state and federal requirements, including licensing, equipment, staffing and insurance.		
5. Contractor must be able to provide buses for 47-55 passengers.		
6. All buses must be equipped with two-way radios, monitored continuously by company dispatcher.		
7. Drivers must be trained in safe coach operation and hazardous weather driving.		
8. All drivers will have a current valid driver's license required by law for the vehicle they are driving and for transporting passengers.		
9. All rules and regulations for ADA compliance on buses must be followed.		
10. Any Medical Training (CPR/AED)? Does Bus carry AED or should it be a requirement? Who should be trained and have access on bus?		
11. Provide courteous assistance boarding and de-boarding		
12. Bathroom on buses		
13. Windows that open and close easily		
14. Reliable and adequate air conditioning on buses		

VIII. COST PROPOSAL

A. General Instructions for Preparing Cost Proposals

Proposer must submit a cost proposal under Tab 9 of their proposal and using the Pricing Form "Exhibit A."

Proposers must specify cost based on per mile and hourly rate. The cost for a second driver must also be specified.

Proposer must specify if and when fuel surcharges will apply and list the firm amount or percentage that will be assessed per mile. During the contract period and any renewals thereof, any declines in the price

of fuel shall be reflected in a reduction of the surcharge amount, retroactive to the date they were effective to the vendor.

Proposer must specify if and specifically when deadhead charges will apply, and the firm amount that will be assessed per mile.

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 shall be expressed in proposal documents and contracts or agreements.
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.

IX. GENERAL TERMS AND CONDITIONS

The Owner intends to incorporate the following General Terms and Conditions into any contract negotiated as a result of this RFP. Refer to the attached "Professional Services 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. Contractor Compliance and Responsibility for Actions

The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the Owner.

The Contractor shall:

1. Perform those tasks and deliver the services identified in this RFP and its response thereto.
2. Comply with all security and safety regulations in effect.
3. Assign, as needed, qualified personnel, agents or representatives to assist in fulfilling its performance under the Contract.
4. Appoint a Project Manager (the "Project Manager") for liaison and consultation with the Owner. The Project Manager shall have authority to make managerial and technical decisions concerning the services deliverable under the Contract.
5. Correct any errors in the services found by the Owner or the Contractor.
6. Perform work assignments at alternate locations as the need arises. These situations may include, but are not limited to, a pandemic, natural disaster or closings of Owner buildings. Under such circumstances, the Owner shall be required to promptly contact the Contracted Personnel involved and provide the details of the communication and instructions in a timely manner.

C. Specifications

The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The Owner shall be the sole judge of equivalency. Proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their proposal.

D. 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.

E. Quality

Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Owner.

F. 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

G. Delivery

Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials or service shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

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

X. SAMPLE CONTRACT

**PROFESSIONAL SERVICES CONTRACT
FOR SENIOR TOURS TRANSPORTATION SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (hereafter the "Contract" or the "Agreement") 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 professional services for transportation services (hereafter the "services") for the City of Yakima Parks and Recreation Division for Harman Center (hereafter the "Owner") and the Harman Center located at the 101 North 65th Avenue, Yakima, Washington;

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 the Proposal Form, Exhibit A, which is 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 L below entitled "Change or Notice". 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 paragraph 1.1 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 (enter name of services) required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the (enter name of 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 (enter name of 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 year from its effective date. The Owner 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 Owner provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the Contract unless an exception is stated in the bid.

C. Compensation

<i>Transportation Services Price Chart</i>		
	47 Passenger Bus	55 Passenger Bus
3 hours minimum charge		
Added hour(s), price per hour		
24 hours daily rate		
Multiple bus discount		
Live miles, rate per mile		
Dead head miles, rate per mile		
One Way Transfer		
Trip cancellation fee, 24 hour notice		

Trip cancellation fee, due to inclement weather		
Bus late arrival (10+ min.) discount		
Fuel surcharge, if applicable		
Overnight, relief driver		

1. 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 North 2nd Street
Yakima, WA 98901

Contractor also will mail a copy of the invoice to:

Ken Wilkinson, Parks & Recreation Manager
Parks & Recreation Department
2301 Fruitvale Boulevard
Yakima, WA 98902

2. **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. The Owner’s preferred method of payment is by procurement (credit) card. 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.

3. 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. Delegation of Professional Services. The services provided for herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged on such work or services. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any services to any other person or entity without the prior written consent of the Owner. Any such delegation or subcontracting without the Owner's prior written consent shall be voidable at the Owner's option.
3. 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, Contractor's subcontractors, and any other person who performs or furnishes any services (collectively, the "Support").
4. 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.
5. 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.
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 bid/quote.
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.
8. Removal of Subcontractor: If dissatisfied with the background, performance, and/or general methodologies of any subcontractor, the Owner may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work/services under this Contract.
9. Work Made for Hire: All work the Contractor performs under this Agreement shall be considered work made for hire, and shall be the property of the Owner. The Owner shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the project manager.

E. 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.

2. Foreign (Non-Washington) Corporations: Although the Owner does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the City of Yakima, at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business for the Owner.

F. 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, 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 it 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.

G. 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.

H. Inspection: Examination of Records

1. The Contractor agrees to furnish the City with reasonable periodic reports and documents as it may request and in such form as the City requires pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith, and any other matter, are to be covered by this Agreement.
2. The records relating to the services shall, at all times, be subject to inspection by and with the approval of the Owner, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the services in accordance with this Contract, notwithstanding the Owner's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the Owner sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
3. Recordkeeping and Record Retention: The Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
4. The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this proposal held by the Contractor. The Contractor will retain all documents applicable to the Contract for a period of not less than three (3) years after final payment is made.

I. Confidential, Proprietary and Personally Identifiable Information

1. Contractor shall not use Confidential, Proprietary or Personally Identifiable Information of Owner for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations thereunder. Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.
2. Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.
3. Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the Owner in writing, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the Owner, as directed.
4. Contractor shall maintain all Confidential Information as confidential for a period of three (3) years from the date of termination of this Contract, and shall return or destroy said Confidential Information as directed by the Owner in writing.

5. Contractor may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent such disclosure is required under law or a court order, provided that the Owner shall be given prompt written notice of such proceeding if giving such notice is legally permissible.

J. Indemnification and Hold Harmless

1. The Contractor shall defend, indemnify and hold harmless the City of Yakima, its elected and appointed officials, officers, agents, employees, 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, 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.

K. 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, 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:	\$5,000,000 Per Occurrence \$10,000,000 Annual Aggregate
Auto Liability:	Combined Single Limit	\$10,000,000 Per Occurrence

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

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

The Contractors' insurance coverage shall be primary insurance with respect to those who are Additional Insured 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. The City of Yakima/Yakima County, its elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insured. 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 J. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section J, 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 elected and appointed officials, officers, agents, employees, and authorized 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 by 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 elected and appointed officials, officers, agents, employees, and authorized 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.

L. 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:	Sue Ownby Purchasing Manager City of Yakima 129 North 2 nd Street Yakima, WA 98901	AND TO:	Ken Wilkinson Parks & Recreation Manager City of Yakima 2301 Fruitvale Boulevard Yakima, WA 98902
TO CONTRACTOR:	<hr/> <hr/> <hr/> <hr/>		

M. Price Increases

1. 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 per the Seattle-Tacoma-Bremerton Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the previous twelve months. The Owner, in its sole discretion, will decide whether to approve or deny the rate increase request or any part thereof within 30 days of receipt of the request. If approved, increase shall take effect 30 days after approval.

2. Price increases for any other justifiable reason will be considered on a case-by-case basis. Price increase requests will not be considered or granted until any outstanding required financial reports have been submitted to the Owner.

3. The rates and discounts shown on the proposal shall be consistently applied and remain firm throughout the first twelve months of the Contract. If requested by the Contractor, in writing, on the anniversary date of the Contract, labor rates may be adjusted per the West C, Urban Wage Earners and Clerical Workers Consumer Price Index -- 50,000 to 330,000 populations. No discount adjustments will be allowed.

N. Suspension of Work

1. The Owner may suspend, in writing by certified mail, all or a portion of the services under this Agreement if unforeseen circumstances beyond the Owner's control are interfering with normal progress of the services. The Contractor may suspend, in writing by certified mail, all or a portion of the services under this Agreement if unforeseen circumstances beyond Contractor's control are interfering with normal progress of the services. The Contractor may suspend services on the Project in the event the Owner does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the services shall be extended by the number of days the services are suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate the services on the suspended portion of Project in accordance with Section O.

O. 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.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the Contract shall be canceled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

4. Contract Cancellation: The Owner reserves the right to cancel the Contract in whole or in part without penalty if the Contractor:

- a. Breaches or defaults an obligation under the Contract;

- b. Fails to perform any material obligation required under the Contract;
- c. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- d. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- e. Makes an assignment for the benefit of creditors;
- f. Fails to follow the sales and use tax certification requirements of the State of Washington
- g. Incurs a delinquent Washington tax liability;
- h. Becomes a State or Federally debarred Contractor;
- i. Is excluded from federal procurement and non-procurement Contracts;
- j. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- k. Fails to maintain the confidentiality of the Owner information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information;
- l. Contractor performance threatens the health or safety of a City, County or municipal employee; or
- m. Change in Funding: If the funds upon which the Owner relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the Owner may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

P. Dispute Resolution

In the event that any dispute shall arise as to the interpretation of this Agreement, or in the event of a notice of default as to whether such default does constitute a breach of the Contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the aforementioned methods are either not successful, then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

Q. Re-Award

When the Contract is terminated by the vendor upon 30 days' 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.

R. 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. No Conflict of Interest. Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.

3. 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.

4. Contract Preservation. If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

5. Promotional Advertising / News Releases. Reference to or use of the Owner, any of its departments, agencies or other subunits, or any official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Owner. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

6. Time is of the Essence. Timely provision of the services required under this Contract shall be of the essence of the Contract, including the provision of the services within the time agreed or on a date specified herein.

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

8. Patent Infringement. The Contractor selling to the Owner the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The Contractor covenants that it will at its own expense defend every suit which shall be brought against the Owner (provided that such Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

9. Ownership. All material produced as a result of this Contract shall be the exclusive property of the Owner. Additionally, the Owner shall have unrestricted authority to reproduce, distribute, and use any submitted report, template, data, or material, and any associated documentation that is designed or developed and delivered to the Agency as part of the performance of the Contract.
10. Safety Requirements. All materials, equipment, and supplies provided to the Owner must comply fully with all safety requirements, federal, state and local laws, ordinances, rules, regulations as set forth by the State of Washington RCWs, WACs and all applicable OSHA Standards.
11. Warranty. Unless otherwise specifically stated by the Proposer, vendor warrants that all goods and services furnished under this Contract are warranted against defects by the Proposer for one (1) year from date of receipt, are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.
12. Access and Review of Contractor's Facilities. The City may visit and view any of the offices, premises, facilities and vehicles of the Contractor and/or Contractor's subcontractor upon request and reasonable notice during the term of the Contract and Contract renewals/extensions.
13. Notice of Change in Financial Condition. If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the Owner in writing. Failure to notify the Owner of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.
14. 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 Owner's security rules and procedures. The Owner reserves the right to search any person, property, or article entering its facilities.
15. 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.
16. Severability. If any portion of this Contract is changed per mutual agreement or any portion is held invalid, the remainder of the Contract shall remain in full force and effect.
17. Integration. This Contract, along with the City of Yakima's RFP 11535-P and the Contractor's response to the Request for Proposal ("RFP"), represents the entire understanding of the Owner and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

19. Venue. The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Yakima County, Washington.

CITY OF YAKIMA

CONTRACTOR:

By _____
Tony O'Rourke
City Manager

By _____
Print Name: _____
Title: _____

Date: _____

Date: _____

ATTEST:

By _____
City Clerk

City Contract No.: _____

Resolution No.: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF YAKIMA)

I hereby certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, and on oath stated that she/he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2015.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires: _____

Proposal Form

Proposal of: _____

Address: _____

Date: _____

TO: The City Of Yakima
 ("The Owner")

The undersigned hereby offers to enter into the Harman Center Transportation Services Agreement, under the terms and conditions set forth in said contract, in this Proposal Form and in the Instructions to Proposers, for a term of one (1) year, with four (4) possible one (1) year contract extensions, for a total of 5 years. Execution of this option shall be per the terms and conditions as set forth in the final agreement.

Vendor offers to provide the following transportation services per the specifications contained herein:

<i>Transportation Services Price Chart</i>		
	47 Passenger Bus	55 Passenger Bus
3 hours minimum charge		
Added hour(s), price per hour		
24 hours daily rate		
Multiple bus discount		
Live miles, rate per mile		
Dead head miles, rate per mile		
One Way Transfer		
Trip cancellation fee, 24 hr notice		
Trip cancellation fee, due to inclement weather		
Bus late arrival (10+ min.) discount		
Fuel surcharge, if applicable		
Overnight, relief driver		
Service to start within _____ calendar days after receipt of award.		

Payment terms will be net 30 days from receipt of completed paperwork/invoice.

XI. VENDOR 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.**

VENDOR 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 _____

PROPOSER: _____

VENDOR QUESTIONNAIRE

OWNERSHIP

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

Please explain: _____

FINANCIAL RESOURCES AND RESPONSIBILITY

Within the previous five years, has your firm been the debtor of a bankruptcy? Yes: _____ No: _____

Please explain _____

Is your firm in the process of or in negotiations toward being sold? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been determined to be a non-responsible bidder for a proposal for any government contract? Yes: _____ No: _____

Please explain _____

Within the previous five years, has a governmental or private entity terminated your firm's contract prior to contract completion? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? Yes: _____ No: _____

Please explain _____

PROPOSER: _____

DISPUTES

Within the previous five years, has your firm been the defendant in court on a matter related to any of the following?

• Payment to subcontractors? Yes: _____ No: _____

Please explain _____

• Work performance on a contract? Yes: _____ No: _____

Please explain _____

Does your firm have any outstanding judgments pending against it? Yes: _____ No: _____

Please explain _____

COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.* Yes: _____ No: _____

Please explain _____

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws? Yes: _____ No: _____

Please explain _____

BUSINESS INTEGRITY

Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations? Yes: _____ No: _____

Please explain _____

Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? *This does not include Owners of stock if your firm is a publicly traded corporation.*

Yes: _____ No: _____

Please explain _____

PROPOSER 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

XII.REQUIRED FORMS

The following forms shall be completed and submitted with the Proposal in accordance with the instructions given in Section III. Blank forms are included in the specifications.

- A. Cover Letter (Page 2)**
- B. Proposer Information as required**
- C. Proposal Form (Page 37)**
- D. Vendor Questionnaire (page 38)**
- E. E-Verify (page 43)**

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: _____

2015
Harman Center
Trips & Tours

INDEX

	DATE	COST
Northern Quest Casino	1/27	\$49
NW Flower Show	2/12	\$69
San Antonio Getaway	2/22 to 2/26 ...	\$1879 ppdo
Lunch at the Hutterites Colony	3/4	\$79
Tacoma Art Museum	3/10	\$89
Mariners Spring Training (with Catalyst Travel)	3/11 to 3/18	\$1639 ppdo
Mariners Spring Training (with Friendly Excursions)	3/22 to 3/26 ..	\$1599 ppdo
Opening Day for the Mariners vs. LAA	4/6	\$93
Mariners Games	Dates Vary ...	\$74
San Diego Adventure	3/17 to 3/21	\$1999 ppdo
Northern Trek	4/9	\$89
The Puyallup Spring Fair	4/19	\$69
Skagit Valley Tulip Festival	4/22	\$99
Barn Quilt & Rodeo City BBQ.....	4/25	\$59
Mystery Trip.....	5/5 to 5/6.....	\$196
New Orleans Gardens & Mansions	5/11 to 5/17 ...	\$2000 ppdo
Pendleton Underground	5/16	\$89
Wild Horse Casino		\$35
Wild Horse Wind Farm & Ginko Forest	5/28	\$69
Victoria 8.C. Clipper Tour	6/9 to 6/11.....	\$499 ppdo
Mystery Trip	6/16	\$59
Lincoln City Relaxing on the Beach	6/22 to 6/26	\$499 ppdo
Sternwheeler Brunch & Cruise on the Columbia River	6/28	\$109
Point Defiance Zoo	7/8	\$74
Mystery Trip	7/13 to 7/15 .	\$399 ppdo
Crystal Mt./Gondola Ride/Sunday Brunch	7/26	\$99
Benihana and Pikes Market	8/5	\$79
Whale Watching and Casino	8/24 to 8/26	\$299 ppdo

Alaska Cruise	8/29 to 9/5	\$1399 ppdo
Washington DC	9/2 to 9/8	\$2399 ppdo
Senior Day at Puyallup Fair	9/15	\$59
Las Vegas & the Grand Canyon	9/19 to 9/27	\$799
Utah Canyon Royale.....	9/27 to 10/1	\$1199 ppdo
Octoberfest Leavenworth	10/3	\$39
British Landscapes	10/8 to 10/17 ..	\$3849 ppdo
Albuquerque Balloon Fiesta.....	10/9 to 10/14 ..	\$1999 ppdo
Queen Mary & the Sites of Los Angeles	11/8 to 714 ..	\$1965 ppdo
Eastern Caribbean	11/30 to 12/7.. inside	\$1899 ppdo
The Christmas Lights of Warm Beach.....	12/3 to 12/4	\$199
Victorian Country Christmas in Puyallup	12/6	\$49
Leavenworth Tree Lighting.....	12/12	\$39
Fantasy in Lights,Cour d' Alene, Idaho	12/16 to 12/17	\$199 ppdo
Cruise the Hawaiian Islands	12/26 to 1/2	\$3879 ppdo

TO ALL OUR TRAVELERS

We have teamed up with Travel Insured International, Inc. You can get insurance on every one of your trips.

As soon as you pay the deposit you can either call 1-800-243-3174

or go on the website at www.travelinsured.com and sign up with them for the trip you want to have insured. The cost goes by the price of the trip and your age.

If not insured and you have to cancel before the deadline, all that would be lost is the \$10 nonrefundable or transferable office cost.

If you do not take out the insurance and you have to cancel after the deadline there will be no refund due to reservations and costs that are already paid and out of our control. All of the deadlines are on the itinerary. If you have a questions please call Lori Schatz at 576-6405 or Traci Bennett at 576-6348.

TRIP AND TOUR DISCLAIMER LANGUAGE

Notice: Harman Center tour participants are responsible for all additional costs incurred by the participant as result of the individual's health status, participant negligence, or conditions beyond the reasonable control of the City. The City recommends participants obtain travel insurance for all trips.

NOT RESPONSIBLE OR LIABLE FOR TYPOGRAPHICAL OR PRINTING ERRORS.

NORTHERN QUEST CASINO IN SPOKANE

TUESDAY, JANUARY 27TH, 2015

As you explore all 55,000 modern square feet of gaming paradise, you will find more than 1,800 slots and progressive machines, a dedicated nine-table poker room and 37 table games including craps, roulette and black jack.

The dealers are friendly and wait staff is quick with any drink or food order you desire.

There is even an isolated non-smoking game floor, live keno and *off track* betting. If all of that sounds exactly like Las Vegas, it is no accident. Imitation is the sincerest form of flattery.

Deadline: January 15th, 2015

Cost: \$49 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus.

Includes: Continental breakfast before departure, admission to the show, round-trip motor coach and host.

Walking as much as you want.

NORTHWEST FLOWER AND GARDEN SHOW IN SEATILE

THURSDAY, FEBRUARY 12th, 2015

The Northwest Flower and Garden Show is a perfect event for the gardening enthusiasts where you come away brimming with ideas to implement in your garden projects. It has been heralding the start of spring since 1989, and gardening enthusiasts from around the Northwest flock to this annual celebration.

Deadline: January 15th, 2015

Cost: \$69 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus.

Includes: Continental breakfast before departure, admission to the show, round-trip motor coach and host.

Lots of Walking.

SAN ANTONIO GETAWAY

SUNDAY, FEBRUARY 22nd TO THUSDAY, FEBRUARY 26th, 2015

San Antonio is often referred to as the "American Venice". It's Historic missions, River Walk restaurants and Span- ish architecture make this truly a remarkable city.

Highlights will include Mission San Jose, The Alamo, El Mercado, LBJ Ranch, and the Mayan Dude Ranch just to name a few sites that we will be experiencing. Deadline: Call to check for availability.

Cost: \$1,879 ppdo -\$2179 ppso -pptriple \$1,849

Included: Round-trip transportation from Yakima to Sea Tac to San Antonio. Air taxes and fees/surcharges, hotel transfers.

Not Included: Cancellation waiver and insurance of \$100 per person.

LUNCH AT THE HUTTERITE COLONY

WEDNESDAY, MARCH 4th, 2015

Lunch at the Hutterite Colony has become a Harman Center tradition. The friendliness of our hosts and the goodness of their food always leave you with a longing to return. Please join us as we trek north to the colony and enjoy the lifestyle of the Hutterites

Deadline: Feb 4th, 2015

Cost: \$79 Deposit: \$10 will hold a seat on the bus, it is nonrefundable or transferrable.
Includes: Continental breakfast before departure , round-trip motor coach and host.
Walking: Moderate Walking

TACOMA ART MUSEUM TUESDAY, MARCH 10th, 2015

The Tacoma Art Museum will be featuring Eloquent Objects: Georgia O'Keeffe and Still-Life Art in New Mexico. This exhibit will feature more than 60 paintings by Georgia O'Keeffe and her contemporaries. Lunch will be provided by the Museum's "Relish Cafe": Deadline: Feb 10th, 2015

Cost: \$89 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus
Includes: Continental breakfast before departure, admission to the show, lunch, round-trip motor coach and host.
Walking: Lots of Walking

MARINERS SPRING TRAINING (WITH CATALYST TRAVEL) WEDNESDAY, MARCH 11th TO WEDNESDAY, MARCH 8th 2015

Your exclusive escorted spring training experience includes;
Round-trip bus from Harman Center to airport, round-trip air from Seattle to Phoenix. 7 nights at the Windmill Inn in Sun City West, Buffet breakfast provided each morning, 5 game tickets with great seats. Transportation between airport, hotel games and group events, souvenir baseball cap and shirt, special event and a pizza party around the pool!

Deadline: Jan 12, 2015
Cost: \$1,639 ppdo - \$2,039 ppso - \$1,539 pptriple - \$1,439 ppquad Deposit: Sign up now with a deposit of \$190 to Catalyst Travel
Final Payment is due: Feb. 1, 2015

Walking: Moderate to Lots of Walking

MARINERS SPRING TRAINING (WITH FRIENDLY EXCURSIONS) SUN DAY, MARCH 22ND TO THUR DAY, MARCH 26TH 2015

Your exclusive escorted spring training experience includes;
Round-trip bus from Harman Center to airport, round-trip air from Seattle to Phoenix, 4 nights in North Phoenix, 2 game tickets with great seats with at least one of the games being with the Mariners, Includes Tours of; The City of Phoenix area, The Arizona State Capitol, The Historic Mining Town of Globe, AZ, The Heard Museum and a Frank Lloyd Wright - Taliesin West - Guided Tour.
Meals: Welcome Dinner, Rawhide Cowboy Dinner and 4 extended Cont. breakfasts.

Sign up now with a deposit of \$200 to Friendly Excursions Deadline: Jan 12, 2015
Cost: \$1,599 ppdo - \$1,899 ppso Final Payment is due: Feb 2, 2015
Cancellation: Refund will be given if cancelled prior to February 2, 2015.

Travel, trip and cancellation insurance is available for an additional cost. Applications are available.

Walking : Lots of Walking

OPENING DAY FOR THE MARINERS vs. LA ANGELS

MONDAY, APRIL 6th 2015

It is time again for Baseball, Hot Dogs, Apple Pie and our Mariners!
Come join us for their opening game against the LA Angels. Loud Cheering is required!!!
This year it is an afternoon game so we will be leaving the Harman Center in the morning and returning after the game.

Deadline: March 6th, 2015

Cost: \$93 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus

Included: Continental breakfast before departure, admission to the game, round-trip motor coach and host.

Walking: Moderate Walking

BALL GAMES

- Deadline for each game is 3 weeks prior.

Monday, April 5 th	Mariners vs. Angels.....	\$93
Sunday, April 26 th	Mariners vs. Twins.....	\$74
Sunday, May 17 th	Mariners vs. Red Sox.....	\$74
Sunday, June 3 rd	Mariners vs. Yankees	\$93
Sunday, July 12 th	Mariners vs. Angels	\$74
Sunday, August 9 th	Mariners vs. Rangers.....	\$74
Sunday, September 13 th	Mariners vs. Rockies.....	\$74
Sunday, October 4 th	Mariners vs. Athletics.....	\$74

Cost: \$74

The Van will NOT be used this year. We WILL be taking the motor coach buses. If the bus does not have enough passengers by the deadline, the trip will be cancelled.

SAN DIEGO ADVENTURE

TUESDAY, MARCH 17TH TO SATURDAY, MARCH 21ST 2015

Catch a glimpse of the scenic coastal views as you fly into San Diego where you will be greeted by your local tour guide. A beautiful city for you to experience, we will enjoy a narrated Harbor Cruise of San Diego Bay. A trip to Catalina Island, a night aboard the Queen Mary, 3 nights near Seaport Village with hosted Happy Hours, San Diego Zoo, Balboa Park, SeaWorld, a guided Tour of Coronado Island home of the Famous Hotel del Coronado and MORE!!!!

Sign up now with a deposit of \$200 to Friendly Excursions Cost: \$1,999 ppdo -\$2,499 ppso
Final Payment is due: Jan 14, 2015

Cancellation: If cancelled prior to Jan. 14, 2015 refund will be given. Travel, trip and cancellation insurance are available for an additional cost.

NORTHWEST TREK
THURSDAY, APRIL 9TH, 2015

Imagine riding a comfortable tram through 435 acres of meadows, woods and lakes filled with native wildlife- bi- son, elk, moose, bighorn sheep, mountain goats and more-roaming freely across the land. Your tram driver is a friendly naturalist who narrates the tour with fun animal facts and interesting stories about the history of Northwest Trek. Every tram tour is different!

Deadline: March 9, 2015

Cost: \$89 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus

Includes: Continental breakfast before departure, Tickets for Entrance/Tram, round-trip motor coach and host.

Walking: Moderate Walking

THE PUYALLUP SPRING FAIR
SUNDAY, APRIL 19TH, 2015

Let's start the season off right with a trip to Puyallup for the 26th annual Spring Fair. You can enjoy music, comedy and more at one of the 3 stages at various locations throughout the grounds. From garden displays to dogs performing amazing water tricks. The Spring Fair offers tons of free attractions that

the whole family will enjoy! Deadline: March 6, 2015

Cost: \$69 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus

Includes: Continental breakfast before departure, admission to the fair, round-trip motor coach and host.

Walking: Lots of Walking

SKAGIT VALLEY TULIP FESTIVAL
WEDNESDAY, APRIL 22ND, 2015

Experience all of the Colorful fields, display gardens and countywide events throughout!

Enjoy the Kiwanis Salmon BBQ for lunch and walk through the art shows. Quilt walk, flea market and more. Deadline: March 20, 2015

Cost: \$99 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus

Includes: Continental breakfast before departure, entry to the festival and lunch, round-trip motor coach and host. Walking: Lots of Walking

BARN QUILT & RODEO CITY BBQ
SATURDAY, APRIL 25TH, 2015

We will take a scavenger like tour to locate 13 or more Barn Quilts in the Ellensburg Kittitas County area. A Barn Quilt is a large painted quilt square mounted on or directly painted on the gable end or side of a barn. We will stop half way through for a wonderful lunch at Rodeo City BBQ. Remember to bring your camera!

Deadline: March 22, 2015

Cost: \$59 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus Includes:

Continental breakfast before departure, lunch, round-trip motor coach and host. Walking: Lots of Walking

MYSTERY TOUR

TUESDAY, MAY 5TH TO WEDNESDAY MAY 6TH, 2015

The First Mystery Trip of the Year is going to be a real treat. Plan for an overnighter with lots of fun things to do. And No....I will not tell!

Deadline: April 5, 2015

Cost: \$196 ppdo -\$251 ppso
seat on the bus

Deposit: \$50 nonrefundable or transferable will hold a

Includes: Continental breakfast before departure, hotel room, dinner and mystery events, round-trip motor coach and host.

Walking: Lots of Walking

NEW ORLEANS GARDENS & MANSIONS

MON DAY, MAY 11TH TO SUNDAY, MAY 17TH, 2015

3 nights in the French Quarter, 3 nights in a Famous Mansion (1 in Natchez and 2 in Lafayette), Steamboat

Natchez Cruise, Court of Two Sisters Dinner, New Orleans School of Cooking, Antebellum Mansion Visits, Bayou Cruise, Baton Rouge and Avery Island...that is just a partial list of the excitement and adventure we will experience on this trip.

Cost: \$2,000 ppdo -\$2,600 ppso

Deposit: \$350 due per person upon reservation to Premier World Discovery BY FEB. 11 Final Payment due Feb. 25, 2015

Tour includes: 10 meals, sightseeing and admissions, round-trip from Yakima to Sea Tac, air from SeaTac, air taxes and fees/surcharges and hotel transfers

Not included in price: Cancellation waiver and insurance of \$195 per person

Walking: Lots of Walking

PENDLETON "UNDERGROUND COMES TO LIFE" AND WILD HORSE CASINO

SATURDAY, MAY 16TH, 2015

You will have your choice on this trip, experience the once a year 2 hour event with over 75 live actors that bring the underground past back to life! Card players, dancers, music, Chinese workers & merchants from the past are all there to greet you and reenact what would have taken place over 100 years ago. No elevators, no walkers or wheelchairs. Lots of walking & staircases. OR take 2 hours and try your luck at the Wild Horse Casino.

The choice is yours; just let us know when you register. Deadline: April 1, 2015

Deposit: \$50 For the Underground Tour -\$10 for Casino Deposits are nonrefundable or transferable and will hold a seat on the bus

Cost: \$89 -Wild Horse only \$35

Includes: Continental breakfast before departure, tickets for those who will be going on the UG Tour, transportation to and from the casino for those who choose this option, round-trip motor coach and

host.

Walking: Lots of Walking for underground tour.

WILD HORSE WIND FARM & GINKO FOREST THURSDAY, MAY 28TH, 2015

There are plenty of things to see and do at the Wild Horse Wind Farm. A 30 min. program and a guided tour inside one of the big turbines followed by a trip to Blustery's Burgers Drive-In for lunch and then over to the Ginko Petri-fied Forest State Park for a guided tour, presentation and an afternoon of exploring.

Deadline: April 25, 2015

Cost: \$69 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus

Includes: Continental breakfast before departure, Lunch overlooking the Columbia, round-trip motor coach and host.

Walking: Very Little walking to Lots of Walking

VICTORIA B.C. CLIPPER TOUR TUESDAY, JUNE 9TH TO THURSDAY, JUNE 11TH, 2015

Once again June will be time for The Victoria B.C. trip which is one of the more popular trips. This will be set up for 12 passengers only as we will be taking the Van to Seattle. This year while in Victoria we will visit the Bucharadt Gardens

Deadline: May 9, 2015

Cost: \$449 ppdo -\$639 ppso Deposit: \$50 nonrefundable or transferable will hold a seat on the bus

Includes: Continental breakfast before departure, Clipper trip to Victoria with a small dinner/lunch basket, 2 nights lodging, dinner in Victoria, entrance to Bucharadt Gardens, round-trip motor coach and host.

Walking : Moderate Walking

MYSTERY TRIP TUESDAY, JUNE 16TH, 2015

Another Mystery Trip full of fun and surprises. Just how much can we pack into one day??? You will have to sign- up and see for yourself!

Cost: \$59 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus

Includes: Continental breakfast before departure , lunch and Mystery events throughout the day, round-trip motor coach and host.

Walking: Lots of Walking

LINCOLN CITY RELAXING ON THE BEACH

MONDAY, JUNE 22nd TO FRIDAY, JUNE 26th, 2015

The Lincoln City trip has turned out to one of our most popular trips, for the last 3 to 4 years. So, if this year it is your desire to go...better sign up as soon as possible.

This is a trip to just enjoy the beach and relax. We offer some extra trips if you desire to go. "We will be stopping in McMinnville on the way down for lunch and to see the Spruce Goose!

Deadline: May 5, 2015

Deposit: \$50, which \$10 is nonrefundable or transferable , will hold a seat on the bus Cost: \$499 ppdo -\$599 ppso

Included: Continental breakfast before departure , 4 nights lodging, one dinner at the casino, round-trip motor coach and host.

Walking: Moderate Walking

**STERNWHEELER SUNDAY BRUNCH
AND CRUISE ON THE COLUMBIA RIVER
SUNDAY, JUNE 28th, 2015**

Scenic Champagne Cruise to remember.

A top brunch pick with a two hour cruise, bountiful buffet featuring locally sourced breakfast, lunch and dessert items prepared fresh on board, champagne, ever changing views and a narration of the sights.

Deadline: May 25, 2015

Cost: \$109 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus

Includes: Continental breakfast before departure, Columbia River Cruise & brunch, round-trip motor coach and host.

Walking: Very Little Walking to Lots of Walking

**POINT DEFIANCE ZOO
WEDNESDAY, JULY 8th, 2015**

Point Defiance Zoo & Aquarium is large enough to offer an awesome array of animals yet small enough for you to get really close to them. It's fun and offers breathtaking views of Puget Sound, Mount Rainier and the Olympic Mountains.

Come explore the only combined zoo and aquarium in the Northwest. You'll see sharks and seahorses, polar bears and peacocks, walrus and wolves, all in one place!

Deadline: June 8, 2015

Cost: \$74 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus

Included: Continental breakfast before departure, tickets to the zoo, round-trip motor coach and host.

Walking: Moderate Walking

**MYSTERY TRIP
MONDAY, JULY 13th TO WEDNESDAY, JULY 15th, 2015**

Time again for another overnight Mystery Trip. Plan for 3 days of fun, surprises and delights in a place you would never have expected!!! And again.....no Hints!

Deadline: June 8, 2015

Cost: \$399 ppdo -\$519 ppso
seat on the bus

Deposit: \$50 non-refundable or transferable will hold a

Included: Continental breakfast before departure, hotel room, dinner and mystery events, round-trip motor coach and host.

Walking: Lots of Walking

CRYSTAL MOUNTAIN - GONDOLA RIDE & SUNDAY BRUNCH ON THE SUMMIT

SUNDAY, JULY 26TH, 2015

Come enjoy the beauty of the Cascades from Crystal Mountain's Gondola Ride to the top. We will enjoy a Sunday Brunch at the Summit House.

Deadline: June 20, 2015

Included: Continental breakfast before departure, great attractions, lunch, round-trip motor coach and hosts. Cost: \$99 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus
Continental breakfast before departure, tickets for round-trip Gondola Ride, brunch, round-trip motor coach and host.

Walking: Lots of Walking

BENIHANA AND PIKES MARKET

WEDNESDAY, AUGUST 5TH, 2015

Lunch at Benihana is always a special treat. Afterwards, we will go to Seattle's beloved Pike Place Market in the city's center. Established in 1907 to connect citizens and farmers, the Market continues its "Meet the Producer" tradition with a year-round farmers market, owner-operated bakeries, fish markets, butcher shops, produce stands and specialty food stores and more.

Deadline: July 8, 2015

Cost: \$79 Deposit: \$10 which is nonrefundable or transferable.

Includes: Continental breakfast before departure, lunch, round-trip motor coach and host.

Walking: Moderate to Lots of Walking

WHALE WATCHING AND CASINO

MONDAY, AUGUST 24TH TO WEDNESDAY, AUGUST 26TH, 2015

Your stay at the Silver Reef includes...

Deluxe accommodations - \$10 in slot play and \$5 in table play.

Day 2 • After breakfast enjoy the short ride to Fairhaven, Bellingham's historic south side where you will board the Victoria Star at 9.30 am for your all day trip that includes...

8 hours exploring the scenic San Juan Islands with detailed narration from years of experience. Dedicated whale watching with one of the highest success rates in the Northwest.

We depart earlier than just about everyone else, so you'll be watching whales, not other whale watching boats. 2 hour shore visit in Friday Harbor - enough time to visit local attractions.

A delicious salmon and Home style BBQ Chicken lunch with a variety of side dishes & dessert.

One of the largest vessels in the San Juans with indoor seating for everyone and large outside viewings decks. We arrive back at the dock in Fairview at approximately 5:30 pm in time to head back to the hotel

for dinner.

Spend the night and in the morning spend some time at Fairview, have lunch on our own and then head back to Yakima. This will be a great trip. You need to sign up early. I am sure this will sell out fast.

Deadline: July 24, 2015

Cost: \$299 ppdo -\$399 ppso
transferable.

Deposit: \$50 of which \$10, is nonrefundable or

Included: Continental breakfast before departure, 2 nights lodging, 2 breakfasts, 2 dinner, casino package, Whale Watching Cruise in the San Juans, round-trip motor coach and host.

Walking: Moderate Walking

ALASKA CRUISE

SATURDAY, AUGUST 29TH TO SATURDAY, SEPTEMBER 5th, 2015

This cruise will be on the Grand Princess one of the largest cruise ships to go into the glaciers of Alaska. Ports of call are: Ketchikan - Juneau - Skagway and Victoria B.C.

Deadline: June 10, 2015

Deposit: \$350, which \$10 is nonrefundable or transferable, will hold a seat on the bus
Cost: \$1,399 ppdo inside cabin -\$1,779 ppdo outside cabin -\$1,999 ppdo Veranda Includes Port charge, taxes and insurance.

Included: Continental breakfast before departure, 7 days cruising with all meals, round-trip motor coach to the cruise terminal from the Harman Center, all port charges, taxes, insurance and host.

Walking: Very little Walking to Moderate Walking

WASHINGTON DC

WEDNESDAY, SEPTEMBER 2ND TO TUESDAY, SEPTEMBER 8th, 2015

Explore every aspect of our Nation's Capital. We will have guided tours through the Capitol Building, the War Memorials, Mt. Vernon, Arlington National Cemetery, the Smithsonian Institute and also go to places like Baltimore, Annapolis and the Washington National Cathedral

Deadline: March 2, 2015

Cost: \$2,399 ppdo -\$2,099 ppso -\$2,369 pptrip

Deposit: \$250 due per person upon reservation to Collette Travel Final Payment due July 4, 2015

Includes: Round-trip air from SeaTac, Air Taxes and fees/surcharges and hotel transfers

Not included in price: Cancellation Waiver and Travel Insurance of \$205 per person
Walking: Lots of Walking

SENIOR DAY AT THE WASHINGTON STATE FAIR IN PUYALLUP

TUESDAY, SEPTEMBER 15TH, 2015

It is Fair time again and this fair is not to be missed! Acres of food, sites and free entertainment! And for the brave of heart there are roller coasters and rides!!! There is even a slow moving train that you can ride from one part of the fairgrounds to the other, or just stay on and ride all the way around! Come join the fun!

Deadline: August 15, 2015

Cost: \$59 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus

Includes: Continental breakfast before departure, admission to the fair, round-trip motor coach and host. Walking: Lots of Walking

LAS VEGAS AND THE GRAND CANYON

SATURDAY, SEPTEMBER 19TH TO SUNDAY, SEPTEMBER 27TH, 2015

A fun filled motor coach trip with Diamond Tours - see the World Center for Birds of Prey in Boise ID, shop and explore Las Vegas, gaming and sightseeing on the "Vegas Strip", a visit to the Grand Canyon, Laughlin, NV, a view of the Colorado River, and a stop in Salt Lake City, UT. to experience the Pioneer Memorial Museum! Don't let this one get away, register NOW!

Deposit: \$75 due per person upon reservation

Deadline: May 20, 2015

Final Payment due July 20, 2015

Insurance: \$69 to be paid with deposit it is highly recommended to take the insurance for your own safety. Cost: \$799 ppdo -\$1109 ppso

Included: 8 nights of lodging, including 2 nights in a Las Vegas Hotel 10 meals, sightseeing, deluxe motor coach transportation , hotel transfers, professional tour managers and baggage handling,

Walking: Lots of Walking

UTAH CANYON ROYALE

SUNDAY, SEPTEMBER 27th To THURSDAY, OCTOBER 1st, 2015

This trip is one of a kind as you visit places such as Zion National Park, Valley of Fire National Park, Cedar Breaks National Monument, Mesquite and Las Vegas. If you love the beauty of Nature then this is the trip for you! Don't forget to bring your camera!

Sign up now with a deposit of \$200 to Friendly Excursions Final payment is due on Aug 13, 2015. Cost \$1,199 ppdo -\$1,379 ppso

Cancellation: If cancelled prior to (Aug.13, 2015) refund will be given

Travel, trip and cancellation insurance is available for an additional cost. Applications are available.

Walking: Moderate to Lots of Walking

OKTOBERFEST LEAVENWORTH

SATURDAY, OCTOBER 3rd, 2015

Willkommen! (Welcome)

Oktoberfest in Leavenworth is said to be the next best thing to being in Munich! There is live music, good food, arts and crafts and activities for the whole family! This trip is open to everyone!

Deadline: Sept 3, 2015

Cost: \$39 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus Includes: Continental breakfast before departure, round-trip motor coach and host.

Walking: Lots of Walking

BRITISH LANDSCAPES

THURDAY, OCTOBER 8th TO SATURDAY, OCTOBER 17th 2015

Feel the vibrant energy of England, hear the unique sounds of Scotland and see the rolling countryside of Wales on a trip that combines the exploration of dramatic history and natural wonders.

Deadline: April 2, 2014

Cost: \$3,849 ppdo -\$4,499 ppso -\$3,819 pptrip

Deposit: \$250 due per person upon reservation to Collette Travel Final Payment due August 8, 2015
Included: Round-trip Shuttle from Yakima, round-trip air from Seattle Tacoma Intl Airport, air taxes and fees/sur-charges. hotel transfers. 10 days • 12 meals: 8 breakfasts and 4 dinners.

Not included in price: Cancellation Waiver and Travel Insurance of \$260.00 per person

Walking: Lots of Walking

ALBUQUERQUES' BALLOON FIESTA

FRIDAY, OCTOBER 9th TO WEDNESDAY, OCTOBER 14th, 2015

Known all around the world as the most spectacular hot air balloon event, and you can be in the middle of it all. Come tour the Albuquerque international Balloon Fiesta, the twilight Twinkle Glow, Old Town Albuquerque, the Indian Pueblo Cultural Center and more.
Sign up now with a deposit of \$200 to Friendly Excursions.

Deadline: Aug 22, 2015 - Call to check

Cost: \$1,999 ppdo -\$2,649 ppso

Final Payment due: August 22, 2015 Cancellation: Aug 22, 2015 no refund will be given after this date.
Travel, trip and cancellation insurance is available for an additional cost.

Walking: Moderate to Lots of Walking

QUEEN MARY AND THE SITES OF LOS ANGELES

SUNDAY, NOVEMBER 8TH, TO SATURDAY, NOVEMBER 14TH, 2015

Stay 5 nights on the Historical Queen Mary. Tour all of the famous sites of Los Angeles including Hollywood, the Walk of Fame, Beverly Hills, Rodeo Drive, Santa Monica Pier & Boardwalk, Warner Brothers Studio Tour, Rose Bowl Stadium Tour, Universal City Walk and MORE! This tour will be one you will be talking about for years to come. Sign up now!

Cost: \$1,965 ppdo -\$2,415 ppso Final Payment due August 21, 2015

Tour includes: 10 Meals, sightseeing and admissions per itinerary, deluxe motorcoach transportation, hotel transfers, professional tour managers, baggage handling, round-trip air from SeaTac, air taxes and fees/surcharges and hotel transfers

Not included in price: Cancellation Waiver and Insurance of \$195 per person

Walking: Lots of Walking

EASTERN CARIBBEAN

MONDAY, NOVEMBER 30TH TO MONDAY, DECEMBER 7TH, 2015

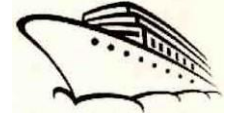
Through Catalyst. Cruise the Eastern Caribbean aboard the Holland America Nieuw Amsterdam. We will fly from SeaTac to Ft. Lauderdale then board the ship and cruise to the Grand Turk Islands, San Juan, Puerto Rico, St Thomas, Virgin Islands and Bahamas.

Cost: Inside \$1,899 ppdo -Outside \$1,999 ppdo

Included in price: Round-trip air from Seattle Tacoma Intl Airport, air taxes and fees/surcharges, hotel

transfers. Deposit: \$250 per person
Final Payment due August 21, 2015

Tour includes: Not included in price: Cancellation waiver and insurance of \$195 per person



Walking: Moderate Walking

THE CHRISTMAS LIGHTS OF WARM BEACH THURSDAY, DECEMBER 3RD & FRIDAY, DECEMBER 4TH, 2015

More than one million Christmas lights will be displayed during 19 days in December; a spectacle spread over 15 acres at Warm Beach Camp in Stanwood, Washington. The Lights of Christmas is the largest holiday light display in the Pacific Northwest that combines live entertainment, children's activities, food, holiday shopping and more. In addition, reservations will be made for your overnight accommodations and an evening of fun, food and delight with the Dinner Theatre Event! A perfect way to start your holiday season! This is the perfect Christmas holiday destination!

Deadline: October 5TH 2015

Cost: \$199 Deposit: \$50 nonrefundable or transferable will hold a seat on the bus

Includes: Continental breakfast before departure, admission to the event, hotel room, round-trip motor coach and host.

Walking: Lots of Walking

VICTORIAN COUNTRY CHRISTMAS IN PUYALLUP SUNDAY, DECEMBER 6TH, 2015

The Victorian Country Christmas Festival in Puyallup is one of the Seattle regions favorite holiday traditions. In addition to the lights there is a Victorian themed marketplace featuring crafts, food and all kinds of surprises. The Victorian Country Christmas includes a variety of festive entertainment for everyone!

Deadline: Nov. 6, 2015

Cost: \$49 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus

Includes: Continental breakfast before departure, admission to the event, round-trip motor coach and host.

Walking: Lots of Walking

LEAVENWORTH TREE LIGHTING SATURDAY, DECEMBER 12TH, 2015

The Tree Lighting in Leavenworth is one of our real popular trips. We have taken up to four buses on this trip in past years. It is a delight to be in the park and watch when the whole town is lit-up from one end to the other, and if there is a little snow that makes it doubly nice. Dress warm for this trip.

Deadline: Nov 6, 2015

Cost: \$39 Deposit: \$10 nonrefundable or transferable will hold a seat on the bus

Includes: Continental breakfast before departure, admission to the event, round-trip motor coach and host.

Walking: Lots of Walking

FANTASY IN LIGHTS, COUR D' ALENE, IDAHO
WEDNESDAY, DECEMBER 16TH, TO THURSDAY, DECEMBER 17TH, 2015

Over a million lights. A priceless memory. A family tradition.
Bring the family to see The Coeur d'Alene Resort Holiday Light Show, a wonderland of over 1.5 million lights and the largest on-the-water holiday light display in America. Our signature "Journey to the North Pole" Lake Cruise visits Santa's North Pole toy workshop where one of the world's tallest Christmas trees awaits, towering and twinkling in the evening sky. Holiday destination!

Deadline: Nov. 16, 2015

Cost: \$199 ppdo -\$249 ppso
the bus

Deposit: \$50 nonrefundable or transferable will hold a seat on

Includes: Continental breakfast before departure, tickets for the boat cruise, hotel room, dinner, round-trip motor coach and host.

Walking: Lots of Walking

CRUISE THE HAWAIIAN ISLANDS
SUNDAY, DECEMBER 26TH, 2015 TO SUNDAY, JANUARY 2ND, 2016

Fly from Seattle to Honolulu and board the Norwegian Cruise Lines Pride of America where you will enjoy the end of 2015 and the New Year of 2016 traveling from Maui to Hilo to Kona to Kauai. The perfect way to spend

New Year's Eve! Deadline: Sept. 22, 2015

Cost: \$3,879 ppdo - inside cabin -\$4,069 ppdo - outside cabin
insurance)

Deposit: \$475 (includes

Includes: Shuttle transfer from Yakima to Seattle, Air transfer from Seattle to Honolulu, 7 day cruise with food and entertainment, port charges and taxes, escort and shipboard credit, New Year's Eve party on the ship and travel insurance with travel guard.

Walking: Very little Walking to Moderate Walking